

# SOFTWARE LICENSE TERMS

of Physik Instrumente (PI) SE & Co. KG

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## 1. Preamble

Physik Instrumente (PI) SE & Co. KG (hereinafter referred to as “PI”) is a manufacturer and provider of micro- and nanopositioning technology and motion control systems, devices and apparatuses including their respective firmware (hereinafter jointly referred to as “the **PI Hardware**”), which can either be used independently or as an integral part of other third-party hardware systems. For the purpose of operating the PI Hardware, PI provides its customers, which either purchase the PI Hardware directly or indirectly from PI for their own use or which integrate the PI Hardware into third-party hardware systems for distribution to their clients (hereinafter jointly referred to as “the **Customer**”) with software products or tools (hereinafter jointly referred to as “the **Software**”).

These PI Software License Terms shall apply to any Software provided by PI directly or indirectly to the Customer, unless expressly agreed, and may be supplemented by specific terms and conditions for individual software components.

## 2. Right to use

PI grants the Customer a non-exclusive, simple right to use the Software as follows:

- 2.1 The Customer is not permitted to copy or modify the Software, in particular to edit it, or to lease the Software to third parties, sublicense it in any other way, reproduce it publicly or make it accessible; this also includes making it available for use as part of a concept such as hosting, software as a service or in a software-on-demand environment. Third parties also include branch offices, companies affiliated with the Customer, shareholders or spatially or organizationally separate facilities of the same entity.
- 2.2 The Customer shall not be entitled to modify, extend, reverse engineer, decompile, reverse assemble or disassemble Software delivered in machine-readable form (object code). The Customer's rights under the mandatory provisions of Sections 69d, 69e UrhG (German Copyright Law) - in particular the right to make a single backup copy - shall remain unaffected.
- 2.3 The Software may only be used in accordance with the documentation and the contractually agreed type and number of licenses. In particular, the Customer is prohibited from integrating the Software into its own or third-party software and from passing it on to third parties (in particular its own customers) in this integrated state.
- 2.4 In the event that the use of the Software depends on a prior activation and is therefore limited to a certain license key (to be individually purchased by the Customer from PI), the use of the affected Software shall be restricted to the respective device for which the Software has been activated by the

Customer. The Software shall in any case be used by the Customer exclusively for and in relation with the operation of PI Hardware.

- 2.5 The Customer shall be entitled to generate application-specific, loadable and executable software products with the Software and to transfer such software products to third parties only for use for and in relation with the operation of PI Hardware. Such third party shall not be granted any rights of use beyond the rights of use granted to Customer under these Software License Terms. The Customer shall contractually ensure that such third party shall be bound by these Software License Terms with regard to the software products.
- 2.6 The Customer shall only be permitted to transfer its rights to the Software to third parties in full and only if the Customer fully and finally gives up its own use. The transfer shall result in the termination of all of Customer's rights to use the Software. Customer shall notify PI in writing of the name and address of the third party and submit confirmation from the third party that it also recognizes these terms of use as effective against it.
- 2.7 Copyright notices, serial numbers and other features of PI or third parties serving to identify the Software may not be defaced, altered or removed by Customer.
- 2.8 If the Customer culpably exceeds the agreed scope of use, PI may prohibit the Customer from using the Software without prejudice to any other rights; Customer's right to use the Software shall thereby expire.
- 2.9 PI may provide the Customer with Software which includes or may be used together with third-party software (including freeware and open source software components). PI informs the Customer about the third-party software used and provides the Customer with the corresponding license terms within the Third Party Software Note to the extent requested by the respective licensor. With regard to third-party software listed in the Third Party Software Note, the respective license terms, which the third-party software is subject to, shall apply. In case of a breach of the third-party license terms, the respective licensor may also be entitled to make subsequent claims and rights in its own name.
- 2.10 Unless otherwise specified or agreed, the Software is licensed by PI for an unlimited period of time and perpetually. Certain Software is licensed by PI for a limited period of time, in which case Customer may not transfer the Software to a third party and may not use it after the end of the relevant period. In the event that the Software is provided to Customer for a limited period of time for testing, trial or similar purposes (e.g. as not for resale or test license), Customer may not use the Software in a production or live environment under any circumstances.
- 2.11 The Customer is fully responsible for compliance with this Software License Terms by its employees. If there is any suspicion of unauthorized use by employees or third parties, the Customer shall inform PI immediately and cooperate to the best of its ability in clarifying the matter. If the Customer culpably exceeds the agreed scope of use, PI may prohibit the Customer from using the Software without prejudice to any other rights; Customer's right to use the Software shall thereby expire.

### **3. Prohibited use of Software**

The use of the Software in hazardous areas that require error-free continuous operation of corresponding systems is prohibited. This includes, in particular, high-risk and high-availability activities, such as the operation of nuclear power facilities, weapons systems, aviation navigation or communication systems, traffic systems and equipment and machines in the hospital and healthcare sector or other applications that are relevant to the life and health of persons; in particular, the Software may not be used in medical products.

### **4. IT-security, data backup**

It is the Customer's responsibility to secure its systems and data by taking protective measures in accordance with the state of the art, in particular by making appropriate and regular backups of software, program versions and data.

### **5. General terms and conditions of PI**

In the event that the use of the Software is based on a contract between PI and the Customer, the General Terms and Conditions of Sale of PI, including, but not limited to, Sections VIII (Liability) and XIII (2) (Place of Jurisdiction), shall apply in addition.

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