Software Licence Terms and Conditions for the OPC UA Standard Interface v1 supplied by GF Machining Solutions Sales Switzerland SA (Version 10/2022)

1. Scope

1.1 GF Machining Solutions Sales Switzerland SA (hereinafter referred to as the "**Licensor**") owns the intellectual property rights to the software interface known as the GF Machining Solutions OPC UA Standard Interface v1 (hereinafter referred to as "**OPC UA**"), which is available upon request (hereinafter referred to as the "**software**") including the associated user documentation as provided in the machine HMI help section options (Maschinen-HMI-Hilfeabschnitt Optionen > Konnektivität), hereinafter referred to as the "**user documentation**", which was developed for use in conjunction with machines (hereinafter referred to as "**machines**") sold by the Licensor. The Licensor is entitled to grant rights to use the software and user documentation.

1.2 The customer (hereinafter referred to as the "**Licensee**") has acquired, from the Licensor, machines to manufacture products for the Licensee.

1.3 The machines are currently installed in the contractually agreed Licensee production locations ("**Licensee production locations**")

1.4 The machines contain an OPC-UA server, which transmits various data and requires the use of the software in combination with other software supplied by the Licensor or software supplied by a third party.

1.5 The following terms and conditions apply to the use of the software.

1.6 The Licensor is willing to grant the Licensee a licence for the use of the software and user documentation, so as to be able to receive the data transmitted by the OPC UA server on the machine (hereinafter referred to as the **"purpose"**).

2. License

2.1 The preamble and all appendices to these terms and conditions are integral components of this licence agreement.

2.2 On condition that the Licensee complies with the terms and conditions of this licence agreement in every respect, the Licensor herewith grants a non-exclusive, non-transferable, non-sub-licensable licence for the use of the software (and all future enhancements developed in conjunction with its permitted usage) only in conjunction with the use of the machines as per their stated purpose in the Licensee's production location; and only for the term of this licence agreement (hereinafter referred to as the "**licence**").

2.3 The Licensee may only copy the software to the extent that copying is essential for the use of the software according to the agreement. Essential copying covers the installation of the software on storage media and loading the software to the RAM.

2.4 The Licensee is also entitled to make a reasonable number of copies of the software purely for the purposes of backing up. This entitlement covers the routine creation of back-up copies to allow data to be rapidly restored following a system crash, as well as the temporary use of the software on an alternative system. The copies of the software made for back-up purposes must be identified as such, and may not be used for other purposes.

2.5 Copies of the user documentation may only be made to the extent that they are required to be able to use the software in accordance with the agreement.

2.6 With the exception of the terms explicitly set out in sections 2.2, 2.3, 2.4 and 2.5, no other licence and no other right to the software and user documentation is granted, directly or by implication, to the Licensee as part of this licence agreement. Without placing any restriction on the applicability of the terms stated above, the Licensee may not

(a) remove or change any notes/comments concerning copyright, proprietary information or other information provided by the Licensor (e.g. in the source code);

(b) assign, sell, sub-license, rent out, transfer or disclose the software or the user documentation, irrespective of what form this takes, to any third parties;

(c) use the software or user documentation in such a way as to create, prepare, design - or support third parties in creating, preparing or designing - software similar to the licensed intellectual property, or with the intention of selling, licensing or distributing it to others, where this would compete directly or indirectly with products offered by the Licensor;

(d) modify, compile, decompile, translate, change, convert, analyse, reverse engineer, disassemble or in some other way convert into a legible form the licensed intellectual property; or combine it, wholly or in part, with other IT programs or derive other software/programs from it;

(e) make, reproduce or use copies of the licensed intellectual property or user documentation, or use the licensed intellectual property or user documentation in a way other than provided for in this licence agreement.

3. Licence fees

3.1 In return for all the rights to the software and user documentation granted to the Licensee in the licence agreement, the Licensee shall pay the contractually agreed licence fees to the Licensor.

3.2 Unless otherwise agreed, all payments will be made in the currency of the country in which the Licensor has its headquarters.

3.3 The amounts to be paid by the Licensee in accordance with section 3.1 may not be reduced through counterclaims, offsetting or asserting other licensee rights over the Licensor.

3.4 Under no circumstances will any licence fees received by the Licensor in the context of this agreement be returned, including in the event this licence agreement is terminated prematurely. Termination of this licence agreement does not override the obligation on the part of the Licensee to pay all accumulated licence fees up until the point of termination.

4. Invoices

Invoices become due for payment thirty (30) days after the receipt of the invoice.

