

## **SOFTWARE LICENSE TERMS**

### **"SEEDMECH"**

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The software license terms include the various copyright provisions and the rights of use and other rights for the software product purchased by the customer (licensee) from Wintersteiger AG (licensor). By using this software the licensee confirms his explicit agreement with these license terms.

#### **1. Subject matter, scope**

- 1.1. Wintersteiger AG (licensor) shall provide the customer (licensee) with the software to be used in accordance with these license terms in return for a fee; the amount of any such fee shall be in accordance with the sales price stated by Wintersteiger AG in its current sales price list. All other rights to the software shall be retained in full and unreservedly by the licensor.

#### **2. Copyright**

- 2.1. The software is protected by copyright according to the provisions regarding the protection of software and/or computer programs. Copyright covers in particular, but not exclusively, the program code, documentation, appearance, structure and organization of the program files, program name, logos and other forms of representation within the software. As the manufacturer, the licensor shall retain all other rights arising from such copyright.
- 2.2. If the licensor discloses any company secrets to the licensee with respect to the use of his license, the licensee shall agree to keep any such secrets confidential for an indefinite period of time. The licensee shall also agree in particular to treat all software and documentation as confidential and ensure that it is not disclosed in full or in part to third parties, or indeed forwarded to any such third parties, unless he is permitted to do so under the terms of this contract or other written agreement with the licensor.
- 2.3. Copyright notices, serial numbers or other features used to identify the program may not under any circumstances be removed or altered.

#### **3. Rights of use**

The following agreements shall apply regarding the surrender of rights of use to the software:

##### **3.1. Scope of the license**

- 3.1.1. Following full and unreserved payment, the licensee shall be granted a simple, unlimited and non-exclusive right to use the software and associated documentation for his own purposes.
- 3.1.2. Until payment of the respective fee that is due is made in full (Point 1.1.), the licensee shall only be entitled to use the software on a revocable basis. The licensor may revoke the use of any such services for which the licensee has failed to pay the required fees, and may do so for the period of any such default. With respect to the unlimited transfer of rights of use, the licensee shall only be granted the unlimited and irrevocable right to use the licensee's services protected by copyright upon payment of the agreed fee in full.

- 3.1.3. The licensee shall ensure that all data processing equipment (e.g. hard disks and CPUs) on which the software is to be fully or partially copied, either temporarily or permanently, is found on machines or in rooms owned by the licensee and in his direct possession.
- 3.1.4. If the rights of use expire for any reason whatsoever, then the licensee shall return the software, any copies made by him where necessary (backup copies) and documentation to the licensor. If it is physically impossible to return the software and copies for technical reasons, then the licensee shall delete any such items and confirm this to the licensor in writing.

### **3.2. Copies**

- 3.2.1. The licensee shall not be permitted in principle to make copies of the software and install or use them.
- 3.2.2. The licensee may copy the software or any part thereof to the extent that this may be necessary in order to use the software. Necessary copies referred to in the aforementioned clause include the installation of software from the original data storage device to the hard disk of the hardware in use as well as the loading of software onto the internal memory.
- 3.2.3. The licensee may make a single copy of the individual software items onto a durable data storage device for data backup purposes; backup copies of the software must be expressly labeled as such.
- 3.2.4. Any other copies (including the printing of the program code using a printer and the printing and photocopying of the program description) are not permitted.

### **3.3. Multiple uses**

- 3.3.1. In the event data processing equipment is replaced, the licensee must delete any software from the hard disk of the hardware used to date. He shall not be permitted to store or use any software intended for a particular workstation or machine at the same time on more than one workstation or machine. It shall not be permitted to use any software intended for a particular workstation within a network or any other multi-station computer system.

### **3.4. Forwarding**

- 3.4.1. The software itself may not be forwarded or transferred to third parties by the licensee for profit-making purposes or other purposes; this may not be done either free of charge or in return for a fee, nor may it be done permanently or for a limited period of time either.
- 3.4.2. The licensee may forward or transfer the software, together with a machine in his possession on which the software is installed, to third parties provided the third party accepts the provisions of these license terms regarding the rights of use and the licensee hands over all software copies, including any backup copies, or destroys any copies which are not handed over. The licensee may no longer use the software once it has been transferred or indeed during its transfer.
- 3.4.3. The licensee shall immediately notify the licensor in writing of any use by a third party or of any forwarding to a third party; he must in particular disclose the name and address (including email address) of any such third party.
- 3.4.4. The licensee shall prevent the use of the software by a third party or prevent any forwarding to a third party if he suspects that the third party will fail to comply with and/or breach these license terms.

### **3.5. Decompilation and program changes**

- 3.5.1. Retranslations of the transferred program code into other code forms (decompilation) and other types of reverse engineering of the different manufacturing stages of the software are not permitted. If interface information is required for the interoperability of an independently created computer program, then this may be requested from the licensor or a duly appointed third party, provided it is technically possible to do so, in return for payment of a small fee to cover any costs.
- 3.5.2. Translations, adaptations, arrangements and any other alterations of the software, or any part thereof, and the copying of any results obtained shall only be permitted to the extent necessary in order for the licensee to be able to use the software.

### **4. Software defects**

- 4.1. If the software is defective, the licensor shall either repair the software or supply another copy at the request of the licensee ("remedial action"). The licensor may refuse to carry out the chosen remedial action or refuse to carry out any remedial action at all if it is only possible with disproportionate costs. In case of replacement, the licensor shall be obliged to bear any necessary costs for this purpose, in particular any costs related to the transmission of the software. If the software supplied by the licensor as part of his remedial action is free from defects, then the defective software must be fully removed from all of the licensee's data storage devices and must not be forwarded to any third parties.
- 4.2. Any additional claims by the licensee, in particular compensation claims by the licensee for lost profits or other financial losses, shall only exist to the extent of the provisions contained in this software license agreement regarding the liability of the licensor.

### **5. Liability of the licensor**

- 5.1. The licensor shall only be liable for willful intent and gross negligence. The licensor shall only be liable for ordinary negligence on its merits if a duty is breached and compliance with said duty is of major importance in order to fulfill the purpose of the contract ("cardinal obligation"). The licensor shall only be liable for ordinary negligence to an amount limited to calculable damages.
- 5.2. In cases of initial impossibility, the licensor shall only be liable if it was aware of the obstacle to performance or if it remained unknown to him due to gross negligence.
- 5.3. The limitation period for damage claims against the licensor shall be one year calculated from the start of the statutory limitation period.
- 5.4. The aforementioned limitations of liability shall not apply to claims pursuant to the Product Liability Act, nor shall they apply to damages related to injury to life, limb or health.
- 5.5. The licensor shall not be liable in the event of any use of the software that is in breach of the contract.

### **6. Choice of law, place of jurisdiction, other**

- 6.1. It is hereby agreed that the place of performance shall be Ried im Innkreis and that the competent court located at 4910 Ried im Innkreis, Austria, shall have sole jurisdiction for all claims arising from the commercial relationship with Wintersteiger AG. However, Wintersteiger AG is also entitled to file suit against you at its general court of jurisdiction.
- 6.2. This contractual relationship or claims arising from or in conjunction with this contractual relationship shall be governed solely by material Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

6.3. The general sales and delivery terms of WINTERSTEIGER AG, as amended, shall apply. To view these terms, please click on [www.wintersteiger.com](http://www.wintersteiger.com) under the "Group" menu item.