

Software and Firmware Licensing Agreement  
 Conpleks Robotech ApS  
 CVR.no. 37 51 31 21

Conpleks Robotech is engaged in the business of providing application software and hardware with embedded firmware solutions.

**1.0 Single Right to Use License Grant:**

1.1 Conpleks Robotech grant to the licensee a nonexclusive right and license to use the Conpleks Robotech software ("Software") in object code form as expressly limited for use solely on a single machine, robot or device built or owned by the licensee or otherwise embedded in equipment provided by Conpleks Robotech, or in equipment provisioned by the licensee according to prior agreement with Conpleks Robotech, and as identified by the serial number of the machine, robot or device or by a specific software product key or software license key, if any.

1.2 Your License Rights. When you purchase a license to use the licensed Software, upon its delivery you will have the right to: install one copy of the licensed Software on one computer, controller, tablet, phone or other hardware that the software is intended for or developed for as identified by the software product key; install the license key, if any, for the licensed Software on the device specifically identified by the license key; allow your end users to use the licensed Software, during the License Term, solely for the purpose of operating one single machine, robot or device.

1.3 Conpleks Robotech grant to licensee a nonexclusive right and license to use the Conpleks Robotech firmware ("Firmware") as embedded in Conpleks Robotech hardware ("Hardware") in object code form as expressly limited for use solely on one single machine, robot or device per serial number.

1.4 In the event that the licensee desires to use the licensed Software or Firmware in more than one machine, robot or device, Conpleks Robotech will supply the licensee with additional software product keys, software license keys or serial numbers for an additional licensing fee per license software product key, software license key or serial number.

1.5 This license includes the right to authorize employees to perform any of the activities described in this section.

1.6 Right to Grant Sublicenses. The right and license to use the Software or Firmware when incorporated into machines, robots and devices, includes the right to sublicense as follows: The licensee is granted the right to sublicense its single right and license to use the Software and Firmware to its end user customers in connection with the licensees distribution, sale, and or use of a single machine, robot, or device including any device or hardware into which the licensed Software or Firmware is incorporated.

1.7 This right to sublicense does not extend beyond a single right of use and excludes the right to sublicense any right to produce, sell, market, distribute etc. to the licensees' end user customers.

1.8 The right to sublicense the original Software or Firmware to the licensees end user customers does not extend beyond the licensees customers and transfer of the original license grant to any other party by sublicense is forbidden unless otherwise stated.

1.9 No Greater Rights. All sublicenses shall execute and be subject to a Sublicense Agreement with no terms less protective of Conpleks Robotech than this agreement.

**2.0 Limitation of Use**

2.1 Firmware may only be used as embedded in and for execution on Hardware devices manufactured by or under license from Conpleks Robotech or according to separate prior agreement. The licensed Firmware may only be used in the specific Hardware for which they were sold or intended.

2.2 No other licenses are granted by implication, estoppel or otherwise, and Conpleks Robotech expressly reserves all rights other than those being conveyed or granted in this agreement.

2.3 Nothing in this agreement or any purchase order is intended to establish, or should be construed as establishing, any kind of confidential relationship between you and Conpleks Robotech with respect to the licensed Software or Firmware in object code form, regardless of any markings, screen displays, or other notices given by Conpleks Robotech at any time.

2.4 Except as otherwise authorized in writing by Conpleks Robotech, you may not, nor may you permit any third party to:

i. Reverse engineer, decompile, disassemble or modify the licensed Software, Firmware or documentation, in whole or in part, or other attempt to obtain the licensed Software or Firmware in source code form, including for reasons of error correction or interoperability. Information necessary to achieve interoperability or correct errors is available from Conpleks Robotech upon request and upon payment of Conpleks Robotech applicable fee. This also pertains to maintenance and development of the Conpleks Robotech Software and Firmware.

ii. Incorporate the licensed Software or Firmware, in whole or in part, in any other product, or create derivative works based on the licensed Software or Firmware, in whole or in part.

iii. Publish, disclose, copy, reproduce or transmit licensed Software or Firmware, in whole or in part.

iv. Remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the licensed Software or Firmware.

**3.0 Order and Delivery**

3.1 Ordering Conpleks Robotech's Software and Firmware: You may order the products and services by contacting Conpleks Robotech directly at any time, by submitting an order to Conpleks Robotech ApS or through our on-line ordering system or as otherwise directed by Conpleks Robotech ApS.

3.2 When ordering you are responsible for ensuring that all information you provide is accurate and complete and that any person placing an order on your behalf has your authority to do so.

3.3 We will accept your order by sending you written or electronic notice of acceptance, purchase confirmation, or a purchase agreement. We retain the right to accept or reject any order at our own discretion.

