

DATRON End-User Licence Agreement for Paid Software

Preamble

Pursuant to the terms of this EULA (End-User Licence Agreement), DATRON AG grants to the customer a licence regarding the Software DATRON next and DATRON Live Machine Apps, including the pertaining user documentation. DATRON next has been developed to facilitate the control of the DATRON milling and dispensing machines and to guide the customer easily through the milling and dispensing programme. DATRON Live Machine Apps allow the customer to access the milling and dispensing machine control from a mobile device or PC to facilitate location-independent work. Please note that, as a matter of course, Software will never be free of errors. Should unforeseen Software errors occur, DATRON AG will endeavour to offer a solution to the issue once the Software error is known and identified.

§1 Definitions

1. GTDP – means the General Terms of Delivery and Payment of Business of DATRON. As stated below, these GTDP shall prevail over the provisions of this EULA.
2. User Documentation – means the written documents, in printed or electronic form, describing the features of the Software and/or Updates and Upgrades and intended to help the customer to use the Software, Updates and/or Upgrades efficiently. Such documentation does not alter the terms of this EULA or the pertaining GTDP
3. DATRON – means DATRON AG in den Gänsäckern 5, D-64367 Mühlthal-Traisa, Germany.
4. DATRON next – means the Software for the control of DATRON milling and dispensing machines in object code format, including all pertaining Updates and Upgrades, which DATRON provides and for which DATRON has granted a Licence.
5. DATRON next – means the Software for the control of DATRON milling machines in object code format, including all pertaining Updates and Upgrades, which DATRON provides and for which DATRON has granted a Licence.
6. Fee – means the price or licence fee for DATRON Software.
7. Customer – refers exclusively to the buyer/purchaser as an entrepreneur/ a business ("Business").
8. Licence – means the right to use the Software in accordance with this EULA and the GTDP in effect at the respective contract date. The Licence defines the type and scope of the right to use the Software.
9. Licence Period – means the period for which the Licence for the Software is granted. The Licence Period begins with the start of using the machine or when the customer receives a Licence Key.
10. Licence Key – means the code used to unlock the Software and that is given to the customer upon full payment of the Fee.
11. Software – means the computer programmes DATRON next and / or DATRON Live Machine Apps from DATRON in object code format, including all pertaining Updates and Upgrades provided by DATRON, and for which DATRON has granted a Licence.
12. Business – means a natural person with legal capacity, a legal entity or partnership that, when ordering or receiving Software from DATRON, acts in the exercise of its commercial or independent professional or other activity outside their personal or household use.
13. Updates and Upgrades – means enhancements of the Software. Whether an enhancement is an Update or an Upgrade is decided by DATRON alone.

14. Confidential Information – means each and any information and documents of the respective other party that are marked as confidential or are considered confidential from the circumstances, in particular information about operational processes, business relations and know-how.

§2 Object of the Agreement

1. The object of this Agreement concerns the permanent transfer of the Software in object code as specified in the respective purchase offer, including the pertaining user documentation, and the granting of the rights of use described in § 4 below. The hardware and software environment within which the Software is to be used is specified in the user documentation, in combination with the Licence Key for activating the Software, as well as in the respective individual order confirmation.
2. DATRON provides the customer with a copy of the user documentation as a printed version or as a download. The Software is protected by a Licence Key, which the customer receives exclusively for the use of the Software as specified in the respective order confirmation and in the user documentation
3. The features and functionality of the Software are finally determined by the enclosed user documentation. The information contained therein are to be understood as a performance description and not as a guarantee ("Garantie" under German law). A guarantee is only granted if specifically designated as such.
4. Installation and configuration services are not subject of this EULA.

§3 Industrial property rights

The Software is protected by international copyright laws, treaties and other legislation. DATRON and its licensors own and retain any right, title and interest in and to the Software, including copyrights, patents, trade and business secrets, trademarks and other intellectual property rights of whatever type. This EULA does not transfer any title in the Software. With the exception of the rights described in § 4 below, the customer does not acquire any rights in relation to the Software.

§4 Granting of Licences / rights of use

1. DATRON hereby grants the customer, upon full payment of the Fee, a non-exclusive, transferable, perpetual Licence to use the Software in object code on DATRON machines or on devices recommended by DATRON (e.g. smartphones), including the pertaining user documentation, subject to any limitations contained in this EULA or in the DATRON GTDP. The DATRON GTDP shall prevail in the event of any conflict between this EULA and the GTDP.
2. A Licence for the DATRON Live Machine Apps can only be granted if at least DATRON next version 2.13 is installed on the equipment.
3. In the case of Software for which Updates and Upgrades are provided by DATRON, the Licence includes the right to receive and use Updates and Upgrades for a period of one year (twelve months) upon full payment of the Fee. After one year (twelve months) the customer will not be entitled to the provision of further Updates and Upgrades for the Software licensed according to § 4, para.1. However, DATRON may choose to offer further Updates and Upgrades at its own discretion. The customer may use only the version of the Software for which he or she has paid if no further Updates or Upgrades are available from DATRON.

