SOFTWARE LICENSE AGREEMENT

between

K.A. Schmersal GmbH & Co.
KG Möddinghofe 30
42279 Wuppertal
Germany

* hereinafter referred to as the "Licensor" –

and

the natural or legal person who installs, uses, or accesses the Software,

* hereinafter referred to as the "Licensee" –

PREAMBLE

The Licensor is the owner of the rights to the software SafePLC2 (hereinafter: "Contractual Software"). The Licensor intends to grant the Licensee a license to use the Contractual Software. The Contractual Software is protected by copyright laws, international treaties, and other provisions concerning intellectual property.
By installing, accessing, or using the Software, the Licensee agrees to this Agreement. If the Licensee does not agree to the terms, they may not install, use, or access the Software.

I. SCOPE OF LICENSE

1.1 Grant of License

The Licensor grants the Licensee, for the term of this Agreement, a non-exclusive and non-transferable right to use the Contractual Software. This authorization includes the use of one copy of the Software as well as the right to install multiple copies of the Software on any computers, insofar as this is necessary for contractual use.

1.2 Scope of the Contractual Software

The Contractual Software comprises the software described in Annex 1, including the modules listed therein, subsequent extensions, updates, patches, and related documentation for internal business operations, as well as manuals and software documentation. Delivery of the source code is not included in this Agreement.

1.3 Updates and Upgrades

If the Contractual Software is designated as an "Update," "Upgrade," or "Patch,"

the Licensee must hold a valid license for the software identified by the Licensor as suitable for such update, upgrade, or patch. Such software replaces and/or extends the original Contractual Software. The Licensee may only use the update, upgrade, or patch in accordance with this Agreement. The Licensor is not obliged to provide updates.

1.4 Purpose of Use

The right to use is limited to the intended purpose specified in Annex 1.

1.5 Restrictions on Use

The Licensee is not entitled to modify the Software into their own software (reverse engineering), decompile, or disassemble it. Reverse translation of the licensed program code into other code forms (decompilation) is permitted only within the scope of applicable law. Furthermore, unauthorized distribution, modification, tampering or misuse outside the intended purpose is prohibited. This also includes benchmarking or integration into third party systems.

II. SUBLICENSES, TRANSFER, AND MODIFICATIONS

2.1 Prohibition of Sublicenses

The Licensee is not entitled to grant sublicenses to third parties.

2.2 Transfer Prohibition

The Licensee is not entitled to transfer, assign, pledge, or otherwise dispose of the rights granted under this Agreement.

2.3 Ownership Rights

The Licensor retains ownership and all proprietary rights to the Software. No further rights of use or exploitation are granted to the Licensee.

III. REMUNERATION

3.1 License Fees

The Licensor provides the Contractual Software free of charge.

IV. PROTECTION OF INTELLECTUAL PROPERTY

4.1 Ownership Rights

All intellectual property rights in the Contractual Software remain with the Licensor. The Software is protected by copyright laws, international treaties, and

other intellectual property laws.

4.2 Protection Obligations of the Licensee

The Licensee undertakes to respect and protect the Licensor's intellectual property rights. In particular, reproduction, distribution, or public disclosure of the Software is prohibited unless expressly permitted by this Agreement.

4.3 Distribution

The Licensee may distribute unregistered versions of the Software to third parties, provided the Software remains unaltered, complete, and the distribution is free of charge. Any distribution involving fees or modifications requires prior written consent of the Licensor.

V. LIABILITY AND WARRANTY

5.1 Warranty

The Contractual Software conforms to the specifications in Annex 1. This product description does not constitute a guarantee. Claims for defects are excluded in cases of minor deviations or insignificant impairment of usability. The Contractual Software is free of legal defects, particularly third-party rights preventing contractual use.

5.2 Subsequent Performance

The Licensee may demand subsequent performance in case of defects. The Licensor may choose between rectification, replacement, or substitute performance. The Licensee must notify defects in writing without delay.

5.3 Limitation Period

Claims for defects expire within six months from delivery, provision, or download of the Contractual Software.

