

**End User Licence Agreement for Software of  
Dr. Fritz Faulhaber GmbH & Co. KG**

between

(1) **Dr. Fritz Faulhaber GmbH & Co. KG**, Faulhaberstraße 1, 71101 Schönaich, Germany

– hereinafter "FAULHABER" –

and

(2) You as the user

– hereinafter "Licensee" –

The parties (1) and (2) hereinafter referred to individually as "Party" and together as "Parties"

**PRELIMINARY REMARKS**

- (A) Faulhaber designs drive systems and produces them. In addition, FAULHABER has developed various software products. For example, the "FAULHABER Motion Manager" (hereinafter "**Motion Manager**") supports the commissioning and configuration of FAULHABER drive systems. Details – if available – can be found in the respective software manual. Unless otherwise expressly agreed, the software product is made available to the Licensee free of charge as a supplement to other hardware and software products offered by FAULHABER.
- (B) The Licensee intends to use one or more software product(s) in its business. FAULHABER is willing to grant the Licensee rights of use to the software product(s) of Dr. Fritz Faulhaber GmbH & Co. KG under the terms of this End User License Agreement (hereinafter "**Contract**"). The details of this result from § 2.

This having been explained, the Parties agree the following:

**§ 1**  
**Subject of the Contract**

- (1) The subject of this Contract is the transfer of one or more of the software products listed in subsection (2) (hereinafter "**License Subject**") and the granting of the rights of use described in § 2 by FAULHABER to the Licensee.
- (2) The provisions of this Agreement apply to the following categories of License Subjects, including related manuals, if available:
  - a) Motion Manager with associated user documentation;
  - b) Programming Libraries;
  - c) Firmware;
  - d) Sequential Programs.
- (3) The following services in particular are not the subject of this Contract:
  - a) Installation or other setup of the License Subject at the Licensee;
  - b) any individual settings of variable parameters of the License Subject according to the requirements of the Licensee (customizing);
  - c) individual program extensions for the Licensee (individual modifications);
  - d) Adaptations of interfaces to the needs of the Licensee;
  - e) Instruction and training of the Licensee's program users;
  - f) Maintenance of the License Subject, in particular delivery of new, future versions.

**§ 2**  
**Content and Scope of the Rights of Use**

- (1) FAULHABER or its licensors are exclusively entitled to all rights to the License Subject. The Licensee is only entitled to the rights to the License Subject as agreed in this Contract.
- (2) The Parties agree that the License Subject and the associated documents, including future versions, are protected by copyright and constitute confidential information and trade secrets of FAULHABER in accordance with § 6.
- (3) Unless otherwise provided in subsection (4), FAULHABER grants the Licensee the following rights of use to the License Subject:

- a) FAULHABER grants the Licensee the non-exclusive right, unlimited in time and territory, to use the License Subject for its own purposes and for the purposes of Licensee's customer in accordance with the following subsections.
- b) This right includes the installation of the License Subject as well as the loading, displaying and running of the installed License Subject as well as the saving of the License Subject in the memory of the hardware on which the License Subject is installed. In particular, the Licensee is not entitled to edit or otherwise modify the License Subject, unless this is expressly permitted in this Contract.
- c) Duplications of the License Subject shall only be permitted to the extent necessary for the contractual use. The Licensee may make backup copies of the License Subject in accordance with the rules of technology to the extent necessary and in unchanged form, and in particular also as part of its normal backup of the system environment.
- d) The Licensee shall be entitled to transfer the License Subject if (i) the Licensee transfers the License Subject together with original hardware components from FAULHABER, (ii) the transfer of the License Subject is free of charge for the third party, (iii) the Licensee ensures that the third party is not granted any further rights to the License Subject than the Licensee is entitled to under this Contract and (iv) the third party is imposed at least the obligations of this Contract with regard to the License Subject. Third parties shall also include companies which are affiliated with the Licensee within the meaning of § 15 of the German Stock Corporation Act (AktG).
- e) FAULHABER is entitled to update the License Subject without prior notice, e.g. in order to correct errors or to improve or extend functions. If the updated version replaces the previous License Subject, it shall also be subject to the provisions of this Contract.
- f) The Licensee may only use the License Subject within the scope of the intended use and only for productive operation if the License Subject is qualified for the specific application. "**Productive operation**" means the control of the respective drive system manufactured by FAULHABER by the License Subject in the ongoing operation of the application in the specific area of use of the Licensee, alone or in combination with other components of an overall system. Qualification for the specific application presupposes in particular that appropriate tests in the productive environment have been carried out successfully and that existing legal requirements and requirements for the specific application are met in full by the Licensee during use (e.g. international standards and norms). This applies in particular to use for medical and military purposes and in safety-critical areas (e.g. in the aerospace sector and for controlling nuclear facilities).

