

General Terms and Conditions for the Use of WAGO Software (Software Utilization Agreement)

Please read the terms and conditions below carefully before you begin using the WAGO software.

Note: The WAGO software which has been provided to you is protected by copyright. The terms and conditions below become legally binding between you as the software user and the company WAGO Kontakttechnik GmbH & Co. KG, D-32423 Minden, as soon as you use the WAGO software for the first time. If you are not in agreement with the terms and conditions below, return the WAGO software immediately without using it. Any utilization fees which have already been paid will be reimbursed.

Section 1 Subject of the Contract

1.1 The User shall receive the WAGO software designated in the order confirmation/delivery note and on the data carrier designated therein, if applicable.

1.2 The User shall pay the agreed utilization fee for the software, provided that the software is not made available for free.

The software is not sold; a right of use ("license") is granted for its use in conformity with the usufructuary rights below.

1.3 The distribution of the Software to third parties is prohibited.

Section 2 Scope of the Usufructuary Rights

2.1 The User shall be granted a single, non-transferable utilization license of indefinite term to the provided WAGO software, restricted, however, to its intended use in combination with WAGO hardware products.

2.2 The User may prepare backup copies of the WAGO software. Unless the utilization rights are restricted to use on a single computer in the order confirmation/delivery note, the User may reproduce the WAGO software for the purposes of his own operation (corporate license for use on multiple computers).

2.3 Changing, modifying, disassembling, or decompiling the provided WAGO software, or applying other methods of reverse engineering, or disclosing this information to third parties is prohibited, if not expressly permitted by applicable law.

Section 3 Warranty

3.1 It is hereby agreed, and the User acknowledges, that it is not possible, even in compliance with the latest standards of knowledge and technology, to develop software in such a way that it runs without errors under any and all conditions of use. WAGO therefore warrants that the provided software is free of errors only with respect to those errors which would fundamentally prevent the intended use of the software in combination with WAGO hardware products. More extensive claims are excluded.

3.2 The User shall examine the provided WAGO software immediately, determine its usability for the intended purpose, and report complaints of any and all initial or later errors in such detail that WAGO is capable of reproducing the error.

3.3 Any defects in the provided WAGO software reported by the user (including defects in the accompanying program description and other documents) shall be remedied by WAGO within a reasonable time period. WAGO shall at its discretion remedy the defects free of charge, either by subsequent improvement or substitute delivery. In the event of the failure of the subsequent improvement or substitute delivery, the User may cancel the Utilization Agreement (see 5.1).

4.4 The warranty period for the WAGO software is 1 (one) year, beginning with the date of delivery.

Section 4 Liability

4.1 WAGO is liable without limitation for any and all legal defects in the provided WAGO software and for the lack of warranted characteristics. The liability for initial impossibility is limited to five times the amount of the fee for utilization which has been paid as of that point in time as well as to loss or damage which may typically occur within the scope of provision of software.

4.2 In all other cases, WAGO is liable without limitation only in cases of intent and gross negligence, including that of its legal representatives and executive employees. WAGO is liable for culpable actions of other vicarious agents only within the scope of the liability for initial impossibility in accordance with the previous subsection.

WAGO is liable for slight negligence only in the event of the breach of an obligation for which the observance is of particular importance for the realization of the contractual purpose (cardinal obligation). In the event of the breach of a cardinal obligation, the limitation of liability for initial impossibility in accordance with Subsection 4.1 above shall apply *mutatis mutandis*.

No-fault liability on the part of WAGO for errors which existed at the time of the conclusion of the contract (Section 538, Subsection 1 BGB (German Civil Code)) is hereby expressly excluded.

Liability of the loss of data is limited to the time and material expenditures typically required for restoration in cases in which backup copies are regularly prepared as appropriate for the existing risks.

4.3 WAGO`s liability shall be limited by the triple amount of the (yearly) license fees, but not less than 1.000 €.

4.4 User`s damage compensation claims of greater extent than those expressly described in this agreement, regardless of the legal reasons, in particular arising from loss or damage from consultation, support during the implementation of the software, or software errors, are excluded, unless liability is compulsory, e.g., for personal injury or in accordance with the Product Liability Act (Produkthaftungsgesetz) for loss or damage to objects used privately.

4.5 WAGO design software, WAGO construction software and WAGO libraries help the User to gain a better visualisation and do not relieve the User from its obligation to verify with due care the functionality of the respective results and to obey the generally acknowledged rules of technology as well as applicable laws and regulations and DIN-standards. WAGO is not liable for inaccurate or incomplete programming or the wrong choice of material or components when using the WAGO software. WAGO software and WAGO libraries are intended for the use in connection with WAGO products only. Price indications do not reflect valid prices, but shall assist the User for calculation purposes only. The valid price list is available at WAGO upon request. The newest technical specifications of the WAGO products are available in the product catalogue under www.wago.com.

Section 5 Termination of the Agreement

5.1 This Utilization Agreement may be terminated by either of the Parties by submitting six months` notice of termination, expiring at the end of a calendar year. The right of termination without notice may be exercised, effective immediately, if and when one of the Parties is in breach of an essential provision of this Utilization Agreement.

Section 6 Proper Law

6.1 This Utilization Agreement shall be governed by German law. The Parties agree to submit to the jurisdiction of the Düsseldorf Regional Court for the resolution of any and all disputes which may arise within the scope of this Utilization Agreement between full merchants.