

Licensing Agreement

for Fronius Software

This licensing agreement (hereafter the **“agreement”**) shall come into being between the user as Licensee (hereafter also **“you”/“your”**) and Fronius International GmbH, Froniusstraße 1, 4643 Pettenbach, as Licensor (hereafter **“Fronius”**) for transfer of a Fronius computer program (hereafter **“Software”**). Please read this Agreement carefully before you commence download and installation of the Software and associated user documentation provided. If you click on the checkbox to accept this Agreement, you agree that you acknowledge the terms of this Agreement. If you do not accept the terms of this Agreement, you are not authorized to use the Software; the Software cannot therefore be downloaded and installed. You can print out a copy of this Agreement at any time from https://www.fronius.com/~protected-media/International/PW/Downloads/Roboterprogramme/Licensing-Agreement_2023-05-11.pdf. The Software package also includes a copy of the Agreement in PDF format. You can download and print out a copy of the Agreement and the user documentation at any time using your download link.

1. Subject matter of the Agreement

The subject of this Agreement is the Software that serves to support Fronius peripheral devices in the end customer’s environment using a robot or another tool into which the Software is installed.

Fronius makes it clear that the Software is freeware in the form of a standard program that Fronius has developed taking into account the particular requirements of Fronius peripheral devices.

You will be supplied with the Software source code plus developer comments (hereafter also referred to as **“Original Source Code”**), the Software technical specification and the user documentation by means of a download link, which will be sent to you by e-mail.

2. Granting of the licence

The Software is licensed by registering on the Fronius website <https://www.fronius.com/pw/download-robot-programs>, from which the Software can be selected. Once the customer has accepted this Agreement by clicking on the checkbox, the customer will be sent an e-mail containing the download link to the e-mail address supplied.

3. Scope of the licence

If you have accepted this Agreement, Fronius shall grant you a non-exhaustive, limited licence to reproduce the Original Source Code and/or modifications supplied by Fronius alone and/or as part of a larger work, to distribute them, to create works derived from them if this is technically necessary for operation or improved operation of the Fronius peripheral devices at the end customer's premises. You may in any case adapt the Software within the scope of section 40d (2) Copyright Act (UrhG) and carry out modifications and additions to the Software if allowed by law. Fronius points out that even minor modifications to the Software can lead to considerable disruption to the Software running or other computer programs. You alone shall bear the risk arising from modifications and further developments to the Original Source Code according to this provision.

Fronius also grants you the right to use and install the Software's Original Source Code or versions modified within the terms of clause 3.1. on a robot or another tool that is used to operate Fronius peripheral devices in your end customer's environment. You are therefore authorised to download the Software from the Fronius website, to integrate it into the tool used by the end customer for the Fronius peripheral devices and to use the Software source code for this, but only insofar as it has been made available at the sole discretion of Fronius on the download website.

Fronius therefore provides you with the source code in order to integrate the Software into Fronius peripheral devices, to optimise operation of Fronius peripheral devices and to adapt it according to technical developments and customers' wishes. In this respect, you are authorized to modify and further develop the source code according to clause 3.1, whereby you are obliged to notify us of the modified source code and to grant us the non-exclusive, transferable, unlimited right to relicense this via the download link on the Fronius website to our licensees and their end customers according to the provisions of this Agreement. The modified source code must contain a note that it is published under licence from Fronius and include a reference to the fact that you have modified components and which these are, as well as the developer's name and the relevant date. Modification of the source code for any other purpose and in particular to create autonomous works independent of Fronius peripheral devices is not permitted.

You must make the Original Source Code and any modified source code accessible to the end customer and refer to Fronius with regard to copyright to the Original Source Code and to this Agreement with regard to the licence's scope on the download link on the Fronius website. You must license the source code and the modified source code too to the end customer and make it accessible to the end customer only for the purpose as determined in this Agreement.

You shall be authorised to transfer unmodified copies of the Software source code, as you receive it and, within the terms of clause 3.3., modified copies of the source code to any media, and to create back-up copies of the Software (i) if you publish a suitable Fronius copyright notice (by Fronius International GmbH) in a clear and appropriate

manner on each, (ii) identify back-up copies as such, (iii) leave all references intact according to which this Agreement applies to the source code, and (iv) send all recipients a copy of this Agreement together with the copy.

You must not request any remuneration for transferred copies of the Software source code. You may, however, offer customer service or warranty services for remuneration.

You shall not be authorised to sell, lease, surrender or otherwise make the Software or the associated documentation or the robots with the integrated Software accessible to third parties for purposes other than that mentioned in clause 1.1.

