

General Terms and Conditions of the HARTING Technology Group – Delivery Software

The following *General Terms and Conditions of the HARTING Technology Group – Delivery Software* (hereinafter referred to as "*GTC – Delivery SW*") shall apply to all contracts and agreements concluded between the Customer and the Supplier, the subject of which is among others the supply of software and any obligations arising thereof. They shall apply to all future business relations, even if they are not explicitly agreed upon again.

The General Terms and Conditions of the Customer are hereby contradicted. Any deviating conditions of the Customer that are not explicitly accepted by the Supplier are not binding for the Supplier, even if he does not explicitly contradict them. These *GTC – Delivery SW* shall also apply if the Supplier, in full knowledge of conflicting or deviating conditions of the Customer, carries out the purchase order without reservation. The parties shall confirm in writing any conclusions of contract and agreements as well as deviating additional agreements that are not declared in writing.

These *GTC – Delivery SW* shall supplement the *Sales and Delivery Conditions of the HARTING Technology Group*. If and in so far as any conflicts arise between the documents, these *GTC – Delivery SW* shall take precedence. Furthermore, the provisions of the *Sales and Delivery Conditions of the HARTING Technology Group* shall remain unaffected.

1. Software use, software supply

1.1. The Customer shall be granted a non-exclusive right in the Software included in the scope of supply to use the supplied software including its documentation (hereinafter jointly referred to as the "Software") in the contractually agreed scope. If not expressly indicated otherwise by the Supplier, it is delivered for use on the delivery item intended for this purpose. A use of the Software on more than one system is forbidden, unless the Software product description expressly permits such a use on several systems. The right of use shall be limited to the agreed period; in the absence of such an agreement, the right of use shall apply for an unlimited period of time.

1.2. The Software is protected by copy right. Any more extensive rights in the Software including its copies shall remain with the Supplier or his software suppliers. The granting of sublicenses shall not be permitted.

1.3. These *GTC – Delivery SW* shall exclusively apply to the handover of standard software that is subject matter of a delivery or, as part of or in connection with a delivery of the associated hardware, is handed over for use, as well as to the entire delivery insofar as the reason for a breach of duty or a default in performance can be put down to the Software. For the rest, exclusively the remaining provisions of these Conditions of Sale and Delivery shall apply to the hardware. In the event of a handover of customised individual software, a separate agreement shall be concluded.

1.4. Unless otherwise expressly agreed upon in the agreement with the Customer, the Supplier shall not assume any obligation to render software service features. These shall require a separate agreement.

1.5. Insofar as a right of use is granted for the exclusive use with a certain type of hardware, the following provisions shall apply in addition: The Customer may only use the Software together with the hardware mentioned in the contract documents (e.g. software product certificate); in the absence of such a mention together with the associated hardware that was delivered together with the Software. The use of the Software with another appliance requires the express written approval of the Supplier and, in the event the Software is used with a more efficient appliance, produces the Supplier's right to an adequate additional remuneration. This shall not apply insofar as and as long as the Customer uses the Software temporarily with a substitute appliance in the agreed scope due to a defect of the agreed appliance.

1.6. The Software shall exclusively be handed over in machine-readable form (object code), unless otherwise agreed upon or unless the handover of the Software in source code is intended due to the inclusion of Open Source Software (hereinafter referred to as "OSS") in accordance with Paragraph 11.

1.7. The Customer may only make one copy of the Software, which may exclusively be used for backup purposes (backup copy). For the rest, the Customer may only copy the Software within the scope of a multiple licence in accordance with Paragraph 12.

1.8. Apart from the cases mentioned in § 69e German Copy Right Act (decompilation), the Customer shall not be entitled to modify, reconvert, decode nor extract any program elements from the Software. The Customer may not remove any alphanumeric or other identifications from the data carriers and shall have to transfer these unchanged onto

every backup copy. For the rest, the Customer shall only be entitled to the legal extent (§ 69 a ff. German Copy Right Act) to copy, edit or decode the Software or to convert it from its object code into the source code. Without the prior express agreement of the supplier, the Customer shall not be entitled to remove or change the manufacturer's specifications, in particular the copy right endorsements.

1.9. Unless otherwise expressly specified by the Supplier, the Customer may only pass on the right of use in the software to third parties together with the appliance or the data carrier supplied, which he has acquired from the Supplier together with the Software. In the event of a transfer of the right of use to third parties, the Customer shall have to ensure that the third party is not granted more extensive rights of use in the Software as those to which the Customer is entitled according to these *GTC – Delivery SW*, and that at least the obligations from these *GTC – Delivery SW* existing in respect of the Software shall also be imposed on the third party. At the same time, the Customer may not retain any copies of the software. If the Customer hands over the Software to a Third Party, the Customer shall be responsible for taking into consideration any export obligations and shall in so far exempt the Supplier from any obligations.

