

## **TQ-Systems Software License Agreement Version 1.0.4**

Copyright (c) 2018-2024 TQ-Systems GmbH <license@tq-group.com>, D-82229 Seefeld, Germany.  
All rights reserved.

It is permitted to copy and distribute this document true to word.

The software is classified as product-specific software and bound to the use with TQ-Systems GmbH hardware (product).

The software is provided exclusively in machine-readable form (binary or object code).

### **§1 Scope of Use and Usage Period**

1. The rights to the TQ-Systems GmbH (TQ) software - in particular the copyright and additional industrial property rights - shall remain exclusively with TQ even if the software has been modified by you or your company.  
You are prohibited from using this Software in any way other than as described in the following provisions of this Agreement.
2. The ordinary, non-exclusive right to use the Software shall only apply in direct connection with the product.  
Product means that the hardware has been produced by TQ or a company affiliated with TQ and that the software has been developed specifically for that hardware.  
You are prohibited from using the software developed by us on products from third parties.  
Any transfer to third parties is bound by the provisions of this Agreement.
3. You may not modify, reverse engineer or translate the Software.  
To the extent that our software uses third party software components as a work and the license terms applicable to those third party software components conflict with the previous point of this subsection, the following applies to them.  
For the third party software components, we grant you the right to obtain permission to modify our software in binary form solely for your own use and to perform reverse engineering to debug those modifications. You may not distribute the modified version to any third party in any format.
4. Any use of the software that goes beyond the scope of the previous provisions requires our written consent.
5. We reserve the right to assert claims for damages.
6. You are only entitled to sub-license the software in connection with TQ hardware.
7. In the event of sub-licensing, you must also ensure that no additional rights to the Software are granted to sublicensees other than those granted to you under these License Terms.
8. If you transfer your rights to the Software to any third party, you must destroy any untransferred copies of the Software.

### **§2 Warranty; Liability**

1. We expressly point out that it is not possible according to the state of the art to develop more complex software in such a way that an error-free function is guaranteed under all application conditions. We therefore only guarantee that the delivered software is suitable for contractual use in accordance with the description created or accepted by us.
2. In the event of major, significant and reproducible deviations of the software functionality from the product description or specification, we are entitled, at our discretion, either to refund the purchase price paid by you or to carry out subsequent performance in the form of a new delivery or repair of the product, within a reasonable period of time. If, within the framework of the supplementary per-

formance chosen by us, we are unable to eliminate the considerable deviations in the functionality of the software that have occurred within a reasonable period by providing a defect-free update or upgrade of the software or to circumvent them in such a way that you are able to use the software in accordance with the contract, you may claim a reduction in the agreed remuneration or withdraw from the contract. Any further claims are excluded to the extent permitted by law.

3. We do not warrant for minor deviations in the functionality of the software from the product description or specification.
4. The warranty period is one (1) year, unless longer periods are required by law. It begins with the acceptance of the software by you or - if a formal acceptance is not planned or does not take place - at the latest two (2) weeks after delivery or actual transfer.
5. We do not warrant or assume any liability beyond the scope of use described in paragraph 1 with respect to the proper selection, application and use of the Software.  
This applies in particular to improper use, in particular the use of incompatible hardware or software, modifications or extensions to the software made independently by or at your instigation, the culpable omission of a regular data backup and other cases of incorrect or negligent handling by you.
6. If you use the software outside these license terms, all warranty and liability claims are void. The aforementioned warranty or liability limitations shall not apply in cases of injury to life, limb or health, in cases of liability falling within the scope of the Product Liability Act, insofar as the software lacks a property or quality expressly warranted by us or we are at fault in the form of intent or gross negligence.

### **§3. Additional conditions**

1. A written notice (printed or digitally) has to be provided with the product which contains either a literal copy of this document or an Uniform Resource Locator (URL) to a literal copy of this document or a written EULA approved by TQ.
2. TQ may revise this License from time to time.  
Each Revision is identified by a Version number.  
You may either use this Software within the scope of this version of the license or under the conditions of a later version of the license.  
If the Software does not specify a version number of this license, you may choose any version of this license ever published by TQ.