3.4 Right of Cancellation. Once you submit an order and receive a purchase confirmation, your purchase of the licensed Software or Hardware with the embedded Firmware cannot be canceled.

3.5 Delivery of Software. If Conpleks Robotech ApS accepts your order for one or more licensed Software products, the licensed products along with the corresponding documentation and license keys, if any, will then be delivered to you. Conpleks Robotech will deliver these materials to you electronically except where prohibited by law.

3.6 Electronic Mail Delivery. When Conpleks Robotech ApS delivers licensed Software by e-mail, FTP or similar, an e-mail will be sent to your designated e-mail address to notify you that the licensed Software is available. Our obligation to deliver the licensed Software will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the licensed Software and documentation from the FTP server and the license key, if any, from Conpleks Robotech's website at www.conpleks.com, unless we give you other instructions.

3.7 Delivery of Firmware. If Conpleks Robotech ApS accepts your order for one or more Hardware with embedded licensed Firmware, we will deliver the licensed products and serial numbers to you.

3.8 All deliveries of Hardware and other tangible products will be made Ex Works (EXW) Origin unless otherwise agreed.

**4.0 Fees and Payment**

4.1 Fees. The license fees for the purchase of the right and license to use the Software and Firmware under this agreement will be identified in the Purchasing Agreements or Confirmation. You agree to pay the fees according to the payment terms in the applicable Purchasing Agreement or Confirmation.

4.2 Payments. If the applicable Purchasing Agreement or Confirmation does not contain specific payment terms for the fees in question, payment of those fees will be due within 8 days after the date of invoice. You may not offset any amounts, you believe, Conpleks Robotech owes you against any payments you make to us under this agreement. If you do not pay the amount by the due date, you must pay a compensation of DKK 310 as well as a late payment charge of 2 % per commenced month in accordance with the Danish Act on Interest and other conditions for late payment.

**5.0 Misuse of Licensed Firmware**

5.1 In the event that Conpleks Robotech has knowledge or has reason to believe, that you are using the licensed Software or Firmware beyond the scope of the license granted under this agreement, Conpleks Robotech shall notify you of the alleged misuse, in writing. Upon receipt of such notice, or in the event you yourself have reason to believe that misuse of the licensed Software or Firmware may be occurring, you shall promptly investigate the alleged misuse and destroy any unauthorized copies of the licensed Software or Firmware, or submit a written request to Conpleks Robotech for authorization to continue using some or all of them, and in either case pay any license fees owed for such copies. You shall provide Conpleks Robotech with a written report which summarizes the results of your investigation into the alleged misuse and what actions you took to correct it. THE FOREGOING SETS FORTH CONPLEKS ROBOTECHS SOLE AND EXCLUSIVE REMEDY FOR MISUSE OF THE LICENSED FIRMWARE SO LONG AS YOU PERFORM YOUR INVESTIGATION AND MAKE PAYMENT OF ANY EXCESS LICENSE FEES TO CONPLEKS ROBOTECH IN A TIMELY FASHION.

**6.0 Proprietary Rights, Ownership**

6.1 The licensed Software and Firmware and any accompanying documentation are licensed, not sold, to you by Conpleks Robotech. The term "licensed Software and Firmware" shall also include any updates of the Software and Firmware licensed to you by Conpleks Robotech. You acknowledge and agree that the licensed Software and Firmware constitutes trade secrets and or copyrighted material of Conpleks Robotech. You agree to treat the licensed Software and Firmware with at least the same degree of care with which you treat your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the licensed Software and Firmware. You agree to implement reasonable security measures to protect such trade secrets and copyrighted material. All rights, title and interest in and to the licensed Software or Firmware shall remain with Conpleks Robotech. All rights not specifically granted to you shall be reserved to Conpleks Robotech.

**7.0 Open Source Software and Firmware**

7.1 Conpleks Robotech products can include several open source Software and Firmware. This open source Software and Firmware is governed by the terms and conditions of the applicable open source license, and you are bound by the terms and conditions of the applicable open source license in connection with your use and distribution of the open source software in Conpleks Robotech products.

7.2 If you have any questions about the open source software contained in your product, please refer to our release descriptions or e-mail us at [contact@conpleks.com](mailto:contact@conpleks.com). In the subject line of your email, please reference: "Open Source Software".

**8.0 Support and Maintenance**

8.1 Support. Conpleks Robotech will provide the licensee with the following support services at the agreed standard rates pr. hour:  
E-mail Support: Conpleks Robotech will attempt to respond during normal business hours to technical questions submitted by mail within a reasonable amount of time.

