General License Conditions
of montratec GmbH

1. Scope of Application

1.1 These General License Conditions apply to all agreements concluded between montratec GmbH, Zeissstraße 1, 78083 Dauchingen, Tel. No.: +49 7720 3059 0, E-mail address: automation@montratec.com, registered in the Commercial Register at the Local Court of Freiburg i. Br. under HRB 716784, represented by Mr. Appal Chintapalli, (hereinafter "**montratec**" and/or "**Licensor**") and customers (hereinafter "**Licensee**") for the licensing of the "CMCO Conveyance Solutions Configurator" software (hereinafter montratec and Licensee also jointly referred to as "**Parties**") in the version valid at the time of the order.

1.2 The software license offer from montratec is directed exclusively at entrepreneurs according to § 14 Abs. 1 German Civil Code (BGB).

1.3 Deviating general terms and conditions of the Licensee are not recognized unless montratec expressly agrees to their validity in writing.

2. Subject of the Agreement

2.1 The subject of these General License Conditions is the temporary, fee-based provision of the "CMCO Conveyance Solutions Configurator" software (hereinafter "**Software**"), which is conclusively described in **Appendix 1**, including the granting of the rights necessary for its contractual use in accordance with Section 4.

2.2 montratec shall provide the Licensee with the contractual Software together with the associated documentation in electronic format. The source code of the Software will not be made available to the Licensee.

2.3 The required quality of the Software is conclusively determined by the description of the Software attached to the Offer.

2.4 The subject of these General License Conditions is also the provision of first-level technical support by montratec to the Licensee in accordance with Section 7.

3. Conclusion of the Agreement

3.1 Upon request, montratec will send the Licensee an initial commercial, non-binding offer (hereinafter "**Offer**") regarding the licensing of the Software. This offer is non-binding and not an offer in the legal sense.

3.2 If the Licensee indicates its intention to purchase the software license under the conditions stated in the Offer, the Licensee thereby submits a binding offer to montratec to conclude a license agreement subject to these General License Conditions and the third-party provisions mentioned in Section 4.2.

3.3 The license agreement between montratec and the Licensee is only concluded upon the submission of a declaration of acceptance in the form of an order confirmation (at least in text form) by montratec.

4. Licensee's Right of Use; Restrictions on the Right of Use

4.1 montratec grants the Licensee, limited to the contract term specified in the Offer, a non-exclusive, non-transferable, non-sublicensable right to use the Software for internal use by the Licensee in accordance with the provisions of the Offer, these General License Conditions, and the third-party provisions mentioned in Section 4.2.

4.2 The Licensee acknowledges,

    4.2.1 the End User License Agreement (EULA) for the Visual Components product family from Visual Components Oy, attached as **Appendix 2** (the current version of which is available at: https://terms.visualcomponents.com/sma/SMA_v201801.pdf), and

    4.2.2 the notices on third-party component copyrights and license terms of Visual Components Oy, attached as **Appendix 3** (the current version of which is available at: https://terms.visualcomponents.com/3rd_party_copyrights/3rd_party_copyrights_v20210319.pdf)

accepts them, and undertakes to comply with them. The aforementioned documents apply in their respective current versions, which are available at the provided URLs.

4.3 The Licensee is prohibited from:

    4.3.1 marketing or distributing the Software or parts thereof;

    4.3.2 removing or having removed any copyright, trademark, patent, or other proprietary notices or legends from copies of the licensed Software (including the notices pursuant to Section 4.2.2) or the documentation or parts thereof;

4.3.3 modifying, altering, adapting, translating, reverse engineering, decompiling, disassembling, or attempting to discover the source code, underlying ideas, algorithms, file formats, or programming interfaces of the Software, the documentation, or parts thereof in any way, unless the foregoing prohibition is prohibited by law;

4.3.4 decompiling, reverse engineering, disassembling, or otherwise attempting to discover the source code of the executable code of the Software;

4.3.5 copying, correcting errors in, or otherwise modifying or adapting the Software, or creating derivative works based on the Software.

4.4 Except for the rights expressly granted to the Licensee, the Licensee has no other express or implied rights, claims, ownership interests, or license rights in the Software.

