

Terms of Use (ToU)

for STIWA Manufacturing Software

Please read the following terms of use carefully before submitting your binding order, downloading and installing the software. They describe how you are permitted to use the software.

Introduction

STIWA MANUFACTURING SOFTWARE is a copyrighted work. Its lawful use requires the permission of the copyright holder.

This document defines the scope of permission to use the STIWA MANUFACTURING SOFTWARE. The customer shall only receive this permission if they have legally agreed to these Terms of Use ("ToU") with STIWA AMS GmbH ("STIAMS"). The agreement is concluded by incorporating and agreeing to these TOU in the relevant work delivery, license, function extension, service, support, or maintenance contract ("CONTRACT").

If the CUSTOMER violates the ToU, the permission shall expire. From that point on, the CUSTOMER may no longer use the STIWA MANUFACTURING SOFTWARE. In addition, legal claims by the copyright holders - such as injunctive relief or damages - may be asserted against the CUSTOMER. It is therefore particularly important for the CUSTOMER to be aware of and comply with the scope of the permission granted.

1. Scope

The ToU apply to all SOFTWARE-PRODUCTS and FUNCTION EXTENSION of the STIWA MANUFACTURING SOFTWARE. These can currently be classified as follows:

Product Line	Product Group	Function
SOFTWARE-PRODUCTS		
Engineering Software	PLC-Control	basic SOFTWARE-PRODUCTS in the form of PLC software frameworks and building blocks for PLC programs.
	Tool	basic and optional SOFTWARE-PRODUCTS for creating, managing, and administering PLC blocks and PLC programs
Shopfloor Software	Connect	basic and optional SOFTWARE-PRODUCTS for collecting data and connecting the software to the system(s) and higher-level software systems
	Monitor	optional SOFTWARE-PRODUCTS for visualizing the system and basic products
	Optimize	optional SOFTWARE-PRODUCTS for analyzing and optimizing the system
	Control	optional SOFTWARE-PRODUCTS for controlling and managing the plant and for process control at the control station level
FUNCTION EXTENSIONS		
ADD-ONS		Software developments created individually for the CUSTOMER in the form of ADD-ONS to the above-mentioned SOFTWARE-PRODUCTS. They are only considered ADD-ONS if they are expressly designated as such in the CONTRACT.

i The software products of STIWA Manufacturing Software are technically grouped under the name CI-Suite. In addition to basic software products, customers can also select optional software products.

2. Permission of Use from STIAMS

2.1. Concerning the purchased SOFTWARE-PRODUCTS and FUNCTION EXTENSION STIAMS permits the CUSTOMER ...

to make copies for the intended use	this means that the CUSTOMER may copy them to the extent necessary for the agreed use (e.g., by downloading, loading into the random-access memory, or making a backup copy). The agreed scope may not be extended as a result.
to install, configure, and save	This means that after downloading, the CUSTOMER may set them up on one or more computing instances (e.g., server or virtual machine) in accordance with the configuration instructions and store them there for the agreed duration.
to use as intended	This means that the CUSTOMER may run and use them in accordance with the user manual and functional description.

2.2. This permission...

is factually limited to › the agreed number of usage units	this means that the CUSTOMER may only use the respective SOFTWARE-PRODUCT and FUNCTION EXTENSION for the agreed number of usage units. Currently, the following usage units are available for the SOFTWARE-PRODUCTS: › Modules: limits usage to the agreed number of modules within the agreed automation machine. Modules are typically used to represent different workstations, work steps or technical units (e.g. transport systems) and the like. Simultaneous multiple operations with full data capture are counted as one module. › Installation: limits usage to the number of actual installations. If a product is installed on multiple (physical or virtual) computing instances, or installed multiple times on a single computing instance, this constitutes multiple installations. If multiple containers are launched from a single container image, this also constitutes multiple installations. › Connection: limits usage to the agreed physical and/or virtual connections between two endpoints. Typically, endpoints are two automation machines between which data is transferred, or control systems or other software systems. › Interface: limits use to the number of terminals at the agreed automation machine. › Machine: limits to the agreed automation machine or the agreed manual workstation. In case of doubt, the usage and binding units of the Software-Products are determined by the most recent price list and the latest Product Catalog. However, the CUSTOMER is permitted to replace the necessary hardware of an agreed automation machine(s) related to the STIWA Manufacturing Software. However, the CUSTOMER must immediately
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is personally limited to the CUSTOMER	and completely remove the STIWA MANUFACTURING SOFTWARE from the old hardware after transferring it to the new hardware. The CUSTOMER may need a new license key for the STIWA MANUFACTURING SOFTWARE for the new hardware. This can be obtained from or via STIAMS. this means that only the CUSTOMER itself and its vicarious agents may use the SOFTWARE-PRODUCTS and FUNCTION EXTENSION.
is limited to those areas of the world where applicable FOREIGN TRADE REGULATION permit the storage and use of the software	this means that the CUSTOMER should check in advance whether the planned place of use and the planned use of the STIWA MANUFACTURING SOFTWARE is permitted under foreign trade law. If necessary, the CUSTOMER must obtain the necessary approvals.
is not exclusive	this means that STIAMS may continue to grant usage rights for the STIWA MANUFACTURING SOFTWARE to other persons.
is conditional upon full performance of the consideration	this means that the CUSTOMER shall only receive the above-mentioned license to use the software once they have fulfilled their obligations under the CONTRACT in full (e.g., by paying the purchase price). Until then, they may not use the STIWA MANUFACTURING SOFTWARE.

