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Supplemental Clauses: Leasing of Software Products for Industrial Automation (Power Supply, Measuring, Shifting, Steering) to Number 1.4 General Terms and Conditions of Delivery and Service

1. Subject of the Supplemental Clauses

- (a) These supplemental clauses serve to supplement and amend the "General Terms and Conditions of Delivery and Service" of JUMO GmbH & Co. KG - hereinafter known as the "AGB" - as defined in the following provisions.
- (b) The subject of these supplemental clauses is software which is regularly co-leased as part of a product.
- (c) The provider does not undertake any obligations to perform software services on the basis of these supplemental clauses. A separate agreement will be concluded to cover said services.

2. Transfer of Risk

Supplemental to No. 5.3 AGB:

In the event of software being transferred by electronic communications media (e.g., the Internet), the risk shall be transferred when the software has left the provider's sphere of influence (e.g., his server during downloads).

3. Liability for Loss of Data

Supplemental to No. 9 AGB:

If a defect in the software which has been transferred causes loss of, or damage to, data and programs at the customer's business, the provider shall be liable only within the scope designated in Nos. 9.1 to 9.7 AGB.

4. Documentation

The customer acquires any documentation belonging to the software separately from the software, unless the order confirmation indicates that the documentation will be delivered together with the software.

5. Single Licence

- (a) The utilization rights to the software specified in the order confirmation or software product certificate are granted to the customer.
- (b) The provider grants to the customer the temporally unlimited and non-exclusive right to utilize the software in conjunction with the equipment designated in the order confirmation or in the software product certificate, whereby any and every software program transferred to the customer may be used on only one device at a time (single licence). If a device comprises a number of workplaces at which the software can be used independently, the single licence covers only one workplace.
- (c) The customer may make copies of the software which may be used solely for backup purposes (backup copies). The user may copy the software for any other purposes solely within the scope of a multiple licence.
- (d) The customer is not entitled to modify, reverse engineer, translate or isolate parts of the software. The customer may not remove alphanumeric and other markings from the data carriers and shall transfer them without change to the backup copies.
- (e) The provider grants to the customer the revocable right to transfer the utilization rights granted to the customer to third parties. If the customer has acquired the software in combination with a device, he may transfer the software for utilization to third parties only in combination with said device. The customer shall conclude a written agreement with the third party, requiring the third party to assume the obligations from this contract. If the customer transfers the software to a third party, the customer is responsible for satisfying any export requirements and shall to this extent indemnify and hold harmless the provider from any obligations.

6. Multiple Licence

- (a) A customer wishing to use the software concurrently on a number of devices or at a number of workplaces requires a multiple licence. The prerequisite for a multiple licence is the granting of a single licence, plus a written confirmation by the provider regarding the number of permissible copies which the customer may make of the software transferred on the basis of the single licence. The multiple licence grants the customer the temporally unlimited, non-exclusive and non-transferrable right to create the number of copies designated in the written confirmation and to use the created copies in accordance with the regulations for single licences and to transfer them to third parties for utilization.
- (b) The use of the software at a number of workplaces in networks is the equivalent of the use of the software on a number of devices concurrently, although in this case there is no copying of the software (network licence). The regulations for multiple licences apply to network licences analogously. The number of permissible workplaces corresponds to the number of permissible copies.

- (c) The customer shall observe the instructions for making copies supplied by the provider together with the multiple licence. The customer shall keep records regarding the location of any and all copies and, at the provider's request, submit said records to the provider. The customer shall transfer without modification any and all alphanumeric and other markings on the data carriers to any and all copies.

7. Liability for defects

Supplemental to No. 10 AGB:

- (a) Provider and customer are in agreement that it is not possible to develop software which is defect-free under all application conditions. Any deviations of more than insignificant nature - provided that the defect is not the lack of a guaranteed characteristic - from the pertinent documentation occurring in the most recent release transferred to the customer which are proven by the customer and reproducible shall be deemed defects in the software. The customer is obligated to provide to the provider verifiable documents regarding the type and occurrence of deviations from the documentation and to cooperate in the localization of errors. The **Liability for defects** does not cover defects which are caused by deviations from the conditions of use foreseen for the program and described in the documentation.
- (b) If the defective data carriers are defective, the customer may require only that the provider substitute defect-free copies for the defective carriers.
- (c) In other cases, the provider shall, at his discretion, eliminate the defect by transferring a new build (update) or by providing a new release (upgrade) as a substitute. The provider shall make available to the customer an interim solution for the evasion of the defect until an update or upgrade can be made available, provided that this is possible without excessive expenditures and that the customer cannot process urgent tasks as a consequence of the defect. If the elimination of the defect fails, the customer has the right to reduce the purchase price or to cancel the contract. If the provider has granted the customer a multiple licence, the customer may create copies of the upgrade provided as a substitute in a number corresponding to the multiple licence.
- (d) The determination and elimination of the defect may be undertaken, at the provider's discretion, at the customer's or provider's place of business. If the provider chooses to eliminate a defect at the customer's place of business, the customer shall make available hardware and software as well as other operating conditions with the appropriate operating personnel at no charge to the extent that this is required in order to perform the elimination of the defect within a reasonable period. The customer shall make available to the provider the documents and information for elimination of the defect which he has in his possession. The provider may request from the customer reimbursement for transport, travel and room and board expenses incurred in the course of the elimination of defects carried out at the customer's place of business.
- (e) If a defect claimed by the customer cannot be reproduced, can be traced back to incorrect operation on the part of the customer or is excluded from the **Liability for defects** for any other reason, the provider may request from the customer reasonable compensation for the test as well as reimbursement of the transport, travel and room and board expenses which have been incurred.
- (f) The provider guarantees software which the customer or a third party has expanded via an interface planned by the provider for this purpose only to the point of the interface.
- (g) The provider does not guarantee that the transferred software is compatible with the data processing environment used by the customer, especially with the software and hardware products used by the customer.
- (h) The customer shall undertake any and all required and reasonable measures to prevent or limit the consequences of damage from defects in the software, in particular to notify the provider without delay of any defects and to provide for the backup of programs and data.