- g) The Licensee shall have no claim against FAULHABER for release of the source code or the source code documentation. Notwithstanding the foregoing, the source code of the License Subject shall be part of the grant of use, provided that this is expressly stipulated in this Contract (in particular in subsection 4 below).
  - h) Insofar as the License Subject provided to the Licensee by FAULHABER contains open source software or software for which FAULHABER only has a derived right of use (hereinafter "**Third Party Software**"), the usage regulations to which this Third Party Software is subject shall apply additionally and with priority. The Third Party Software used within a License Subject, the license condition(s) applicable to the Third Party Software as well as any existing copyright notices are each named in the associated manual or are made available to the Licensee for downloading in a separate file with the delivery of the License Subject. The Licensee is obliged to comply with the respective license conditions. In the event of a breach of these license conditions by the Licensee, the licensors as well as FAULHABER shall be entitled to assert the resulting claims and rights in their own name.
- (4) The rights of use pursuant to subsection (3) shall be supplemented or modified as follows for the License Subjects listed below:
- a) Motion Manager
    - aa) The intended use of the Motion Manager results – if available –from the respective current version of the associated manual, which is made available on the FAULHABER website.
    - bb) The Motion Manager may only be used if the Licensee ensures that no injury or damage to health and no risk of material damage to property (e.g. equipment) is possible when it is used.
    - cc) The Licensee may not use the Motion Manager in productive operation. By way of clarification, the Parties state that such use does not constitute an intended use of the Motion Manager. The same applies to the use for controlling drive systems which were not manufactured by FAULHABER, as well as the use for controlling drive systems which were manufactured by FAULHABER but which are not listed in the program description. Deviating from this, Sequential Programs contained in the Motion Manager may be adapted for and used in productive operation, provided that they have been qualified in the application in accordance with subsection (3) f).
    - dd) Decompiling and other types of reverse engineering are generally not permitted. This does not apply to the Licensee's right to observe, examine or test the functioning of the Motion Manager in order to determine the ideas

and principles underlying a program element if this is done by actions to load, display, run, transmit or store the program, which the Licensee is entitled to do in accordance with this Contract (§ 69d (3) of the German Copyright Act (UrhG)). In addition, notwithstanding sentence 1, the Licensee shall be entitled to decompile for the purpose of producing an interoperable program exclusively under the conditions of § 69e (1) and within the limits of § 69e (2) UrhG. The foregoing rights shall only exist if the Licensee has requested the information it requires from FAULHABER prior to any such action and has not received the required information within a reasonable period of time. As part of its request, the Licensee shall provide FAULHABER with all information necessary to evaluate the request.

