Software License Terms
for Standard Software
(Version: October 1st, 2024)

Principles: These Software License Terms ("SW-License") apply to all standard software programs and components either provided as software as a product or as application software embedded in WAGO hardware products including the associated documentation ("Software") by a WAGO company ("WAGO") to the customer ("Customer") within the scope of a purchase, rental or free-of-charge contract („Contract"); whereas (a) any associated WAGO hardware products and (b) firmware (system software embedded in WAGO hardware products) are explicitly not covered by this SW-License. This SW-License supplements the General Terms and Conditions of Deliveries and Services ("GTC") (available at www.wago.com). The SW-License does not apply to private consumers; Customer confirms that he is not a private consumer. In case of conflicts between the GTC and the SW-License, the SW-License shall take precedence, while the non-conflicting terms of the GTC continue to apply. Conflicting terms and conditions of use or other conditions of the Customer do not apply, including if WAGO provides Software without reservation and in knowledge of these terms and conditions, unless WAGO expressly consented in writing (automatically generated order confirmations without a signature are not sufficient).

First Section
Licensing Models

1. ***Licensing models***: Different licensing models are available and apply depending on the Contract agreed between WAGO and the Customer. Unless otherwise agreed, prices for licenses are based on the current WAGO catalogue price list. License activation may require a license key, license file or a similar release method ("License Key"). To transfer a given license from one Computer to another, it may be necessary to involve WAGO. Besides standard computer devices, computer in terms of this SW-License also includes controller or other devices with embedded software ("Computer").

   - **Individual License** includes the right to use the Software on or with one Computer or one browser instance for web-based Software; simultaneous parallel use on other Computers or more than one browser instance is not permitted.
   - **Workstation License** grants the right to use the Software on or with up to two Computers at the same time or two browser instances for web-based Software and therefore comprises two corresponding License Keys; simultaneous parallel use on further Computers or more than two browser instances is not permitted.
   - **Multi-user License** grants the right to use the Software simultaneously on or with a number of Computers or browser instances for web-based Software equal to the number of License Keys purchased.
   - **Site License** grants the right to use the Software on or with an unlimited number of Computers or browser instances for web-based Software at a specified site of the Customer.
   - **Buy-out License** grants the right to use the Software for an unlimited number of Computers or browser instances for web-based Software at an unlimited number of sites of the Customer. Unless otherwise agreed, a buy-out license also includes the right of the Customer to use the Software in its end products, provided that such end products contain WAGO automation technology. In such cases, the Customer is entitled to grant a sub-license to its customers limited to the extent required for the intended use of the end product. The License Key may not be passed on under any circumstances.
   - **Point License** grants the right to use the Software to the extent paid for by points. Depending on the Software and the Software features the number of points needed is calculated (e.g. based on functional as number of Computers / number of connections and/or time-based scaling or a combination of such criteria).

Second Section
Usage Rights

2. ***Usage rights:*** The different licensing models are accompanied with different levels of usage rights of the Software depending on the Contract. In general, WAGO grants the Customer a non-exclusive and non-assignable right to personally use the supplied Software in object code in accordance with the specifications of the associated documentation ("Usage Rights"). The Usage Rights are either provided on a permanent or temporary basis. In case of doubt, the provisions on the scope of this SW-License are to be interpreted strictly.

   - **Permanent License**: Permanent Usage Rights are provided if Customer purchases the relevant license for a Software ("Permanent Paid License") or the license is made available free of charge by WAGO for an unlimited period of time ("Permanent Free-of-Charge License").

     Software provided based on a Permanent-Free-Of-Charge License and marked as suitable for use in third-party controllers entitle the Customer to use the Software (in particular the WAGO libraries) to the extent that WAGO automation technology is used in the Customer's end products in such a way

that it is actively incorporated (and not only present). In this context, the link with third-party software for establishing interoperability with the Software is permitted. No further rights are granted. In particular, the Customer is not authorized to extract and use and/or market individual parts or components of the Software.

- **Temporary License**: Temporary Usage Rights are provided to the Customer either under a rental agreement ("Temporary License") or for Software testing purposes ("Test Versions"). In these cases, the Usage Rights are limited to the given "Validity Period" (calculated from the first installation or use; expiry is usually shown in the plain text of the Software or for embedded Software as light signal). The Software may no longer be used upon expiration of the Validity Period.

