

HILSCHER netFIELD Source Code/Software LICENSE AGREEMENT

This document is a legally valid contract between you and Hilscher Gesellschaft für Systemautomation mbH ("Hilscher"). Please read through this License Agreement carefully before installing and using the software. By installing the software and using it, whether in whole or in part, you accept all of the provisions of this Agreement. If you decline to accept these terms and conditions, please do not install or use the software.

The software is not free.

Next to Hilscher software components the software may include and use also components released as Open Source software licensed under Open Source licenses such as listed here <https://opensource.org/licenses>. For those Open Source software components the license terms of this license do NOT apply. Instead the concrete licensing information are made available by Hilscher to the user as a separate information in either textual form or as link.

Redistribution and use in source and binary forms of the software, with or without modification, are permitted provided that the following conditions are met:

A. The copyright notice: Copyright © 2021 Hilscher Gesellschaft für Systemautomation mbH must be included in all copies or substantial portions of the Software.

B. Redistributions must reproduce the following disclaimer:

NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THE LICENSE AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations. Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN LICENSE AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. The software may only be used / modified / an distributed if you have

- purchased the software from Hilscher by direct purchase or
- purchased indirectly by purchasing a product Hilscher Product that includes the software or
- Hilscher has explicitly agreed /approved the use of the software in writing or
- Hilscher is making the software publicly available via electronic communication services, such as any internet platform.

D. In case of indirect purchase of the software through a Hilscher product (where the software was included), it is not allowed to use the software commercially or transfer it to any other than the purchased product. Under no circumstances, you are entitled to publicly reproduce it or make it accessible to others.

II. Copyright

Marked parts of this software program are protected under German and international copyright law as well as under international laws and regulations governing commerce and the protection of intellectual property. Hilscher retains all ownership rights thereto, including all intellectual property rights.

III. Termination

The provisions hereof governing licensing shall continue in force until this Agreement is terminated. You may terminate this Agreement at any time by destroying all copies of the Software. Hilscher will automatically terminate your license without further notice if you violate the provisions or conditions of this License Agreement. In such a case, you are obligated to destroy all copies of this Software and all parts and components, irrespective of the form thereof.

IV. Warranty

Hilscher cannot guarantee that the Software will meet your requirements, that you will enjoy uninterrupted use thereof, or that the Software is free of errors and defects.

Hilscher's warranty extends, at its own option, to subsequent performance or to reimbursement of the purchase price. A defect is also deemed to have been remedied if Hilscher notifies you of reasonable ways to avoid the effects of the defect in question. Nothing herein shall affect the rights of the Parties to rescind this Agreement or reduce the payment owed hereunder; these rights must be asserted by way of written notice. If Hilscher performs services during troubleshooting or remediation of errors without being obligated to do so, Hilscher is entitled to demand remuneration for such services in accordance with the customary fees. This applies in particular if the presence of a defect cannot be proven or if the defect is not attributable to Hilscher.

With the exception of the abovementioned limited warranty with regard to a licensed full version of the Software, Hilscher disclaims any and all other warranties, whether express, implied, or of any other nature. Likewise, Hilscher makes no warranty that it will not assign rights to another party or any warranty regarding the ownership rights to the Software, or that the Software is free of interventions by third parties.

Using the Software for military purposes, or utilizing it in applications or systems in which potential Software malfunctions might, as far as it is humanly possible to determine, cause or entail bodily injury or injuries leading to death, is prohibited. If you use the Software in such an environment, you do so at your own risk. The Software is not designed, intended, or licensed for use in dangerous environments that demand fail-safe control mechanisms.

Use of the Software is strictly prohibited in the fields of design, construction, maintenance, or operation of nuclear facilities and of air traffic control or air communications systems, as well as the field of life support or weapons systems. Hilscher disclaims any and all liability for damage or losses resulting from such use of the Software in violation of this provision.

IV. Disclaimer

The Software was produced and tested by Hilscher with care and is provided to you purely as is. Hilscher cannot make any warranty that the Software is functional or free of errors with regard to all conditions and cases arising in the IoT Gateway Produkt application thereof, or for the results of work produced when the Software is used by the user.

Hilscher makes no further representations or warranties and grants no further provisions or conditions (whether express or implied, arising from a business relationship or customary practice, or derived from statutory, common-law, or other laws and regulations) with regard to the Software's merchantability, freedom from defects in title, suitability for integration or usability for particular purposes, unless such representations, warranties, and/or provisions are stipulated under applicable law and cannot be restricted.

In all cases of contractual or non-contractual liability, Hilscher shall pay damages only within the following limits:

- a) In the case of wrongful intent, Hilscher shall pay damages in the full amount. In the case of gross negligence, Hilscher is liable only if and insofar as the damage or loss in question is foreseeable and typically occurs in such situations and the obligation that has been violated should have prevented it. Hilscher disclaims all liability for gross fault on the part of its agents in performance of its contractual representative or vicarious agents vis-à-vis commercial business entities if the present Agreement pertains to such entities' commercial business operations, unless the fault lies with executive representatives in performance of Hilscher or primary contractual obligations have been violated. Hilscher is likewise liable in the event that the Software does not display a characteristic quality warranted by Hilscher.
- b) Hilscher is liable for ordinary negligence only if and insofar as compliance with the obligation that has been violated is especially important to achieving the purpose of this Agreement (cardinal obligation). In the event of violation of a cardinal obligation, Hilscher's liability is limited to the damage or losses that can typically be expected to occur in the context of provision of software.
- c) Liability for data loss is limited to the typical costs of restoration thereof that would be incurred if backup copies were made regularly and in accordance with the level of risk in question.
- d) Nothing herein shall affect the liability of Hilscher for personal injury or its liability pursuant to the Produkthaftungsgesetz (Product Liability Act of the Federal Republic of Germany).

V. Miscellaneous Provisions

Should it transpire that any part of this Agreement is invalid, unlawful, or unenforceable, such circumstance shall not affect the validity and enforceability of the remainder hereof. If you have any questions regarding this License Agreement, please contact Hilscher.