Licensing and Contractual Conditions for Software

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1 Scope

These Licensing and Contractual Conditions for Software apply to software distributed by Lenze, be it software distributed as part of a product (so-called embedded software), be it software distributed alone.

Lenze distributes both software developed Lenze itself (hereafter referred to as "software"), as well as software licensed by third parties as Open Source Software (hereafter referred to as "FOSS"). Rules for software can be found under 2.; Rules for FOSS can be found under Section 3.

2 Rules for Software

A list of the software can be found in the "License" directory and, after installation, below the installation directory of the relevant component in the "License" folder. The software is licensed by Lenze under the following conditions.

2.1

With the placement of an order, or at the latest when the data medium packaging is opened or the software is installed, the Buyer declares their acceptance of the following Licensing and Contractual Conditions for exclusively commercial use. If the Buyer does not accept these Licensing and Contractual Conditions for exclusively commercial use, he or she shall not be entitled to install the software. Any terms and conditions presented by the Buyer shall not become an integral part of this contract, even if not expressly contradicted by Lenze. The Buyer acknowledges that Lenze is the sole holder of all rights to the software stored on the enclosed data medium, and to all the know-how associated with that software. He or she shall refrain from infringing upon these rights in any way. He or she shall take appropriate measures to advise third parties that Lenze is the sole holder of all rights to the software.

The Buyer expressly declares that he/she agrees to the automatic establishment of a connection to a Lenze server after installation of the software and also consents to the following information being passed on to the server:

- Tool name, variant and version
- Installation date
- License number
- Computer name and company name
- Version of operating system

Lenze is entitled to use the aforementioned connection to apply a disabling lock to the software for this Buyer if the software is improperly or unlawfully installed.

2.2

The software shall be supplied in computer readable form (Object Code)
The risk of accidental damage to or destruction of the software shall pass to the Buyer when the data medium is handed over or – if the software is transmitted by means of electronic

communication media (Internet) – at the moment the software leaves the sphere of influence of Lenze (e.g. when it is downloaded).

2.3

Lenze grants the Buyer a non-exclusive and – unless otherwise agreed in the following – transferable right to use the software provided.

In order to exercise this usage right, some of the software provided by Lenze requires merely device and user registration, using a registration code provided by Lenze; in some cases, the Buyer may receive a single or even specific original Lenze certificate, the scope of which is described below. The scope of the usage right thus results from the Lenze certificate and also from these contractual conditions.

The Buyer is only entitled to use the software if he or she has undertaken device and user registration using the registration code provided by Lenze, or is the owner and is in possession of an original Lenze certificate or a sub-license certificate according to Section 2.3.4.

2.3.1

Proper device and user registration using the registration code provided by Lenze on the one hand or ownership of a single user license documented by an original Lenze certificate on the other hand entitles the Buyer to use the software simultaneously on a device/workstation (not a server). If a device has several workstations, the software may only be used on one workstation.

In the event of device and personal registration alone, the software is not allowed to be passed on to third parties.

If the Buyer holds a single user license, the software (in its original state) and the original Lenze license certificate may be transferred to a third party. Copies are not allowed to be passed on to third parties. Upon transfer, in accordance with these licensing terms, the usage right is also transferred to the new purchaser and the usage entitlement of the respective seller is terminated. Each subsequent purchaser may transfer the usage right further under the same conditions.

2.3.2

A multiple user license shall entitle the Buyer to use the software on the number of devices/workstations (not servers) specified in the license certificate.

All copies of the software required for the purposes of use within the specified scope of use shall be documented and presented to Lenze if so requested.

If the license is transferred, Section 2.3.1 Subsections 3 et seq. shall apply mutatis mutandis.

2.3.3

A corporate license shall entitle the Buyer to use the software on several workstations in his or her company. The Buyer shall have no right to pass on the software to any third parties or to issue sub-licenses.

The software may only be installed on servers which are accessible exclusively to employees of the Buyer.

The use of the software on a network shall only be permitted by way of a corporate license.

2.3.4

A buyout license includes the privileges of a corporate license. In addition, it entitles the Buyer to make copies of the software supplied by Lenze and to sub-license the software to the Buyer's own customers.