2.3. Concerning the SOFTWARE-PRODUCTS and FUNCTION EXTENSION, the CUSTOMER is forbidden to...

passing on to others	das heißt, der KUNDE darf sie ohne schriftliche Zustimmung von STIAMS weder entgeltlich noch unentgeltlich an eine andere Gesellschaft oder Person übertragen, Rechte daran abtreten oder auf sonstige Art und Weise überlassen. Auch jede Weitergabe an andere unter eigenen Nutzungsbedingungen ist dem KUNDEN untersagt. Verboten sind damit jedenfalls das Veräußern, Vermieten, Verpachten, Verleihen, Verpfänden, Verschenken und das Unterlizenzieren. In the event that the MANUFACTURING SOFTWARE (i) is to be transferred to another party together with the registered automation machine, (ii) the transferee agrees to these ToU with STIAMS, and (iii) the necessary approvals from third-party manufacturers are available, STIAMS will approve the transfer.
make available to others	this means that the CUSTOMER may not make them accessible or usable to anyone else in any other way (including by passing them on) (e.g., as software as a service, cloud service).
reverse engineer (Reverse Engineering)	this means that the CUSTOMER may not decompile, decrypt, disassemble, deobfuscate, or otherwise determine the source code, structure, algorithms, or ideas on which they are based, either themselves or through third parties, or attempt to generate the source code from the target code. This also includes attempts to obtain such information through analysis tools, monitoring tools, artificial intelligence (e.g., LLMs or AI agents), or other means.
to modify, combine, or circumvent protective measures without authorization	this means that the CUSTOMER may not edit, expand, or delete parts of it. Furthermore, the CUSTOMER may not merge or combine it, either in whole or in part, with other software or software components outside of the permitted interfaces. The CUSTOMER may also not attempt to circumvent or disable any functions, security measures, or security codes that are built in. This applies in particular to databases and database contents.

disassemble, reuse, or create derivative works thereof	This means that the CUSTOMER may not disassemble them, remove any parts from them, or reuse them. Nor may the CUSTOMER create their own software or software components based on them. This restriction does not apply if it is part of proper use.
to impair by altering attached labels, markings, or texts	this means that the CUSTOMER is prohibited from altering, removing, concealing, or otherwise rendering unrecognizable any labels, protective notices, ownership notices, trademarks, logos, serial numbers, license terms, or documentation belonging to STIAMS or third-party manufacturers.
for illegal, immoral, abusive, security-critical purposes or to be used as such a means	this means that the CUSTOMER may not use them directly or indirectly to: › use them as malware, attack tools, or in any other prohibited manner; › develop, distribute, or operate malware (e.g., viruses, worms, Trojans) with them; › gain unauthorized access to data, networks, or systems, manipulate them, or compromise their security, › create or distribute illegal content or support its creation or distribution, › use it in safety-critical areas (e.g., aviation, medical devices, energy supply, nuclear industry, and military) for which the STIWA MANUFACTURING SOFTWARE is not approved without express permission.

2.4. The above terms of use do not affect the legally binding free rights of use under applicable copyright law.

2.5. The CUSTOMER shall notify STIAMS of any outsourcing of its IT infrastructure to a third party if this affects the STIWA MANUFACTURING SOFTWARE. In this case, the CUSTOMER shall obtain STIAMS' prior approval for use by this third party. STIAMS shall only refuse consent for good cause.

2.6. The Permission of Use shall be interpreted in accordance with the Terms of Use form the Third-Party Manufacturers in Section 3 and shall not restrict the rights and obligations stipulated therein.

