WAGO
Software Licence Agreement
(Terms of Use)

Version: May 1, 2020

In addition to the software lease agreement, WAGO Canada Inc. ("*WAGO*") and the Customer (also referred to herein as "*User*") enter into the following Software License Agreement, with which the Customer expressly confirms that it acts in its capacity as business entity and not as private consumer. User is entitled (but not obligated) to register at *www.wago.com* for the product-specific newsletter.

These stipulations apply to computer programs and the associated documentation (collectively referred to as "Software"), products with integrated computer programs and hardware products intended for use with computer programs, but which are delivered without such programs at the Customer's request. In the event of contradictions or other ambiguities, the provisions of this Software License Agreement shall take precedence over the General Terms and Conditions for Deliveries and Services of WAGO.

§ 1
General terms of use

1. *Basic content of the right of use.* In accordance with the agreed licensing model (see subparagraph 2 below) and the terms of use regulated in this Terms of Use, WAGO grants the User a nonexclusive and, unless otherwise agreed, non-expiring and non-assignable right to personally use the supplied Software in object code in accordance with this license agreement. If a need exists and it has not been otherwise agreed, the User shall assume responsibility for installing and configuring the Software (see § 5). The Software may not be modified and the rights of use associated with the respective licensing model may not be transferred to third parties (including by way of sublicensing) unless otherwise expressly regulated in these Terms of Use or in an individual agreement. In such a case, the User must obligate the third party to assume the full extent of the rights and duties under this license agreement. Moreover, in case of doubt the provisions on the scope of the license shall be strictly interpreted.
2. Licensing models
   - "*Individual licenses*" include the right to use the software and the corresponding license key on or with a computer; contemporaneous parallel use on other computers or more than one instance of the web portal is not permitted.
   - "*Workstation licenses*" grant the right to use the Software on or with up to two computers at the same time and therefore comprise two corresponding license keys; contemporaneous parallel use of more than two instances of the web portal is not permitted.
   - "*Multi-user licenses*" grant the right to use the Software and the license keys simultaneously on or with a number of computers or a number of instances of the web portal equal to the number of license keys purchased.
   - "*Site licenses*" grant the right to use the Software and the corresponding license key on or with a large number of computers at a site of the User.
   - "*Buy-out licenses*" grant the User the right to utilize the Software and the corresponding license key for an unlimited number of computers at an unlimited number of sites of the company.
   - "*License Points*" grant the right to use the Software to the extent defined by the number of points. Depending on the article, different criteria apply for calculating the required number of points. This can be, for example, the complexity of the product, a functional scaling (number of devices / number of connections), a temporal scaling as well as a combination of such criteria.
3. Clarifications:
   - *Temporary licenses*: If a license model is further particularized through the adjective "temporary" (or a comparable addition), the corresponding license is valid for a limited time, with the validity period (calculated from the first installation or use) resulting from the specific license label. Temporary licenses can be extended through corresponding license keys or converted into a permanent license. The prices of the license keys required for this are based on the current WAGO catalog. The Software may no longer be used upon expiration of the term.
   - *Buy-out licenses*: Unless otherwise agreed, buy-out licenses also include the right of the User to utilize the Software in its end products, provided that such end products contain WAGO automation technology; in such case, the User is entitled to grant rights of use to the extent required for the intended use of the end product

(but the license key may not be passed on in any event).

"*Computer*" in terms of this license agreement also means "controller" or "embedded devices." To transfer the license to another computer, it may be necessary to involve WAGO.

§ 2
Special terms of use

1. *Software type*. If the User uses engineering software ("ESW") to produce its own programs or data that contain parts of the ESW, the User has the right, without paying license fees, to duplicate or use such parts of the ESW as a component of its own programs or data or to supply them to third parties for use. If the User incorporates runtime software ("RSW"), or parts thereof, into its own programs or data, the User, before each installation or duplication of its own programs or data that contain RSW or parts thereof – depending on which occurs first – install a license for the RSW in accordance with the intended type of use pursuant to the then applicable WAGO catalog. Unless the software type is otherwise explicitly agreed on by contract, the above provisions for RSW automatically apply.

2. *Test versions*. Test versions that can be downloaded and installed for free from the WAGO website without ordering or that can be used online without installation include the right to use the Software for test purposes, which is normally limited to 30 days of operation; additional rights are excluded. "Days of operation" are only such calendar days on which the Software is started at least once. Download, installation and use of test versions occur at the user's own risk. WAGO expressly makes no warranty that the test version is actually fit for the User's intended use. Test versions are nevertheless fully functional software versions in which all functions can be used, including the download. If requested by the User, the 30-day evaluation period can be extended through a test period extension license at WAGO's discretion. If the user decides on a specific license model following the expiration of the evaluation period, the User can purchase the required license for this for a fee and activate the full version by entering the corresponding license key. The provisions of this license agreement apply to the full version upon its activation.

