Licensing Terms for the IoT platform (purchased version)

The provider and licensor of the IoT platform software is Springer Maschinenfabrik GmbH, Hans-Springer-Strasse 2, 9360 Friesach, Austria, tel.: +43 4268 2581 – 0, fax: +43 4268 2581 – 45, office@springer.eu (hereinafter referred to as Springer or the Licensor).

The following licensing terms (hereinafter referred to as the Licensing Terms) specify the legal framework under which our IoT platform software is operated by the user (hereinafter referred to as the User).

I.   SUBJECT MATTER

1.   These Licensing Terms govern the ongoing provision of the IoT platform software in object code, including the associated user documentation (hereinafter referred to as the Contractual Software) and grant the rights of use outlined herein. The user documentation specifies the hardware and software environment within which the IoT platform software can be used.

2.   The Licensor provides the User with a copy of the Contractual Software. If the software is delivered as a download, the Licensor will provide the User with the Contractual Software to download. The Licensor will give the User the user name and relevant password in order to log into Springer's protected download section.

3.   The relevant features/outlines define the nature and functionality of the Contractual Software. Such information can only be considered to be descriptions and not guarantees. A guarantee is only given if it has been explicitly designated as such.

4.   Installation, configuration and maintenance services are not the subject matter of the contract.

5.   If a maintenance contract has been concluded with the User for the Platform, Springer reserves the right to replace its services by those of a similar and equivalent nature. The same applies to updates and upgrades to ensure the state of the art is upheld and should Springer need such updates and upgrades for operational reasons. If the User has to carry out modifications or replacements of the components provided by him or her as a result of services being substituted, he or she will bear the costs and expenses required for this himself or herself, unless explicitly agreed otherwise.

II.   GRANTING OF RIGHTS

1.   The User receives a non-exclusive, unrestricted right in terms of time and geographical location, to use the Contractual Software. The Contractual Software may only be used simultaneously by the same number of natural persons for whom the User has purchased licences. Intended usage includes installing the Contractual Software, loading it into the RAM and its usage by the User as

Springer Maschinenfabrik GmbH | office@springer.eu | www.springer.eu

Headquarter: Hans-Springer-Strasse 2 | A-9360 Friesach | Office Linz: Hafenstrasse 2a | A-4020 Linz | T +43 4268 2581-0 | F +43 4268 2581-45 |
Firmenbuch Nr. FN 103106 b | Landesgericht Klagenfurt | UID Nr. ATU 26054505 | DGNR: 201327640 | EORI-Nummer: ATEOS1000003146
UniCredit Bank Austria AG | IBAN AT39 1100 0098 1589 5900 | BIC BKAUATWW | Volksbank Kärnten eG | IBAN AT75 4213 0451 0238 0008 | BIC VBOEATWWKLA

specified. The User may not duplicate, modify, edit, rent out or in any other way sublicense the Contractual Software purchased, publicly reproduce (wirelessly or wired) or make it accessible, or give it to third parties, whether for a fee or free of charge without prejudice to the regulations in points II. 3 and 4.

2. The User may make a back-up copy of the Contractual Software as long as such back-up is required to use such Contractual Software in future. The User undertakes to state on the afore-mentioned back-up copy that it is a back-up copy so that such comment can be clearly seen and add a copyright notice referring to the Licensor.

3. The User is entitled to decompile and duplicate the Contractual Software should this be neces-sary to retain the interoperability of the Contractual Software with other programs. However, this only applies if the Licensor does not make the necessary information required to do so available to the User within a reasonable period of time upon the User's request.

4. The User may give the copy of the Contractual Software purchased to a third party to keep. In the aforementioned case, the User undertakes to cease using the Contractual Software, to re-move all copies installed from his or her computer and to delete all copies on other data media or to forward such copies to the Licensor, unless there a legal obligation exists to retain such copies for a longer period. If requested to do so by the Licensor, the User must confirm in writing that the aforementioned measures have been carried out and, if necessary, to provide evidence of the reasons why such copies need to be retained for a longer period. Furthermore, the User undertakes to reach an agreement with the third party, who receives the Contractual Software from him or her, to observe the scope of granting of rights specified in these Licensing Terms.

5. The User is not entitled to use brands, elements of brands or logos used by Springer without Springer's consent.

III. GUARANTEE AND LIABILITY

1. The Licensor guarantees that the Contractual Software complies with the quality agreed and that the User may use the Contractual Software without breaching the rights of third parties. The guarantee does not apply to defects arising from the fact that the Contractual Software supplied by the Licensor is used in a hardware and/or software environment that does not meet the re-quirements specified in the user documentation and for which the contractual documentation has therefore not been explicitly approved.

2. Insofar as any law does not specify otherwise and unless otherwise agreed, the guarantee period for contractual services for which statutory entitlements under guarantee exist is six months. The

guarantee period commences once the Contractual Software is provided to the User. Remedying defects or attempts to make improvements do not extend the guarantee period.

3. During the guarantee period, the User must report defects in writing without delay as soon as he or she has received the product and within three working days of becoming aware of such defects at the latest, stating the nature and extent of the defect (notice of defects). If a notice of defects is not reported or not reported in time or not correctly, performance is deemed to be in compliance with the contract. This also applies should such a defect only become apparent at a later juncture.

4. Springer reserves the right to use its own discretion as to whether it remedies the defect or replaces the product. Any failure on the part of Springer to remedy the defect will not prejudice the User's right to reduce the price. The User must give Springer the appropriate time and opportunity required to remedy defects. Should the User refuse to do so, or shorten the time allotted for such remedying of defects to an unreasonable extent, Springer's obligation to remedy the defects is waived.

