LICENCE AGREEMENT FOR FRONIUS WELDCUBE

Valid as of September 2017

1. Scope and information disclosure

1.1. Use of FRONIUS WeldCube is solely governed by these Terms and Conditions of Use.

1.2. By accepting the offer or using the software, the User accepts the version of these Terms and Conditions of Use that is valid at the time of use.

1.3. The Terms and Conditions of Use may be viewed at any time at www.fronius.com and may be downloaded in PDF format. A clear reference/link to these Terms and Conditions of Use is provided on the home page of our online platforms.

1.4. Our company is Fronius International GmbH, Froniusstrasse 1, 4643 Pettenbach, Austria, registered in the Styria commercial register under no. FN 149888z, telephone: +43 7242 241-0, fax +43 7242 241-3940, email: contact@fronius.com, website: www.fronius.com, registered office: Pettenbach, VAT identification number: ATU52614407, chamber membership: Upper Austria Economic Chamber, line of business: production and sale of the products of our Business Units Perfect Welding, Solar Energy and Perfect Charging. Regulations applicable to us include, in particular, the Austrian Trade Act of 1994, which may be accessed at www.ris.bka.gv.at. Our supervisory authority pursuant to the Austrian E-Commerce Act is the Kirchdorf an der Krems administrative authority.

2. Using FRONIUS WeldCube

2.1. FRONIUS WeldCube is server-based software which is installed on a Windows system (Windows 8, Windows 10, Windows Server 2012 R2 or Windows Server 2016). Users can access FRONIUS WeldCube and its functions via their web browser. FRONIUS WeldCube allows the central collection, documentation, analysis and evaluation of welding data and configuration of some welding tasks. Depending on the user's hardware and licence, multiple power sources can be addressed with FRONIUS WeldCube (referred to above and hereafter as "FRONIUS WeldCube" or the "Software").

3. Availability of FRONIUS WeldCube

FRONIUS WeldCube is available for the following series:
- TransTig – TT 2200 or higher (UST 2C must be available)
- DeltaSpot
- TS/TPS/CMT
- TPS/i
- MagicWave – MW 2200 or higher (UST 2C must be available)

4. Requirements for use of FRONIUS WeldCube

4.1. For optimal use of FRONIUS WeldCube, all relevant power sources must be connected and equipped with suitable activations/function packages for documentation of target and actual values and limit value monitoring. Fronius is not responsible for the suitability of the User's IT infrastructure for the use of FRONIUS WeldCube.

4.2. FRONIUS WeldCube can be used with the following operating systems:

- Operating system: Windows 8 / 10 and the associated server versions Windows Server 2012 R2 / Windows Server 2016

4.3. For license management purposes and to ensure trouble-free operation including online updates, a permanent or at least occasional online connection to the Fronius update servers and license management system is essential.

5. Updates for FRONIUS WeldCube

5.1. Updates for FRONIUS WeldCube will be provided intermittently, such as in particular:

- Additional functionality
- New functions of the basic software
- Bug fixes

Subject to 6.3, the User expressly approves all forms of update without separate agreement.

5.2. To ensure trouble-free online updates, a permanent or at least occasional online connection to the Fronius update servers and license management system is essential.

6. Fee model

6.1. The FRONIUS WeldCube software is made available to the User as licensee and provided (licensed) for their use, and not sold. The User receives the non-transferable and non-exclusive right to use FRONIUS WeldCube in compliance with these Terms and Conditions of Use. All other rights to FRONIUS WeldCube are reserved to the licensor.

6.2. Basic licence

The FRONIUS WeldCube basic licence provides an instance of the basic software scope for collection, visualisation and analysis of welding-related data, to be installed for use on a (physical or virtual) device including 5 associated Connect licenses. The following functions are available to the User under the basic licence:

- Device overview and machine details with information about the status, equipment and history of the connected welding systems.
- Job management featuring options for display, backup, copying, modification and limit value calculation, as well as a history function.
- Documentation function for target values, actual values, consumption values and limit values per weld seam and at the section level, including visualisation by means of relevant diagrams.

- Statistical tool for individual analysis of, in particular, consumption, costs and errors by means of smart filters across the entire FRONIUS WeldCube database.
- Component management for component-related documentation and analysis of welding and consumption data, including (live) monitoring functions and scalable reporting.
- User management for issue and management of FRONIUS WeldCube user roles and permissions in the software solution.

The usable scope of the described functions depends on the activations/function packages for the documentation of target and actual values and limit value monitoring that are enabled on the connected power sources.

6.3. Annual flat fee for software maintenance

All costs of updates to the basic software licence are covered by the annual flat fee for software maintenance.

If the annual flat fee is not paid, none of the listed updates will be provided.

6.4. Additional Connect licences

If there are more than 5 power sources, further Connect licences will be required in addition to the basic licence. One Connect licence must be installed for each additional power source that is to be connected to FRONIUS WeldCube. This allows the FRONIUS WeldCube package to be individually scaled according to the User's needs. An annual or monthly fee is charged for each additional Connect licence.

6.5. Option: FRONIUS WeldCube server

The FRONIUS WeldCube server is an industrial PC housed in a 19-inch rack for installation of the FRONIUS WeldCube software solution, including the basic licence and allowing the connection of up to 50 power sources (depending on the User's server capacity and the number of Connect licences installed).

