Terms of use (EULA) for the ARBURG host computer system

ARBURG

1. Terms of use

1.1 The following terms of use apply to the use of the software described in more detail in the following, which is made available to the users by ARBURG GmbH + Co KG, Arthur-Hehl-Strasse, 72290 Lossburg ("ARBURG") and, if applicable, by the respective local affiliated company (subsidiary).

1.2 These terms of use apply only to companies as well as to legal entities under public law or and a special fund under public law. They do not apply to consumers.

1.3 The subject of these terms of use is the provision of the ARBURG host computer system software - hereinafter referred to as "ALS software" or "software" - by ARBURG as the supplier to the user.

1.4 In addition to the terms of delivery, these terms of use consist of the following additional components:

• Specifications consisting of quotation and order confirmation with specification of the target properties of the ALS system

• List of requirements specifying the system requirements required for installation and operation by the user as well as a list of obligations specifying the behaviour incumbent on the user after installation of the ALS software in his/her own interest and for the preservation of the warranty rights

1.5 Conflicting terms and conditions by the user not contained in these terms of use shall not be accepted, even if ARBURG unconditionally provides deliveries or services to the user in the knowledge of such terms and conditions.

1.6 Product descriptions, representations, test programs etc. are descriptions of services but not guarantees. Customary deviations are permissible insofar as the contractually envisaged purpose is not significantly impaired.

2. Scope of services, granting of rights

2.1 The user shall receive the software consisting of the program in accordance with the agreement in the specifications (section 1.4) for business use until termination in accordance with section 8.2. The software shall only be available to the user if these terms of use are accepted in the course of the download.

2.2 Software shall be supplied without passing on the corresponding source code.

2.3 The software (program and user manual) is legally supported. ARBURG shall be exclusively entitled to the copyright, patent rights, trademark rights and all other ancillary copyrights to the software as well as the other items which ARBURG provides or makes accessible to the user within the scope of the initiation and implementation of the cooperation. Insofar as third parties are entitled to rights, ARBURG has the corresponding exploitation rights.

2.4 Within the scope of these terms of use, ARBURG grants the user the simple right to use the software, which is unlimited in terms of territory, limited to the duration of the right of use (section 8.2) and is revocable. The right of use includes the complete or partial storage (copying) of the ALS software and the databases in the data processing units, in particular in databases, networks and the Intranet as well as on individual computer units of the user, the running of the programs as well as the processing of the databases, insofar as this is necessary for the use as agreed.

2.5 The user shall be permitted to make the back-up copies of the programs required for safe operation. The back-up copies must be stored securely and, as far as technically possible, provided with the copyright notice of the original data carrier. Copyright notices must not be deleted, altered or suppressed. Copies that are no longer required

must be deleted or destroyed. The operating manual and documents provided by ARBURG may be copied for company-internal purposes.

2.6 The user may only decompile the interface information of the software within the limits of § 69e of the German Copyright Act (UrhG) and only after having informed ARBURG of his/her intention in writing and requested that the necessary information be provided within a period of at least two weeks. The obligation to maintain secrecy from section 8 of these terms of use applies to all knowledge and information which the user obtains about the software in the course of decompiling. Prior to any involvement of third parties, the user must provide ARBURG with a written declaration from the third party in which the third party also directly commits to confidentiality.

2.7 The right to grant sublicences is excluded. Furthermore, all other acts of exploitation, in particular rental, leasing and distribution in tangible or intangible form, as well as the use of the software by or for third parties without the prior written consent of ARBURG, as well as resale, are also not permitted. § 69c no. 3 of the German Copyright Act (UrhG) shall remain unaffected by this.

3. Provision and installation

3.1 Unless otherwise agreed between the parties, the ALS software shall be provided electronically (made available for download).

3.2 The user is responsible for providing the system environment as specified by ARBURG (see section 1.4 in the list of requirements).

3.3 The ALS software shall be installed by ARBURG via remote access, unless otherwise agreed between the parties. The installation of the ALS software is a mere supplementary obligation arising from these terms of use.

3.4 If requested by one of the parties, an acceptance protocol shall be drawn up after completion of the installation of the ALS software.

3.5 After installation of the ALS software, the user is required to keep damage away from the ALS software by observing the obligations pursuant to the section in the list of requirements (section 1.4).

4. Cooperation duties

4.1 If the user makes use of individual programming services, he/she is obliged to provide ARBURG with the requirements specification necessary for the programming. Furthermore, the user is obliged to support ARBURG in the development of customer-specific solutions; the user is in particular obliged to identify company-internal requirements and to provide documents and operational know-how and, if necessary, to allow access to the customer's premises.

4.2 The user is obliged to make data back-ups regularly and on his/her own responsibility with the diligence of a prudent businessperson. The data back-ups shall be stored in such a way that the data can be restored at any time. ARBURG accepts no liability for damage resulting from inadequate data storage.

5. Fee

5.1 For the provision of the ALS software to the user, the user shall pay the fee resulting from the specifications (section 1.4).

5.2 Unless expressly agreed otherwise, all amounts stated in the specifications are net amounts, i.e. excluding the statutory VAT. Invoices are due for payment without deduction within 14 days of the invoice date.

6. Warranty

6.1 ARBURG warrants the agreed quality (in accordance with section 6.4) and that the user can use the ALS software without infringing

the rights of third parties. The warranty shall not apply to defects resulting from the use of the software in a hardware and/or software environment which does not meet the requirements specified in the list of requirements (section 1.4), in the event of breaches of obligations (section 1.4) or to alterations and modifications which the user has made to the software without being entitled to do so by law, by virtue of these terms of use or on the basis of prior written consent from ARBURG.