We attach great importance to the protection of your personal data and fulfill the legal data protection requirements. You can find out more about this here: www.datron.de/information.

4. DATRON next is used exclusively on DATRON milling and dispensing machines. The right of use is thus vested in the individual milling or dispensing machine sold by DATRON.
5. DATRON Live Machine Apps can be used in a web browser on one or more suitable devices.
6. In all other respects, the number of Licences and also the type and scope of use are determined by the conditions stipulated in the order confirmation and by the user documentation. However, the customer has the right to let or sell the milling or dispensing machine together with the Software.
7. It is allowed to use the Software once it has been unlocked with the Licence Key and it is used for the intended purpose pursuant to the user documentation.
8. DATRON authorises the customer to decompile and copy the Software only to the extent provided for by law. Such provision shall only apply, however, if DATRON has not made necessary information available within a reasonable period of time upon request.
9. The customer must not, and must not permit any other person to, modify the Software in whole or in part, or create derivative works that are based on the Software in whole or in part.
10. Should the customer sell the milling or dispensing machine, he or she may permanently let the DATRON next Software together with the machine and the DATRON Live Machine Apps to a third party, provided that the respective Licence Keys and the user documentation are also transferred. In such a case, the customer must no longer use the Software, must remove any copies of the Software from the equipment and delete any copies on other data carriers or hand them over to the third party, except to the extent that is required by law to retain them for a longer period of time. Upon request by DATRON, the customer must confirm in writing that the above measures have been fully implemented or, if necessary, explain the reasons for longer periods of storage. Furthermore, he must specifically oblige the third party to comply with the scope of the granting of rights in accordance with this § 4.
11. Copyright labels, serial numbers and other features serving Software identification must not be removed or changed from the Software.

§5 Third-party licences

DATRON next Software and DATRON Live Machine Apps contain Software from third-party suppliers. The customer hereby agrees to comply with the licence terms set forth in such third-party licences. Inquiries regarding third-party licences attaching to DATRON Software may be made by written request to the following address: DATRON AG, Abteilung Forschung und Entwicklung, In den Gänsäckern 5, 64367 Mühlthal, Germany. Please mention the product name, Software version and an email address in the written request. DATRON will then send back an email with the relevant licence conditions.

Third-party licences for DATRON Live Apps can also be viewed in the app in the „More-Menu“ under „Other“/„About“. DATRON next third-party licences can be found on the home screen under „Settings“ in „Machine status“ under „Installed software components“.

§6 Technical support

DATRON offers technical support services and can be reached at **service@datron.de**

or by telephone:

+49 (0) 6151-1419-999 an.

The customer may also register under:

<https://www.datron.de/de/customer-care/service-helpdesk>

to place their question/enquiry. DATRON provides technical support at its sole discretion and these services are not linked to any guarantee or warranty. It

is the responsibility of the customer to back up all existing data, Software and applications before the customer receives technical support from DATRON. DATRON reserves the right to suspend, terminate or refuse to provide any technical support at its sole discretion.

§7 Warranty (concept of Gewährleistung under German law)

1. DATRON offers a warranty on the agreed quality as specified in the user documentation and that the Software can be used without infringement of third-party rights. The warranty for defects does not apply to defects resulting from the fact that the Software is used in a hardware and/or software environment that does not meet the requirements specified in the user documentation or to changes and modifications made by the customer to the Software without being entitled to do so by law or this EULA, or without the prior written consent of DATRON.
2. As a Business, the customer must inspect the Software for obvious defects as soon as reasonably practicable upon receipt and notify DATRON as soon as reasonably practicable if such defects exist, otherwise warranty for such a defect is excluded. The same shall apply accordingly if such a defect becomes apparent at a later date. § 377 of the German Commercial Code, HGB, shall apply in this respect.
3. DATRON may initially provide subsequent performance in the event of a defect, i.e. it may, at its own discretion, remedy the defect („rectification of defects“) or deliver a replacement. In the event of a replacement delivery, the customer may have to adopt a new version of the Software, unless this would be unreasonably onerous. In the event of a defective title, DATRON shall, at its own discretion, either provide for a legally unobjectionable way to use the Software or modify the Software so that it no longer infringes on third-party rights.
4. DATRON is entitled to carry out warranty-related activities on the premises of the customer. DATRON may also fulfil its obligation to remedy defects if it makes Updates with an automated installation routine available for download on its homepage and offers the customer support by telephone to solve any installation problems that may arise.
5. The right to either reduce the purchase price or withdraw from the contract, at the discretion of the customer, remains unaffected in the event that the repair or replacement delivery fails twice. A right of withdrawal does not exist in the case of insignificant defects. Liability by DATRON for the claims for damages or compensation for wasted expenditure is governed by § 8 below.
6. With the exception of claims for damages, warranty claims based on defects become time-barred after twelve (12) months, unless DATRON fraudulently concealed the defect, assumed a guarantee for the quality of the Software or is responsible for intent or gross negligence. The limitation period starts when the Licence Key is communicated. Claims for damages and compensation of wasted expenditure are governed by § 8.