3. Terms of Use from Third-Party Manufacturers

The SOFTWARE-PRODUCTS and FUNCTION EXTENSIONS may also contain third-party software components ("THIRD-PARTY COMPONENTS"). These may be libraries or databases, for example. The CUSTOMER is only permitted to use these third-party components if they comply with the specifications of the third-party manufacturer.

3.1. Requirements from Third-Party Manufacturers to be passed on

Some of the SOFTWARE-PRODUCTS contain THIRD-PARTY COMPONENTS that are sublicensed under these Terms of Use. In addition to these ToU, the specifications of the third-party manufacturers described in Appendix .1 apply to these THIRD-PARTY COMPONENTS.

 for sublicensed third-party components

3.2. License Agreements with Third-Party Manufacturers

3.2.1. Third-Party License Terms

3.2.1.1. The STIWA MANUFACTURING SOFTWARE also contains THIRD-PARTY COMPONENTS, for which the CUSTOMER receives permission and specifications for use directly from the copyright holder. This is done by agreeing the relevant terms of use directly between the CUSTOMER and the third-party manufacturer. These are predominantly so-called "Free and Open Source Software."

 for directly licensed third-party components (open source software)

3.2.1.2. In order for the STIWA MANUFACTURING SOFTWARE to be used properly, the use of these THIRD-PARTY COMPONENTS is necessary. Therefore, the CUSTOMER must obtain permission to use these third-party components from the copyright holder by accepting the relevant third-party license terms.

3.2.1.3. The list of these THIRD-PARTY COMPONENTS and the applicable third-party license terms can be found at the following Internet address under "Third Party License Terms":

<https://doc.stiwa.com/licenseterms>

3.2.1.4. By signing the CONTRACT referring to these ToU, the CUSTOMER also accepts these necessary third-party license terms.

 Agreement with third-party manufacturers

3.2.2. Necessary Source Code Provision for certain Third-Party Components

3.2.2.1. Insofar as certain third-party license terms require the disclosure of the source code for individual third-party components, STIAMS shall, at the Customer's request, provide this source code, including the associated documentation and—to the extent required by license law—the technical information and aids.

3.2.2.2. The CUSTOMER may request this source code from STIAMS at support.ams@stiwa.com. At the CUSTOMER's request, it will be provided on a data carrier or as a download. The CUSTOMER will receive clear access instructions. This option to request the source code is available for at least 3 years from the date of handover of the STIWA MANUFACTURING SOFTWARE in question.

3.2.2.3. If STIAMS has modified a THIRD-PARTY COMPONENT and the Third-Party License Terms also require the transfer of the modified source code, this will also be provided—under the same conditions as the original source code.

3.2.4. STIAMS may charge the CUSTOMER the reasonable costs of copying, transferring, and providing the source code.

3.2.5. If simply offering the source code is not sufficient under the Third-Party License Terms, STIAMS will provide the source code in the manner requested (e.g., by publishing it in the download area or via a public link).

4. Provision of Information and Audit

4.1. STIAMS must be able to reproduce and verify compliance with these Terms of Use on the basis of third-party manufacturer specifications. To this end, the assistance of the CUSTOMER is required. Therefore, the CUSTOMER shall provide the STIAMS with information in written form within ten days after a respective request. The information shall include facts about

Information right

- › which SOFTWARE-PRODUCTS and FUNCTION EXTENSIONS
- › at which locations
- › on which automation machines, computers and systems
- › which persons and companies using them, and
- › the scope to which they are used

The information must include as many details as needed by STIAMS to verify compliance with these Terms of Use.

4.2. After a written advance notice of 10 days, STIAMS is entitled to either check the use himself ("Audit") or have it checked by a competent third party. Within the scope of the Audit, the CUSTOMER will cooperate with STIAMS and will provide STIAMS with reasonable assistance and access to all necessary information. Such Audits must not unreasonably interfere with the ordinary business operations of the CUSTOMER.

Audit right

4.3. To the extent necessary and appropriate, STIAMS is allowed to disclose and forward the information gathered in the Audits as well as this CONTRACT and these Terms of Use to third-party manufacturers.

4.4. Any costs incurred as a result of the audit shall be borne by each CONTRACTING PARTY itself.

5. Liability and Warranty

5.1. These Terms of Use are exclusively permissions and requirements under copyright law. They do not in themselves constitute a basis for contractual liability or warranty vis-à-vis STIAMS.

✓ Warranty and liability are regulated in the Contract

5.2. The CUSTOMER must always contact the CONTRACTING PARTY named in the CONTRACT regarding matters of warranty and liability. For clarification, it is pointed out that the provisions on liability and warranty are therefore exclusively contained in the CONTRACT. These also include THIRD-PARTY COMPONENTS.