1.10. Insofar as Software is handed over to the Customer, for which the Supplier only holds a derived right of use (third party software), the conditions of use agreed between the Supplier and his licensor shall apply in addition and shall take precedence over the provisions of these *GTC – Delivery SW*.

1.11. If and insofar as OSS is handed over to the Customer, the conditions of use governing the OSS shall apply in addition and shall take precedence over these *GTC – Delivery SW*. In this case, the Supplier shall hand over the source code to the Customer at the former's request, provided these conditions of use make provision for a release of the source code. The Supplier shall point out the existence and the conditions of use of any handed over third party software and OSS and shall make available the conditions of use by request. If these conditions of use are violated by the Customer, the Supplier, and in addition also his licensor, shall be entitled to raise any claims and assert any rights arising thereof in their own name.

1.12. In order to use the Software on several appliances or simultaneously at several workstations, the Customer shall require a right of use to be separately agreed upon. The same applies to the use of the Software in networks, even if the Software is not duplicated in these cases. In the above-mentioned cases (in the following consistently referred to as "Multiple Licence") the following provisions shall apply in addition and shall take precedence over the above-mentioned provisions:

1.12.1 Prerequisite for a Multiple Licence is an express written confirmation by the Supplier regarding the number of permissible duplications the Customer shall be entitled to make from the handed over Software, and regarding the number of appliances or workstations at which the Software may be used. In the case of Multiple Licences for Software that is handed over for a limited period of time, Multiple Licences shall only be permitted to be transferred to third parties by the Customer if they are transferred as a whole and together with all appliances on which the Software may be used.

1.12.2 The Customer shall heed the instructions in respect of duplication handed to him by the Supplier together with the Multiple Licence. The Customer shall have to keep records regarding the whereabouts of all duplications and shall have to submit these to the Supplier by request.

2. Restrictions of use

2.1. It is expressly pointed out to the Customer and the Customer acknowledges that the Software and any hardware supplied together with it are not suitable for use in or in conjunction with medical implants or as important component in life-support systems, the failure of which may result in serious injuries of human beings. The components used and the level of their proven reliability do not meet the requirements necessary for such applications. So as to prevent damage to appliances and systems and injuries or death of human beings, user or application developer shall have to take adequate, well-conceived measures to protect against system failures.

2.2 It is expressly pointed out to the Customer and the Customer acknowledges that the use of RFID components on the transport market may violate the rights of third parties. If the Customer plans such an application, he shall contact the Supplier to obtain support with the clarification of any patent or property right issues or he shall on his own responsibility initiate a corresponding patent and property right enquiry.

3. Warranty

3.1 The Supplier guarantees that on delivery, the Software (i) shall

comply with the agreed specifications and shall perform the agreed functions, (ii) shall not contain any intentionally integrated viruses or other routines which are intended to switch off, damage, impair or delete software or data, and (iii) shall, as far as applicable, be made available on a medium that is free of material and manufacturing defects.

The warranty period shall extend over 12 months.

3.2. Only reproducible deviations from the specification that have been proven by the Customer shall be considered as material defect of the Software. However, a material defect shall not be considered to be on hand if the defect does not occur in the last version of the Software handed over to the Customer, the use of which is deemed acceptable to the Customer. The material defect and the corresponding data processing environment must be described as accurately as possible.

No right to claim damages for material defects shall exist

- if merely an insignificant deviation from the agreed quality is on hand,
- if merely an insignificant impairment of the usability is on hand,
- in case of damages arising from wrong or negligent treatment by the Customer or third parties,
- in case of damages arising due to special external influences, which are not postulated in the agreement,
- for changes made by the Customer or by third parties and the consequences arising thereof,
- for software that has been extended by the Customer or by a third party beyond the interface intended for it by the Supplier,
- in case the handed over Software is not compatible with the data processing environment used by the Customer, unless the Supplier has verified this environment and has expressly confirmed the compatibility and functionality of the Software for this environment.

3.3. If the Supplier does not choose any other form of supplementary performance, supplementary performance shall be carried out by removing the Software's material defect as follows:

3.3.1 The Supplier shall hand over a new version number (update) or a new version (upgrade) of the Software as substitute, insofar as this is available from the Supplier or can be procured at reasonable expense. If the Supplier has granted the Customer a Multiple Licence, the Customer may make a number of copies of the handed over update or upgrade that corresponds to the multiple licence.

3.3.2 Up to handover of an update or upgrade, the Supplier shall make an interim solution available to the Customer to bypass the material defect, insofar as this is possible at reasonable expense and the Customer is unable to process unpostponable tasks due to the material defect.

3.3.3 If a delivered data carrier or documentation is defective, the Customer may only demand that it be replaced by one that is free of defects.

