Dürr Software License Terms and Conditions

Version dated: November 8, 2023

1. Applicability

(1) These License Terms and Conditions apply to the agreement (the "Agreement") entered into between us ("Dürr" or "we" or the "Licensor") and the customer (the "Licensee") concerning the provision of Dürr standard software and programs of third-party producers (the "Software").

(2) Different terms and conditions of the Licensee are not part of the Agreement, even if we do not expressly object to them and even if we deliver to the Licensee without reservation in full knowledge of opposing or varying terms and conditions.

2. Scope of delivery and rights of use

(1) Unless otherwise agreed, we will provide to the Licensee the Software and Documentation in electronic form, either on data storage media or by means of download. The Licensee will install and configure the Software. We are not required to provide training, support, maintenance or (except in the context of rectifying defects in relation to warranty claims) updates or upgrades. A separate agreement can be reached concerning services of this kind.

(2) The following rights of use are granted to the Licensee:

- **Programs from third-party producers/open source software**

  In the case of programs from third-party producers, the license conditions of these producers apply. If a software component is subject to an open source license, the relevant open source license terms and conditions take precedence. We will provide the license conditions of third-party producers and the relevant open source license conditions to the Licensee on request.

- **Dürr Software**

  Unless otherwise provided for in these terms and conditions, the Licensee is granted the simple, non-transferable, non-sublicensable and non-exclusive right, without restrictions in terms of time or location, to use the Software and Documentation as soon as they are provided. Unless otherwise agreed, the type of license is defined in the Agreement. In this regard, each type of license has the following scope of use:

  aa) In a hardware-related license, the Licensee is entitled to install and use the Software on the hardware for which the Licensee received the license key. This does not exclude the use of the Software on other hardware, provided that the change of hardware does not result in the Software being duplicated and that a new license key is requested for the new hardware.

  bb) In a user-related license, the right of use is limited to the number of full client concurrent users indicated in the Agreement, i.e., the right of use may be exercised simultaneously by no more than the maximum number of users indicated.

  cc) In a named user license, only those persons listed in the Agreement by name are entitled to use the Software simultaneously.

  dd) In a group license, the Licensee is granted the right to use the Software in all companies associated with the Licensee in accordance with Sections 15 ff. of the German Stock Corporation Act ("Group Companies"). This includes the right for all employees of the Group Companies to use the Software with no limit on the number of users. In this respect, the Licensee is entitled to sublicense the Software. If the number of Group Companies or the number of employees of the Group Companies increases significantly, Dürr can require the payment to be adjusted accordingly.

(3) Copyright notices and trademarks and other legal reservations, serial numbers or other features may not be deleted, modified, rendered illegible or suppressed and must be reproduced when backup copies are prepared.

(4) The right to use the Software does not include the right to edit, translate, lease or lend the Software or to disseminate or publicly display it or make it available online to third parties outside the company of the Licensee; furthermore, the right of use does not include the right of duplication unless it is necessary for the intended use or to produce backup copies. The use of the Software in outsourcing, service bureau or application service provider (ASP) environments or similar is only permitted if the outsourcing provider uses the Software only on behalf of the Licensee and the Licensee stops using the Software for this period.

(5) The Software may be transferred to third parties only as one unit and in return for a written notification of the transfer. The Licensee must fully and finally stop using the Software and also surrender all copies to the third party or destroy them. These Licensing Terms and Conditions must also be transferred to the third party.

(6) The Licensee has no right to the transfer or use of the source code of the Software or the source code documentation. The Licensee is not allowed to decompile, disassemble or otherwise reverse engineer the source code; Section 69e of the German Copyright Act remains unaffected by this.

3. Prices and payment conditions

(1) Unless otherwise contractually agreed, our prices are net and in euros, and subject to VAT at the current rate.

(2) If prescribed by the tax regulations of the country in which the Licensee is headquartered, the Licensee will pay a withholding tax amount, in addition to the agreed payment, to the respective tax offices on behalf of Dürr and provide Dürr with a tax certificate either received or available by law as evidence of the amount and payment of this paid tax, as well as all other documents that are required as evidence of the payment of the withholding tax by the respective tax offices or other official bodies. The basis for the tax amount is the payment not including VAT. Moreover, the Licensee must make every effort to reduce any such withholding tax as much as possible or to achieve complete exemption from the withholding tax.

(3) Installation of the Software is not included in the price indicated in the invoice and will be billed at our current billing rates (information about these rates is available on request). For work outside of normal working hours, surcharges will be made. Travel and waiting periods count as working hours.

(4) Payments must be made without any deductions to one of our designated accounts.

(5) The customer can offset payment or exercise a right of retention only if the counterclaim as such, as well as its value, is uncontested or has been declared legally enforceable by a court of competent jurisdiction.

(6) Payments by the customer are due upon receipt of our invoice. The customer is in default of payment 10 days after receipt of the invoice regardless of whether a reminder has been issued.

(7) The prices in the offer apply only to purchases of the full scope of the services offered.