  Temporary Licenses may either be extended by corresponding License Keys or changed to a Permanent Paid License.

  Test versions can be downloaded and installed free of charge from the WAGO website or for web-based Software used online, unless otherwise stated, and are for test purposes only. Unless otherwise defined, the Validity Period of testing is limited to 30 days of operation; additional rights are excluded. Days of operation are calendar days on which the Software is started at least once. Download, installation and use of Software test versions are at the Customer's own risk. Test versions are either fully functional Software versions or limited versions where only specific functions are available. Upon request and upon WAGO's discretion, the Validity Period can be extended by a Validity Period extension license. If the Customer decides on a paid licensing model (Permanent or Temporary License) following the expiration of the Validity Period, the full version can be activated by entering the corresponding License Key.

3. ***Usage restrictions*:** Unless otherwise stipulated in this SW-License, explicitly agreed to by WAGO or as provided by mandatory law, the Customer is not allowed to (a) copy or otherwise duplicate the Software or any part of the Software (b) publicly reproduce or make the Software available, either wired or wireless, (c) modify, translate, analyze, decode, convert or disassemble the source code of the Software or otherwise modify the Software in any way, (d) create derivative works based entirely or in part on the Software, (e) modify or remove notes or references to copyrights or other protected rights, (f) pass on the Software to third parties (including but not limited by way of sublicensing) and (g) use the Software in areas with special risk which require flawless continuous operation and in which the use or a failure of the Software can result in immediate risk to life, limb or health or can cause serious damage to property or the environment (such as the operation of nuclear power plants, weapons systems, aircraft and motor vehicles).

Third Section
Third Party Software

4. ***Open source software:*** If the Software contains open source software ("OSS"), this is mentioned in the readme_OSS file of the Software (or in the file that corresponds to this).

   The Customer is authorized to use the OSS subject to the acceptance of and compliance with the applicable OSS license terms. The OSS license terms are enclosed with the Software. More restrictive usage provisions under any OSS license terms shall prevail towards the Usage Rights given under this SW-License; in relation to WAGO this shall not apply to any limitations of warranty and liability stipulated in the OSS licenses.

   If the OSS license terms require so, WAGO will make the OSS source code available to the Customer or a third party upon request subject to reimbursement of any expenses incurred for its provision. A corresponding request is to be submitted to:

   WAGO Iberia S.L.
   Phone: +34 910 192 640
   Email: clientes.iberia@wago.com

5. ***Proprietary software*:** Should the Software contain proprietary third-party software, WAGO ensures, unless otherwise agreed, obtaining the relevant license from third parties to provide the Usage Rights for the Customer in line with this SW-License.

Fourth Section
Software Installation, Data Use, Updates, Audits

6. ***Installation***: Depending on the Contract, WAGO provides the Software either (a) on a storage media, (b) via download (c) as embedded part of WAGO hardware products or (d) by online access via browser. Unless otherwise agreed, the Customer is responsible for installation and configuration (if necessary). During activation, the Software automatically sends connection information and as required data about the Customer's Computer to WAGO for verification purposes.

7. ***Data use:*** Once the Computer or the browser using the Software is connected to the Internet, some features of the Software may establish a connection to WAGO computer systems or service providers to send or receive data. The Customer does not in each case receive a separate notification when such a connection is established. By using these features, the Customer agrees to send or receive such data, however these features can be deactivated by the Customer at any time. WAGO uses the data collected by the Software features to update or correct the Software and if applicable to improve associated WAGO hardware products or services. Limited to the extent required, WAGO

shares the collected data (e.g. error reports) with relevant third-party hardware or software providers to enable them improving the interfaces to the Software. Use and disclosure of the data is strictly handled according to the WAGO privacy policy.

