General Terms and Conditions (GTC) for Software (Purchase, Subscription – German Law)

Valid as of 1 August 2026

§ 1 Preamble and Scope

(1) Klingelnberg GmbH, Peterstraße 45, 42499 Hückeswagen, Germany (hereinafter also referred to as “Klingelnberg” or the “Licensor”) develops and distributes software applications. Klingelnberg licenses rights to use software applications developed by Klingelnberg to third parties. The subject matter of these GTC is the transfer of software applications by the Licensor to the Licensee for an indefinite period (“Purchase”) or for a limited period (“Subscription”).

(2) If, in addition to the Purchase or Subscription of the contractual software, the parties also contractually agree on the purchase of hardware components, Klingelnberg’s General Terms and Conditions of Sale and Delivery (German law) shall apply to such purchase.

(3) If the parties have additionally agreed on maintenance of the contractual software, the General Terms and Conditions for Software Maintenance Agreements shall apply in addition.

(4) If the parties have also agreed on the hosting of the contractual software by Klingelnberg, Klingelnberg’s General Terms and Conditions for Software Hosting (German Law) shall apply in addition.

(5) All of the aforementioned GTC of Klingelnberg are available at https://klingelnberg.com/agb

(6) The overall agreement (“Agreement”) generally consists of an offer from Klingelnberg, a specification of services and all respectively applicable GTC of Klingelnberg. In the event of contradictions between the contractual documents, the following order of precedence shall apply, with the lower number taking precedence over the higher number:

1. Offer from Klingelnberg
2. Specification of services by Klingelnberg
3. GTC of Klingelnberg, to the extent applicable; as between them, in the event of contradictions, the GTC that are more specific with regard to the services concerned shall take precedence over the more general GTC.

(7) Unless expressly agreed otherwise in writing, the respectively applicable GTC of Klingelnberg shall apply to all contractual relationships with customers (hereinafter also referred to as “Licensee” or “Customer”) in connection with the transfer of software applications concluded between Klingelnberg and the Customer. They shall also apply to future business relationships, even if they are not expressly agreed again. Deviating, conflicting or supplementary general terms and conditions of the Customer shall become part of the Agreement only if and to the extent that Klingelnberg has expressly agreed to their applicability in writing. This requirement for consent shall apply in all cases, in particular also if Klingelnberg, with knowledge of the Customer’s general terms and conditions, carries out a delivery or service to the Customer without reservation.

§ 2 Conclusion of the Agreement

(1) Offers from Klingelnberg are non-binding unless they are expressly designated as binding in the text of the offer. The Agreement shall only be concluded upon signature by both parties or when Klingelnberg confirms the order to the Customer in writing.

(2) Ancillary agreements and amendments require mutual written confirmation.

(3) Delivery periods that are not expressly agreed in writing as binding are non-binding.

§ 3 Services of the Licensor

(1) The Licensor shall provide the Licensee with the contractually agreed software application (“Contractual Software”) for use for the contractually agreed limited period (Subscription) or unlimited period (Purchase) in accordance with the terms set out herein.

(2) The installation of the Contractual Software is generally carried out by Klingelnberg and is a mandatory contractual component of every software licence agreement. The Licensor’s services do not include customer-specific adaptations of the Contractual Software, training, configuration or any other services or work performances beyond the transfer of the Contractual Software and software maintenance. Additional services must be separately commissioned by the Licensee.

(3) Klingelnberg shall provide the Contractual Software to the Licensee together with any associated licence key electronically (“electronic delivery”). The Licensee shall receive electronic documentation (e.g. operating instructions, help files, other technical information and documents) in the same manner.

(4) These GTC and the respectively applicable GTC (see § 1 of these Terms) shall also apply to new program versions of the Contractual Software provided as part of software maintenance (e.g. patches, bug fixes, updates, upgrades, etc.).

