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Supplemental clauses in accordance with Section 1.3 of the General Terms and Conditions of Delivery and Service: Licensing of Software Products for Industrial Automation (power supply, measuring, shifting, steering)

1   Scope of application
1.1   These supplemental clauses always apply if the Contract, partially or completely, includes the licensing of Software by Supplier to the benefit of Purchaser.
1.2   These supplemental clauses exclusively apply to the licensing of Software by Supplier to the benefit of Purchaser.
1.3   All definitions used in the Terms and Conditions and in any other applicable supplemental clauses are incorporated into these supplemental clauses.
1.4   These supplemental clauses supplement the provisions of the Terms and Conditions. In the event of conflict between a provision in these supplemental clauses and a provision in the Terms and Conditions, the provision in the supplemental clauses shall prevail.

2   Object
2.1   These supplemental clauses determine the conditions of licensing of (i) Standard-Software, (ii) Engineering-Software, (iii) Runtime-Software and/or (iv) Embedded Software (collectively referred to as "**Software**" and in the Terms and Conditions stated as "Delivery Item").
2.2   The Software may include Open-Source-Software-Components. Supplier will inform Purchaser thereof.
2.3   The Software may include Third-Party-Software-Components. Supplier will inform Purchaser thereof.
2.4   The Software may include Customer-Software-Components. In this case, irrespective of any conflicting provision in the Terms and Conditions, all claims for defects and liability on the part of Purchaser towards Supplier with respect to such Customer-Software-Components are excluded.
2.5   The Parties agree that Standard-Software means Software which has been created completely or partly by Supplier and which can run on different hardware.
2.6   The Parties agree that Engineering-Software means Software for engineering, e.g. configuration, programming, parametrization, testing or launching, which has been created completely or partly by Supplier.
2.7   The Parties agree that Runtime-Software means Software for operating plants and machines, e.g. operating systems, base systems, system extensions, or drivers, which has been created completely or partly by Supplier.
2.8   The Parties agree that Embedded-Software means Software which has been created completely or partly by Supplier and which can only be used on specific hardware.
2.9   The Parties agree that Open-Source-Software means Software whose source code is public and can be consulted, altered and used by third parties in accordance with the Open-Source-Software-License conditions.
2.10   The Parties agree that Third-Party-Software means Software which has been created by a third-party manufacturer and which Supplier licenses or sublicenses to Purchaser.
2.11   The Parties agree that Demo-Software means a trial version of a Software which is provided to Purchaser by Supplier free of charge, but merely for the purposes of presentation or trial, for a temporary and application restricted use.

3   Intellectual Property Rights and Rights of Use
3.1   Unless the Parties have expressly agreed otherwise in writing, the intellectual property rights to the Software remain entirely with Supplier, without prejudice to Sections 10 and 11.
3.2   Unless the Parties have expressly agreed otherwise in writing and without prejudice to Sections 10 and 11, Supplier grants Purchaser in accordance with the following terms:
-   in case of Standard-Software, a single license, according to Section 4, a multiple license or network license according to Section 5, or an unlimited license according to Section 6;
-   in case of Engineering-Software a single license, according to Section 4, a multiple license or network license according to Section 5, or an unlimited license according to Section 6, but in any case in full compliance with Section 8;
-   in case of Runtime-Software a single license, according to Section 4, a multiple license or network license according to Section 5, or an unlimited license according to Section 6, but in any case in full compliance with Section 9;
-   in case of Embedded-Software a single license, according to Section 4.

4   Single license
4.1   Supplier grants Purchaser the simple, non-exclusive right to use the Software with the devices potentially mentioned in the Contract. Any Software provided to Purchaser may only be used on one device at a time.
4.2   If there are several workstations on one device on which the Software can be used independently, the single license only covers one workstation.
4.3   Purchaser is entitled to create reproductions of the Software, which may only be used for purposes of security (backup copies). Purchaser is not entitled to make copies of the provided documentation. Besides, Purchaser is only entitled to reproduce the Software under a multiple license or an unlimited license.
4.4   Purchaser is not entitled to alter, to reverse engineer, or to translate the Software, to extract parts of it, to connect it to other programs, or to derive Customer-Software from it, unless otherwise expressly permitted be mandatory law.
4.5   Purchaser is not entitled to remove alphanumeric or other codes from the data carriers and must transfer them unchanged to the backup copies.
4.6   Purchaser undertakes (i) to keep the Software, including the documentation, carefully in order to prevent any misuse, and (ii) to keep the Software secret from third parties and to oblige employees who have access to the Software to comply with the existing confidentiality obligations and usage restrictions.
4.7   Supplier grants Purchaser the revocable right to retransfer the rights of use, transferred to Purchaser, to third parties. If Purchaser has acquired the Software together with a device, Purchaser is only entitled to transfer the Software together with such device for use by third parties. Purchaser shall conclude a written agreement with the third party according to which, the third party respects the obligations arising from this Contract. If Purchaser licenses the Software to a third party, Purchaser is responsible for the compliance with any potential export requirements and shall exempt Supplier from the obligations in this regard.

