

**License Agreement for the Demo Version
of the Dürr EMOS.Web
Standard Software**

§ 1

Subject of the agreement

- (1) The subject of this license agreement (hereinafter referred to as "Agreement") is the granting of a right of use in computer programs by Dürr Systems GmbH, Otto-Dürr-Straße 8, 70435 Stuttgart (hereinafter referred to as "Dürr") to the Licensee. The computer programs covered by this Agreement shall be understood to mean the EMOS.Web Single Server Demo program developed by Dürr and standard programs developed by third party software manufacturers (hereinafter referred to as "Third Party Programs") (the EMOS.Web Single Server Demo and the Third Party Programs together being referred to as "Software"). Detailed information on the Software can be found on website www.durr.com.
- (2) With the download of the Software from Dürr's website, however at the latest with installation of the Software, the Licensee accepts the validity of the terms and conditions of this Agreement and, insofar as they exist, the separate Terms and Conditions of Use and Licensing (sometimes also called End User License Agreements) of the Third Party Programs in the meaning of sub-paragraph 1. Proximately beside the download button there is a link to this Agreement, which is also displayed during the installation procedure; the separate Terms and Conditions of Use and Licensing for Third Party Programs are sometimes attached to the respective Third Party Program and will be made available to the Licensee by Dürr upon the Licensee's request. Differing terms and conditions, e.g. the Licensee's General Terms and Conditions will not become an integral part of the Agreement, even if Dürr does not explicitly object.
- (3) The following Dürr services in particular are not the subject of this Agreement:
 - (a) Training and consulting of the Licensee's employees for handling the Software,
 - (b) Software updating and user support for the Software,
 - (c) Installation of the Software at the Licensee,

- (d) Individual setting of variable parameters of the Software to suit the Licensee's requirements (customizing),
- (e) Individual program extensions for the Licensee (individual modifications),
- (f) Adaptation of software interfaces to the Licensee's requirements.

In order to be entitled to use these services, the Licensee must conclude a separate agreement with Dürr, in which separate payment of remuneration must be agreed. The Licensee has no entitlement to the conclusion of such an agreement.

§ 2

Content and scope of the rights of use

- (1) Dürr grants the Licensee the free-of-charge and non-exclusive right to use the Software unrestricted in time for the purpose for which it is intended. The right of use in the EMOS.Web Single Server Demo is limited in content to one full client concurrent user, one I/O manager server 1000 license, one alarm server 1000 license, one trendserver 1000 license and one license for Dürr add-ons for Microsoft PowerPoint. Further limitations of use, for example with regard to the inputs/outputs (I/Os) connected with the respective server, can result from Dürr's currently valid price list posted on website www.durr.com. The right of use in the Software is granted primarily for the purpose of allowing the Licensee for test purposes to develop graphic user interfaces of manufacturing facilities and (via modules that are required for the runtime of the developed user interfaces) an exchange of data with the controls of the manufacturing facilities, so that the PLC-controlled manufacturing facilities of a company can be operated and observed.
- (2) After the expiry of a period of 30 days after download the Software can be used by the Licensee only to a very limited extent and no longer for the purpose mentioned in sub-paragraph 1. If the Licensee still wants to use the Software after expiry of this period for the purpose mentioned in sub-paragraph 1, he must buy the Software and conclude a separate license agreement with Dürr. This license agreement to be concluded for the Software purchase shall, after its conclusion, have priority over this Agreement for the demo version.
- (3) The right of use in the Software does not include in particular the right to process, translate, lease and lend the Software and also not the right to distribute, disclose in public and make it available online to third parties outside the Licensee's company; moreover, the right of use does not include the right to reproduce the Software, except

