

LICENCE AGREEMENT

for the use of the software "bitWise"

SML Maschinengesellschaft mbH



1. Preamble

The licence agreement regulates the purchase and use of the software "bitWise" (hereinafter referred to as "SOFTWARE") when purchasing and operating machines from SML Maschinengesellschaft mbH ("SELLER").

The licence agreement forms an integral part of the offer to the client ("BUYER") and is deemed to be agreed upon signing of the offer.

2. Scope of application

All business relations between the SELLER and the BUYER in connection with the acquisition and use of the SOFTWARE are subject to this license agreement in the version applicable at the time of the conclusion of the transaction. Any deviating terms and conditions of the BUYER shall not apply unless the SELLER has agreed to their validity in writing.

The SOFTWARE contains proprietary software components and open source components (hereinafter "OSS components") (see clause 4 **Fehler! Verweisquelle konnte nicht gefunden werden.**). With regard to the OSS components, the respective licence conditions of the OSS licensors shall apply. **The SELLER is not the contractual partner of the BUYER with regard to the OSS components and cannot be held liable for them.** This licence agreement therefore relates exclusively to the proprietary software components. „Proprietary software“ refers to those elements which were developed by the SELLER and whose source code is to be qualified as confidential. Those proprietary components are listed in **Annex II**.

3. Contractual hierarchy

This licence agreement supplements the other contractual provisions (e.g. General Terms of Delivery, order confirmation, contract) between the BUYER and the SELLER with special regard to the use of the SOFTWARE. In the event of any conflict between the other contractual terms and this license agreement, this license agreement shall prevail insofar as the purchase and use of the SOFTWARE is concerned. Aspects not

specifically covered by licence agreement are supplemented by the other contractual provisions.

4. Use of open source components

The SOFTWARE developed and provided by the SELLER contains components that are licensed as Open Source Software. The OSS components may only be used under the respective OSS licence conditions. The OSS components are listed in **Annex I**. The source code of the OSS components (see „Readme“ in **Annex I**), the respective licence texts, any copyright notices and their disclaimers shall be made available to the BUYER via link in **Annex I**.

Attention: With regard to the OSS components used, the contractual partner of the BUYER is not the SELLER, but the respective open source licensor.

Attention: The SELLER draws attention to the fact that risks are associated with the use of OSS components. As - demonstrative - examples are to be mentioned: Because the source code of the OSS components is public, it is susceptible to security incidents; furthermore, permanent maintenance and use of the OSS components is not ensured; warranty and damage claims are largely excluded. The BUYER hereby acknowledges these risks.

5. Duties of notice and care

The BUYER is obliged to provide true and complete information in the course of the business relationship and to keep his data up-to-date at all times. He must treat his data confidentially and protect it from access by unauthorised persons. If the BUYER suspects misuse by third parties, he must inform the SELLER immediately.

The BUYER must use secure passwords and keep them independently and securely.

Administration rights may only be passed on to third parties with the express consent of the SELLER.

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The BUYER must refrain from all measures that could endanger or impair the technical provision of the services by the SELLER (including cyber attacks).

6. Rights of use and copyright

The BUYER may only use the SOFTWARE offered by the SELLER for the intended purpose.

Upon full payment of all fees and expenses, the SELLER grants the BUYER a non-exclusive licence (within the meaning of Section 24 (1) first sentence „Werknutzungsbewilligung“ UrhG [Austrian Copyright Act]) to use the SOFTWARE, which is unlimited in terms of time and place and limited in terms of content for the purposes of the business relationship.

The SELLER remains at all times the exclusive owner of all exclusive rights to use works created by it. This refers especially to the proprietary components of the SOFTWARE. In case of doubt, it must be assumed that the SELLER is the exclusive owner of all rights to use works created in the course of change requests or customising.

Sub-licensing or further licensing is only allowed with the SELLER's explicit consent. A resale of SOFTWARE also requires an explicit consent of the SELLER.

The right to decompile the SOFTWARE is excluded to the extent permitted by law. The client is not allowed to change the SOFTWARE without the SELLERs consent.

Markings of the SOFTWARE, especially copyright notices, trademarks, serial numbers or similar may not be removed, modified or made unrecognizable.

The source code of the SOFTWARE is expressly not owed.

Attention: The use of the OSS components is governed by the respective licence conditions. All restrictions on use and copyright designations made in these licence conditions do not apply with regard to the OSS components.

7. Copies of the SOFTWARE

Duplications of the SOFTWARE are only permitted insofar as this is necessary for the contractual use. Backup copies shall be marked as such and provided with the SELLER's copyright notice. The BUYER shall keep documentation on the copies of the SOFTWARE made by it on data carriers in accordance with the contract and their whereabouts and shall provide the SELLER with information and inspection thereof upon request within 14 days.

8. Back-Ups

Unless expressly agreed otherwise, the SELLER will not back-up any data generated and/or stored in the SOFTWARE during its use.

9. Duties to cooperate

The BUYER is obliged to support the SELLER in the provision of the SOFTWARE continuously and to a reasonable extent and, if necessary, to allow (remote) access to the SOFTWARE. In particular, it must provide the SELLER with the necessary information, data and descriptions and communicate its wishes and ideas for the provision of the service in a timely and clear manner.

If agreed deadlines are not met due to inadequate cooperation of the BUYER, the SELLER is not at fault and cannot be held responsible for this.

In the event of necessary (security) updates, the BUYER is obliged to tolerate their installation by SELLER.

10. Change Management, Customizing, Upgrades and Updates

The BUYER has the right to propose changes to the SOFTWARE (change request or customizing), whereby the SELLER is not obliged to implement these changes.