(5) The documentation for the Contractual Software describes in detail which functions and services can be achieved by the Contractual Software when used in accordance with the Agreement (“Specification of Services”). The respective Specification of Services alone shall be decisive in this respect for the agreed quality of the Contractual Software and its intended use.

(6) In the case of Subscription Licences, the Licensor is entitled to amend the Specification of Services unilaterally and with binding effect in the course of updates to the Contractual Software, provided this does not result in the loss of material functionalities existing at the time the Agreement was concluded. Subscription Licensees shall have no claim to the continued existence of individual functions or characteristics of the Contractual Software that do not materially impair its intended use. The foregoing rights of the Licensor shall not apply in an individual case to the extent that the amendment to the Specification of Services or the lack of continued existence of the functions or characteristics is unreasonable for the Licensee, also taking into account the interests of the Licensor.

(7) In the case of Subscription Licences, care and maintenance for the Contractual Software are included for the respective contract term. In the case of a Purchase of the Contractual Software, care and maintenance may be agreed separately. In both cases, the General Terms and Conditions for Software Maintenance Agreements shall apply.

(8) For the use of individual new functions or groups of functions (“Modules”) that may be delivered to the Subscription Licensee with software updates, further licence and maintenance fees may become payable at the Licensor’s discretion. The remuneration for the use of the new functions and Modules shall be regulated by individual agreement by way of an addendum to the software licence agreement; an automatic right of use by the Subscription Licensee is excluded. The Subscription Licensee is not obliged to make paid use of them.

(9) Following reasonable notice, the Licensor reserves the right, even before the expiry of the contract term of the Subscription or, in the case of a Purchase of the Contractual Software, before the expiry of separately agreed software maintenance, to exclude individual parts or functions of the software from maintenance. The rights of use granted in the Contractual Software shall remain unaffected thereby. However, the Licensee will then no longer be provided with bug fixes or new versions of the Contractual Software. The foregoing right of the Licensor shall not apply in an individual case to the extent that this is unreasonable for the Licensee, also taking into account the interests of the Licensor.

§ 4 Rights of Use of the Licensee

(1) The Licensor grants the Licensee a simple, non-exclusive and non-transferable right of use for the Contractual Software, limited to use in accordance with the Agreement. In the case of a Purchase of Contractual Software, the right of use is unlimited in time. In the case of a Subscription Licence, it is limited in time to the duration of the underlying Agreement. The right of use is limited to the contractually agreed licence parameters and quantities. Any use of the Contractual Software beyond the agreed scope is impermissible.

(2) The Licensee may use the Contractual Software only for its own business purposes and for the benefit of the Licensee’s group

companies under unified management. The right of use is granted exclusively for the country in which the Licensee has its registered office. The right of use may be exercised only on the network for which the licence was acquired.
(3) To the extent components of the Contractual Software are subject to an open source licence, the Licensee receives the rights of use from the creators of the open source software in accordance with the open source licence. If the terms of such an open source licence conflict with the terms of these GTC or the respectively applicable GTC (see § 1 of these Terms), the terms of the open source licence shall take precedence. The terms of the open source licence shall be made available to the Licensee by the Licensor upon request.
(4) The right of use in purchased Contractual Software is granted subject to revocation until the licence fee has been paid in full.

§ 5 Cooperation Obligations of the Licensee
(1) The Licensee is obliged to perform all necessary cooperation obligations free of charge and in due time. This includes, in particular, providing the necessary hardware, creating and maintaining for the period of use the system requirements necessary for proper operation in accordance with the Specification of Services, granting system access, performing regular data backups and keeping other risks of disruption to the system as low as possible.
(2) In the event of a service disruption, the Licensee shall inform the Licensor of the disruption without undue delay.

