

BY CLICKING ON THE "ACCEPT BUTTON" AND INSTALLING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE FOLLOWING AGREEMENT. IF YOU DO NOT AGREE TO THESE CONDITIONS, CLICK ON THE "DO NOT ACCEPT" BUTTON (YOU WILL NOT BE ABLE TO INSTALL THIS SOFTWARE ON YOUR COMPUTER IN THIS CASE).

This agreement is between B&R and the respective end user (referred to as "you" or "User" in the following) and governs the conditions for using the software referred to therein.

1. Subject Matter of Agreement

a) This agreement concerns the program "System software APROL" included in this software package as well as associated tools, program documentation (system documentation) and any other associated written material, hereafter referred to as "Software" or "APROL". The source code is not part of the object of the agreement. Additional services, in particular the installation of software, training courses, etc. are not the object of the agreement and must be ordered separately.

b) B&R hereby states expressly that today's level of technology does not make it possible to create software that works faultlessly in all applications and combinations. The subject matter of this agreement is, therefore, only software that functions basically according to the program description or the usage manual.

2. Copyrights, Industrial Property Rights

a) The software that is the object of the agreement is copyright protected by B&R or 3rd-party companies and/or protected in line with trademark law. You acknowledge the associated restrictions in using the software and accept the obligation not to infringe upon these property rights.

The software that is the object of the agreement contains 3rd-party software which is only allowed to be used in connection with APROL and in any case not as a standalone solution. The EULAs of the corresponding manufacturers of 3rd-party software which is contained in APROL must be strictly observed.

3. License Rights, Scope and Use

a) The user acquired the non-exclusive right to use the software in accordance with the conditions of this agreement and in accordance with the type of license purchased by the User.

b) The commercial use of APROL is only permitted after paid purchase of a single license (see item 3, h). A commercial usage takes place when the automation system which is configured with APROL is sold or made available to a 3rd-party, checked or modified, with or without the intention of

making a profit.

Without having purchased a single license (see item 3, h), APROL is only allowed to be used for evaluation purposes (see item (i) Evaluation license (demo mode)).

c) As licensee, you are only allowed to make copies of the software for backup purpose. The single license grants you the right to receive product updates and telephone support for product functions during the entire product lifecycle.

d) Within the framework of the single license, you are permitted to use this software to create applications to the extent made possible by the software (software libraries, programming aids, etc.). Applications created in this manner are allowed to be given to third-parties as long as this does not conflict with item 3, b and there are no constraints according to item 8.

e) Further distribution and selling of single licenses (in terms of a resell license) according to this EULA is only permitted for machine manufacturers, systems manufacturers or systems integrators.

f) By purchasing this product, you agree, where applicable, that the property you receive is limited to the physical data storage device(s) on which the software resides as well as the associated documentation. Concerning the software itself, you receive only the right of usage according to the terms of this agreement. The right of ownership, copyright and all other rights associated with the software belong solely to B&R or the author. In particular, B&R or the author reserves all publishing, retransmission, editing, utilization, and any other rights that belong to copyright law.

g) You are liable to the maximum extent for any damages incurred against B&R or the author that arise upon violation of any of the provisions in this contract, especially those that violate the copyright protection of B&R or the author.

h) The single license is available in the following variants (license types):

(1) Single License:

The single license is intended for machine and system operation, and allows the use of APROL by one user at a certain point in time, on one APROL control computer or one APROL controller.

(2) Site license (site-only key):

The site license allows the use of APROL for testing, evaluation and project configuration purposes in one company location. The license is only available to system manufacturers which are registered at B&R as being so.

(3) License for education institutions (education key):
The license allows the use of APROL for education purposes in one educational institution. The license is only available to education institutions which are registered at B&R as being so.

(4) System partner license (partner key):
The site license allows the use of APROL for testing, evaluation and project configuration purposes at the company location. The license is only available to system partners who are registered at B&R as being so.

Note 1: Technology Guard as container

The single license (license type item 1,2,3,4) allows the use of APROL by exactly one user at a certain point in time. The license is provided on a Technology Guard (dongle). Users can share the right of use for APROL on different workplaces in the company by inserting the Technology Guard (dongle).

Note 2: Cumulative volume licenses

Cumulative volume licenses exist for a certain amount of I/O channels and gateway variables (e.g. 50 I/O channels), which means that a certain amount of volume licenses are required in order to reach a valid licensing.