The buyout license itself may not be passed on to any third parties or sub-licensed.
The software may only be installed on a server if no persons other than employees of the Buyer have access to that server.

The Buyer shall have sole responsibility for ensuring compliance with any applicable export requirements.

Sub-licenses may only be granted for the purposes of using the software for the deployment of Lenze devices or other devices manufactured by the Buyer which have Lenze devices incorporated in them.

Sub-licenses may only be granted in the form of one single user license per device/workstation. For every sub-license, the Buyer shall transfer a license certificate of his own to his customer, which shall be signed by both parties. The license certificate must contain the following:

Company names of the Lenze customer and the buyer concerned, clarification that the license is a sub-license of a Lenze license, reference to Lenze's copyright of the software, restriction to a single user license without the right to produce any copies, reference to the Lenze licensing and contractual conditions for exclusive commercial use with reference to the location on the Internet (www. ....), enclosure of an original copy of the Lenze Terms and Conditions.

2.3.5

If software is linked to program libraries licensed under LGPL, Section 2.3 of this software shall apply, with the following condition:

In case of linkage to program libraries licensed under LGPL, version 2.1: The Buyer is entitled to edit the software linked to program libraries licensed under LGPL 2.1 for the Buyer's own internal use and to analyze and re-engineer the software for this purpose. It is not allowed to pass on the information gained and the edited software to third parties. A list of software linked to program libraries licensed under LGPL 2.1 is available in the "License" directory and, after installation, below the installation directory of the relevant component in the "License" folder.

In case of linkage to program libraries licensed under LGPL, version 3.0: The Buyer is entitled to analyze and re-engineer software linked to program libraries licensed under LGPL 3.0, in order to edit the program libraries licensed under LGPL 3.0 and to enable debugging of the software. It is not allowed to pass on the information gained as a result. A list of proprietary components linked to program libraries licensed under LGPL 2.1 is available in the "License"

directory and, after installation, below the installation directory of the relevant component in the "License" folder.

2.3.6 Freeware:

Freeware: Freeware is software that Buyers receive free of charge from Lenze.

Buyers are allowed to use this software on their own, make copies of it and pass it on to third parties free of charge.

The sale of this software to third parties is prohibited.

Every time this software is transferred to third parties, they must be advised that it is Lenze software.

2.4

The Buyer has the right to make a backup copy of the software. It is to be safeguarded from the access of third parties.

2.5

Irrespective of the usage right granted, Lenze shall retain all rights to the software, including all copies or partial copies produced by the Buyer. This does not affect the Buyer's rights of ownership to the recording media concerned. The Buyer agrees not to modify in any way any notices concerning industrial property rights, such as copyright notices, contained in the software.

2.6

The Buyer shall not make the software available to any third parties, either in its original form or in the form of complete or partial copies, unless permitted by these licensing terms.

2.7

The Buyer shall not be entitled, without the prior permission of Lenze, to edit, modify, develop or translate the software or to delete any part of it. Section 69 e of the German Copyright Act (UrhG) shall apply. Section 2.3.5 shall remain unaffected.

2.8

The software has the release status, as stated either on the data medium in the product description contained in the README.TXT file or, if such a file is not enclosed, as specified in the Application Knowledge Base (AKB) available at www.lenze.com. Any technical modifications to products after this release status, with which the software is able to establish links, cannot be detected by the software. The software's scope is restricted accordingly.

2.9

The parties agree that it is not currently possible to develop software such that it is free of defects for all application conditions. The enclosed user documentation or online help provided by Lenze and the relevant AKB detail the intended usage and the software's operating

conditions. The AKB also documents all software defects known at that time. Lenze guarantees contractual usage of the software as stated in the valid usage documentation. This applies, including without limitation, to descriptions which can only be found in the usage documentation and are marked as such and which may be included and are specially marked as such and must be emphasized. In case of any doubts, these are not guaranteed features. A defect is to be proved by the Buyer through verifiable documents. The defect must be reproducible. A defect is said to exist if the software's function is affected in a significant way. In such cases, Lenze is entitled to supplementary performance and may elect to achieve this by either eliminating the defect or supplying a replacement free from defects, and is obliged to do so, to the extent that this can be done at a reasonable cost.