§ 6 Remuneration
(1) The amount of remuneration owed for licensing the Contractual Software ("Licence Fee") shall be agreed separately between the Licensor and the Licensee.
(2) Payments by the Licensee to the Licensor for the transfer of the Contractual Software shall be due for payment without deduction within 14 days of invoicing. All prices are net prices plus statutory value added tax. The remuneration for Subscription Licences shall be invoiced to the Customer monthly in advance. Fees for care and maintenance are included in Subscription Licences.
(3) Set-off or the exercise of a right of retention by the Licensee is permissible only with counterclaims that are undisputed, acknowledged or finally and bindingly established by a court.
(4) If the labour cost index for Germany published by the Federal Statistical Office in the sector "Computer programming, consultancy and related activities J62" has increased since conclusion of the Agreement, the Licensor may unilaterally increase recurring remuneration agreed on the basis of the change in the index by the same percentage ratio. The Licensor may make the increase no earlier than with effect as of the expiry of one year after conclusion of the Agreement. It must be announced at least 3 months before it takes effect. If the index increases again compared with the last increase, this provision shall apply accordingly once per contract year. If the index is replaced by another index, the then current index shall apply to any future price increase.

§ 7 Contract Term for Subscription Licences
(1) In the case of Subscription Licences, the minimum term is 36 months and begins upon provision of the Contractual Software.
(2) After expiry of the minimum term, the Agreement shall automatically renew for further periods of twelve months each (renewal period), unless it is terminated in writing by either party upon three months' notice either with effect as of the expiry of the minimum term or of the respective renewal period.
(3) The right to terminate for good cause shall remain unaffected. Good cause entitling Klingelnberg, at its discretion, to terminate without notice and/or to temporarily suspend performance exists if (a) the Licensee is in default with payment of remuneration in an amount corresponding to at least two months or (b) insolvency proceedings have been opened over the assets of the Licensee and/or the Licensee is at risk of inability to pay.

§ 8 Consequences of Termination of the Subscription Licence
(1) Upon termination of the Subscription Licence, irrespective of the legal reason, all rights of use of the Licensee in the Contractual Software shall end.
(2) After expiry of a Subscription Licence, the Licensee shall ensure that the Contractual Software is no longer used and is deleted from all computers and data carriers of the Licensee. The Licensee shall provide proof of this at the Licensor's request.

§ 9 Warranty
(1) The Contractual Software is defective if, when used in accordance with the Agreement, it deviates from the contractually agreed quality and thereby the intended use by the Licensee is impossible or unreasonably reduced. Defects in the Contractual Software shall be remedied a) in the case of a Purchase of Contractual Software within the warranty period of one year from delivery or b) in the case of Subscription Licences within a reasonable period. At Klingelnberg's option, this shall be done either by delivery of an update or by reasonable instructions for action.
(2) If Klingelnberg is unable to remedy the defect, if the remedy is delayed beyond a reasonable period set for this purpose, or if it fails for other reasons despite three attempts to remedy the same defect, the Licensee shall be entitled to rescind the Agreement or demand a reduction. However, the right to rescind exists only if there is a material defect by which the contractual use of the Contractual Software is either impossible or materially reduced. Klingelnberg prohibits the Licensee from carrying out substitute performance on the Contractual Software itself.
(3) If it transpires that no material defect exists and the Licensee could have recognized this by exercising the required care, Klingelnberg shall be entitled to charge the processing effort for analysing the alleged error reported by the Licensee as a material defect at remuneration that is reasonable and customary in the locality at that time.
(4) Warranty claims shall lapse to the extent defects are attributable to changes to the Contractual Software, improper use or the use of hardware or software environments that have not been approved.