6.2 Insofar as the delivery item has a defect, the user may demand, at the discretion of ARBURG, either the rectification of the defect (subsequent improvement) or the delivery of a defect-free item (replacement delivery) or new production. In the case of software defects, at least three attempts at rectification must be accepted. Within the scope of the replacement delivery, the user shall accept, if applicable, a newer or older version of the software, unless this leads to unreasonable impairments. In the event of defects of title, ARBURG shall, at its own discretion, provide the user with a legally unobjectionable possibility of using the software or modify it in such a way that the rights of third parties are no longer infringed. ARBURG is entitled to remedy any defects by means of remote maintenance (remote access).If ARBURG is not ready or not able to rectify the defect, make a replacement delivery or produce a new product, or if this is delayed beyond a reasonable period for reasons for which ARBURG is responsible, or if the rectification, replacement delivery or new product fails in any other way, the user is entitled, if further attempts at rectification are unreasonable for the user, to either demand a refund of the payment in return for refraining from using the software or to reduce the payment. In the event of a negligible defect, the user may only reclaim the payment with the consent of ARBURG.

6.3 For the assessment of the defectiveness of the software, the agreed quality or the contractually stipulated use is decisive. If there is no agreement, the assessment is based on the customary use. It satisfies the criterion of practical suitability and is of the quality customary for software of this type; however, it is not free of defects.

6.4 Claims for defects are subject to a limitation period of 12 months. If the software is installed by ARBURG, the warranty period shall commence upon completion of the installation. Otherwise, the warranty period shall commence upon provision of the software to the user.

6.5 ARBURG shall only be liable for damages due to the defectiveness of the delivery item or for consequential damages caused by a defect within the limits specified in section 7.

7. Disclaimer of liability

7.1 ARBURG shall be liable according to the provisions of the product liability act as well as in cases of culpable inability or culpable impossibility of performance. Furthermore, ARBURG shall be liable for damages in accordance with the statutory provisions in cases of intent, gross negligence, the assumption of a guarantee and in the event of injury to life, limb or health for which ARBURG is responsible. If ARBURG breaches a fundamental obligation (so-called cardinal duty) with simple negligence, i.e. an obligation the fulfilment of which makes the proper implementation of the terms of use possible in the first place and on the observance of which the user may regularly rely, ARBURG's obligation to indemnify shall be limited to the typical, foreseeable damage. In all other cases of liability, claims for compensation due to the breach of an obligation arising from the contractual obligation and due to a tortious act are excluded, so that ARBURG shall not be liable for damages, lost profits or other financial losses of the user in this respect.

7.2 To the extent that ARBURG's liability is excluded or limited because of the above provisions, this shall also apply to the personal liability of ARBURG's employees, representatives and agents.

8. Term and termination

8.1 The terms of use apply without time limit.

8.2 The minimum term of the components of the ALS software marked as "subscription model" in the specifications shall be one year and shall be automatically extended by a further year in each case, unless terminated with a notice period of 3 months to the end of the term year. This shall also apply if a different minimum term has been agreed.

8.3 The right to termination for cause shall remain unaffected.

8.4 If a user has effectively terminated use of the software, he/she must refrain from using the software unless ARBURG has permitted further use after termination or the law requires otherwise.

9. Non-disclosure

9.1 Both parties mutually undertake to keep know-how and company secrets which become known to them about each other during the execution of these terms of use and all know-how which is not generally known secret from third parties and to oblige their employees accordingly.

9.2 This obligation to maintain confidentiality shall continue for a period of 2 years after termination of the terms of use.

10. Use of data and data protection

10.1 ARBURG and - if applicable - the respective local affiliated company (subsidiary) shall be entitled to store, use, process and exploit all information and data generated by the user in connection with the use of the software, which is not personal, company-related or subject to confidentiality, for any purposes beyond the purpose of the contract, in particular statistical, analytical and internal purposes.

10.2 If ARBURG is commissioned by the user to provide support services, ARBURG shall have access to the customer's data, which (in exceptional cases) may include personal data. Such personal data is processed for the purpose of fulfilling the contract for support services. Support services are only performed at the instruction of the user.

10.3 If personal data is processed within the scope of the support services, it is always processed in accordance with data protection regulations, in particular in accordance with the DSGVO (General Data Protection Regulation) and BDSG (German Federal Data Protection Act). More information on the rights of users relating to the processing of personal data can be found in ARBURG's general data protection policy, which can be viewed, saved and printed out at https://www.arburg.com/en/data-protection/.

11. Final provisions

11.1 These terms of use are available in various languages. In the event of inconsistencies between the German version and a version in another language, only the German version shall prevail.

11.2 Any amendments or supplements to these terms of use require the written form in order to become effective. This also applies to the amendment of the text form requirement.

11.3 These terms of use and all circumstances related to them shall be governed by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.4 The place of jurisdiction for all rights and obligations of the parties arising from these terms of use is 72290 Lossburg (Federal Republic of

Germany). However, ARBURG shall also be entitled to sue the user at the user's general place of jurisdiction.

11.5 If individual provisions of these terms of use are invalid, this shall not affect the validity of the remaining provisions. In such case, the parties shall agree on effective provisions that come as close as possible to the intended economic purpose of the invalid provisions. The above shall apply mutatis mutandis to the closing of any gaps in these terms of use.