5   Multiple license or network license
5.1   In order to use the Software on several devices or workstations at the same time, Purchaser needs a multiple license. The prerequisite for obtaining a multiple license is the granting of a single license in addition to a written confirmation of Supplier regarding the number of authorized reproductions that Purchaser is entitled to create of the

Software licensed with the single license.
5.2   Under a multiple license, Purchaser is granted the simple, non-exclusive and non-transferrable right to create the number of reproductions of the Software stated in the written confirmation, as well as to use the created reproductions in accordance with the provisions concerning single licenses and to license them to third parties for use.
5.3   The use of the Software on several devices is equivalent to the use of the Software in a single network on several workstations where no reproductions of the Software are created (network license). The rules concerning multiple licenses apply accordingly to network licenses. The number of authorized workstations corresponds to the number of authorized reproductions.
5.4   Purchaser shall respect the instructions for reproduction submitted to him by Supplier together with the multiple license. Purchaser shall keep records of the location of all reproductions and submit them to Supplier upon request. Purchaser shall transfer any alphanumeric or other codes from the data carriers to all reproductions in an unchanged manner.

6   Unlimited license
6.1   In order to use the Software on unlimited devices or on unlimited workstations at the same time, Purchaser needs an unlimited license. The prerequisite for obtaining an unlimited license is the granting of a single license in addition to a written confirmation of Supplier granting an unlimited license.
6.2   Under an unlimited license, Purchaser is entitled to the non-exclusive and non-transferrable right to create an unlimited number of reproductions of the Software without time limitation, as well as the right to use the reproductions created in accordance with the rules for single licenses and to license them to third parties for use.
6.3   Purchaser shall respect the instructions for reproduction submitted to the Purchaser by Supplier together with the unlimited license. Purchaser shall keep records of the location of all reproductions and submit them to Supplier upon request. Purchaser shall transfer any alphanumeric or other codes from the data carriers to all reproductions in an unchanged manner.

7   Demo-Software
7.1   When downloading the Demo-Software a license is granted for a temporary and application restricted use in accordance with certain Demo-Software-License conditions. Outside the scope of this temporary and application restricted use, the use of the Demo-Software is not authorized.
7.2   To the extent permitted by law, any warranty is excluded in relation to Demo-Software, except in cases of fraudulent concealment of a defect, injury to life, body and health and in case of a deliberate or grossly negligent breach of duty by Supplier.

8   Engineering-Software
8.1   Purchaser is entitled to reproduce, use or license to third parties without any license fee its own programs or data (hereinafter: "**Customer Applications**"), which the Purchaser has created with the Engineering-Software.
8.2   If during the intended use of the Engineering-Software as agreed between the Parties, parts of it are incorporated into the Customer Applications, the right to reproduce without license fee also applies to these parts of the Engineering-Software. Purchaser is not entitled to extract parts of the Engineering-Software otherwise.
8.3   Notwithstanding any provision to the contrary in the Terms and Conditions, any and all liability or warranty claims in relation to Customer Applications from Purchaser towards Supplier are expressly excluded.

9   Runtime-Software
9.1   If Purchaser incorporates Customer Applications - in particular by means of Engineering-Software - into Runtime-Software, Purchaser shall acquire a license in accordance with the agreed intended use and the valid catalog of Supplier, prior to each installation or other reproduction of Purchaser's Customer Applications, which contain Runtime-Software or parts of it, or which Purchaser connects to a copy of its Customer Applications.
9.2   If Purchaser licenses the aforementioned Customer Applications to third parties for use, the following applies regarding the associated Runtime-Software: Purchaser shall completely abandon use of the Software, remove all installed copies from its devices and entities and delete all copies located on other data carriers or, at the request of Supplier, hand them over to Supplier, unless Purchaser is legally bound for a longer time period of storage. Any use of such stored copies is prohibited.
9.3   This Section does not grant any right to extract parts from Runtime-Software.
9.4   Notwithstanding any provision to the contrary in the Contract, any and all liability or warranty claims in relation to Customer Applications from Purchaser towards Supplier are expressly excluded.

