

## 1 Grant of License

This Software License Agreement (hereinafter referred to as "Agreement") covers Prosys OPC UA Forge software (hereinafter referred to as "Software") licensed by the user hereunder (hereinafter referred to as "You" or "you").

Prosys OPC, having registered company name Prosys OPC Ltd (hereinafter referred to as "Licensor"), Finnish company with domicile in Espoo and address Tekniikantie 14, FI-02150 Espoo, Finland, grants you the right to use the Software subject to the following terms.

## 2 Period of Agreement

This Agreement will enter into force when you install or use this Software for the first time. By installing or using the Software, you accept this Agreement binding on you.

## 3 Evaluation Versions of the Software

You may use some versions of the Software for evaluation purposes. The use of such versions of the Software for any other purpose (including use in your business activities) requires a purchase of a valid license, which you can obtain from the Licensor against a payment of the license fee.

You are not allowed to distribute, sell, rent, lease or bundle with your own products, systems and services or otherwise use commercially the Software or any part of the Software. You are also not allowed to modify or distribute materials, files or data produced by the Software, regardless of the way how such a distribution takes place.

The Licensor is not obligated to make any evaluation version code commercially available, and any feature of the Software is subject to change without notice. Parts of the evaluation version code are not considered to be at the level of performance and compatibility of the final, commercially available product. Such code may not operate correctly and may be substantially modified prior to commercial release.

Evaluation/demonstration versions of the Software are provided "AS IS" without warranty of any kind.

The Licensor may include different practical limitations to the evaluation versions of the Software. Limitations may include (but not restrict to) time limited use of the Software or materials produced by the Software. Practical limitations may appear in the Software, documentation or materials produced by the Software. In any case the Licensor has the absolute right at any time to terminate use of evaluation versions with immediate effect.

## 4 Right to Use and Restrictions

If you obtained the Software from the Licensor or one of its authorized resellers, and subject to your payment of applicable license fees and your compliance with the terms of this Agreement, the Licensor grants to you a non-

exclusive license to install and use the Software in the manner and for the purposes described in the product documentation.

This Software is licensed per Computer and/or per site license agreement, where Computer means physical hardware, virtual machine, or container. You shall restrict the installation and use of the Software on only as many Computers, for which you have purchased a valid license. In case a license has been sold to be used on a specific Computer, you may not transfer the license (install the Software) to another Computer without a written permission of the Licensor and paying the applicable service or license fee.

For a single Computer, the Software is considered in use when any portion of the Software is loaded in memory or virtual memory. The quantity of the Software in use, is considered to be the maximum number of Computers on which the Software is loaded in memory or virtual memory at any time.

The Software is not a substitute for the exercise by you of professional judgement, testing, safety, and utility in your use. The Licensor is not responsible for any results which are obtained by using the Software, including the adequacy of testing of reliability and accuracy of any solution designed using the Software.

The Software is not designed or intended for mission critical or fail-safe operation or production, or use in critical safety systems including but not limited to nuclear facilities or activity, production or operation of weapon systems, aircraft communication and control, life critical healthcare systems or any life-support equipment or other situations in which case failure of the Software could lead to loss of production, radiation, chemical and environmental damages, injury and contamination as well as death, personal injury or severe physical damages.

Except as provided in this Agreement, you may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit or receive the Software, media or documentation. You acknowledge that the Software and its source code remain a confidential trade secret of the Licensor or its suppliers and therefore you agree not to modify the Software or attempt to copy or emulate functions, or decipher, decompile, disassemble or reverse engineer the Software.

If you purchased the Software as an upgrade, it constitutes a single product together with the product that you upgraded and may not be used to increase the total number of your licenses of the Software. You may use the upgraded product only in accordance with this Agreement.

## 5 Rights to the Software

All proprietary rights to the Software and the related materials belong to the Licensor or its contracting parties. The license does not give you any ownership or title to the

Software.

All intellectual property rights associated with or arising from the Software including copyright, trade secrets, patents and trademarks belong to the Licensor.

Any reproductions of any portion of the Software by you shall include any proprietary and statutory copyright notices present in the original Software.

## 6 Termination of the License

Notwithstanding the provisions above, the Licensor shall have the right to terminate this Agreement with immediate effect in case of any breach of this Agreement by you.

On the expiration of this Agreement, you shall return to the Licensor the Software and the support material or verifiably destroy it.