5. Springer only accepts liability in the event of intent or gross negligence, or in the case of loss of life, physical injury and harm to health. Springer accepts no liability in cases of force majeure. Liability for loss of profit, loss of economies, loss of interest, indirect and consequential damage, non-material damage, as well as damage from third-party entitlements, the constant availability of the Platform, as well as lost or altered data is ruled out.

IV.   SECURITY MEASURES

1. The User undertakes to safeguard the Contractual Software from access by unauthorised third parties. He or she will take appropriate measures in this respect. In particular, he or she undertakes to keep all copies of the Contractual Software in a place protected from access by unauthorised third parties.

2. The User must inform Springer in writing without delay if unauthorised third parties have gained access to the Contractual Software. The User accepts full responsibility for all actions undertaken by third parties if the User is responsible for such actions.

3. At the Licensor's request, the User undertakes to enable the Licensor to verify that the Contractual Software is being used as specified by contract and in particular with regard to compliance with the contractual scope of use. As part of such verification, the User undertakes to give information to the Licensor, to grant the Licensor access to the relevant documents and to provide the opportunity for the Licensor to inspect the hardware and software environment used. The Licensor may undertake the inspection on the User's premises during standard office hours. The

Licensor may also appoint third parties, who have a duty of confidentiality, to carry out the inspection in the specified manner. The Licensor must ensure that the User's business is disrupted as little as possible due to the Licensor's presence on the User's premises.

4. It is the User's responsibility to take appropriate precautions on a consistent basis to back up his or her data and in particular to apply back-up procedures commensurate with the quantity and importance of the data. Furthermore, the User must take the necessary precautions to back up his or her systems and, in particular, to apply protective measures to ward off malware.

V.   CONFIDENTIALITY

1. The parties undertake as follows:

- To keep confidential any secret information (e.g. any commercial, financial, technical information, expertise, trade secrets) or any other information of whatever nature relating to a party or any of its corporate affiliates and which has been disclosed by either party to the other (in writing, verbally or by any other direct or indirect means) before or after these Licensing Terms have been concluded and disclose such information only to those people or authorised third parties who need to be aware of such confidential information. Third parties entitled to such information are all members of legal entities, the bodies of such entities, employees, legal counsel, auditors, investment advisors, financial partners, subcontractors or other agents of a party or its affiliates.

- They will only make use of the confidential information in order to fulfil their contractual obligations.

2. Each party may disclose confidential information to third parties if they are obliged to do so by law, court order or due to official rulings. In the event of such a disclosure, the party will inform the other party at as early a juncture as possible so that both parties can jointly take steps to ensure that the utmost secrecy of the confidential information is maintained.

3. The obligation to keep information confidential does not apply to the following information:

- Information, which at the time it was disclosed, was already in the public domain or entered the public domain afterwards without breaching these obligations or

- Information that the recipient party has lawfully received from third parties or

Information which can be demonstrated to be legally in the possession of the recipient party prior to conclusion of the contract, or was obtained independently of the information provided.

VI. MAINTENANCE CONTRACTS

1. If a maintenance contract has been signed with the User, the User undertakes the following obligations (more detailed/further obligations are included in the maintenance contract):

    • Should the Contractual Software be developed further, the User must, after being informed by Springer, make the necessary adaptations in the hardware and software environment used;

    • For the term of the collaboration, the User must provide a designated contact and tell Springer the name of such person.

2. If a maintenance contract has been concluded with the User, Springer is entitled to use the data generated during the period in which its services are used, in other words and in particular, all data created while using the Contractual Software for machine learning, artificial intelligence and similar applications (insofar as this does not involve personal data in an anonymised form – see Springer's data privacy policy at [*https://www.springer.eu/dsgvo/*] and to exploit such data in full, also in a derived form, in further products, without giving rise to entitlements on the part of the User. This includes the right to store, modify, reproduce and/or publish this information in whole or in part free of charge and to make it publicly accessible and/or available in any conceivable way.

VII. MISCELLANEOUS

1. Springer is entitled to assign rights and obligations arising from these Licensing Terms in full to affiliated companies. Springer will inform the User of such assignment in writing in a timely manner.

2. The contractual relationships between the parties in conjunction with these Licensing Terms are governed exclusively by Austrian law. The UN Convention on Contracts for the International Sale of Goods and all provisions relating thereto, as well as all reference norms, are explicitly ruled out.

3. The exclusive venue is the court with jurisdiction in Klagenfurt.

4. The unenforceability of certain clauses in these Licensing Terms will not prejudice the enforceability of the remaining Licensing Terms. Any unenforceable provision will by substituted by a provision that approximates the commercial impact of the unenforceable one as closely as possible.

Springer Maschinenfabrik GmbH | office@springer.eu | www.springer.eu
Headquarter: Hans-Springer-Strasse 2 | A-9360 Friesach | Office Linz: Hafenstrasse 2a | A-4020 Linz | T +43 4268 2581-0 | F +43 4268 2581-45 |
Firmenbuch Nr. FN 103106 b | Landesgericht Klagenfurt | UID Nr. ATU 26054505 | DGNR: 201327640 | EORI-Nummer: ATEOS1000003146
UniCredit Bank Austria AG | IBAN AT39 1100 0098 1589 5900 | BIC BKAUATWW | Volksbank Kärntnen eG | IBAN AT75 4213 0451 0238 0008 | BIC VBOEATWWKLA