8. ***Updates**:* If the Software is used to update existing installed or web-based software, the Software replaces the original software being updated. Unless any applicable third-party license terms expressly provide otherwise, the Customer retains no rights in the original software after having executed the update, nor is the Customer authorized to continue to use or transfer it in any manner. This does not apply for backup purposes of the existing software; execution of a backup is in the sole responsibility of the Customer. If the Customer has activated the corresponding function, the Software performs at regular intervals a check at WAGO for updates of the Software. Provided updates may be automatically done or alternatively downloaded and installed manually by the Customer from the WAGO website.
9. ***Security Notifications:*** WAGO provides information about security-related circumstances occurred after the Software was launched on the market (available at www.cert.vde.com). Any provided security notifications are of technical, informational character only; the Contract remains unaffected. If the Customer itself discovers additional security gaps, he shall confidentially inform WAGO about its findings and to keep them confidential until the security gaps have been closed and WAGO has issued a corresponding security notification. Information can also be forwarded to WAGO via security@wago.com.
10. ***Audits**:* Upon request, the Customer shall permit WAGO to verify the license compliant use of the Software according to the Contract. This does not apply if (a) such a verification is prohibited under any relevant third-party license terms or (b) the Customer, upon WAGO's request, plausible and bindingly informs WAGO within a reasonable time of the results of a self-audit. If the verification or notification reveals a use of the Software by the Customer in breach of the Contract and/or this SW-License, WAGO is entitled to invoice the Customer for a lump-sum compensation in the amount of the license fees incurred for the additional use in accordance with the current WAGO catalogue price list. Moreover, the Customer shall bear the reasonable costs of verification. The right to claim further damages remains unaffected.

Fifth Section
Liability for defects and overall liability

11. ***Material defects*:** The Customer is aware that, with the state of technology, it is not possible to develop software in such a way that it always functions error-free, be it independently, in all applications or in combinations with other software and/or hardware products. Consequently, errors in the Software cannot be excluded. However, a material defect exists if at the time of provision of the Software, the basic functionalities described in the software description and documentation do not exist or do not work properly.

    Unless otherwise explicitly stated by WAGO, (a) the Software is not suitable for use with other than WAGO hardware products or services and (b) no warranty is made that the Software is actually fit for a particular purpose.

    Software for planning and design purposes are only for better visualization and do not release the Customer from its duty to review the sufficiency and functionality of the respective planning result with due diligence to comply with the recognized rules of technology, as well as legal requirements and DIN standards. WAGO is not responsible for incorrect or incomplete entries or for incorrect material or component selection when using the Software for planning and design purposes.

    In the case of Software defects where WAGO is in possession of the source code and is authorized to modify it, WAGO shall at its option, remedy any defects either (a) by providing a new version of the Software in which only the defect is cured or (b) by providing an update in which, along with other modifications, the defect is also no longer present. In the case of Software defects where WAGO is not in the possession of the source code or is not authorized to modify it, WAGO will remedy the defect as follows: if WAGO is in possession of an update or if WAGO can supply an update with proportionate effort, WAGO will remedy the defect by providing the update. The diagnosis and rectification of defects shall at WAGO's option occur either at WAGO or at the installation site of the Software. If the rectification ultimately fails, the Customer may rescind from the Contract or reasonably reduce the Contract price. Additional claims are excluded, subject to the exceptions of the liability provisions of section 13.

    Notices of defects must be made by the Customer without delay in written or in text form. The Customer can submit claims until twelve months after provision of the Software to the Customer. Claims for defects are available only when the defects are reproducible.

    Claims for defects are excluded for (a) natural wear and tear incurred after the passing of risk, (b) improper use (including failure to observe the documentation of the Software, or other Software information or non-performance of required updates), (c) incorrect or careless handling or excessive stress and (d) losses based on exceptional external influences which are not anticipated in the Contract. If the Customer or a third party undertakes improper modifications to the Software or extends the Software by interfaces, no claims are accepted for such modifications or extensions and the ensuing consequences. The same applies

to errors due to improper installation, unless WAGO was responsible for the installation.

12. ***Defects of Title:*** WAGO shall be liable towards the Customer as follows for the infringement of industrial property rights:

    WAGO shall, at its option and cost (a) obtain a right to use the Software, (b) modify the Software in such a way that the protected rights are not infringed, (c) file a petition for cancellation or revocation, or (d) replace the Software with a suitable alternative software. If this is not possible for WAGO on reasonable conditions, the Customer may rescind from the Contract or reduce the Contract price. WAGO is liable within the limits of section 13.

