

# Software License Agreement

## 1. Contracting Parties

This Software License Agreement (“Agreement”) is entered into between

**IPETRONIK GmbH & Co. KG**

Im Rollfeld 28

76532 Baden-Baden

– hereinafter referred to as the “Licensor” –

and

**[Customer / Company]**

**[Address]**

– hereinafter referred to as the “Licensee” –

## 2. Definitions

(1) **Software** means all software that the Licensor supplies to the Licensee or makes available to the Licensee for paid use and which the Licensee installs on its systems.

### License models:

1. One-time license tied to a version number, i.e. the customer purchases once and the right of use is unlimited in time.
2. Time-limited license, e.g. trial version.
3. Single-seat license, which is hardware-bound.
4. Site license, i.e. a fixed price regardless of how many computers/devices are used.
5. Subscription model.

(2) Hardware requirements are set out in the product documentation.

(3) **Documentation** means all user manuals, online help and technical descriptions provided by the Licensor.

(4) **Update** means bug fixes and minor functional enhancements within a major version.

(5) **Upgrade** means the change to a new major version.

(6) **User** means natural persons who are authorized to use the Software.

## 3. Subject Matter of the Agreement

(1) The subject matter of this Agreement is the provision of the Software for use for an unlimited period in accordance with the provisions of this Agreement.

(2) The Software is provided exclusively in object code (binary form) and in the form of executable files and associated resources.

#### **4. Term and Termination**

- (1) In the case of time-limited licenses (trial version, subscription), the right of use automatically ends upon expiry of the agreed period unless an extension is agreed.
- (2) Upon termination of the right of use, the Licensee is obliged to immediately cease using the Software and to remove all copies of the Software from its systems.
- (3) The right of either party to terminate this Agreement for good cause remains unaffected, in particular in the event of a material breach of the usage restrictions pursuant to Section 6.
- (4) IPETRONIK is entitled to amend this SLA with effect for future contract conclusions. For contracts already concluded, the version valid at the time of conclusion of the contract shall continue to apply unless expressly agreed otherwise.

#### **5. Grant of License**

- (1) The Licensors grants the Licensee a non-exclusive, non-transferable and non-sublicensable license to use the Software "IPEmotion PC".
- (2) Use is limited to:
  - [number] users / devices / measurement stations;
  - solely for the Licensee's internal purposes;
- (3) Use as SaaS, a hosting solution, an OEM product or for commercial distribution to third parties is not permitted without the Licensors's prior written consent.

#### **6. Restrictions on Use**

In particular, the Licensee may not:

- modify or adapt the Software, nor carry out reverse engineering or translate the source code back;
- decompile, disassemble or reverse engineer the Software;
- circumvent or manipulate license mechanisms;
- remove copyright notices;
- pass on or lend the Software to third parties without the Licensors's express consent. This is also excluded for use within affiliated companies.

Mandatory statutory rights remain unaffected.

#### **7. Intellectual Property**

- (1) All rights in and to the Software, in particular copyrights, patents and trademark rights, remain exclusively with the Licensors.
- (2) This Agreement does not transfer any ownership rights in the Software.
- (3) Suggestions for improvement or feedback from the Licensee may be used by the

Licensor free of charge and without limitation in time.

(4) If open-source components are used, these are named or identified as “open source” in the respective documentation for the Software.

## **8. Installation and System Requirements**

(1) The Licensee is responsible for complying with the system requirements described in the Documentation.

(2) The Licensor does not warrant that the Software will run on systems that have not been approved.

## **9. Updates, Maintenance and Support**

(1) Software upgrades are to be paid for separately.

(2) Security-related bug-fix updates are limited to a period of normally three years after product release by IPETRONIK. Any further statutory requirements will be duly taken into account and implemented by us. The exact dates are stated on our website under “Product Discontinuation at IPETRONIK”, under “EOL Announcement”, in the section “End of Software Support”.

(3) Support services are owed only if they have been separately agreed.

(4) The Licensee is encouraged not only to install the security updates provided by IPETRONIK in a timely manner, but also to keep the operating system, device drivers and other system components relevant to the operation of the Software continuously up to the current state of the art. If the Licensee refrains from installing security updates — whether for the Software itself, the operating system, drivers or other system components — the Licensee shall bear the resulting risk of malfunctions, security vulnerabilities or data loss itself; claims against IPETRONIK arising from such consequences are excluded to that extent.

(5) To the extent that the Customer enters data, IPETRONIK is not obliged to back up customer data against loss or access by third parties. Furthermore, the Customer undertakes to take measures corresponding to the current state of the art to prevent third-party access to customer data.

(6) If the Customer breaches the obligations set out above, IPETRONIK may invoke contributory negligence pursuant to Section 254 of the German Civil Code (BGB). Liability for data loss and data recovery, including in the event of unauthorized third-party access to customer data, lies with the Customer. However, IPETRONIK may provide support with data recovery to a certain extent for a fee.

## **10. Data Processing and Data Protection**

- (1) The Licensee is solely responsible for the legality of the processing of personal data.
- (2) If the Software processes personal or biometric data, the Licensee must comply with all applicable data protection regulations, in particular the GDPR.
- (3) A data processing agreement shall be concluded separately if required.

## **11. Warranty**

- (1) The Software is provided “as is”.
- (2) The Licensor warrants that the Software substantially performs the functions described in the Documentation.
- (3) Any further warranty, in particular for freedom from defects or for specific results, is excluded.

## **12. Liability**

- (1) The Licensor shall be liable without limitation in cases of intent and gross negligence.
- (2) In cases of slight negligence, the Licensor shall be liable only for breach of material contractual obligations and limited to the foreseeable damage, but in any event no more than the license fee paid.
- (3) Liability for loss of profit, data loss and indirect damages is excluded to the extent permitted by law.
- (4) Liability for injury to life, body or health remains unaffected.

## **13. Confidentiality**

- (1) Both parties undertake to keep confidential information secret.
- (2) This obligation shall continue to apply after the end of the Agreement.

## **14. Export Control**

The Licensee undertakes to comply with all applicable export and sanctions regulations.

## **15. Applicable Law and Place of Jurisdiction**

- (1) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction shall be Baden-Baden, provided that the Licensee is a merchant within the meaning of commercial law.

## **16. Severability Clause**

Should individual provisions of this Agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.

Date, place

Date, place

SIGNATURE

IPETRONIK GmbH & Co. KG

SIGNATURE

CUSTOMER

Contract Revision No. 1.0

Version dated: Sept. 07. 2026