3. "*WAGO software components*" which are expressly marked as "free" or whose proper use or technical implementation allow use in third-party controllers entitle the User to use the licensed components (in particular the WAGO libraries) in its end products to the extent that WAGO automation technology is used in such a way that it is actively incorporated (and not only present) in the end product. Links with other software for establishing interoperability are permitted within this framework. No further rights are granted. In particular, the User is not authorized to use and/or market parts extracted from the WAGO software components.

§ 3
Usage restrictions

1. *Usage Restrictions.* Subject to mandatory statutory requirements or other provisions in this license agreement, the User is not allowed to **(i)** copy or otherwise duplicate any part of the software (except to the extent provided by law for backup purposes), **(ii)** publicly reproduce or make the purchased Software available, either wired or wirelessly, **(iii)** translate, analyze, decode, convert or disassemble the source code of the Software or otherwise modify it in any way, **(iv)** create improperly derivative works based entirely or in part on the Software, **(v)** modify or remove notes or references to copyrights or other protected rights, **(vi)** improperly pass the Software on to other persons (such as through rental, lending or leasing) or **(vii)** use the Software in areas with special risk which require flawless continuous operation and in which a failure of the Software can result in immediate risk to life, limb or health or in significant damage to property or the environment (such as the operation of nuclear power plants, weapons systems, aircraft and motor vehicles).

2. *Clarifications*: It is clarified (**i**) that no warranty is made that the licensed Software (including WAGO software components) is actually fit for a particular purpose (unless otherwise expressly agreed in writing), (**ii**) that the transfer of the Software by WAGO wholesalers to their end customers in accordance with contract does not constitute an improper transfer in terms of subsection (**iii**) of above section 1 and (**iv**) that the user of WAGO software components is not authorized to use the licensed components (such as the WAGO library) in end products in which WAGO automation technology is not actively used, but only present or not used at all.

§ 4
Third-party software components

1. *Open source software*. If the Software contains open source software (also referred to as "OSS" herein), this is mentioned in the readme_OSS file of the Software (or in the file that corresponds to this); alternatively, the corresponding file is also available online by a download link or by e-mail for

up to three years after purchase of the product. The same applies to the associated source code.

The User is authorized to use the open source software beyond the normal use in accordance with the OSS license terms that are applicable in each case. These OSS license terms are enclosed with the Software and, relative to the holders of rights, have priority over this license agreement and the general terms and conditions of sale and delivery of WAGO, particularly in regard to any copyleft effects. The OSS license terms also have priority to the extent that, based on the combination of OSS components with proprietary components, they also grant the User certain rights of use in relation to the proprietary components or such rights of use are to be granted according to the OSS license terms of WAGO.

Upon request, WAGO will provide the OSS source code to the User or any third party in exchange for corresponding reimbursement of expenses, provided that the license terms for OSS provide for such delivery of the source code. A corresponding request is to be submitted to:

WAGO Canada Inc.
Phone: +1-888-9246-221
Email: info.ca@wago.com

2. *Third party software*. Along with OSS, the Software may also contain commercial third-party license software—in other words, software which was not developed by WAGO itself, but which WAGO obtained by license from third parties. If in such case, together with the Software and the readme_OSS file, the user receives the terms and conditions of the respective licensor of the third-party license software ("*Third-party License Terms*" herein), or if, alternatively, such Third-party License Terms are available on the hard disk after installation, they apply with respect to the licensor's liability toward the user.

3. *Warranty and liability*. The scope of the statutory and contractual warranty of WAGO is limited to those software components that are not OSS, but for which WAGO is either the author or entitled to commercial rights of use.

§ 5
Installation of the software

1. *Software installation*. According to the agreement, WAGO delivers the Software to the User either on storage media, via download, as a product component or provides online access. The User is responsible for installation and configuration (if necessary). During activation, the Software sends WAGO information on the Software and, as appropriate, on the User's computer; details on this are described in the Privacy Policy at https://www.wago.com/ca-en/legal-information/privacy-policy. If the licensed computer or the web portal is connected to the Internet, the Software automatically establishes a connection with WAGO for the activation, if such is required for the installation of the respective Software.