- ee) Any further use of the Motion Manager, in particular the granting of sub-licenses, requires the prior express written consent of FAULHABER. This shall not apply in the event of a sale of the drive systems, insofar as their proper use requires the use of the Motion Manager.
- ff) The Motion Manager may only be used in connection with original hardware components from FAULHABER. Use for third-party hardware is prohibited.

b) Programming Libraries

- aa) The Licensee is granted the right to edit source code files of the Programming Libraries and to transfer these edits to third parties. However, the editing of object code files of the Programming Libraries is prohibited.
- bb) The use of the Programming Libraries is only permitted in connection with original hardware components from FAULHABER. Use for third-party hardware is prohibited.
- cc) FAULHABER shall make manuals for the Programming Libraries available to the Licensee for downloading on FAULHABER's website as required and at its own discretion. The Licensee shall have no claim to the provision of a manual. Insofar as an intended use of the Programming Libraries is specified, this shall result from the respective current version of the associated manual – if available.
- dd) The Programming Libraries may only be used if the Licensee ensures that no injury or damage to health and no risk of material damage to property (e.g. equipment) is possible when they are used.

c) Firmware

- aa) The intended use of the Firmware results from the respective current version of the associated manual, which is made available on FAULHABER's website.
  - bb) The Firmware may only be used if the Licensee ensures that no injury or damage to health and no risk of material damage to property (e.g. equipment) is possible when it is used.
  - cc) The use of the Firmware is only permitted in connection with original hardware components from FAULHABER. The right to use the Firmware for hardware of a third party shall only exist after prior written consent by FAULHABER.
  - dd) Decompiling and other types of reverse engineering are generally not permitted. This does not apply to the Licensee's right to observe, examine or test the functioning of the Firmware in order to determine the ideas and principles underlying a program element if this is done by actions to load, display, run, transmit or store the program, which the Licensee is entitled to do in accordance with this Contract (§ 69d (3) of the German Copyright Act (UrhG)). In addition, notwithstanding sentence 1, the Licensee shall be entitled to decompile for the purpose of producing an interoperable program exclusively under the conditions of § 69e (1) and within the limits of § 69e (2) UrhG. The foregoing rights shall only exist if the Licensee has requested the information it requires from FAULHABER prior to any such action and has not received the required information within a reasonable period of time. As part of its request, the Licensee shall provide FAULHABER with all information necessary to evaluate the request.
- d) Sequential Programs
- aa) Sequential Programs are programs that can be executed on specific FAULHABER controller hardware.
  - bb) The Licensee is granted the right to edit Sequential Programs and to transfer these edits to third parties, provided that they have been delivered in source code form.
  - cc) The use of Sequential Programs is only permitted in connection with original hardware components from FAULHABER. The right to use Sequential Programs for hardware of a third party shall only exist after prior written consent by FAULHABER.

**§ 3**  
**Delivery**

- (1) The License Subject shall be delivered in the form existing at the time of delivery ("as is").
- (2) The delivery of the License Subject shall be made in digital form by providing it for download on FAULHABER's website or individually by e-mail. FAULHABER is not obliged to provide the License Subject on physical data carriers.
- (3) Prior to provision, FAULHABER shall check the License Subject for any malware using a virus scanner that is up-to-date at the time of the respective provision. FAULHABER shall have no further obligations with regard to freedom from malware.

**§ 4**  
**Obligations of the Licensee**

- (1) The Licensee is obliged to ensure a sufficient technical operating and system environment and the proper operation of the License Subject. The establishment of the operating and system environment for the License Subject shall be the sole responsibility of the Licensee.
- (2) If productive operation of the License Subject is permitted under this Agreement, the Licensee shall ensure that the requirements under A.I. § 2 (3) f) are fully met prior to productive operation of the License Subject. § 377 of the German Commercial Code (HGB) remains unaffected.
- (3) The Licensee shall be solely responsible for the installation and implementation of the License Subject on Licensee's systems.
- (4) The Licensee shall take all necessary and reasonable measures to prevent or limit damage caused by the License Subject. In particular, the Licensee shall use the current protective mechanisms to defend against malware.
- (5) The Licensee is aware that, under certain circumstances, separate drivers from the adapter manufacturers may be required for any required communication interfaces (in particular for the Motion Manager and Programming Libraries), which are not provided by FAULHABER. Communication interfaces are interfaces for data exchange between PC and controller, e.g. via CAN, RS232, USB or EtherCAT. The Licensee is obliged to independently procure, license and install any drivers required to use these communication interfaces.
- (6) The Licensee is prohibited from removing or modifying any copyright information from the License Subject.