10   Open-Source-Software
10.1   Notwithstanding any provision to the contrary in the Terms and Conditions, this Section 10 shall apply to all cases of licensing of Open-Source-Software to Purchaser or if the Software contains Open-Source-Software-Components. In the latter case, Section 10 shall only apply to the part of the Open-Source-Software-Components.
10.2   With respect to Open-Source-Software and any Software derived from Open-Source-Software, the conditions of license governing Open-Source-Software always prevail. Supplier shall inform Purchaser about the use of Open-Source-Software and give Purchaser access to the corresponding license conditions.
10.3   Purchaser shall indemnify Supplier from any claims and costs/expenses incurred by Supplier due to the use of the Open-Source-Software unless the license conditions prohibit this.
10.4   Purchaser is only entitled to use, distribute, reproduce and alter the Open-Source-Software in accordance with the Open-Source-Software-License conditions. If the license conditions for the Open-Source-Software do not provide otherwise, a direct contract and license relation is concluded between (i) Purchaser and/or the end customer on the one hand, and (ii) the original licensor on the other hand.
10.5   Purchaser is strictly prohibited to incorporate Software, which has been created by Supplier, or Third-Party-Software, which is not Open-Source-Software, into Open-Source-Software or into Software derived from Open-Source-Software, without the express prior consent of Supplier.
10.6   Notwithstanding any deviating provision in the Terms and Conditions, but without prejudice to any other terms in the Open-Source-Software-License conditions, any

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claims for defects or liability on the part of Purchaser towards Supplier with regard to Open-Source-Software or Software derived from Open-Source-Software are expressly excluded.

11 Third-Party-Software

11.1 Notwithstanding any deviating provision in the Terms and Conditions, this Section 11 shall apply to all cases of licensing of Third-Party-Software.

11.2 With respect to Third-Party-Software and any Software derived from Third-Party-Software, the conditions of license governing Third-Party-Software always prevail.

11.3 Supplier shall point out the existence and the license conditions of Third-Party-Software in the documentation, and make the Third-Party-Software-License conditions accessible.

11.4 Supplier assigns to Purchaser all transferable warranties, guarantees, indemnities and liability claims granted to Supplier by the Third-Party-Software manufacturer.

11.5 Notwithstanding any deviating provision in the Terms and Conditions, and without prejudice to Section 11.4, any claims for defects or liability on the part of Purchaser towards Supplier with regard to Third-Party-Software or Software derived from Third-Party-Software are expressly excluded.

12 Remuneration, duration, termination

12.1 The remuneration, the duration and the type of license are agreed in the Contract.

12.2 Unless otherwise agreed between the Parties, Purchaser shall pay the remuneration in advance to Supplier.

12.3 Unless otherwise agreed between the Parties, the single license referred to in Section 4, the multiple license referred to in Section 5 and the unlimited license referred to in Section 6 shall be granted for an indefinite period.

13 Software support and maintenance

13.1 Any support relating to the Software, either preventive or corrective maintenance, or the right to patches, updates or upgrades, shall be separately determined in a Software Support and Maintenance Contract.

13.2 Insofar as the Parties have not concluded a Software Support and Maintenance Contract, the Supplier shall be remunerated by Purchaser for its services (consulting, software development, etc.) according to the time spent.

14 Liability for defects

14.1 The Software licensed to Purchaser is well known to Purchaser.

14.2 The liability for defects shall be governed by Sections 9 and 10 of the Terms and Conditions.

15 Software audit

15.1 Supplier is entitled to verify ("**Audit**") the use of the Software by Purchaser, provided that Supplier notifies the Audit thirty (30) days in advance in writing.

15.2 Such Audits take place during the normal business hours of Purchaser, not more than once a year and with a maximum duration of two working days. Purchaser is entitled to refuse the auditors for reasonable motives. All trade and business secrets of Purchaser shall be kept secret. All personal data shall be stored and secured in accordance with applicable law. The results of the Audit are treated confidentially and Supplier shall minimize the interference of the Audit with Purchaser's business operations.

15.3 Purchaser undertakes to assist the Supplier during the Audit, to support Supplier in a reasonable manner and to provide Supplier with sufficient access to information.

15.4 In addition, Purchaser undertakes to pay retroactively any unpaid remuneration within thirty (30) days of written request.

15.5 If no payment is made, Supplier is entitled to extraordinarily terminate the licenses of Purchaser as well as the corresponding Contract to the detriment of Purchaser.

15.6 Purchaser agrees that Supplier is not liable for any costs incurred by Purchaser for assistance during the Audit.