8.2 Maintenance. Conpleks Robotech can provide the licensee with the following maintenance services that will be provided and invoiced at Conpleks Robotech's standard rates pr. hour or fixed pricing unless otherwise agreed:  
Patches and Fixes: Provision of patches and fixes to correct issues identified in the software.  
Upgrades: Distribution of software upgrades to improve performance or add features.

**9.0 LIMITED WARRANTY**

9.1 Conpleks Robotech warrants that for a period of 12 months from the date of shipment from Conpleks Robotech: (i) the media on which the software license key is furnished, or the Hardware on which the Software or Firmware is furnished, will be free of defects in materials and workmanship under normal use; and (ii) the Software and Firmware substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. Conpleks Robotech does not in any way guarantee or assure that the Software or Firmware will function as anticipated or foreseen by the licensee.

9.2 Conpleks Robotech further represents and warrants that it has no actual knowledge that the Software infringes any valid rights of any third party or that Conpleks Robotech have included any proprietary property without permission consciously or otherwise.

9.3 This limited warranty extends only to the original customer as the original licensee.

9.4 The licensee's exclusive remedy and the entire liability of Conpleks Robotech and its suppliers under this limited warranty will be, at Conpleks Robotech or its service center's option, repair, replacement, or refund of the Software or Firmware if reported, or returned upon request, to the party supplying the Software to the licensee. In no event does Conpleks Robotech warrant that the Software is error free or that customers will be able to operate the Software or Firmware without problems or interruptions.

9.5 This warranty does not apply if the Software (a) has been altered, except by Conpleks Robotech, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Conpleks Robotech, (c) or the Hardware on which the Software is installed has been subjected too abnormal physical or electrical stress, misuse, negligence, or accident.

9.6 DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

9.7 IN NO EVENT WILL CONPLEKS ROBOTECH OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF CONPLEKS ROBOTECH OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Conpleks Robotech's or its suppliers' liability to the licensee, whether in contract or otherwise, exceed the price paid by the licensee.

9.8 The foregoing limitations shall apply even if the above-stated warranty fails in its essential purpose.

9.9 The above warranty DOES NOT apply to any Software or Firmware made available for testing or demonstration purposes, any temporary software modules or any Software or Firmware for which Conpleks Robotech does not receive a license fee. All such Software products are provided AS IS without any warranty whatsoever.

**10.0 Data Protection and Use**

10.1 Conpleks Robotech collects and processes data and other information regarding the licensee and use of the licensed Software, including use of Software by the licensees' own users, employees etc. Data that users may enter into the licensee's software is also collected and processed.

10.2 Data and other information that is collected and processed by Conpleks Robotech is done to ensure that the licensed Software is in compliance with Conpleks Robotech's Software and Firmware Licensing Agreement as well as for statistical and product development purposes to improve quality, usability and customer service.

10.3 Conpleks Robotech takes appropriate technical and organizational security measures to protect the collected data against accidental or unlawful destruction, loss or alteration, and from being made known to any unauthorized third party or organization, or misused or otherwise treated in violation of the Danish Personal Data Protection Act.

10.4 Upon request the licensee will receive documentation of any data or other information that Conpleks Robotech has collected, registered and or processed, and Conpleks Robotech will correct or delete any information or data that is incorrect or misleading on request.

10.5 Conpleks Robotech continuously reviews and verifies the information to ensure that no incorrect or misleading information is processed. In addition, Conpleks Robotech ensures that processing of information is in a data environment that meets current security requirements.

10.6 Personal data will never be disclosed to third parties. Statistical data and data that has been anonymized may be disclosed to third parties in relation to product development and marketing purposes.

10.7 For inquiries or questions please contact our Data Controller, Tom Simonsen, at [contact@conpleks.com](mailto:contact@conpleks.com)

**11.0 E-commerce Act Disclosure Requirements**

11.1 Conpleks Robotech shall comply with all obligations regarding disclosure of information as required by service providers in accordance with the Danish Law on Services in the Information Society including certain aspects of electronic commerce, E-Commerce Act.

11.2 To simplify communication between licensee and Conpleks Robotech, Section 10 and Section 11, paragraph 1 and Section 12 of the E-Commerce Act are waived to the extent possible as provisioned in Section 13, paragraph 2 of the E-Commerce Act.

**12.0 Contractual Basis**

12.1 The overall agreement between Conpleks Robotech and the licensee is constituted by the written agreement or purchase confirmation, these licensing conditions, Conpleks Robotech's General Conditions of Sale and Delivery and Warranty Terms and Conditions - in that order.

**13.0 Choice of law and venue**

13.1 All disputes shall be governed by the laws of Denmark excluding all conflict of laws principles and excluding the United Nations Convention on the International Sale of Goods (CISG) if applicable.

13.2 Any disputes shall be settled in the District Court of Holstebro, Denmark or the Western High Court of Denmark, respectively.