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The desired changes must be described by the BUYER as precisely as possible in the form of a specification sheet („Lastenheft“).

Change requests and support requests will be charged on a time and material basis unless otherwise agreed.

It is pointed out that the BUYER is not entitled to updates or upgrades of the SOFTWARE.

Attention: For modifications and edits to the OSS components, the BUYER's obligations shall be governed solely by the OSS Licence Terms.

11. Reservation of use

The full rights to use the SOFTWARE in the sense of the present agreement (see clause 6) shall only be granted upon payment in full.

12. Liability and warranty

The performance description available at the time of conclusion of the contract is conclusively decisive for the quality of the SOFTWARE delivered by the SELLER. The SELLER does not owe any further quality of the SOFTWARE.

The SELLER is entitled to remedy any faults by means of economically and technically reasonable workarounds.

Attention: With regard to OSS components, liability and warranty are governed solely by the rules of the OSS licence conditions. These OSS licence conditions generally hold far-reaching liability and warranty restrictions. **The SELLER is not liable for the OSS components.**

13. Data protection and protection of business and trade secrets

The controller under data protection law (within the meaning of Art 4 number 7 GDPR) in connection with the processing of

personal data in the operation of the SOFTWARE is the BUYER.

The disclosure of data and information to the respective required business partners is permitted to the extent necessary for the fulfilment of the contractual relationship, legal obligations and legitimate interests (Art 6 para 1 lit b, c, and f GDPR). Otherwise, the SELLER and the BUYER are mutually obliged to maintain secrecy about the circumstances, data or business and trade secrets related to the other party of which they become aware as a result of the present business relationship and in particular to observe data secrecy. These obligations regarding data and business secrecy shall also apply beyond the contractual relationship.

The source code of the proprietary software is to be qualified as a trade secret within the meaning of section 26b UWG (Austrian Act against unfair competition) and as such is to be subject to appropriate confidentiality measures.

(Status August 2021)

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ANNEX I Open Source:

Keycloak:

Function	Identity and Access Management
License	Apache 2.0: https://github.com/keycloak/keycloak/blob/master/LICENSE.txt
Readme	https://github.com/keycloak/keycloak#readme
Integration	Docker container
Disclaimer	Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

Grafana:

Function	Platform for monitoring and observability.
License	Apache 2.0: https://github.com/grafana/grafana/blob/7.3.5/LICENSE
Readme	https://github.com/grafana/grafana/blob/7.3.5/README.md
Integration	Docker container
Disclaimer	THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE

	ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
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Guacamole Server:

Function	Guacamole proxy daemon
License	Apache 2.0: https://github.com/apache/guacamole-server/blob/master/LICENSE
Readme	https://github.com/apache/guacamole-server#readme
Integration	Docker container.
Disclaimer	Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

influxDB:

Function	Time series platform.
License	MIT: https://github.com/influxdata/influxdb/blob/master/LICENSE
Readme	https://github.com/influxdata/influxdb#readme
Integration	Docker container
Disclaimer	THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

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kapacitor:

Function	Framework for processing, monitoring, and alerting on time series data
License	MIT: https://github.com/influxdata/kapacitor/blob/master/LICENSE
Readme	https://github.com/influxdata/kapacitor#readme
Integration	Docker container
Disclaimer	THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

redis:

Function	In-memory database.
License	BSD 3-CLAUSE: https://github.com/redis/redis/blob/unstable/COPYING
Readme	https://github.com/redis/redis#readme
Integration	Docker container
Disclaimer	THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND

	CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
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mongoDB:

Function	Document database.
License	Server Side Public License: https://github.com/mongodb/mongo/blob/master/LICENSE-Community.txt
Readme	https://github.com/mongodb/mongo#readme
Integration	Docker container
Disclaimer	THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE

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Node-RED:

Function	Low-code programming for event-driven applications
Licence	Apache 2.0: https://github.com/node-red/node-red/blob/master/LICENSE
Readme	https://github.com/node-red/node-red#readme
Integration	Docker container
Disclaimer	Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

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postgres:

Function	Object-relational database system
License	PostgreSQL License: https://github.com/postgres/postgres/blob/master/COPYRIGHT
Readme	https://github.com/postgres/postgres#readme
Integration	Docker container
Disclaimer	<p>IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.</p> <p>THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.</p>

minIO:

Function	High Performance, Kubernetes Native Object Storage.
License	Apache 2.0: https://github.com/minio/minio/blob/e0d3a8c1f4e52bb4a7d82f7f369b6796103740b3/LICENSE
Readme	https://github.com/minio/minio/blob/e0d3a8c1f4e52bb4a7d82f7f369b6796103740b3/README.md
Integration	Docker container

Disclaimer	<p>THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.</p>
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traefik:

Function	Cloud Native Application Proxy
License	MIT: https://github.com/traefik/traefik/blob/master/LICENSE.md
Readme	https://github.com/traefik/traefik#readme
Integration	Docker container
Disclaimer	<p>THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.</p>

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ANNEX II Proprietary components:

bitWise-backend:

Function	Backend server for common bitwise actions
Integration	Docker container

bitWise-frontend:

Function	bitWise main frontend
Integration	Docker container

bitWise-remote-control:

Function	VNC client and reverse proxy
Integration	Docker container

bitWise-opcuaToDB:

Function	bitWise OpcUA client
Integration	Docker container

bitWise-report:

Function	bitWise reporting engine
Integration	Docker container

bitWise-widgets:

Function	bitWise widget frontend
Integration	Docker container