Note 3: Expiry of the single license

The single license does not expire, but is bound to a certain major release (e.g. R 4.2)

Note 4: New (NEW) licenses versus Upgrade (UPG) licenses

An upgrade allows the usage of a newer, major release (e.g. R 4.2) of the APROL software on condition that at least one license has already been purchased for a previous version (e.g. R 4.0).

(i) Evaluation license (demo mode): APROL can be downloaded free of charge from the B&R website www.br-automation.com. After the installation, APROL is completely functional for a defined period of time. Commercial use of the software is not permitted (see item 3, a). The license expires automatically after a certain period of time and cannot be extended.

4. Modifications and Updates

a) B&R and the author of the software are authorized to modify and update the software at their sole discretion.

b) B&R and the author of the software are not obligated to share with you any software modifications or updates.

- c) This provision applies to any modification or update to the software.
- d) The user is not permitted to modify the software in any way.

5. Guarantee

- a) Warranty claims are only valid within the legal warranty claims period and only if you notify B&R immediately by way of a written notice of a defect immediately after the defect occurs and in accordance with the following provisions.
- b) B&R in turn warrants that the data storage device(s) containing the software is (are) free of material errors for normal operation and service upon delivery.
- c) B&R guarantees that the software functions as described in the product documentation.
- d) No warranty is made for agreements expressly made outside of this agreement. In particular, B&R does not guarantee that the software will sufficiently meet your demands and purposes or work with other programs you have chosen to use. You, as user, are fully responsible for the correct selection and for the consequences of the usage of the software, as well as for any results intended or obtained from its use.
- e) No warranty claim exists if the defect results from unauthorized software modification or update by the user or in connection with derived applications (item 3.d) or if the software is misused in any way or not used according to the purposes listed in the product documentation.

6. Indemnification

- a) All compensation for damages and the right of recourse of any type are not excluded in this agreement as long as:
 - (1) they result from personal injury;
 - (2) the circumstances that cause these damages or recourse action arise as a result of deliberate intention or gross negligence on the part of B&R;
 - (3) they result from ordinary negligence or the violation of a principal obligation by B&R or

(4) a particular liability exclusion is not permitted in accordance with applicable laws.

b) WITHIN THE SCOPE OF PRODUCT LIABILITY LAW, CLAIMS FOR DAMAGE COMPENSATION FOR DAMAGES INCURRED BY A COMPANY TO OBJECTS ARE EXCLUDED IN COMPLIANCE WITH THE ABOVE PROVISIONS. THIS EXCLUSION FROM LIABILITY IS TO BE TRANSFERRED IF THE PRODUCT IS PASSED ON UNDER A RESELL LICENSE. IF THIS TRANSFER IS NEGLECTED, YOU ASSUME SOLE RESPONSIBILITY FOR ANY HARM OR LOSSES THAT MAY BE INCURRED AS A RESULT.

c) IN ACCORDANCE WITH THE PROVISIONS ABOVE, B&R IS NOT LIABLE FOR DAMAGES FROM UNREALIZED PROFITS OR LOSSES TO COMPANY OR TRANSACTION VALUE.

d) In accordance with the provisions above, B&R is not liable for indirect damages or consequential damage, in particular for interrupted work, data loss or the failure or malfunction of computers.

7. Payment and Usage Period

a) Payment for the purchase of a single license and the associated usage of the software is governed in the B&R price list. The single license does not expire, but is bound to a certain major release (e.g. R 4.2).

b) With the purchase of a single license, the customer is authorized to use APROL in accordance with the agreement.

8. Export Restriction

You acknowledge that APROL and the associated technical data and services (referred to as "technology subject to export controls") are subject to import, export and re-export laws. You are responsible for the observance and application of these provisions. In addition to the domestic laws of your country, the regulations of the European Union and legal provisions of the United States of America are also applicable. This refers in particular, but is not limited to, applicable EC regulations for so-called dual-use products (esp. Regulation 428/2009, Regulation 2015/2420 as well as the respective amendments and any other regulation that supplements or supersedes these) and the Export Administration Regulations (EAR, US provisions for managing exports). You hereby agree to observe all relevant laws and not export, in violation of EU regulations and US law, any technology subject to export controls to any countries, organizations or persons for which an export license or other regulatory approval is required.