§ 10 Liability
(1) Klingelnberg shall be liable for claims:
- arising from culpable injury to life, limb or health of persons,
- under the German Product Liability Act (Produkthaftungsgesetz),
- arising from non-compliance with a guarantee,
- due to fraudulent concealment of a defect, or
- arising from an intentional or grossly negligent breach of duty

without limitation in accordance with the statutory provisions.
(2) In all other respects, Klingelnberg's liability shall be limited or excluded as follows:
a) In the event of a breach of material contractual obligations caused by ordinary negligence, liability shall be limited to the typical damage foreseeable at the time of conclusion of the Agreement. A material contractual obligation is an obligation that the Agreement, according to its content and purpose, is specifically intended to impose on the Licensor or the fulfilment of which is essential for the proper performance of the Agreement and on compliance with which the Licensee regularly relies and may rely.
b) Licensor and Licensee assume that the typical and foreseeable damage at the time of conclusion of the Agreement corresponds, in the case of purchase licences, at most to the purchase price and, in the case of a Subscription, at most to the annual amount of the Licence Fee, but shall not exceed EUR 50,000.00.
c) In the event of a breach of non-material contractual obligations caused by ordinary negligence and in the case of other breaches of duty caused by ordinary negligence, Klingelnberg's liability is excluded.
d) Damages for the restoration of destroyed or lost data shall be limited to the effort that would have been required for restoration if the Licensee had performed proper data backups. In no event, however, shall damages exceed the limitations of liability under this § 10.
e) Strict liability pursuant to § 536a para. 1 alternative 1 of the German Civil Code (BGB) is excluded.
(3) Contractual claims for damages of the Licensee against the Licensor shall become statute-barred 12 months after knowledge of the circumstances giving rise to the claim. This shall not apply to the claims referred to in paragraph 1.
(4) The foregoing provisions of paragraphs 1 to 3 do not entail any change in the burden of proof to the detriment of the Licensee.
(5) The liability agreed herein shall also apply for the benefit of the Licensor's statutory representatives, executive bodies, subcontractors and vicarious agents, to the extent that they are independently liable to the Licensee.

§ 11 Liability for Indirect Damage
The Licensor shall not be liable for indirect damage resulting from defective Contractual Software, such as production downtime, loss of profit and additional consumption of material. § 12 para. 1 of these GTC shall remain unaffected.

§ 12 Confidentiality
(1) The contracting parties shall mutually keep confidential such facts, documents and knowledge of which the other contracting party informs them in the course of performing the Agreement, provided that the respective information is designated as requiring confidentiality or there is an evident interest in maintaining its confidentiality ("Confidential Information"). The contracting parties shall also maintain silence regarding the conclusion, subject matter and content of this Agreement. Publications by the Licensee regarding conclusion of the Agreement may only be made with Klingelnberg's prior written consent. The contracting parties further undertake to use Confidential Information exclusively for performance of the Agreement and to make it accessible only to those of their employees and advisers who require the Confidential Information for implementation of the Agreement and who are themselves bound to confidentiality in the same manner. In particular, they shall not make Confidential Information received the subject of their own developments or use it for further development of their own products, nor shall they make it the subject of applications for intellectual property rights or assert it against applications for intellectual property rights of the disclosing contracting party.
(2) The duty of confidentiality and the restrictions on use shall not apply to the extent the respective Confidential Information demonstrably
- is state of the art accessible to the general public or becomes so without any involvement of the receiving contracting partner, or
- was already known to the receiving contracting party or is disclosed to it by a third party entitled to disclose it, or
- is developed by the receiving contracting party without making use of the Confidential Information, or
- must be disclosed due to mandatory statutory provisions or orders by public authorities.
(3) If the contractual relationship and the cooperation between the contracting parties are terminated, each contracting party shall, at the request of the other contracting party, be obliged to return the Confidential Information received from the other contracting party or, at that party's request, to destroy it. Electronically stored data shall in this case be deleted completely.
(4) These obligations and restrictions on use shall commence upon first receipt of the Confidential Information and shall end 10 years after complete performance of the respective Agreement for the performance of which the information was disclosed.

§ 13 Data Protection
If Klingelnberg processes personal data for the Licensee that is subject to the General Data Protection Regulation (GDPR), the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR on the basis of a template provided by Klingelnberg.