If Lenze should twice fail within a reasonable deadline to remedy or work around such significant deviations from the user documentation such that the Buyer can use the software in accordance with the contract, the Buyer shall be entitled to demand a reduction in the license fee or, if the software is thereby rendered useless to the Buyer, to terminate the license without notice and demand repayment of the purchase price.

The warranty shall not apply to any defects caused by operating conditions which deviate from those for which the software is intended, as specified in the user documentation. The warranty period is 12 months. It begins with the passing of risk (Section 2.2) and does not restart due to remedial measures.

Any other warranty rights over and above those specified in this section shall be excluded, to the extent permissible by law.

The software we have produced was designed for technical/scientific applications. The respective Buyer/User is responsible for ensuring that the software is only used by competent staff familiar with the respective subject area and qualified for this type of application.

To the extent that the calculations made by the software are based on information from the User/Buyer, the customer guarantees that the information provided by him or his vicarious agents is correct and complete. Lenze excludes any liability if the calculations and advice are incorrect, unusable or incomplete, and if they are based on incorrect or incomplete information provided by the Buyer/User or his/her vicarious agents.

2.10

Lenze assumes liability at all times towards the Buyer for any damages caused by willful intent or gross negligence on the part of Lenze or its vicarious agents as well as for the absence of guaranteed properties. Moreover, Lenze shall only be liable for defects in performance caused by Lenze or its vicarious agents to the extent that they involve significant functions in the supplied software, as well as any violation or non-performance caused by Lenze or its vicarious agents of other obligations material to the fulfillment of this contract, or in case of injury to life, limb or health.

If Lenze or its vicarious agents are in minor negligent breach of the contractual obligations mentioned in the last sentence of the previous paragraph, Lenze shall only be liable for compensation for those damages which could have been foreseen by Lenze at the time the individual transaction was concluded. The Buyer is obligated to advise Lenze in writing, prior to

conclusion of contract, of any special risks, atypical potential for damages and unusual levels of damages. No liability shall be accepted for any consequential damages, lack of commercial success, indirect damages and for any damages arising from claims made by third parties. In addition, Lenze's liability with respect to each individual case in this paragraph shall be limited to EUR 10,226,000 for personal injuries, and EUR 10,226,000 for damages to property, and general financial damages up to six times the purchase price of the license concerned, and in the case of freeware up to EUR 10,000.

The limitation on the liability granted by Lenze stipulated in the preceding paragraph shall also apply to any culpable breach of contractual obligations by employees or agents of Lenze who are not managing directors or executive executive employees of Lenze or having an equivalent status.

This provision on liability shall apply mutatis mutandis to employees and authorized representatives of Lenze.

Lenze shall only be liable for the recovery of data if the Buyer has undertaken to ensure that this data can be reproduced at a reasonable time and cost, as defined by proper data processing practices, from data volumes maintained in machine-readable format.

The above provisions shall not affect claims for liability under the German Product Liability Act (ProdHaftG).

2.11
In all other cases – unless otherwise regulated in these Licensing and Contractual Conditions – Lenze Group's general terms and conditions for deliveries and consulting services for exclusively commercial purposes shall apply.

2.12
German law shall apply. The place of jurisdiction is the registered office of the corresponding company from the Lenze Group.

3 Rules for FOSS

3.1
Lenze also distributes software licensed as Open Source Software, i.e. meeting the requirements of the Open Source definition or the Free Software definition (hereafter referred to as "FOSS"). A list of components licensed as FOSS, as well as the applicable licensing texts, can be found in the "License" directory and, after installation, below the installation directory of the relevant component in the "License" folder.

3.2
The source code of FOSS is made available to the Buyer with the relevant copyright notices, disclaimers and any further information, on the data medium or for download.

3.3

Lenze warrants that the Buyer is allowed to use the FOSS for the contractual purposes. The Buyer may acquire further usage rights in the FOSS from the respective owners if he concludes licensing agreements with these parties under the conditions of the applicable open source licenses.