In the exceptional event that no such provisions are included in a CONTRACT with STIAMS (e.g. provision of a demo version), the STIWA MANUFACTURING SOFTWARE is provided by STIAMS 'as is'. In such cases, STIAMS excludes all warranties and liability of any kind. The only exceptions to this exclusion are liabilities imposed by law, such as those arising from willful misconduct or in connection with personal injury.

5.3. In accordance with their terms, the third-party manufacturers do not assume any warranty, guarantee, or liability for their respective THIRD-PARTY COMPONENTS. They also do not provide any support or maintenance.

6. Ensuring Compliance

The CUSTOMER must ensure that all of its employees and vicarious agents to whom it grants or allows access to the STIWA MANUFACTURING SOFTWARE are aware of and comply with these ToU. The CUSTOMER is responsible for ensuring compliance by these persons and is liable for any damages incurred by STIAMS as a result of a culpable breach.

7. Duration and Termination of Permission

7.1. The permission is valid for the period agreed in the CONTRACT. It expires either

- ▶ upon expiry of an agreed period (e.g. in the case of a PoV-License or an agreed rental model) or
- ▶ if the CUSTOMER does not (or no longer) comply with all the terms specified. In this case, the license will be automatically revoked

with immediate effect. If the violation was accidental and STIAMS finds it reasonable, the CUSTOMER may regain the license if they completely remedy the breach within 30 calendar days of being requested to do so.

- ▶ In addition, the permission for an automation machine expires if the registered automation machine is permanently taken out of service ("scrapped").

7.2. Upon expiry or termination of the permission, the CUSTOMER is obliged to return the SOFTWARE-PRODUCTS and FUNCTION EXTENSIONS provided to them, including all documentation, without delay. If return is not possible or reasonable due to the nature of the provision (e.g., in the case of electronic provision), the CUSTOMER must completely delete or destroy all SOFTWARE-PRODUCTS and FUNCTION EXTENSIONS of the system and, in the case of 7.1. 3.Case, also the data stocks. At the request of STIAMS, the CUSTOMER shall confirm the complete deletion in writing. A refund of license fees already paid is excluded.

Appendices

- . /1.....Requirements from Third-Party Manufacturers to be passed on (sublicensed Third-Party Components)
- . /2.....Restricted Distribution License (for Machine Manufacturers and Purchasing Affiliates)

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Requirements from Third-Party Manufacturers to be passed on

for sublicensed Third-Party Components in the STIWA Manufacturing Software

Introduction

The STIWA MANUFACTURING SOFTWARE contains THIRD-PARTY COMPONENTS that are sublicensed via the ToU. For this reason, additional specifications from third-party manufacturers must be observed, which STIAMS must pass on to the CUSTOMER. These specifications are organized according to third-party manufacturers. They are an integral part of the ToU. If the CUSTOMER wishes to use the STIWA MANUFACTURING SOFTWARE, they must accept these specifications:

1. Requirements from ORACLE®

1.1. The STIWA MANUFACTURING SOFTWARE uses THIRD-PARTY COMPONENTS from ORACLE®. These ORACLE®THIRD-PARTY COMPONENTS are embedded in the SOFTWARE-PRODUCTS. Use of the ORACLE®THIRD-PARTY COMPONENTS independently of the purchased SOFTWARE-PRODUCTS or independently of the automation machine registered with the SOFTWARE-PRODUCTS is prohibited.

 Oracle third-party components are embedded in the STIWA Manufacturing Software

1.2. When using the above-mentioned SOFTWARE-PRODUCTS, the CUSTOMER must also comply with the following requirements with regard to the embedded ORACLE®THIRD-PARTY COMPONENTS:

- (i) Use is restricted to those natural or legal persons who have agreed to the Terms of Use for STIWA Manufacturing Software (ToU).
- (ii) The use of ORACLE®THIRD-PARTY COMPONENTS is limited to the scope of application of the SOFTWARE-PRODUCTS (application packages) purchased from STIAMS and to the CUSTOMER's internal business activities. However, the CUSTOMER is permitted to allow representatives or contractors (including outsourcing service providers) to use the SOFTWARE-PRODUCTS for the CUSTOMER's internal business activities, on behalf of and in the name of the CUSTOMER. In the event of such use of the SOFTWARE-PRODUCTS, the CUSTOMER is liable for compliance with the provisions of the Terms of Use for STIWA MANUFACTURING SOFTWARE by its representatives, contractors, outsourcing service providers, and the like.
- (iii) All property rights, copyrights, and other intellectual property rights to the ORACLE®THIRD-PARTY COMPONENTS remain with ORACLE® or the licensors of ORACLE®.
- (iv) The CUSTOMER is prohibited from
 - a) transfer the ORACLE®THIRD-PARTY COMPONENTS (with the exception of a temporary transfer in the event of a computer failure) if the application package embeds the ORACLE®THIRD-PARTY COMPONENTS in a physical device
 - b) assign, grant, or transfer ORACLE®THIRD-PARTY COMPONENTS and/or services or rights thereto to third parties, whether natural persons or legal entities (and if the CUSTOMER grants a security interest, the third party to whom the security interest is granted shall have no right to use or transfer the ORACLE®THIRD-PARTY COMPONENTS)
- (v) The CUSTOMER is prohibited from
 - a) use the ORACLE®THIRD-PARTY COMPONENTS for timesharing or hosting, or offer them for subscription services, rental purposes, or outsourcing;
 - b) remove or alter any program identification or any note regarding the intellectual property rights of ORACLE® and its licensors;
 - c) make the ORACLE®THIRD-PARTY COMPONENTS available in any form to a third party for use in the third party's business operations;

 Use only by contractual partners

 Use only with software products and for internal business activities

 Reservation of rights

 Prohibition of Transfer and Assignment

 Prohibition of other forms of provision, deletion of ownership notices, and transfer of ownership

- d) transfer ownership of the ORACLE®THIRD-PARTY COMPONENTS to you or any third party;
- (vi) The CUSTOMER is prohibited from reverse engineering (unless required by law for interoperability purposes), disassembling, or decompiling ORACLE®THIRD-PARTY COMPONENTS (the prohibition includes, but is not limited to, the examination of data structures or similar materials produced by the third-party components) and to copy or reproduce ORACLE® THIRD-PARTY COMPONENTS, with the exception of a sufficient number of copies of each ORACLE® THIRD-PARTY COMPONENT for the licensed use by the CUSTOMER and one copy of each ORACLE®third-party component data carrier.
- (vii) To the extent permitted by law, ORACLE®'s liability for
 - a) damages of any kind, whether direct, indirect, incidental, consequential, special, or punitive damages, and
 - b) loss of profits or damages resulting from data loss or use caused by the use of ORACLE® THIRD-PARTY COMPONENTS
 is excluded.
- (viii) Upon termination of THE CONTRACT, the CUSTOMER is obligated to discontinue use of the ORACLE®THIRD-PARTY COMPONENTS and to destroy all copies of the ORACLE®program and documentation or return them to STIAMS.
- (ix) The CUSTOMER is prohibited from publishing the results of comparative benchmark tests of ORACLE®THIRD-PARTY COMPONENTS.
- (x) The CUSTOMER is obliged to comply fully with all relevant US export laws and regulations as well as other applicable export and import laws to ensure that neither the ORACLE®THIRD-PARTY COMPONENTS nor direct products thereof are exported directly or indirectly in violation of applicable laws.
- (xi) The CUSTOMER is expressly advised once again that the ORACLE®THIRD-PARTY COMPONENTS are subject to a restricted license and may only be used in connection with the respective SOFTWARE-PRODUCTS(application package) purchased from STIAMS, and that the CUSTOMER is not permitted to modify the ORACLE®THIRD-PARTY COMPONENTS. The CUSTOMER is authorized to make copies of the application package and the embedded ORACLE®components exclusively for archiving purposes, to replace a defective copy, or for program verification.
- (xii) ORACLE® is not obligated by the agreement between STIAMS and the CUSTOMER to assume any liabilities or fulfill any obligations that have not been previously agreed upon between STIAMS and ORACLE®.

✗ Reverse engineering prohibition

⚠ Disclaimer

⚠ Return obligation

✗ Prohibition on publishing benchmark tests

⚠ Compliance with foreign trade law

⚠ Binding to software product, prohibition of modification, and copying restriction