4.5 The right of use granted under these General License Conditions is generally valid worldwide, with the following countries or segments being expressly excluded:

4.5.1 Countries in which a corresponding granting of rights of use is prohibited by applicable laws, regulations, orders, or other restrictions, including but not limited to those countries affecting the import and export of computer software, technical data, or derivatives of such software or technical data,

4.5.2 Educational accounts (i.e., a public or private educational program, an organization that awards academic degrees or credits and offers instruction or technical training for a high school diploma or equivalent degree such as a General Educational Development (GED), a college or university degree. Municipal, state, or provincial authorities making purchases on behalf of an educational or technology account are considered educational accounts) in Canada, the USA, and Mexico, as well as the countries of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, and all other countries subject to U.S. economic sanctions or other trade controls.

montratec reserves the right to adjust and/or expand the list of excluded countries at any time in accordance with a corresponding license restriction by montratec's licensor.

5. Obligations of the Licensee

5.1 The Licensee is obligated to secure the Software against access by unauthorized third parties through appropriate measures.

5.2 The Licensee acknowledges the system requirements of the Software listed in **Appendix 4** and undertakes to maintain correspondingly sufficient system capacities.

5.3   The Licensee agrees that montratec may disclose the company name, company address, and the e-mail address of the Licensee's contact person for the Software to the distribution partner of its licensor. The Licensee further agrees that montratec may transmit information about the Licensee in its annual end-user report to montratec's licensor.

5.4   Upon expiration of the contract term, the Licensee is obligated to cease using the Software, to uninstall the Software where applicable, and to immediately and completely delete any backup copies and any reproductions. Upon request by montratec, the Licensee must confirm the fulfillment of the above obligations in text form.

6.   Remuneration, Due Date

6.1   The Licensee is obligated to pay montratec the remuneration specified in the Offer plus VAT.

6.2   Unless otherwise stipulated in the Offer, payment shall be made annually in advance with a payment term of 30 days net from receipt of the invoice from montratec.

6.3   Unless otherwise stipulated in the Offer, all payments shall be made in EUR by bank transfer to an account to be designated by montratec.

7.   Support

In the event of technical malfunctions that occur during the use of the Software, montratec provides customer service to the Licensee for answering and processing inquiries. montratec's customer service is available Monday to Friday from 8:00 a.m. - 16:00 Uhr CET except for national holidays and public holidays in the federal state of Baden-Württemberg, as follows:

- E-mail: produktmanagement@montratec.com
- Tel.: +49 7720 3059 0

8.   Foreign Trade Law

8.1   The Licensee warrants that the Software will not be used by it or any other third party in connection with any of the following technologies: military technology, weapons, missiles capable of carrying weapons, and/or nuclear technology.

8.2   The Licensee undertakes to comply with all applicable export control laws and regulations, including those of the USA, the EU, and other relevant countries. The Licensee will not export, re-export, or transfer the contractual software without the necessary licenses or permits. In case of questions or requirements regarding export control, the Licensee will immediately notify montratec.

8.3 The Licensee warrants that the fulfillment of the license agreement by montratec does not violate any foreign trade restrictions. In case of concerns, the Licensee must inform montratec immediately.

8.4 In the event that the fulfillment of the license agreement would violate foreign trade regulations or restrictions, montratec is entitled to a right of refusal to perform as well as a special right of termination.

9. Claims for Defects, Warranty

9.1 montratec warrants the contractually agreed quality of the Software and its maintenance during the contract term, as well as that no third-party rights prevent the contractual use of the Software. montratec will rectify any material defects and defects of title in the rented item within a reasonable time. Insignificant deviations do not constitute a defect. The Licensee is obligated to inform montratec immediately in text form (e.g. by e-mail) of any defects that have occurred. A functional impairment of the Software resulting from hardware defects, environmental conditions, incorrect operation, or similar is not a defect.

9.2 As far as "Updates" or "Upgrades" are concerned, the liability for defects is limited to the new features of the "Updates" and "Upgrades" compared to the previous state of the contractual software.

9.3 The Licensee is obligated to inspect the Software for obvious defects immediately upon receipt.

9.4 Claims under § 536a BGB in particular concerning strict liability guarantee and the right to self-remedy, are excluded. The warranty for only insignificant reductions in the usability of the service is excluded.

9.5 Subsequent performance shall be effected at montratec's discretion by remedying the defect by:

   a) installing a patch or a new software version;

   b) providing instructions to the Licensee on how to circumvent the defect;

9.6 montratec warrants that the Software does not infringe any third-party rights. montratec shall indemnify the Licensee against all third-party claims for infringements of property rights for which it is responsible in connection with the contractual use of the Software and shall reimburse the costs of reasonable legal action. The Licensee shall inform montratec immediately of any claims asserted by third parties against it due to the contractual

use of the Software, grant montratec all necessary powers of attorney, and authorize it to defend the claims.