THE USE OR PROVISION OF B&R PRODUCTS IN CONNECTION WITH ACTIVITIES INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION, DEVELOPMENT, MANUFACTURE, TRAINING OR TESTING OF CHEMICAL,

BIOLOGICAL OR NUCLEAR WEAPONS OR MISSILES, DRONES OR LAUNCH VEHICLES THAT CAN BE USED TO CARRY WEAPONS OF MASS DESTRUCTION IS PROHIBITED IN ACCORDANCE WITH APPLICABLE LAWS.

9. Addendum for Beta Version Software

a) Definition: Beta version software refers to a provisional version of a software program from B&R whose development is not yet completed. The beta version of software includes (i) all associated updates and upgrades made available to you by B&R, (ii) all associated documentation and (iii) all accompanying services made available by B&R via the website or other communication channels.

b) Disclaimer and Restricted Warranty:

(1) The only purpose of this beta version software is to receive feedback to its performance and to identify defects (subsequently referred to as "testing"). You expressly acknowledge that the beta version of the software is a test product that may include bugs, errors and other problems that can result in malfunctions or other disturbances, including but not limited to system crashes, interruptions and data loss. You are advised to exercise caution and in no way to trust the performance or functionality of the beta version of the software. No warranty is made for the beta version of the software.

(2) THE BETA VERSION OF THE SOFTWARE AND ASSOCIATED DOCUMENTATION ARE PROVIDED TO YOU AS-IS. TO THE EXTENT PERMITTED BY LAW, B&R DOES NOT PROVIDE IMPLICIT OR EXPRESS ASSURANCE OR WARRANTY WITH REGARD TO THE BETA VERSION OF THE SOFTWARE OR ITS DOCUMENTATION. THIS APPLIES IN PARTICULAR BUT IS NOT LIMITED TO THE TACIT WARRANTY OF THE MARKETABILITY AND SUITABILITY FOR A CERTAIN USE. IN ADDITION, B&R EXPRESSLY EXCLUDES ANY WARRANTY IN CONNECTION TO THE NON-VIOLATION OF THE RIGHTS OF THIRD PARTIES, THE MARKETABILITY, THE SATISFACTORY QUALITY OR THE ABILITY TO INTEGRATE THE SOFTWARE WITH OTHER PRODUCTS.

10. Non-disclosure

This software is considered confidential information. The user will keep the software or information about the software confidential from third parties and not make it available to third parties without prior written approval from B&R. The user is obligated to handle the software with the same care and confidentiality as his own company and business secrets and not less than the care expected in moderate measure by an ordinary company. The user is not liable for disclosure of confidential information, however, if the information a) was already publicly known and available at the moment of disclosure or has been made known publicly or is available without fault on the part of the user afterwards; or (b) is/was obtained and passed on by a third party legally without violating the non-disclosure obligation; or (c) can be proven to have already been legally known to the user on a non-confidential basis before it was made available; or (d) the user is obligated by mandatory legal provisions to reveal the confidential information in judicial, regulatory or other proceedings.

11. Data Protection

In order to observe legal export regulations, information about the computer is collected during licensing and passed to B&R where it is saved. This information contains (1) the user information in the dialog box form: name, company, address, email address, type of use (private, commercial); (2) system information: operating system, language, version; (3) user information of the computer, IP address, PC username, PC company name, hardware IDs: MAC address, etc. and (4) information about APROL: version, type of license.

For additional information about data protection, see the data privacy statement ([see https://www.br-automation.com/de-at/unternehmen/impressum/](https://www.br-automation.com/de-at/unternehmen/impressum/)).

12. Final Provisions

a) This agreement is subject to Austrian law to the exclusion of conflict of laws rules the United Nations Convention on Contracts for the International Sale of Goods. The sole place of jurisdiction agreed for all legal disputes arising from or in association with this agreement is the court responsible for B&R in A-5142 Eggelsberg, Austria.

b) This agreement concludes with all understandings of the parties. Verbal side agreements are not possible. All modifications and amendments to this agreement must be in written form in order to be valid. The requirement for this written form can only be waived with a written agreement.

c) If one or more provisions in this contract are or become legally invalid or if a loophole is found, the validity of the other provisions is not affected. In this case, instead of the ineffective provision or to close the loophole, a provision shall become effective and be deemed valid that comes closest to meeting the provision.