⚠ No contractual effect to the detriment of Oracle

- (xiii) STIAMS is permitted to audit the CUSTOMER's use of ORACLE®THIRD-PARTY COMPONENTS and to communicate the results of the audit to ORACLE® or to assign the right to audit the CUSTOMER's use of THIRD-PARTY COMPONENTS to ORACLE®. In the event of an audit of the use of ORACLE®THIRD-PARTY COMPONENTS by STIAMS or ORACLE®, the CUSTOMER is obligated to provide reasonable support and access to information within the scope of such an audit. Furthermore, the CUSTOMER expressly agrees that the results of the audit may be forwarded to ORACLE® and that the right to review the use of ORACLE®THIRD-PARTY COMPONENTS may be assigned to ORACLE®. If STIAMS assigns the right of review to ORACLE®, neither STIAMS nor ORACLE® shall be responsible for any costs incurred by THE CUSTOMER in connection with the review.
- (xiv) ORACLE® is entitled as a third-party beneficiary of the Terms of Use to co-license the use of ORACLE® THIRD-PARTY COMPONENTS under this agreement.
- (xv) The CUSTOMER acknowledges that some ORACLE®THIRD-PARTY COMPONENTS may contain source code that ORACLE® supplies as part of the standard delivery of these ORACLE®THIRD-PARTY COMPONENTS; the provisions of these Terms of Use apply to this source code.
- (xvi) It is noted that third-party software technologies that may be useful or necessary for the use of certain ORACLE®THIRD-PARTY COMPONENTS are specified in the program description of the STIWA MANUFACTURING SOFTWARE or otherwise communicated to the CUSTOMER by STIAMS. Such third-party software technologies from ORACLE® are licensed to the CUSTOMER only for use with the STIWA MANUFACTURING SOFTWARE in accordance with the third-party license terms with the third-party manufacturer of ORACLE® and not in accordance with the terms of these ToU.
- (xvii) The CUSTOMER is expressly prohibited from administering the ORACLE®THIRD-PARTY COMPONENTS independently. Management and maintenance activities may only be performed using the SOFTWARE-PRODUCT purchased from STIAMS.
- (xviii) The CUSTOMER agrees to comply with ORACLE®'s "Third Party Financing Notice - Financing for End-user Customer's Payment Obligation" if (i) its purchase or distribution of THIRD-PARTY COMPONENTS, hardware, and/or services is financed or leased, (ii) the end-user contract or order does not provide for payments with a term of 45 days net, but rather other payment terms, or (iii) a lender places the order for the end user or is responsible for payment in accordance with the end user's order. The CUSTOMER shall ensure that they themselves, any subsequent end users, and any lenders have received the Third Party Financing Notice. The term "lender" refers to a financing company that provides the CUSTOMER or any subsequent end users with financing or leasing for the THIRD-PARTY COMPONENTS, hardware, and/or services. Oracle reserves the right, at its sole discretion, to make changes to the Oracle "Third Party Financing Notice - Financing for End-user Customer's Payment Obligation," which can be accessed at <https://www.oracle.com/assets/third-party-financing-note-end-user-320607.pdf>.

 Audit Rights

 Contract in favor of Oracle

 Rules for supplied source code

 Rules for third-party components

 Prohibition of Administration

2. Requirements from Hitachi Vantara / Pentaho

2.1. The CUSTOMER acknowledges that THE above-mentioned SOFTWARE-PRODUCTS address or use THIRD-PARTY COMPONENTS provided by HITACHI VANTARA. The following additional requirements apply to the use of these THIRD-PARTY COMPONENTS:

2.2. The third-party components from Hitachi Vantara may only be used by THE CUSTOMER as follows

- (i) together as an embedded part of the SOFTWARE-PRODUCTS
- (ii) in the environment controlled by THE CUSTOMER
- (iii) only for their own internal business purposes
- (iv) under binding agreed ToU and
- (v) only after reviewing and accepting the licenses for the open source software contained in the third-party components.

2.3. The CUSTOMER may not do the following with regard to Hitachi Vantara THIRD-PARTY COMPONENTS:

- (i) disclose the results of software tests or other product tests or benchmarking tests to third parties;
- (ii) reconstruct the source code or the underlying ideas, algorithms, file formats, or interfaces of the software, for example, by translating, decompiling, disassembling, or reverse engineering;
- (iii) create derivative works of the software or unbundle the software;
- (iv) allow third parties to use the software, for example by sublicensing, renting, reselling, transferring, lending, distributing, or using it in a service bureau, time-sharing, hosted, or cloud service model;
- (v) copy the software (including documentation and materials), except for internal backup or archiving purposes, provided that all protected trademarks, notices (including copyright notices), and labels are reproduced and included with each copy of the software;
- (vi) make the software available on a public network or allow access to an intranet, unless this is restricted to authorized users;
- (vii) remove or manipulate any proprietary notices, labels, or markings on or in the software;
- (viii) use the software for competitive development, testing, analysis, or marketing purposes, or permit its use for such purposes;
- (ix) use the software via a communications network or by remote access;
- (x) use the software licensed for a specific physical or virtual device on another device; or
- (xi) Disable, circumvent, or otherwise interfere with any license keys, tokens, or other mechanisms in the software.