9.7 If it turns out that a defect reported by the Licensee does not actually exist or is not attributable to the Software, montratec is entitled to charge the Licensee for the expenses incurred.

9.8 The Licensee's claims for defects shall expire if the Licensee itself or third parties modify or extend the Software. This does not apply if the Licensee proves that these modifications/extensions are not the cause of the defect.

9.9 montratec is entitled to refuse subsequent performance if the Licensee is in default with the payment of the agreed remuneration.

10. Liability

10.1 montratec shall be liable without limitation

    a)   in cases of intent or gross negligence,

    b)   for injury to life, limb, or health,

    c)   in accordance with the provisions of the Product Liability Act, and

    d)   to the extent of any guarantee assumed by montratec.

10.2 In the case of a slightly negligent breach of a duty that is essential for achieving the purpose of the contract and on whose compliance the Licensee may therefore rely (cardinal duty), montratec's liability shall be limited in amount to the damage that is foreseeable and typical for the type of business in question.

10.3 Any further liability of montratec is excluded.

10.4 The foregoing limitation of liability shall also apply to the personal liability of the employees, representatives, and agents of montratec.

11. Entry into Force, Term, Termination

11.1 The license agreement shall commence on the date specified in the order confirmation and shall initially be valid for the duration specified in the order confirmation.

11.2 Unless otherwise regulated in the Offer, the license agreement shall be extended by a further 12 months in each case if it is not terminated in writing by either party with a notice period of 3 months to the respective end of the term.

11.3 Furthermore, the contract may be terminated in writing by either party without notice for good cause. A good cause entitling montratec to extraordinary termination exists in particular if montratec is no longer able to grant the contractual rights of use to the Licensee due to changes in the contractual relationship with montratec's licensor for which montratec is not responsible.

11.4 Termination must be in writing.

12. Confidentiality

12.1 The Licensee is obligated to keep strictly secret all confidential matters and trade secrets of montratec which have come to the Licensee's knowledge during the term of the license agreement (in particular, but not limited to: processes, documents, data, know-how, licenses, prices, costs, customer and supplier lists; source codes), which are designated as confidential or whose confidentiality arises from the content, to protect them by appropriate technical and organizational measures and not to use such information directly or indirectly for its own and/or third-party purposes.

12.2 The above confidentiality obligation does not apply to

   a)   information that was already known to the Licensee,

   b)   information that is generally known,

   c)   information that was disclosed to the Licensee by a third party without that third party thereby breaching a confidentiality obligation.

12.3 The confidentiality obligation shall continue to apply for a further three (3) years after the termination of the license agreement relationship.

12.4 The Licensee is obligated to hand over the documents received by the Licensee in connection with the execution of this license agreement at any time upon request by montratec, or to prove the destruction of these documents.

13. Intellectual Property

13.1 Unless expressly agreed otherwise in writing, this license agreement does not grant the Licensee any direct, indirect, or implied rights or licenses to use or otherwise exploit any intellectual property rights (in particular, but not limited to: copyrights, trademarks) of montratec or third-party licensors.

14. Data Protection

14.1 When providing the contractually owed services, montratec will observe all relevant laws and regulations for the protection of personal data.

14.2 The Parties shall conclude a data processing agreement if required.

15. Final Provisions

15.1 Should individual provisions of these General License Conditions prove to be wholly or partially invalid or contain a loophole, the remaining provisions of the contract and the validity of the contract as a whole shall remain unaffected. It is the express will of the Parties to maintain the validity of the remaining provisions under all circumstances and thus to waive § 139 BGB in its entirety. The invalid provision shall be replaced by a legally permissible provision that comes closest to the meaning and purpose of the invalid provision.

15.2 Amendments, supplements, and additions to the license agreement are only valid if they are agreed upon in writing between the Parties. This also applies to the amendment of this provision.

15.3 The exclusive place of jurisdiction for all disputes in connection with this contract is the registered office of montratec. montratec remains entitled to sue at the general place of jurisdiction of the Licensee.