3.3.4 Rectification of the material defect shall be carried out, at the Supplier's option, either at the Customer's or at the Supplier's. If the Supplier chooses rectification at the Customer's, the Customer shall have to make available hardware and software as well as other operating conditions (including required computing time) with suitable operating personnel. The Customer shall also have to make available to the Supplier any documents and information kept on his premises that are required to rectify the material defect.

4. Third party property rights

4.1 Unless otherwise described in these *GTC - Delivery SW*, the Supplier guarantees that the Software is free of any third party property rights.

4.2. In case the Software becomes subject of an infringement action, the subject matter of which is the violation of a patent or copy right at the time of delivery of the Software, the Supplier shall at his option, either (i) purchase a licence for the Customer or (ii) take back the product concerned and reimburse the purchase price paid by the Customer minus an adequate amount for use, damage and deterioration (calculated by means of a linear depreciation of the value over three (3) years, starting with the day of delivery) or, (iii) replace or modify the product concerned so that the Customer receives an essentially functionally equivalent product without infringement.

4.3. In case the Software becomes subject of an infringement action (i) because the Customer, his customer, or at the instruction of the Customer, the Supplier, a company affiliated with the Supplier, a representative or a subcontractor has made changes to the Software, or (ii) because the Software has been produced/created with equipment, components or other software that have not been exclusively produced/created by, or on behalf of the Supplier or his affiliated

companies, the Customer undertakes to exempt the Supplier, his corporately affiliated companies and licensors to the extent to which the changes or connections made are the cause of such an infringement, in respect of all payments, losses, costs and expenses, arising for the Supplier, his corporately affiliated companies or licensors on account of such an infringement.

5. Modification, discontinuance

The Supplier shall be entitled to modify or discontinue Software. In case of a discontinuance or if the functional scope of the Software is detrimentally affected by a modification, the Supplier shall furnish adequate information in this regard in due time.

6. Claims for damages

6.1. All claims for damages and claims for the reimbursement of expenses (hereafter collectively: Claims For Damages), no matter on what legal basis, in particular those based on the breach of contractual obligations and tort are excluded if they exceed the liability that is set out in these sales and supply conditions.

6.2. The Supplier shall be liable on the basis of statutory provisions only for gross negligence and intent by itself, its legal representatives and of the persons the Supplier uses to perform its obligations. Furthermore it shall be liable on the basis of statutory provisions in cases where the goods lack a condition that has been guaranteed and in cases of injury to body, health or life. Where the Supplier has breached essential contractual obligations and was negligent without being grossly negligent, the Supplier's liability is limited to the typically foreseeable loss for such contract. Essential contractual obligations for the purpose of this limitation of liability clause are those that ensure the carrying out of the contract, whose breach jeopardises the purpose of the contract and on which the Customer commonly relies. The foregoing provisions do not change the burden of proof to the disadvantage of the Customer.

6.3. Insofar as the Customer is entitled to Claims For Damages in accordance with this Clause 6 these are subject to a limitation period of one year. For all Claims For Damages that are based on the Law regulating Product Liability (Produkthaftungsgesetz), or on intent, gross negligence or harm to one's life, physical integrity or health or the violation of essential contractual obligations, the statutory periods of limitation shall apply.

6.4. Where the liability for the Customer's Claims For Damages has been excluded or limited, such exclusion or limitation shall also apply to the personal liability of employees, staff, representatives and that of the persons the Supplier uses to perform its obligations.

7. Proviso, end-use declaration

6.1. The conclusion of any agreement and the respective performance of contracts by the parties shall be subject to the proviso that there are no conflicting obstacles due to national or international statutory provisions, in particular export regulations.

6.2. The customer undertakes to submit on request a binding end-use declaration within the meaning of the valid export control regulations.

8. Place of performance / Court of jurisdiction / Applicable law

7.1. Unless otherwise agreed upon, the place of performance for all performances, including return deliveries, shall be Espelkamp.

7.2. Locally and internationally responsible court of jurisdiction shall be the local or regional court responsible at the Supplier's registered office; this shall also apply to legal action based on a dishonoured cheque or bill of exchange and for claims raised within the scope of a dunning procedure. However, the Supplier shall also be entitled to bring an action at the Customer's registered office or as actively or passively involved party to select arbitration proceedings in accordance with clause 9. As future defendant or party otherwise passively involved in legal proceedings, the Supplier shall however, at the request of the Customer, be liable to promptly exercise his option according to clause 2 of this paragraph already prior to proceedings.

7.3. German substantive law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply to the legal relations in connection with this agreement.

9. Court of arbitration

Insofar as the Supplier decides to have disputes decided by a court of arbitration, a final decision in this regard shall be taken in accordance with the rules of arbitration of the German Institution for Arbitration e. V. (DIS) under exclusion of any recourse to courts of law. Unless otherwise agreed upon, the court of jurisdiction shall be determined in accordance with the preceding clause 8.2; the official language used in court shall be German.