- (xii) Decompile, reverse engineer, modify, or otherwise use source and/or object codes, or cause others to do so.
- (xiii) The CUSTOMER acknowledges that the HITACHI VANTARA software contains open source software components from third parties. These components are licensed to the CUSTOMER in accordance with the terms of the applicable open source license. A list of the relevant open source products is available on the Internet at <https://doc.stiwa.com/licenseterms>.

3. Requirements from Softing Industrial Automation (anciennement DELTA LOGIC)

- 3.1. The CUSTOMER acknowledges that a Softing Industrial Automation THIRD-PARTY COMPONENT is integrated and used in the above-mentioned SOFTWARE-PRODUCTS.
- 3.2. The CUSTOMER may only use the system interfaces provided by the SOFTWARE-PRODUCT. Any other direct or indirect access to data from the PLC via the Softing Industrial Automation software is prohibited.

4. Apple's Guidelines for App Store Apps

- 4.1. The CUSTOMER or its agents ("END USERS") may also obtain certain SOFTWARE-PRODUCTS ("APP") via the Apple App Store. Special provisions apply to these APPS:
 - (i) Acknowledgement: The ToU apply exclusively between the END USER and STIAMS. If any provisions of these ToU conflict with the Apple Media Services Terms and Conditions or Volume Content Terms in force at the time of download, such conflicting provisions shall not apply.
 - (ii) Scope of the license: Use of the APP is restricted to all Apple products owned or controlled by the END USER, subject to the usage rules set out in the Apple Media Services Terms and Conditions; however, this does not apply to access to, purchase and use of this licensed APP via other accounts linked to the END USER through 'Family Sharing', volume purchases or 'Legacy Contacts'.

- (iii) Maintenance and Support: Apple has no obligation to provide maintenance or support services in relation to the licensed App. This is governed exclusively between the CUSTOMER and STIAMS or, where applicable, between the END USER and STIAMS.
- (iv) Warranty: STIAMS (and not Apple) bears all warranty obligations, whether express or implied by law, relating to the APP, insofar as these have not been validly excluded. In the event of a breach of an applicable warranty by the APP, the END USER may notify Apple thereof and Apple may, where applicable, refund the purchase price of the licensed application to that END USER; all other claims, losses, liabilities, damages, costs or expenses attributable to a breach of warranty are not the responsibility of Apple.
- (v) Product Claims: The END USER accepts that STIAMS, and not Apple, is responsible for handling claims by the End User or third parties in connection with the licensed APP or the End User's possession and/or use of this licensed APP, including but not limited to: (i) product liability claims; (ii) any claims that the Licensed App does not comply with applicable legal or regulatory requirements; and (iii) claims arising from consumer protection laws or similar legislation, including those relating to the use of the HealthKit and HomeKit frameworks by your Licensed or Custom App.
- (vi) Intellectual Property Rights: The END USER accepts that, in the event of a third party alleging that the Licensed App or the End User's possession and use of such Licensed App infringes that third party's intellectual property rights, STIAMS – and not Apple – shall be solely responsible for the investigation, defence, settlement and resolution of such claims of intellectual property infringement.
- (vii) Compliance with legal regulations: The END USER represents and warrants that (i) they are not located in a region subject to a US government embargo or designated by the US government as a 'state sponsor of terrorism'; and (ii) they are not listed on any US government list of prohibited or restricted parties.
- (viii) Name and address of the developer: The END USER may contact STIWA AMS GmbH, Salzburger Straße 52, Attnang Puchheim, via email: support.ams@stiwa.com or telephone: +43 7236 3351 9020 with any questions, complaints or claims relating to the licensed APP.
- (ix) Third-party license terms: It is expressly noted that the END USER must also take note of and accept all third-party license terms relating to the App (see Section 3.2 of the ToU). You must state in the EULA that the End User must comply with the applicable third-party terms and conditions when using your application; for example, if you offer a VoIP application, the End User must not breach their wireless data services contract whilst using your application.
- (x) Third-Party Beneficiary: The END USER agrees that Apple and Apple's subsidiaries are third-party beneficiaries of these ToU and that, upon the END USER's acceptance of the terms of the ToU, Apple shall have the right (and shall be deemed to have accepted such right) to enforce the ToU against the END USER as a third-party beneficiary.

Restricted Distribution License

for Machine Manufacturers and Purchasing Affiliates

This distribution permission only applies if the CUSTOMER acquires the license for the manufacture of a machine for a specific end customer in order to pass it on to that end customer together with the machine, or if the customer acquires it as a central purchasing affiliate for one of its group companies.