§ 14 Provision of Anonymised Usage Data
(1) Klingelnberg is entitled to collect, process and use statistical data regarding the use of the Contractual Software, provided this is done in accordance with the following provisions.
(2) Statistical usage data includes in particular:
- intensity of use
- technical metadata (e.g. response times, error rates)
- system and log data
- aggregated information about functions used

(3) The evaluation is carried out in anonymised and, where applicable, aggregated form so that conclusions about individual users are not possible.
(4) The purpose of data collection is in particular:
- ensuring operation and system security (to the extent agreed)
- error analysis and performance optimisation
- further development and improvement of the Contractual Software
- creation of anonymised usage statistics

(5) Access to the data on the respective devices generally takes place in the course of service checks that are required in any event, by physical connection of a corresponding diagnostic device, by remote access or, in the case of hosting by Klingelnberg, via the Internet.

§ 15 Audit Right
(1) Klingelnberg is entitled to audit the Licensee's use of the Contractual Software in accordance with the Agreement. For this purpose, Klingelnberg may collect from the Licensee the usage data of the Contractual Software required for this purpose.
(2) Klingelnberg may, at its own discretion, also review the required usage data itself at the Customer's respective installation site or have it reviewed by an IT expert selected by Klingelnberg who is bound by confidentiality. A review of the relevant usage data at the Customer's installation site may take place only if there are indications that the Licensee is using the Contractual Software in breach of the Agreement. The review must not unreasonably impair the Licensee's normal business operations.
(3) If use in breach of the Agreement is identified, the Licensee is obliged to retroactively license the missing scope of use. Further claims are reserved.

§ 16 Force Majeure
(1) Klingelnberg shall not be responsible for delays in performance due to force majeure or situations equivalent thereto. In such cases, Klingelnberg is entitled to postpone performance of the service affected by force majeure for the duration of the impediment plus a reasonable start-up period.
(2) Force majeure is an external event that is unforeseeable and cannot be prevented, or cannot be prevented in time, even when applying the care reasonably to be expected and technically and economically reasonable means, including related governmental or sovereign measures. Force majeure may exist in particular in the following events: war, rebellion, unrest, embargo, explosion, fire, flooding, severe weather, terrorist attacks, sabotage, nuclear and reactor accidents, pandemics or widespread failure of power or communication networks / the Internet.
(3) To the extent an event of force majeure continues for more than 60 days and the parties cannot find a way to provide the affected services, the parties may terminate the Agreement extraordinarily upon one (1) month's notice to the end of a month.

§ 17 Assignment
The assignment and/or transfer of the Licensee's rights and obligations under this Agreement is not permitted without Klingelnberg's written consent.

§ 18 Export Control Provisions
Delivery of the Contractual Software may be subject to the export control provisions of the Federal Republic of Germany, the European Union, Switzerland, the United States of America or other countries. Deliveries and services are subject to the condition that performance is not prevented by any obstacles arising from national or international regulations, in particular export control provisions as well as embargoes or other sanctions.

§ 19 Ancillary Agreements
This Agreement, together with its annexes, constitutes the entire agreement between the parties. No tacit, oral or written ancillary agreements have been made. Amendments or supplements to these GTC and to the respectively applicable GTC (see § 1 of these Terms) shall be effective only if agreed in writing. This shall also apply to any amendment of the written form requirement.

§ 20 Place of Jurisdiction and Applicable Law
(1) For agreements with merchants, persons who act in the exercise of their commercial or independent professional activity when concluding the Agreement (entrepreneurs), as well as with legal entities under public law, Cologne is agreed as the exclusive place of jurisdiction.
(2) These GTC and the respectively applicable GTC (see § 1 of these Terms) and all agreements concluded under their application shall be governed by substantive German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG – United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980).

§ 21 Severability Clause
Should any provision of this Agreement or its annexes be or become invalid or contain a gap, the validity of the remaining

provisions shall, in case of doubt, remain unaffected thereby. In place of the invalid provision, a valid provision shall be deemed agreed that comes closest in economic terms to what the parties intended. The same shall apply to the filling of any gap.