2. *Data use.* WAGO uses the data that it collects through the Software features to update or correct the Software and to otherwise improve its own products and services. Under certain conditions, WAGO also shares it with others. For example, WAGO passes error reports on to relevant hardware and software providers in order that, with the aid of such data, they will be able to improve the use of WAGO products for their products. The User declares its agreement that WAGO is entitled to use and disclose the data as described in the Privacy Policy. When the computer or web portal is connected to the Internet, some features of the Software potentially establish a link to WAGO computer systems or service providers in order to send or receive data. The User may not always receive a separate notice when the connection is established. When the User decides to use one of these features, he thereby declares his agreement to send or receive such data through the use of these features; these features can be deactivated by the User.

3. *Updates.* When the User installs the Software covered by this agreement as an update of existing software or when the web portal is updated, the update replaces the original software being updated. Unless the OSS license terms expressly provide otherwise, the User retains no rights in the original software after having executed the update, nor is the User authorized to continue to use or transfer it in any manner. If the User has activated the corresponding function, the Software—potentially at regular intervals—performs a check at WAGO for updates of the Software. If updates are found, they may be automatically downloaded and installed on the licensed computer; the User can also download and install the updates manually from the WAGO website.

4. *License control rights.* Upon request, the User shall permit WAGO to verify the proper use of the Software, particularly whether the User is using the Software within the scope of the licenses the User purchased; this does not apply if such a verification would be prohibited under the relevant OSS license terms or the User, upon request, bindingly informs WAGO within a reasonable time of the re-

sults of a self-audit. If the verification or communication reveals a use of the Software by the User in breach of contract, WAGO is entitled to invoice the User for lump-sum compensation in the amount of the license fees incurred for the additional use in accordance with the current price list. Moreover, the User shall bear the reasonable cost of the verification. The assertion of a claim for greater loss remains reserved.

§ 6
Liability for defects

1. *Defects.* A defect exists when, to the detriment of the User, the quality of the Software deviates from the product description in the documentation available at the time of contract formation; to this extent it is agreed that minor and negligible deviations are insignificant, as it is not possible to develop software such that it fulfills all application requirements without any errors. The WAGO Software is not suitable for use with other than WAGO products unless the fact of its suitability is represented in the product description or WAGO's presentation of the product (for example, with ***e!****COCKPIT*). Information on the nature or possible applications of the Software in non-contractual sources (including manuals and promotional texts) does not constitute absolute warranties, even if they are characterized there as warranties.

   WAGO planning and WAGO design software is only for better visualization and does not absolve the User of the obligation to review the sufficiency and functionality of the respective planning result with due diligence and 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 WAGO planning and WAGO design software. WAGO software is not suitable for planning with products other than WAGO products.

2. *Warranty upon final transfer of the software.* The liability for defects in Software that has been finally transferred to the User conforms to statutory provisions, which are modified as follows for the purchase:

   WAGO shall, at its option, repair or replace, without charge, defective Software for which the causes already existed at the time of the passing of risk. In the case of software defects where WAGO is in possession of the source code and is authorized to modify it, WAGO shall cure any defects, at its option, either by providing a new version of the Software, in which only the defect is cured, or by providing an update in which the error is also cured. In the case of software defects where WAGO is not in possession of the source code or is not authorized to use it, WAGO will cure the defect as follows: if WAGO is in possession of an update or if WAGO can supply an update with proportionate effort, WAGO will cure the defect by providing the update.

   Notices of defects must be delivered without delay in written form or in text form. WAGO must be granted an opportunity to cure within a reasonable time. The diagnosis and cure of defects shall take place either at WAGO or at the installation site of the Software. However, for Software that has no license fees, WAGO shall be liable only for intentional acts, fraud or gross negligence. Claims for cure (repair or replacement) lapse twelve months after the legal limitation period commences. The same applies to rescission and reduction in price. This deadline shall not apply in case of intentional acts or fraudulent concealment of the defect or failure. If the attempt to cure ultimately fails, the User may rescind the agreement or reduce the price.

3. *Customer claims for temporary lease of the software.* The liability for defects in Software that has been temporarily leased to the User conforms to statutory provisions, which are modified as follows for the lease:

   Defects are cured exclusively through free repair or replacement at the option of WAGO. The customer may not terminate the agreement based on the failure to afford the contracted use until WAGO was given sufficient opportunity to cure the defect and it was ultimately unsuccessful, WAGO refused to effect a cure or it is unreasonable for the customer. Damages claims of the customer are also excluded in this case.