Technical data:

- CPU: Quadcore Intel Xeon E3, 3.5 GHz
- 500 GB SSD hard drive
- 32 GB RAM
- Operating system: Windows 8

6.6. FRONIUS WeldCube Perfect Start

The FRONIUS WeldCube Perfect Start service package covers commissioning and training and is charged on a daily basis.

7. Restrictions

7.1. Subject to any additional rights of Fronius, the User is forbidden, in particular, to

7.1.1. use equipment, special features, properties, functions, and characteristics of FRONIUS WeldCube in any way other than as prescribed in these Terms and Conditions of Use;

7.1.2. publish, duplicate, clone, copy or otherwise reproduce, rent out, lease, lend or otherwise transfer or pass on FRONIUS WeldCube, except for the permitted creation of a backup copy;

7.1.3. carry out, arrange or tolerate the bypassing of technical restrictions or limitations of FRONIUS WeldCube;

7.1.4. attempt, arrange or tolerate the decompilation, disassembly or other unauthorised use of the source code of FRONIUS WeldCube, beyond the legally permitted exceptions;

7.1.5. perform any reconstruction (reverse engineering) of FRONIUS WeldCube;

7.1.6. use Internet-based applications, features, properties functions and characteristics of FRONIUS WeldCube for the purpose of gaining unauthorised access to data, customer accounts or networks or use them in any other improper manner; or

7.1.7. use FRONIUS WeldCube in any way other than as expressly indicated in these Terms and Conditions of Use.

8. Data privacy

Our data privacy statement may be viewed at any time at http://www.fronius.com and may be downloaded in PDF format. The data privacy statement forms an integral part of these Terms and Conditions of Use.

9. Beta software disclaimer for FRONIUS WeldCube

9.1. Beta software is an unfinished version of a computer program. Beta software is still in the trial and development phase and has not been fully tested. Therefore, it may contain errors, which may be serious.

9.2. We will supply beta software to you (as user, customer or otherwise) only at your express request.

9.3. If anything is unclear regarding use of the beta software, particularly concerning any associated risks typical for this type of contract, you must contact Fronius before using it for the first time, otherwise you may not use the computer program. By downloading or using beta software in any way, you confirm that you are fully aware of the (contract-typical) risks and that you accept them. At the same time, you expressly agree that this *beta software disclaimer* and our *General Terms of Delivery and Payment* – which can be found at http://www.fronius.com – form an integral part of the contract between you and Fronius.

9.4. Beta software is provided to you in its current state for use exclusively with Fronius products. Unless otherwise expressly agreed in writing, you may not infer any rights or claim that Fronius has any obligations arising therefrom. In particular, Fronius is under no obligation to undertake further development (updates etc.), error analysis or correction of the beta software, or to supply further (beta) software.

9.5. Fronius hereby expressly declines any form of liability, warranty or guarantee for the provided beta software. For damages of whatever kind, we are liable without limitation only insofar as you provide incontestable proof that we have caused it intentionally or through gross negligence. Our liability in such cases is limited to the total order value of the Fronius device with which the beta software was used. In case of slight negligence, we are liable exclusively for personal injury within the framework of the mandatory legal requirements. Liability ceases 6 months after you became aware of the damage and the party who caused it.

9.6. The exclusion of liability also extends in particular to lost profits, indirect damages, business interruptions, loss of interest, missed savings, loss of information, data, programs and their recovery, disadvantages due to malicious software (viruses, etc.), any kind of consequential and pecuniary damage as well as other disadvantages or damages caused in connection with the use of the beta software by the User himself or third parties. You may not assert any claim against us, even if the device used with the beta software is no longer usable at all or you informed Fronius in advance of a possible disadvantage or damage.

9.7. If you are not the party who actually uses the beta software, you must verifiably transmit and provide this information or this document to the user of the beta software.

10. General disclaimer and reference to intellectual property

10.1. The information provided in our software has been carefully checked and is regularly updated. However, we cannot assume any warranty or liability for all information being complete and correct at all times.

10.2. We do not assume any liability for links to other websites that are referred to either directly or indirectly. All such information may be modified, supplemented or removed without prior notice.

10.3. All intellectual property rights, such as copyrights, trademarks, design rights, patent rights, utility model rights and know-how, and, in particular, non-proprietary inventions, industrial experience, trade secrets and the like, regardless of when they are disclosed to the user, belong exclusively to us or our licensors. The User receives the right to use the software solely for their own purposes, to the extent of the acquired number of licenses. Under the present contract, the User merely receives permission to use the work. Distribution by the user is excluded under copyright law.

10.4. The user may use the software only on one device at the same time; it is up to the User on which device it is used. Use of the software shall be deemed to include any permanent or temporary duplication (copying) of the software through storage, loading, running or display for the purpose of executing the software and the processing of the data contained within it by hardware. The User may not duplicate the Operating Instructions. The accessible contents (particularly texts, images, etc.) may not be copied, distributed, linked or otherwise made public without our consent – even in part or in a revised form.

11. Applicable law and dispute resolution/jurisdiction

11.1. All legal relations between us and the User as a business operator or consumer are governed by Austrian law, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

11.2. The statutory general and consumer jurisdictions apply to the user as a consumer. The exclusive place of jurisdiction for business users is Wels, Austria.

12. Severability clause

12.1. If any provisions of this contract are ineffective or unenforceable or become ineffective or unenforceable following conclusion of the contract, the effectiveness of the other provisions will be unaffected.

12.2. The ineffective provision shall be replaced by a provision that corresponds to the commercial intent of the contract.