5.4 Limitation of Liability

The Licensor is liable without limitation only for damages caused by intentional or grossly negligent conduct, and for damages resulting from injury to life, body, or health. No liability is assumed for consequential damages, including lost profits, business interruptions, loss of information, or other financial losses.
In particular, it is the responsibility of the user to ensure the correct implementation of the safety functions in accordance with the applicable regulations and standards.

5.5 Maximum Liability

The Licensor's total liability, regardless of legal basis, is limited to the amount

paid by the Licensee for the license within the last 12 months.

5.6 Data Loss

The Licensor is liable for data loss only to the extent unavoidable if the Licensee had complied with their obligation to regularly back up data.

5.7 Safety-Critical Areas

The Software is not fault-tolerant and is not designed for use in high-risk environments, including nuclear facilities, air navigation or communication systems, air traffic control, weapon systems, life-support machines, or other applications requiring error-free operation. The Licensor assumes no responsibility for such use.

VI. TERM AND TERMINATION

6.1 Term

This Agreement enters into force upon installation, access, or use of the Software and remains valid indefinitely. Either party may terminate with 30 days' notice to the end of a month.

6.2 Extraordinary Termination

Both parties retain the right to terminate without notice for cause. Good cause includes material breach of obligations not remedied after written notice, actions damaging the Licensor's reputation, or insolvency of the Licensee.

6.3 Return Obligation

Upon termination, all rights of use expire. The Licensee must immediately remove the Software from all media and systems and permanently delete all copies. Upon request, the Licensee must confirm deletion in writing. Provisions intended to survive termination remain unaffected.

VII. CONFIDENTIALITY

7.1 Confidentiality Obligation

The Licensee shall keep confidential all information disclosed by the Licensor during the term of this Agreement and use it solely for contractual purposes. Disclosure is permitted only to employees who require knowledge for contractual use and who are bound by written confidentiality obligations extending beyond their employment.

7.2 Exceptions

This obligation does not apply to information proven to be known or publicly

available at the time of disclosure or later becoming publicly available.

7.3 Continuing Effect

Confidentiality obligations continue after termination unless the Licensee proves the information has become public or lawfully obtained from third parties.

VIII. DATA PROTECTION AND COMPLIANCE

8.1 Data Protection

Both parties shall comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR). The Licensee shall process personal data only in compliance with applicable laws and implement appropriate technical and organizational measures.

8.2 Data Breaches

In case of a data breach affecting individuals' rights and freedoms, the affected party shall promptly inform the other and take necessary measures, including statutory reporting obligations.

8.3 Export Control

The Licensee shall comply with all applicable export control laws, including those of the USA, EU, and other relevant jurisdictions. The Software may not be exported, re-exported, or transferred without required licenses or authorizations.

IX. PROVISION, REGISTRATION, AND ACTIVATION

9.1 Provision

The Licensor provides the Software as a download. It may be installed multiple times.

9.2 Registration

Each installation requires registration with the Licensor. The Licensee must provide a valid email address. A registration key will be sent to the email provided.
Alternatively, activation may be performed via USB hard lock purchased from the Licensor, in which case email registration is not required.

9.3 Activation

With the registration key, the Licensee may activate the Software and obtain full access.

X. FINAL PROVISIONS

10.1 Governing Law and Jurisdiction

German law applies. Exclusive jurisdiction for all disputes arising from or in connection with this Agreement is Wuppertal.

10.2 Written Form

All amendments or supplements must be in writing (§§ 126, 126a BGB). This also applies to any waiver of the written form requirement.

10.3 Severability Clause

If any provision is invalid, the remaining provisions remain valid. The parties shall replace invalid provisions with valid ones approximating the economic intent.

10.4 Maintenance

The Licensor is not obliged to provide maintenance or updates. However, any updates provided are covered by this Agreement.

10.5 Third-Party Claims

If the Licensee is subject to third-party claims due to use of the Software, they must promptly inform the Licensor. The parties shall coordinate further action. The Licensee's obligation to pay agreed fees remains unaffected.

Wuppertal, February 2026

Annex 1
The "SafePLC2" software is used for programming/parameterization of the PSC1 device series of the licensor.