

STANDARD SOFTWARE LICENCE AGREEMENT

PILZ GMBH

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Pilz GmbH (registered in the district court of Stuttgart, Germany with company number HRA210893) (**Licensor**, **us** or **we**) for your use of:

- Any computer software, including the data supplied with it and the associated media which we may licence to you from time to time (**Software**); and
- printed materials and/or online and/or electronic documentation associated with the Software (**Documentation**).

OPERATING SYSTEM REQUIREMENTS:

Please refer to the Documentation for information and details of the requirements of the computer hardware that is required to use the Software.

IMPORTANT NOTICE TO ALL LICENSEES:

BY DOWNLOADING THE SOFTWARE AND/OR THE DOCUMENTATION FROM OUR WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU WILL NOT BE PERMITTED TO DOWNLOAD THE SOFTWARE AND/OR THE DOCUMENTATION FROM OUR WEBSITE. WE WILL NOT LICENSE THE SOFTWARE AND/OR THE DOCUMENTATION TO YOU IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE.

THESE TERMS APPLY TO OUR SUPPLY OF SOFTWARE TO CUSTOMERS ACTING IN THE COURSE OF A BUSINESS. IF YOU ARE ACTING AS A CONSUMER, YOU HAVE CERTAIN ADDITIONAL LEGAL RIGHTS IN RESPECT OF ANY CONTRACT BETWEEN US. PLEASE CONTACT US IF YOU REQUIRE ADDITIONAL INFORMATION CONCERNING YOUR RIGHTS AS A LICENSEE ACTING AS A CONSUMER.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of your agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation in the United Kingdom on the terms and subject to the conditions of this Licence.

1.2 You may:

- (a) install and use the Software for your internal business purposes only:
 - (i) on one CPU if the Licence is a single-user licence or the Software is for single use; or

- (ii) if the Licence is a multi-user or network licence, for the number of concurrent users agreed between you and us;
- (b) provided that you comply with the provisions in condition 2(e), make up to two copies of the Software for back-up purposes only;
- (c) receive and use any free supplementary software code incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time;
- (d) use any Documentation in support of your use of the Software and, provided that you comply with the provisions in condition 2(e), make up to two copies of such Documentation for back-up purposes only.

2. RESTRICTIONS

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documentation except where such copying is permitted by condition 1.2(b) or condition 1.2(d);
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated into, any other programs;
- (d) not to disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (ii) is not unnecessarily disclosed or communicated to any third party without the Licensor's prior written consent; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this Licence;
- (g) to include our copyright notice of the Licensor on all entire and partial copies you make of the Software on any medium;
- (h) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program

listings, object code and source code) to any person other than your employees without prior written consent from us; and

- (i) not to use the Software via any communications network or by means of remote access.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to the Licensor, that rights in the Software are licensed and are not sold to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 3.3 The integrity of the Software is protected by technical protection measures (**TPM**) so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent such TPM, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in your possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such TPM.

4. LIMITED WARRANTY

- 4.1 We warrant that:
 - (a) the media on which the Software is stored and distributed (if any) is (at the time it is supplied) free from defects in design, material and workmanship under normal use;
 - (b) the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation; and
 - (c) the Documentation correctly describes the operation of the Software in all material respects,

for a period of 90 days from the date of purchase of the Software (**Warranty Period**).

- 4.2 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace the Software, provided that you make available to us all the information that may be necessary to assist us in resolving the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 4.3 The warranty does not apply:

- (a) if the defect or fault in the Software results from you having amended the Software;
- (b) if the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence; or
- (c) if you have used the Software in any application or in connection with any product or products for which it was not designed or otherwise than in accordance with the information set out in the Documentation.

4.4 You acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

4.5 All other conditions, warranties or other terms which might have effect between us or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5. LIMITATION OF LIABILITY

5.1 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

5.2 We only supply the Software and Documentation for internal use by your business, and you agree not to use the Software or Documentation for any re-sale purposes.

5.3 We shall not under any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect or consequential loss or damage.

5.4 Subject to condition 5.5, our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the amount that you have actually paid to us (if any) in consideration of our grant of the Licence to you.

5.5 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;

- (b) fraud or fraudulent misrepresentation;
 - (c) any other liability that cannot be excluded or limited by English law.
- 5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

- 6.1 We may terminate this Licence immediately by written notice to you:
 - (a) if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
 - (b) if the continuation of the Licence would place us in breach of any statutory or regulatory provision which is binding upon us and is applicable to the Software or the Documentation.
- 6.2 Upon termination for any reason:
 - (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence; and
 - (c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

7. COMMUNICATIONS BETWEEN US

- 7.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by post to Pilz Automation Technology at Pilz House, Little Colliers Field, Corby, NN18 8TJ or by e-mail to sales@pilz.co.uk. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 7.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us in your order for the Software.
- 7.3 Any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and

placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

8. OTHER IMPORTANT TERMS

- 8.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 8.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.
- 8.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.