## 7 Limited Warranty

The Licensor warrants that the Software, as updated and when properly used, will perform substantially in accordance with its accompanying documentation, for a period of 1 year from the date of receipt. Any implied warranties on the Software are limited to 1 year.

The Licensor's entire liability and your exclusive remedy shall be, at the Licensor's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet the Limited Warranty, and which is returned to the Licensor. This Limited Warranty is void if the Software fails as a result of accident, abuse, misapplication or if used in connection with other software differing to specifications and instructions. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

To the maximum extent permitted by applicable law, the Licensor and its suppliers disclaim all other warranties, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, with regard to the Software and the accompanying documentation.

To the maximum extent permitted by applicable law, in no event shall the Licensor be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out the use of or inability to use the Software, even if the Licensor has been advised of the possibility of such damages. In any case, the Licensor's entire liability under any provisions of this Agreement shall be limited to the amount actually paid by you.

The warranties given in this article constitute the only representations and warranties made by the Licensor with respect to defects or non-conformities in the Software and are in lieu of all other warranties, whether expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.

## 8 Infringement of Intellectual Property Rights

The Licensor warrants that the Software does not infringe third party intellectual property rights. The Licensor shall at its own expense indemnify you against claims presented against you that the Software infringes third party intellectual property rights that you promptly notify the Licensor in writing of such presented claims and you permit the Licensor to defend or settle the claims on behalf of you and give to the Licensor, at the request of the Licensor and at the Licensor's expense, all necessary information and assistance available and the necessary authorizations. The Licensor shall pay all damages awarded in a trial or agreed to be paid to a third party if you have acted in accordance with the foregoing.

If in the reasonable opinion of the Licensor the Software infringes third party intellectual property rights or if such infringement has been confirmed in a trial, the Licensor shall and may at its own expense and discretion either (a) obtain you the right to continue use of the Software; (b) replace the Software with a product or service that complies with the Agreement and corresponds to the Software; or (c) modify the Software in order to eliminate the infringement in such a manner that the modified Software complies with the Agreement. If none of the above-mentioned alternatives is available to the Licensor on reasonable terms, you shall, at the request of the Licensor, stop using the Software and return it, and the Licensor shall refund the price paid by you for the Software less the proportion of the price corresponding to the actual time of use.

The Licensor shall, however, not be liable if the claim (a) is asserted by a company, which exercises control over you or which is controlled by you within the definition of control laid down in the Accounting Act; (b) results from your alteration of the Software or from compliance with your written instructions; (c) results from use of the Software in combination with any product or service not supplied or approved by the Licensor; or (d) could have been avoided by the use of a released product or service that complies with the Agreement and corresponds with the Software and which product or service is offered for your use by the Licensor without separate charge.

The Licensor's liability for infringement of intellectual property rights in the Software shall be limited to the above terms concerning infringement of intellectual property rights.

## 9 Export Restrictions

You agree to comply with all applicable export and re-export controls, embargoes and economic and trade sanctions, the laws and regulations, including in any event those of the United States, European Union, any Member State of the European Union, the United Kingdom, and the United Nations Security Council ("Export Restrictions"). In the event that you fail to comply with or violate any Export Restrictions in connection with the Software, the Licensor will have the right to take action in accordance with the terms of this Agreement and as required by Export Restrictions or applicable law. Further, you will indemnify and hold

harmless the Licensor, its affiliates and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to your noncompliance with any provision outlined in this Agreement, including your violation or alleged violation of any Export Restrictions.

## 10 Updates, Supplements and Services

These terms shall also apply to any updates, supplement, Internet-based service, and support services for the Software. These terms may be supplemented or amended by the terms accompanying the items.

## 11 Third Party Software Components

This Software utilizes third party software components and you can find information about them from the delivery of the Software, and you agree to comply with the respective component specific license terms. Third party components included in the delivery may not be used apart from the Software of which they are components.

## 12 Invalid Clauses

In case one or more provisions of this Agreement are invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby.

## 13 Applicable Law and Dispute Settlement

This Agreement shall be governed by and construed under the laws of Finland excluding the rules of conflicts of laws of the Finnish legislation.

The competent court of the domicile of the Licensor shall have jurisdiction in any dispute arising out of this Agreement.

September 29, 2023

PROSYS OPC LTD  
Tekniikantie 14  
FI-02150 Espoo  
Finland  
Phone +358 9 420 9007  
sales@prosysopc.com  
www.prosysopc.com