This Agreement grants you a limited licence to use the Software. Fronius shall retain all ownership rights, including all copyrights and other intellectual property rights to the Software and any copies thereof. Fronius alone shall be due all rights to the software with all powers over the computer programs transferred within the scope of execution of the Agreement. All rights not expressly granted under this Agreement shall remain reserved to Fronius.

4. Updates and further development

Fronius reserves the right to produce updates or enhancements to the Software (“Updates”) at its discretion. This shall not constitute an obligation on the part of Fronius, however, to undertake updates or enhancements. If Fronius produces a modified source code, you can request this by registering and accepting the latest version of the licensing agreement again. You will then receive your download link by e-mail.

You must install the new version of the source code exclusively on the robots or tools for the intended Fronius peripheral devices. You shall be obliged to back up the data before changing version.

5. Installation, training, maintenance, support

You alone shall bear the responsibility for installing the software in the robots and commissioning the finished solution at the end customer’s site. Installation of the Software or Updates and corresponding training in the Software’s operation and function do not form part of the scope of this Agreement’s services. Fronius can offer this and it is to be agreed separately.

This Agreement does not cover maintenance and Software support either and, if you would like this, these are to be governed by a separate service agreement.

6. Exclusion of warranty

As the Software forming the subject of the Agreement is freeware, insofar as legally possible Fronius excludes any warranty, including, but not limited to any liability for

assurance of marketability and suitability for a specific purpose and the presence of functions mentioned in clause 1.1. of this Agreement.

You shall bear the full risk with regard to quality and performance of the Software. You alone shall be responsible for the Software corresponding to the specific requirements and needs of you and your customers and therefore also assume the provision of warranty services to the end customer. Fronius does not accept any responsibility for selection of the Software or the results achieved with the Software or the robots into which the Software is integrated.

Fronius does not accept any warranty for faults, breakdowns or damage that can be ascribed to inexperienced integration into the robots and the end customer's environment, failure to comply with the installation requirements specified by the manufacturers of the robots or other tools in the operating instructions, inexperienced use, infection with computer viruses, use of unsuitable installation methods or abnormal operating conditions and damage during download.

The warranty provisions in this clause are exhaustive. Unless stipulated otherwise in this Agreement, all express or tacit assurances and warranties, including any tacit warranty of saleable quality or suitability for the contractual purpose are hereby excluded.

7. Liability

Any liability on the part of Fronius for direct or indirect loss is excluded, unless wilful or grossly negligent infliction of damage is present. You shall bear the burden of proof that Fronius has acted grossly negligently or wilfully.

You shall be obliged to take suitable safety precautions to protect your data and that of the end customer, as well as other end customer software and hardware, in particular to prepare back-up copies at such intervals as are customary in your sphere of activity when exercising due diligence. Preparation of one back-up copy in machine-readable format per day is regarded as the minimum. Fronius shall not be liable for the loss of data that would have been avoidable if this obligation had been observed.

You alone shall be liable for any damages, costs, expenses (including payment of suitable legal fees) or other disadvantages that you incur as a result of use, modification, reproduction and distribution of the Original Source Code or the modified source code, and shall be obliged to hold Fronius harmless and indemnify it. You shall also warrant that you alone are authorised to use modified source code components, and that it is possible for you to transfer the rights to Fronius within the terms of clause 3.3. and this is not excluded by any third-party rights. You shall indemnify Fronius and hold it harmless in respect of any third-party claims and in particular the developer, and assume all costs arising from this.

8. Duration of Agreement

The Agreement shall be concluded for an unspecified term and shall cease automatically with violation by you of one of this Agreement's provisions.

9. Applicable law and jurisdiction

Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

If your registered office is in the European Union, Norway, Iceland or Switzerland, the following applies: If you are a business, legal entity under public law or a special fund under public law, or if you do not have a general place of jurisdiction in Austria, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Wels or your registered office, at the discretion of Fronius.

If your registered office is outside the European Union, Norway, Iceland or Switzerland, the following applies: All disputes or claims arising from and in connection with the contractual relationship, including disputes as to its validity, breach, dissolution or nullity, shall be finally settled under the arbitration rules of the International Court of Arbitration of the Austrian Chamber of Commerce (Vienna Rules) by three arbitrators appointed in accordance with these rules, to the exclusion of ordinary legal proceedings. The rules on expedited procedures shall not apply. The place of arbitration is Vienna. The arbitral proceedings will be conducted in German.

10. Final provisions

In the event that any provision of this Agreement should be or should become invalid, then this shall not affect the validity of the Agreement in other respects. The Parties shall replace invalid provisions with a provision that most closely approaches the invalid provision and that is customary for the industry. The same shall apply to omissions in the Agreement.