4. Obligations of cooperation, inspection and complaint

(1) In the case of software for reality simulation (simulation software), the Licensee must first verify the simulation results in its live system in a test environment and must adhere to the applicable security-related or other relevant regulations. In this regard, the Licensee must carry out an appropriate risk assessment on the systems and components.

(2) The Licensee will prepare its work environment for the use of the Software accordingly and cooperate free of charge in the fulfillment of the order, in particular by making employees, IT systems, data and telecommunications equipment available.

(3) Defect claims require that the Licensee has properly met its inspection and complaint obligations in accordance with Section 377 of the German Commercial Code (HGB).

5. Right to information/license audit

The Licensee will keep proper records concerning the use of the Software, in particular the authorized users and installation locations as well as the hardware and software environment used, and must provide Dürr with information about these records on request.

The Licensee agrees to allow Dürr to use its own employees or independent third parties – who/which are obligated to maintain confidentiality – to audit the records and systems of the Licensee (including a manual audit and/or one using electronic methods) for the purpose of confirming that the Licensee has installed and is using the Software according to the provisions of valid licenses from Dürr. Within 30 days of receiving such a request, the Licensee will provide Dürr with all documents and information requested by Dürr. Dürr will bear the costs of this audit unless a major infringement of the contract is identified during the audit.

6. The Licensee's rights in relation to defects of title

(1) We undertake to ensure that the Software (including the Documentation) is free from any third party rights that may be violated when the Software is used as intended in the Agreement.

(2) In cases where third parties claim such rights, Dürr will defend the Software against the third party rights claimed. The Licensee undertakes to inform Dürr immediately when third party rights are claimed, and to give Dürr the full authority and authorization needed to defend the Software against the third party rights claimed.

(3) In the event of any defects of title, Dürr will, at its own discretion, be entitled to

a) take suitable measures to clear the Software of the third party rights impairing its full use as intended by this Agreement or of the assertion of these rights, or

b) change the Software or to replace it in such a manner that third party rights are no longer violated, if and insofar as the functionality of the software is not seriously adversely affected by this.

If Dürr does not succeed in doing so within a reasonable time limit to be set by the Licensee, then the Licensee is entitled to file liability claims arising from the defects as provided for in the following paragraph 4 and under the terms of Article 7 paragraphs 4 to 8.

(4) If the defect of title is due to the deficiency of a Third Party Program, the claims due to defects of title will initially be limited to the liability claims arising from defects that Dürr is entitled to file against the manufacturer of the Third Party Program. Dürr will make available to the Licensee the information and documents required to assert the assigned claims against the manufacturer of the Third Party Program. If the claims asserted in court against the manufacturer of the Third Party Program also remain unsuccessful, the Licensee is entitled to assert liability claims arising from defects directly against Dürr if the requirements are met.

(5) Claims by the Licensee are excluded, insofar as the Licensee is responsible for an infringement of intellectual property rights or insofar as the infringement of intellectual property rights was caused by special specifications of the Licensee, by a use of the Software that could not be predicted by Dürr or was not specified in the Documentation or by the fact that the Software was unilaterally changed by the Licensee and/or used together with Software not supplied by Dürr.

7. The Licensee's rights in relation to material defects

(1) Dürr undertakes to ensure that the Software (including the Documentation) is free from material defects. If the parties have agreed on a characteristic of the Software, objective requirements will not be applied to the Software in this respect. The contractually agreed characteristic is defined in particular in the Software Documentation. With regard to IT security, we are obliged only to meet normal industry IT security standards. Any IT security requirements that go beyond this must be agreed separately. However, in cases where the Software is combined with external software by the Licensee, Dürr will accept no liability in relation to the compatibility of such external software with the Software, nor will it accept liability for defects that relate to the non-contractually agreed use or improper operation of the Software by the Licensee. Furthermore, Dürr will accept no liability in the event that the Licensee is not using the required system configuration, in particular the required infrastructure, hardware, operating system and database.

(2) If the Software has reproducible material defects, the Licensee can file liability claims arising from the defects against Dürr under the terms of the following paragraphs. If the defect has no effect or only a minor adverse effect on the Software, Dürr will – excluding further liability claims arising from defects – be entitled to remedy the defect by delivering a new version or an update as part of Dürr's version and update planning program. The same applies to defects of third-party programs if these defects do not impair the functionality or impair it only to a minor extent.

(3) If the Software has reproducible material defects, the Licensee can demand the rectification of these defects or a replacement, at Dürr's discretion.

(4) If the Licensee has set Dürr a further deadline after no response has been made to the first request or after two attempts to repair the defect have failed, the Licensee can withdraw from the Agreement or reduce the payment appropriately. If there is only a minor defect, the Licensee is only entitled to reduce the payment.

(5) Dürr can refuse rectification until the Licensee has made the agreed payment minus a part which is equivalent to the commercial value of the defect.

(6) Article 6 paragraphs 4 and 5 apply accordingly to reproducible material defects.

(7) All notices of defects must be submitted in writing with a verifiable description of the defect symptoms and, if possible, must be accompanied by written notes, hard copies or other documents illustrating the defects.