if it is required for its intended use or for making a back-up copy. The assignment of rights of use to third parties or granting of sub-licenses and the use of the Software in outsourcing, service bureau, ASP environments or equivalent are not allowed. The Licensor's right of use includes neither the source code nor the source code documentation, and the Licensee is not entitled to claim a disclosure of the source code and the source code documentation from Dürr, unless the special Terms and Conditions of Use and Licensing for individual Third Party Programs in terms of sub-paragraph 4 stipulate such a right of use and such claim of disclosure. The Licensee is not allowed to decompile or disassemble the EMOS.Web Single Server Demo or to reverse engineer it in any other way to obtain the source code. The right to decompile the EMOS.Web Single Server Demo for the exclusive purpose of establishing its interoperability with other computer programs under the preconditions of § 69e of the German Copyright Act remains unaffected. The option for Dürr to disclose the source code and the source code documentation of delimitable components of the EMOS.Web Single Server Demo program to the Licensee voluntarily shall also remain unaffected.

- (4) The above sub-paragraphs shall apply accordingly to the copy of the user documentation of the EMOS.Web Single Server program handed over to the Licensee by Dürr as electronic files and in German.
- (5) For the Third Party Programs mentioned in § 1 sub-paragraph 1, the separate Terms and Conditions of Use and Licensing, insofar as these have been agreed, shall apply additionally to the respective Third Party Program. In case of contradictions concerning the granting of the rights of use, such Terms and Conditions of Use and Licensing for Third Party Programs shall have priority over this Agreement. This shall also apply to open source licenses, if a Third Party Program is subject to an open source license.

§ 3

Defect claims and liability

- (1) If Dürr fraudulently conceals a defect of title or material defect (*Sachmangel*) of the Software, Dürr shall be obliged to compensate the Licensee for any damage resulting therefrom.
- (2) Dürr shall be liable for intentionally caused damage or damage caused by gross negligence.
- (3) In the event of product liability claims Dürr shall be liable pursuant to the Product Liability Act (*Produkthaftungsgesetz*).

- (4) Dürr shall only be liable to the Licensee for the loss of data at the Licensee up to an amount typical for the costs of data recovery incurred despite regular state-of-the-art data protection measures.
- (5) Any liability for damages on Dürr's part beyond the afore-mentioned, irrespective of the legal grounds, shall be excluded.

§ 4

Offsetting, assignment, right of retention

- (1) The Licensee can only offset counter-claims filed by Dürr with undisputed counter-claims or counter-claims that have been validly established as final and absolute.
- (2) The Licensee can only transfer the claims that he is entitled to file to third parties with prior written consent from Dürr, provided these claims are not monetary claims.
- (3) Licensee shall be entitled to claim a right of retention only on account of counter-claims resulting directly from this Agreement or the Terms and Conditions of Use and Licensing for Third Party Programs. Furthermore, Licensee can only claim a right of retention on account of counter-claims against Dürr, if these counter-claims are undisputed or have been validly established as final and absolute.

§ 5

Final provisions

- (1) Any changes or additions to the Agreement must be made in written form. In case of non-compliance, they shall be void. This shall also apply to changes of this written form clause.
- (2) Events of Force Majeure that make performance or the fulfillment of an obligation significantly more difficult or impossible shall entitle the affected party to postpone the fulfillment of this obligation by the time period of the disruption and by a reasonable start-up period. Industrial disputes in the facilities of the parties or industrial disputes in third party facilities, or similar circumstances by which the parties are directly or indirectly affected will be considered as equivalent to Force Majeure.

- (3) This Agreement shall be governed by the Law of the Federal Republic of Germany, the UN law governing Contracts for the International Sale of Goods (CISG) dated April 11, 1980 being excluded.
- (4) The exclusive place of jurisdiction shall be Stuttgart. Dürr also has the right, however, to take legal action against the Licensee at the place of his registered office.
- (5) Should one provision of this Agreement be or become ineffective, then all other provisions shall remain unaffected by this provision. The parties will be required to cooperate in such a case to create provisions by means of which a result is achieved with legal effect, that is as close as possible in commercial terms to the ineffective provision; this shall apply accordingly to the closing of gaps.
- (6) This English version of the Agreement is a translated version for information purposes only. The legally binding version, in particular in case of any doubts, shall solely be the original German version of the Agreement. The original German version of the Agreement will be made available to the Licensee by Dürr upon the Licensee`s request.