4. *Common exclusions.* No claims of the customer under items 2 and 3 above are possible for natural wear and tear incurred after the passing of risk as a result of improper use (including failure to observe the specifications in the product manual, or other product information), or of incorrect or careless handling or excessive stress or for losses based on exceptional external influences which are not anticipated in the agreement. Claims for defects are excluded in particular if functional restrictions were referred to in the release notes associated with the product. Moreover, claims for defects are available only when they are reproducible. If the customer or a third party undertakes improper modifications to the Software or extends the Software over interfaces, no claims are available for

such modifications or extensions and the ensuing consequences.

§ 7
Liability for defective title

1. *Defective title.* WAGO shall provide the Software to the User free from third-party industrial property rights ("protected rights" herein) in the country of the place of delivery. If a third party makes justified claims against the User for the infringement of protected rights through Software which is used as contracted, WAGO shall provide a warranty to the User as follows:

2. *Claims of the customer.* WAGO shall, at its option, obtain at its own cost a right to use the Software in question, modify the Software in such a way that the protected right is not infringed, file a petition for cancellation or revocation, or replace it. If this is not possible on reasonable conditions, the legal rights to rescind the contract or reduce the price shall be available to the customer. The above obligations shall exist only if the User immediately informs WAGO in writing or in text form concerning the claims asserted by the third party, does not acknowledge any infringement and all defensive measures and settlement negotiations remain reserved for WAGO. If the User stops using the Software in order to mitigate loss or for any other important reason, the User is obligated to point out to the third party that the discontinuation of use is not associated with an acknowledgement of infringement.

3. *Exclusions.* Claims of the User are excluded if the User is responsible for the infringement of the protected right. Claims of the Customer are further excluded if the infringement of the protected right is occasioned by special instructions of the User or by an application that is not approved by WAGO. Claims of the Customer are also excluded if the Software is modified by the User or just utilized in an infringing manner together with products not supplied by WAGO. Further claims of the User against WAGO and its agents for defective title or other than those regulated in this § 7 are excluded.

4. *Limitation of actions.* Upon final transfer of the Software, claims of the User lapse twelve months after the legal limitation period commences.

§ 8
Joint and several liability

1. *General limitation of liability.* WAGO shall have unlimited liability within the framework of the statutory provisions for losses arising from injury to life, limb or health, for the absence or omission of a promised quality or the failure to honor a warranty and for losses that are based on intentional or grossly negligent breach of material duties of WAGO or one of its legal representatives or agents. Material duties in the above sense are all duties that must be fulfilled before proper performance of the contract is at all possible and on whose compliance the customer may rely. Apart from that, WAGO shall be liable for those losses that are based on a slightly negligent breach of material duties by WAGO or one of its legal representatives or agents, but limited to reimbursement of foreseeable loss that is typical of contract.

2. *Special limitation of liability*: Where the Software is leased only temporarily, WAGO's liability for other cases of slight negligence shall be limited to six times the monthly rent. Strict liability under lease law for defects that already existed at the time of contract formation is excluded.

3. *Common provisions.* WAGO's liability under the laws of strict product liability remains unaffected to the full extent. Otherwise, WAGO's liability for loss of data in the cases of subparagraphs 1 and 2 above is limited to the typical cost of restoration which would have occurred if backup copies had been routinely produced commensurate with risk. By way of clarification, the User is responsible for preventing security problems with regard to its own systems and data, including the software hosted on the User's systems. The responsibility of the User also expressly includes protection against undesirable intruders, such as malware, viruses, spyware or Trojans.

§ 9
Burden of proof and information on security deficiencies

1. A change in the burden of proof to the detriment of the Customer is neither intended nor associated with the provisions in §§ 6 through 8 above.

2. Apart from that, WAGO shall provide information (under www.wago.com/security) as needed about security-related circumstances that have not surfaced until after the Software has been placed on the market. Security notifications given there have an exclusively technical, informational character; the contractual understandings remain unaffected by them. In addition, if the customer itself discovers security gaps, it is obligated to confidentially inform WAGO about its findings and to keep them confidential from third parties until the security gaps have been closed and WAGO has issued a corresponding security notice. Pertinent information can also be forwarded to WAGO through security@wago.com.

§ 10
Final provisions

This license agreement is subject to Canadian law, with the exception of UN Convention on Contracts for the International Sale of Goods. Amendments and supplements to this agreement, including notice of the termination of this agreement, must be in written form to be legally effective.

Should one of the provisions of these Terms of Use 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.

This license agreement is available in various language versions. In case of conflicts or ambiguities, the English language version has exclusive application.