(8) The Licensee's claims concerning defects in the Software have a limitation period of one year after the delivery of the Software or after the provision of the link to download the Software, unless Dürr has unlimited liability in accordance with the provisions of the law or the regulation on liability in Article 8.

8. Liability

(1) Even in the case of damage due to violations during contract negotiations, regardless of the legal reason, (in particular compensation for damage to items that do not constitute part of our scope of supply), we are subject to unlimited liability only for the following reasons:

- intent
- gross negligence
- culpable injury to life, limb or health
- defects that we have fraudulently concealed
- violation of guarantees assumed by Dürr relating to the quality and/or durability of goods
- cases of statutory liability (such as damages under the German Product Liability Act).

(2) Damage caused by Dürr due to simple negligence will be compensated only if the violation involves a material obligation whose fulfillment is absolutely required in order to enable the proper execution of the Agreement, and if the Licensee regularly relies on the fulfillment of this obligation (cardinal obligations). In this case, the scope of Dürr's liability is further limited to damage that Dürr would typically be expected to anticipate, considering the circumstances known to Dürr at the time of signing the

Agreement and in light of the character of contractual agreements.

(3) The Licensee will perform appropriate and regular data backups, in particular in the form of backups that are available and can be restored at all times. We are liable for the loss and recovery of data only if appropriate backup measures taken by the Licensee could not have prevented the loss. The Licensee must provide proof of these regular backup measures. The liability for data losses or damage that are our responsibility is limited to the effort involved in restoring data from backed-up data material if proper backups had been made by the Licensee.

(4) Compensation for property damage is limited by the general principles of good faith, for example in cases where the order value and the damage amount are disproportionate.

(5) No further liability – irrespective of the legal grounds – will be accepted, in particular liability in relation to compensation for damage to items that do not constitute part of our scope of supply.

(6) We are not liable for the consequences of defects for which no defect claims are made in accordance with Article 7 paragraph 1.

(7) The above-mentioned liability exclusions and limitations also cover employees, representatives, bodies and agents of Dürr, as well as other third parties employed by Dürr for the purposes of contract fulfillment.

9. Confidentiality and data protection

(1) The contractual parties agree to maintain confidentiality about confidential information exchanged in connection with this Agreement for an unlimited time, and not to exploit this information or have the information exploited within the company – including all associated companies, subsidiaries, branches, consultants, employees and all similar persons, companies or other natural or legal persons – nor to use the information itself in any way or have a third party use it. Confidential information is made accessible internally only to employees who require the information to fulfill their obligations and who are in turn obligated to maintain its confidentiality.

With regard to this Agreement, information that is deemed to be confidential includes – by way of example, but not limited to – any and all software, including source code, all company secrets, all information and all data or other unpublished or confidential information regarding products, processes, expertise, designs, formulas, algorithms, drafts, developments, research, computer programs or parts of computer programs (including source code), interfaces, databases and other copyrighted works or any other information regarding the business activity of the parties and their employees, consultants, licensees or other persons associated with the parties that is made known in the context of this Agreement or that is identified in any way as confidential and is disclosed in written, electronic, physical or oral form.

(2) The above-mentioned obligation of confidentiality does not apply if and to the extent that the information in question can be proved to have already been made public at the time of its disclosure, i.e. to have been published or made generally accessible, or to have become publicly known after its disclosure for reasons for which the recipient cannot be held accountable, or after disclosure to the recipient to have been made public by a third party legally and without restriction with respect to confidentiality or use.

10. Export control provisions

(1) Our fulfillment of the Agreement concerning Software that is monitored under state export regulations is subject to our being granted the required authorizations.

(2) The Licensee must comply with the relevant national and international legal regulations with regard to the control of the (re-)export of the goods and services regulated in this Agreement. In particular, the Licensee will not export, re-export, forward or transfer the subject of the license or components of it – if it is entitled to do so according to this Agreement – without complying with the relevant legal regulations.

(3) If this is required to fulfill the export control regulations, the Licensee will immediately provide all information about the recipients, location and purpose of the use of the licensed object or individual components of it when requested to do so by Dürr.

11. Final provisions

(1) If the customer's headquarters are within the Federal Republic of Germany, the place of jurisdiction is our corporate headquarters. However, we reserve the right to file suit in the customer's place of jurisdiction.

(2) If the customer has its headquarters outside the Federal Republic of Germany, then disputes will be settled at the International Chamber of Commerce in Paris in accordance with the ICC rules of arbitration. This ruling will be final. The case must be heard and decided by three arbitrators. Our insurer may participate in this process as normally allowed by law. We reserve the right to file suit at a lawful place of jurisdiction.

(3) The laws of the Federal Republic of Germany apply, to the exclusion of conflict-of-law standards and the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) To comply with the requirement of the written form, an electronic signature using a trust service provider (e.g. DocuSign) is sufficient.

(5) If individual provisions of these License Terms and Conditions or of agreements concluded on the basis of these License Terms and Conditions are or become ineffective in full or in part, the remaining provisions of the agreements will be unaffected.