In this case, the CUSTOMER receives one-time permission from STIAMS to transfer the license (in the first case together with the automation machine) to a named end customer. This permission takes precedence over the prohibition on passing on to others in section 2.3. of the ToU, insofar as they contradict each other. The exact scope of this permission and the applicable requirements are described below:

1. Permission and Requirements of STIAMS for the One-Time Transfer of the license

1.1. Concerning the purchased license STIAMS permits the CUSTOMER...

to transfer it in its entirety to their end customer	This means that the CUSTOMER may sell or transfer it for free based on this permission if their end customer › accepts the ToU and the third-party license terms unchanged and › has demonstrably notified STIAMS within 14 days of the transfer.
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1.2. This distribution permission...

is limited in time to <u>a one-time transfer of the license</u>	This means that the distribution right ends with the initial transfer of the license to the end customer.
is limited personally to the end customer notified to STIAMS	This means that the license may not be transferred to persons other than the end customer named to STIAMS.
is limited in scope to the original license	This means that the CUSTOMER may only transfer the STIWA MANUFACTURING SOFTWARE to the extent that they themselves have acquired it—in particular, only together with the registered automation system, if applicable, and for those usage units for which they themselves have obtained a license. The functional scope of the STIWA MANUFACTURING SOFTWARE is also limited to that which the CUSTOMER has previously acquired from STIAMS.
is geographically limited to areas without foreign trade restrictions	This means that the CUSTOMER may transfer the STIWA MANUFACTURING SOFTWARE worldwide, whereby the CUSTOMER is solely responsible for compliance with all customs regulations, duties, and taxes. However, this permission does not apply to areas where delivery would constitute a direct or indirect violation of

is not exclusive	foreign trade regulations. When checking, the CUSTOMER must take into account not only the rules of the export and import country, but also those of Austria and the USA. this means that STIAMS may grant distribution rights for the STIWA MANUFACTURING SOFTWARE to other persons.
is non-transferable	This means that the CUSTOMER may not transfer the distribution rights to other persons (including end customers).

1.3. The CUSTOMER is prohibited from ...

sublicense	this means that the CUSTOMER may not pass on SOFTWARE PRODUCTS and FUNCTION EXTENSION under its own terms of use or as a direct licensor.
assign rights from the license or transfer the license in any other way.	this means that the CUSTOMER may not assign any rights or claims separately from the license. Furthermore, they may not transfer them in the form of renting, leasing, or pledging.
Split the license	this means that the license for STIWA Manufacturing Software may only be transferred in its entirety. It is prohibited to divide it among multiple automation machines or end customers.
extend or reproduce the license	Duplication or extension is also expressly prohibited in the case of distribution.

2. Required Collaboration of the Customer

2.1. The CUSTOMER must cooperate to ensure proper transfer to the end customer. To this end, the CUSTOMER shall present the ToU to the end customer, together with the specifications to be passed on and the third-party license terms (e.g., in the offer), and have them accepted in writing by the end customer. These can be found at

<https://doc.stiwa.com/licenseterms>

2.2. The CUSTOMER is entitled to sign the unmodified version of the Terms of Use (TOU) on behalf of STIAMS in a legally binding manner vis-à-vis the end customer. By countersigning, the CUSTOMER also confirms their agreement to the end customer's acceptance of the contract.

2.3. The end customer is only entitled to use the STIWA MANUFACTURING SOFTWARE once the TOU and all associated THIRD-PARTY LICENSES have been legally transferred to them.

3. Provision of Information and Audit

3.1. Due to third-party manufacturer requirements and also in its own interest, STIAMS must be able to verify and document compliance with the distribution conditions. The CUSTOMER's assistance is required in this regard.

3.2. The CUSTOMER shall provide STIAMS with written information within ten days of distribution. Information must be provided on

- ▶ which SOFTWARE PRODUCTS
- ▶ at which locations
- ▶ on which automation machines
- ▶ to which end customers
- ▶ to what extent.

The information must contain sufficient detail to enable STIAMS to verify compliance with the distribution conditions.

3.3. After 30 days' written notice, STIAMS is also entitled to check the distribution of the STIWA MANUFACTURING SOFTWARE itself ("audit"). The CUSTOMER shall cooperate with STIAMS in the context of the audit and provide appropriate support and access to all necessary information. Such an audit must not unreasonably interfere with the CUSTOMER'S normal business operations.

3.4. The information collected as a result, as well as this distribution agreement itself, may be disclosed and forwarded to third-party manufacturers as necessary and appropriate.

3.5. Any costs incurred as a result of the audit shall be borne by each CONTRACTING PARTY itself.

 STIAMS may obtain information and conduct audits

4. Final Provision

The restricted distribution license is an integral part of the aforementioned ToU.