15.4 The Parties agree that all legal relationships arising from this contractual relationship shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

15.5 Appendices referred to in this contract are an integral part of the contract. In the event of contradictions, the following order of precedence shall apply:

15.5.1 Appendix 2 - End User License Agreement (EULA) for the Visual Components Product Family of Visual Components Oy

15.5.2 Appendix 3 - Notices on Third-Party Component Copyrights and License Terms of Visual Components Oy

15.5.3 Offer

15.5.4 General License Conditions

Appendices:

Appendix 1: Description of the Software

Feature List OEM-Products montratec GmbH

	Conveyance-Basic	Conveyance-Standard
Multilingual Support German, English, French, Spanish, Chinese, Japanese, and Korean as selectable interface languages.	✔	✔
Layout Configuration Configure layouts using a simple, component-based system. Predefined parameter sets allow flexible configuration of existing components.	✔	✔
Project Documentation Export presentation-ready content with one click: 4K videos, 3D PDFs, 2D drawings, and images.	✔	✔
CAD Import/Export Direct import of CAD models into the 3D world. Supports common formats of leading CAD systems and point clouds. Reduce file size and accelerate simulations with geometry simplification tools. Export 3D layouts to neutral CAD formats (e.g., STEP, JT, VRML, DWG).	✔	✔
Mobile 3D Viewer for Android and iOS Export the simulation as an animation file that can be viewed in the free mobile 3D viewer.	✔	✔
Virtual Reality Viewer Visual Components Experience: Export the simulation as an animation file that can be viewed in the free VR viewer.	✔	✔
.NET API Open programming interface for extending the software and connecting to other applications.		✔
Statistics and Analysis Tools Visualize simulation statistics using custom charts, graphics, and dashboards. Export data in supported formats.	✔	✔
Physics Simulation Simulation of physical processes using rigid-body dynamics for realistic motion including friction, centrifugal forces, and damping.		✔
Basic Robot Functions Predefined robot components allow interactive movement within the workspace. Create logic and robot positions via teach-in. Includes reachability analysis and collision checking.		✔
Point Cloud Import point-cloud models of your systems directly into the 3D environment and configure layouts within them.	✔	✔

Appendix 2: End User License Agreement (EULA) for the Visual Components Product Family of Visual Components Oy

https://www.visualcomponents.com/wordpress/wp-content/uploads/2024/06/VC_eula.pdf

Appendix 3: **Notices on Third-Party Component Copyrights and License Terms of Visual Components Oy**

https://terms.visualcomponents.com/3rd_party_copyrights/3rd_party_copyrights_v20210319.pdf

Appendix 4: System Requirements

Minimum specification:

CPU: equivalent to Intel i5-8xxx processor

                         (Intel x64-bit processors are supported. ARM and 32-bit systems are

                         not supported)

RAM: 8 GB

HDD: 10 GB of available space

Graphics card: Intel HD Graphics 4400 (integrated)

Graphics display

resolution: at least 1280 x 1024

Mouse: three buttons (left, middle, right)

64-bit operating

system: Windows 10 or Windows 11

                         (Note: Versions 4.7 or older do not support Windows 11)

Recommended specification:

CPU: equivalent to Intel i7-12xxx processor

                         (CPUs with strong single-core performance preferred. Intel x64-bit pro-

                         cessors are supported. ARM and 32-bit systems are not supported)

RAM: 16 GB

HDD: 15 GB of available space

Graphics card: Nvidia GPU with at least 4GB dedicated memory (dedicated GPU rec-

                         ommended)

Graphics display

resolution: 1920 x 1080 (Full HD) or higher

Mouse: three buttons (left, middle, right)

64-bit operating

system: Windows 10 or Windows 11

                         (Note: Versions 4.7 or older do not support Windows 11)

Important: Internet access is recommended for product activation and component catalog
download. Additionally, ensure that port 443 is open to allow for these processes to be

completed successfully. Running Visual Components 4.10 in a virtual machine or accessing it using remote desktop are not supported.

Requirements Visual Components Network License Server

Operating system:	Windows 10 Pro 64-bit, Windows 11 Pro 64-bit, Windows Server 2012 64-bit, Windows Server 2012 R2 64-bit, Windows Server 2016, Windows Server 2019, Windows Server 2022
Network access:	Firewall needs to be configured to allow UDP traffic on the chosen port (default is 5093).
Internet Access:	Access to Internet (HTTPS) is required on the server for automatic license activation.

Additionally: Every client needs to be able to access this local network server through the defined access point to use the Visual Components and AREAPLAN products with the network license. Distributing network licenses over the Internet is explicitly not supported by the network license server (other than over VPN) as stated in EULA for Visual Components products.