## § 5

### Liability of FAULHABER

- (1) Insofar as the License Subject is provided free of charge, the following liability regulations shall apply:
  - a) FAULHABER shall only be liable for material and legal defects if FAULHABER fraudulently conceals such a defect.
  - b) FAULHABER shall be liable in accordance with the statutory provisions in the event of intent, gross negligence and claims under the Product Liability Act, fraudulent concealment of a defect, guarantee claims and in the event of injury to life, limb or health. Otherwise, FAULHABER's liability for claims for damages and reimbursement of expenses - irrespective of the reason - shall be excluded.
  - c) Insofar as a loss or destruction of data at the Licensee was caused by grossly negligent or intentional breach of contractual or statutory obligations, FAULHABER shall only be liable up to the amount of the typical recovery expense that arises despite regular, state-of-the-art data backup.
- (2) In the event that Firmware is provided for installation on hardware components of FAULHABER, the liability regulations applicable to the respective hardware component shall apply in deviation from subsection (1).

## § 6

### Confidentiality

- (1) The Parties undertake to treat as confidential for an unlimited period of time all information of the other Party obtained in the course of the initiation and execution of the Contract which is marked as confidential or is confidential by its nature ("**Confidential Information**") for an unlimited period of time and to use it only for the purpose of executing this Contract. FAULHABER's Confidential Information shall also include the License Subject. Notwithstanding the foregoing, unless otherwise agreed, License Subjects made publicly available for download by FAULHABER on FAULHABER's website shall not be deemed Confidential Information.
- (2) The Licensee shall only make the License Subject accessible to employees and other third parties insofar as this is necessary to exercise the granted rights of use. The Licensee shall inform all persons to whom it grants access to the License Subject of FAULHABER's existing rights thereto and of the confidentiality obligations and shall oblige these persons in writing to maintain confidentiality to the same extent as in this



§ 6, insofar as the persons concerned are not obliged to maintain secrecy at least to the aforementioned extent for other legal reasons.

- (3) The obligations of confidentiality under the preceding subsections shall not apply to Confidential Information that (i) was already in the public domain or known to the other Party at the time it was transmitted by the Party; (ii) became apparent after being transmitted by the Party through no fault of the other Party; (iii) have been made available to the other Party by a third party after their transmission by the Party in a non-illegal manner and without restriction as to confidentiality or exploitation; and/or (iv) have been developed by one Party independently without using the Confidential Information or trade secrets of the other Party. Furthermore, the obligations shall not apply if the Confidential Information has to be published according to law, in particular due to an administrative order or a court decision; in this respect, the publishing Party shall inform the other Party thereof without undue delay and support it in defending such orders or decisions.

## § 7

### Final Provisions

- (1) Changes or additions to this Contract shall be made in writing. If they do not satisfy this requirement, they are invalid. The same also applies to changes to this written form clause.
- (2) This Contract is subject to and shall be interpreted according to the laws of the Federal Republic of Germany. The application of the UN sales law (CISG United Nations Convention on Contracts for International Sale of Goods of April 11, 1980) is excluded.
- (3) The sole place of jurisdiction is Stuttgart, if the Licensee is a businessperson in the meaning of the Commercial Code, a legal person under public law or a special fund under public law or on bringing the action the Licensee does not have any registered offices or usual place of residence (permanent address) in the Federal Republic of Germany.
- (4) Should a provision of this Contract be or become invalid, all other provisions shall remain unaffected. Statutory law shall take the place of provisions that are not included or are invalid (§ 306 (2) of the German Civil Code (BGB)). Otherwise, the Parties shall replace the void or invalid provision with a valid provision that comes as close as possible to it in economic terms, unless a supplementary interpretation of the contract takes precedence or is possible.