5. Intellectual property

The Licensor is and remains at all times the sole owner of all rights, titles and entitlements to and from the software.

6. Confidentiality

6.1 The Licensee agrees and acknowledges that the software and user documentation, as well as all associated information and data, are of significant value to the Licensor and contain and constitute business secrets and confidential information (hereinafter referred to as "**confidential information**") pertinent to the Licensor.

6.2 The obligations to maintain confidentiality set out in section 6 remain, also following the termination of this licence agreement.

7. Warranties and liability

7.1 The software is provided "as seen" without any warranty. However, for a period of twelve (12) months from the date of delivery/installation of the software (the "warranty period"), the Licensor undertakes to assist the Licensee in eliminating any defects in the software supplied, at no cost and with all due care. The term "defect" in this sub-section is deemed to mean variances from the specifications contained in the user documentation for the software.

7.2 The Licensee's sole legal remedy and the Licensor's sole obligation under the terms of this warranty are that the Licensor will make every reasonable, commercially viable effort to correct any material faults in the software notified to the Licensor by the Licensee during the warranty period. This warranty does not cover software defects caused by (a) its use or operation in a different environment than that anticipated or recommended by the Licensor in its user documentation, (b) changes made to the software that were not made or approved by the Licensor or (c) third-party hardware or software that was not approved by the Licensor for use with the software. Additionally, this warranty does not apply to software used with third-party hardware or software that had not been authorised by the Licensor.

7.3 Furthermore, the Licensor makes no representations or warranties, whether explicitly or by implication, in respect of the validity, technical and/or commercial usefulness, usability, quality, suitability for a specific purpose, helpfulness or fitness for purpose of the software, nor that it does not violate the rights of third parties; nor in respect of the completeness/comprehensiveness of the user documentation.

7.4 The Licensor is in no way liable (or in any other way legally responsible) for damages arising out of a loss of profit or business, from business disruption, a loss of business-related information, from third-party damages claims and/or other consequential losses, or from indirect, specific, punitive or exemplary damages related to this licence agreement or which arise as a result of it not being possible to use this software.

7.5 The aforementioned limitations of liability do not apply in the case of intent or gross negligence on the part of the Licensor. All other liability is precluded, irrespective of the legal basis cited.

8. Agreement term and termination

8.1 This licence agreement comes into force on the date on which the order confirmation confirming the order placed by Licensee is confirmed in writing by the Licensor. The licence agreement is concluded for an indefinite period.

8.2 Either party can terminate this licence agreement by giving three (3) months' written notice to terminate at the end of a contractual year. A "**contractual year**" is a period of twelve consecutive months from the date of the installation of the software on the machine.

8.3 If one of the parties to the contract violates a material clause in this licence agreement, the other party may terminate the agreement by writing to the party in violation of the agreement stating how the agreement has been violated and their intention to terminate the agreement as a result. The termination will become effective thirty (30) days after receipt of such notification unless the violation is rectified within this thirty (30)-day period.

8.4 Furthermore, either party to the contract can give notice in writing to the other party to terminate the agreement with immediate effect, if bankruptcy, insolvency, settlement or similar procedures are initiated or threatened against the other party, or if an insolvency practitioner or trustee is appointed to/for the other party to the contract. The Licensor can also terminate this licence agreement with immediate effect if a competitor to the Licensor has gained control of the Licensee.

8.5 Any notice of termination related to this licence agreement must be served in writing and sent by registered post; it will be deemed to have been delivered five (5) working days after dispatch.

8.6 Upon termination or expiry of this licence agreement, on no matter what grounds, the Licensee must, without delay: (a) cease all usage of the software and (b) return the software and return or delete all copies of the software on the Licensee's storage media (and have the deletion certified by an employee authorised to represent the company).

9. Other items

9.1 Should a clause in this licence agreement prove to be or become invalid or impracticable, this does not affect the validity or enforceability of the other clauses. The invalid clause shall be replaced by a clause that comes as close as possible to the original business intent of the parties.

9.2 The Licensee is not entitled to assign the rights and obligations arising out of this license agreement to a third party without the prior written agreement of the Licensor.

9.3 Changes or supplements to these provisions are only binding if they have been set down in writing and signed by both parties to the agreement. This also applies to any waiver of this written form requirement.

9.4 This licence agreement is governed by Swiss law, and all conflict in law regulations are precluded.

9.5 The sole places of jurisdiction for all disputes, differences of legal opinion or legal claims arising out of or in conjunction with this licence agreement, including its validity or invalidity, whether it has been violated or is subject to termination, are the courts with responsibility for these matters in Schaffhausen, Switzerland.