



Terms of use

Michael Weinig AG – Machine Monitor (MM) terms of use

1. General

1.1. By registering the app, the user recognizes the application of the following regulations.

2. Software license

2.1. The licensed WEINIG App and extent of the license are subject to individual contractual provisions where applicable.

Otherwise, WEINIG grants the user a simple, non-transferable right to use the app for an unlimited period. Where the user wishes to extend the use of the WEINIG App to a larger number of clients and/or servers (extended use), WEINIG may extend the right of use granted to the user based upon the charges provided in the WEINIG price list.

2.2. Rights of use arising from results achieved during execution of the contract are only transferred to the customer insofar as the customer requires these in accordance with the contractual purpose; otherwise, these remain with WEINIG. Where the contractual partner acquires the (joint) copyright to such results, WEINIG reserves a simple right of use for internal use.

2.3. The user is entitled to create a backup copy of the app provided and of the Machine Monitor. The backup copy may not be used on any other smartphone, computer or similar than that on which the software is installed. Upon request, the user shall demonstrate to WEINIG specifically how its backup procedure is organized.

2.4. The user is not entitled, without prior written consent from WEINIG, to grant sublicenses for the WEINIG App or to undertake amendments, processing or program links with other programs or to use the WEINIG App or commission its use via third parties as a template for program developments either in part or in whole. Where the user intends to transfer WEINIG products to a third party, the user shall immediately notify WEINIG and provide the name and address of the third party. It is a requirement that no copies of the WEINIG products remain with the user and that the user effectively obliges the third party to enter into the same contractual obligations that exist between the user and WEINIG.

2.5. The parties agree that the WEINIG products are protected by copyright and contain secret and non-secret know-how. Copyright notices and other identifiers relating to WEINIG may not, therefore, be removed or altered and must always be transferred when making authorized copies. The user is prohibited from translating, redeveloping, decompiling or disassembling the WEINIG App delivered in source code or object code. WEINIG shall provide the user with information required to establish interoperability with other software and exclusively for this purpose. The operating description must not be altered. The user shall ensure that the WEINIG products are not made available to unauthorized third parties whereby, for the purpose of these provisions, third parties also includes companies associated with the user pursuant to § 15 of the German Companies Act (Aktiengesetz).

2.6. WEINIG is entitled to implement internal protective measures within the program – even subsequently – that may also serve to monitor contractual use of the app. The end customer particularly grants WEINIG the right to inspect the WEINIG licenses used following prior notification. WEINIG shall inform the user as to the nature of such protective measures. Should the user damage these protective measures, this shall terminate its right of use to the app. Any user code or similar data required to commence usage shall be provided to the user by WEINIG within three working days following its request.

2.7. By separate agreement, WEINIG shall undertake servicing and maintenance of the WEINIG App with the respective user documentation and shall render support services to the user pursuant to these general terms and conditions.



3. Costs

- 3.1.** Following any test phase granted, use of the app shall be subject to charge. The applicable annual fee for the user shall be based upon the current applicable price list.
- 3.2.** WEINIG is entitled to assign receivables from a license agreement to a WEINIG sales partner (assignment), without having to inform the user of this separately. Upon assignment of the receivables, the WEINIG sales partner shall become the user's creditor.
- 3.3.** In the event of assignment of receivables by WEINIG, all payments shall be paid to the account of the WEINIG sales partner.

4. Termination of rights of use

- 4.1.** The right of use granted shall be terminated if the user either makes program copies that infringe the contract or forwards copies of the app or program to third parties without WEINIG's consent. The same applies where the user infringes a contractual obligation in a manner that is not merely immaterial.
- 4.2.** In such a case, the user is obliged to return the app upon first request from WEINIG and to destroy any copies. In addition, the user is obliged to compile a complete list of operators to which it has forwarded copies of the program or operating description and of all those working with copies unauthorized by WEINIG of whom it is aware. The user has no entitlement to a refund of the license fee.
- 4.3.** In case of the events listed under point 4.1, the user shall be obliged to pay a contractual penalty equivalent to twice the license fee per infringement subject to a maximum contractual penalty in the amount of 10 times the license fee. The contractual penalty shall not prejudice further claims for damages.
- 4.4.** Where the user defaults on payment, the right to use the app shall be held in abeyance.

5. Liability

- 5.1.** WEINIG shall be liable without limitation in the event of willful intent, gross negligence, loss of life, physical injury or damage to health (personal damage), malice, acceptance of a guarantee for the quality of an item, liability in accordance with the German Product Liability Act (Produkthaftungsgesetz) and infringement of material contractual obligations. WEINIG shall not be liable for indirect damages, particularly loss or loss of profit.

6. Delivery

- 6.1.** Subject to contractual agreement, the user shall receive each set of access details in electronic or printed form.
- 6.2.** The user is obliged to inspect the WEINIG App immediately upon receipt with regard to functionality and to immediately inform WEINIG in writing of any defects.

7. Applicable law / Place of jurisdiction

- 7.1.** German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- 7.2.** The place of jurisdiction for all claims arising from these terms of use is the court serving the place of the registered office of WEINIG. However, WEINIG is entitled to assert claims against the user in courts serving the place of the user's registered office.



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Registered office, Tauberbischofsheim

District court Mannheim HRB 560227

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Chairman of the supervisory board: Dr. Thomas Bach

Management board: Wolfgang Pöschl (CEO), Gregor Baumbusch, Gerald Schmidt

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