§8 Liability

1. DATRON's liability for damage that has not occurred to the goods themselves, based on whatever legal grounds, is limited to:
 - a. cases of intent
 - b. and gross negligence;
 - c. cases where injury or the death of a person is caused through negligence;
 - d. cases of defects DATRON has fraudulently concealed;
 - e. cases covered by a guarantee undertaking; and
 - f. cases of defective goods where liability for death, injuries or damage to items used privately applies pursuant to the German Product Liability Act („Produkthaftungsgesetz“).

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64293 Darmstadt

Bank Details

Commerzbank
BCN 5084 0005 BAN 4337 00
BIC COBADEFFXXX
IBAN DE92 5084 0005 0550 4337 00

Registered Office

Mühlthal, Register Court
Darmstadt; HRB 86874
Chairman
Dr. Thomas Milde

Executive Board

Michael Daniel (CEO)
Jonas Gillmann (CTO)

Certificate

TÜV Rheinland Cert GmbH
ISO 9001
Certificate No. 011 001 20828

In the case of culpable violation of essential contractual obligations DATRON shall also be liable in the case of gross negligence of non-executive employees and in the case of slight negligence, in the latter case limited to reasonably foreseeable damage that is typical for such contract.

2. DATRON does not assume any other or further liability.
3. The above limitation of liability also applies to the personal liability of DATRON's employees, representatives and committees.

§9 Protection measures, right to audit

1. The customer is obliged to take appropriate measures to protect the Software and, if applicable, the respective Licence Keys for online use from access by an unauthorised third party. In particular, the Licence Keys must be kept in a safe place.
2. At DATRON'S request, the customer must assist DATRON in ascertaining that the Software is used properly, in particular whether the Software is used in accordance with the Licences acquired, both in terms of quality and quantity. To this end, the customer will provide DATRON with information, grant access to relevant documents and records and enable DATRON or an auditing company appointed by DATRON and acceptable to the customer to check the hardware and Software environment used. DATRON may carry out the inspection on the premises of the customer during regular business hours or have it carried out by a third party bound to secrecy. DATRON will try to ensure that the business operations are disturbed as little as possible by its activities on site. If the inspection reveals any other, non-contractual use, the customer must pay the costs of the inspection, otherwise DATRON will.

§10 Confidentiality

1. The customer is obliged to maintain secrecy about Confidential Information that becomes known to the customer, e.g. during activities permitted by law in accordance with § 69 lit. (d) of the German Copyright Act (UrhG).
2. This duty does not apply to Confidential Information that are:
 - a. demonstrably already known to the recipient at the time of acceptance of this EULA or subsequently have become known to the recipient from a third party without breach of any confidentiality agreement, statutory provision or public order;
 - b. publicly known at the time of acceptance of this EULA or are subsequently publicised, provided that this is not attributable to a violation of the present Agreement;
 - c. must be disclosed by law or by order of a court or public authority. A recipient subject to a disclosure obligation will, to the extent permissible and possible, inform DATRON in advance and enable it to take action against the disclosure.

3. The customer will disclose Confidential Information only to those employees who need to have this information to correct the error, and he will oblige these employees to maintain confidentiality even after they leave the company, to the extent permitted by employment law.
4. Any culpable violation of these rules will entail prosecution under civil and criminal law.

§11 Data protection

DATRON collects, stores and processes personal data of the ordering companies as is necessary for the transaction. DATRON is also entitled to have this data processed and stored by a third-party contractor. The data protection measures that must be observed when operating the Software are the responsibility of the customer in his capacity as the user of the Software.

§12 General provisions

1. All disputes arising in connection with this EULA or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. The place of Arbitration shall be Frankfurt/Main, Germany. The applicable law shall be the German law to the exclusion of any other jurisdiction. The language of the proceedings shall be English.
2. If a provision of this EULA is or becomes wholly or partially invalid, the validity of the remaining provisions shall not be affected. The invalid provision/part of the provision shall be deemed replaced by a legally valid provision that is nearest to the purpose pursued by the invalid provision.
3. Each and any rights not expressly set forth in this EULA are reserved by DATRON.
4. The general terms and conditions of business of the customer are inapplicable.
5. Software may be subject to export and import restrictions. In particular, official licences may be required or the use of the Software or related technologies abroad may be subject to restrictions. The applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America and all other relevant regulations must be adhered to.
6. The customer is not entitled to assign the rights he or she has under this EULA without the prior written consent of DATRON.
7. DATRON reserves the right to amend this EULA at any time.

Mühlthal, March 1st 2024

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