    To preserve his claims, the Customer is obliged to promptly notify WAGO in writing or by e-mail concerning the claims asserted by third parties. In the process, all defensive measures and settlement negotiations remain reserved to WAGO. If the Customer stops using the Software to reduce the damage or for any other appropriate reasons, the Customer shall be obliged to inform the third party that no acknowledgment of the alleged infringement of intellectual property rights may be inferred from the fact that use has been discontinued.

    The Customer can submit claims until twelve months after provision of the Software to the Customer. Claims of the Customer are excluded if the Customer is responsible for the infringement, such as if the Software is (a) modified by the Customer or a third person, (b) utilized in an infringing manner together with deliveries not supplied by WAGO, (c) used in excluded areas or (d) if the Customer acknowledged a claim of alleged infringement of intellectual property rights towards a third party. In such cases, the Customer shall indemnify WAGO at the first request for any third-party claims if these fall within the Customer's area of responsibility.

13. ***Overall liability:*** WAGO is fully liable to the Customer (a) for intentional acts, fraud or gross negligence, (b) for loss of life, bodily injury or injury to health, and (c) in other cases of mandatory legal liability.

    For a breach of main contractual duties (duties which must absolutely be fulfilled for the proper performance of the Contract and on the observance of which the Customer may reasonably rely) that is not intentional or due to gross negligence, WAGO's liability is limited to the foreseeable damage typical for this type of contracts. Apart from this, the liability of WAGO (especially for indirect and consequential damage) is excluded.

    For Software provided free of charge, WAGO’s liability is conclusively limited to intentional acts and gross negligence.

    The above provisions on overall liability also apply to the legal representatives, assistants and agents used by WAGO.

    A reversal of the burden of proof is not associated with the above provisions.

14. ***Liability for loss of data:*** WAGO's liability for loss of data is limited to the typical recovery effort that would have been incurred if backup copies had been made regularly according to the risk involved. The Customer is responsible for preventing security problems regarding its own systems and data, including the Software hosted on the Customer's computer and systems. The responsibility of the Customer expressly includes state of the art protection against undesirable intruders, such as malware, viruses, spyware or trojans.

    If data of third parties is processed or used by the Customer by or in connection with the Software, the Customer is responsible for ensuring that this does not infringe the rights of third parties. If third-party rights are infringed and the third-party files a claim against WAGO, the Customer shall fully indemnify WAGO at first request.

Sixth Section
Miscellaneous

15. ***Force majeure:*** In cases of force majeure events, which includes all unforeseeable events, as well as events which, if foreseeable, would have been beyond the sphere of influence of WAGO, for example but not limited to natural disasters such as floods, storm surges, hurricanes and typhoons as well as other severe weather on the scale of a catastrophe, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics and infectious diseases (to the extent that one has been declared by the WHO or a ministry), war or warlike conditions, riot, revolution, military or civil coup, insurrection, blockades, authorities and government orders, strikes, lockouts and embargos, WAGO shall not be liable and is exempted from its performance duties for the duration of such events. The same applies, if WAGO suffers unreasonable operational disturbances (e.g. due to third-party attacks on the IT system) if these could not be prevented despite the exercise of standard customary care. The statutory right of the Customer and WAGO to terminate for cause remains unaffected.

16. ***Applicable law and jurisdiction:*** The law applicable at the registered office of the WAGO company performing the Contract applies, whereas conflict-of-law provisions and the UN Convention on Contracts for the International Sale of Goods shall be excluded. The place of jurisdiction is agreed to be the registered office of the WAGO company performing the Contract unless mandatory law provides otherwise.

17. ***Assignment:*** Assignment of the Contract or individual rights or duties arising thereunder requires the prior written consent of the other party, which shall not be unreasonably withheld.

18. ***Others:*** No side agreements have been made. To be valid, amendments and additions to this SW-License must be in written form. This also applies to a modification of this written form requirement. Should one of the provisions of this SW-License be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The provision concerned shall be replaced by an effective and enforceable provision which comes closest to the objectives pursued by the provision concerned. The same shall apply to any contractual omissions.