

1 Special Software Licensing Conditions of Bott Systems GmbH

Updated on: 1/1/2026

1. Scope

(1) These Special Software Licensing Conditions apply in every case where software from Bott Systems GmbH ("**Bott**," "**we**") is licensed to you as a customer. They also apply to contracts for work or services pertaining to software (with the exception of software maintenance).

(2) Our offerings are always subject to change unless they are explicitly described as binding. Your order is considered an offer in the legal sense, which we can accept within two weeks of its receipt. Our acceptance constitutes the conclusion of a contract under these Special Software Licensing Conditions. We will send you an order confirmation to confirm the acceptance.

(3) We do not recognize any deviating, supplementary, or alternative conditions unless we have explicitly agreed to these in writing. This applies even if we provide goods or services unconditionally while being aware of the deviating conditions.

(4) In the case of any ambiguity and/or conflicts, the components of the complete contract apply in the following order of priority:

- individual agreements made in the offer and its annexes, including written addenda, amendments, or supplements;
- the present Special Software Licensing Conditions;
- Bott's General Terms and Conditions of Sale and Delivery, in the current version at the time when the contract was concluded;
- the statutory provisions.

2. Subject

(1) The subject of the agreement is the provision of our standard software, including plug-ins and add-ons ("**Software**"), within the scope of the licensing package defined in the offer, in the defined version, as well as the associated documentation. "**Licensing Package**" refers to various Software features and modules that we offer as a bundle. Unless explicitly agreed otherwise, the agreed version is considered to be the Software release that is current at the time of handover. The system environment requirements are described in the documentation.

(2) We provide you with certain Licensing Packages for the Software, either temporarily (for rent, Point 3) or permanently (for purchase, Point 4). For both rentals and purchases, there are two licensing models (Point 5): individual license and floating license. The Licensing Packages and the specifics of the license are defined in the offer.

(3) Unless otherwise agreed, we will provide you with the Software, documentation, any required license keys or access codes in the format of our choice: as a download, on a data carrier, by email, or by mail. Unless explicitly agreed otherwise, you are responsible for the installation of the Software. As long as payments are due on your part from the same legal relationship and are outstanding, we are entitled to withhold the Software and/or license key.

(4) The installation, adaptation, and implementation of the Software as well as any consultation or training are not part of the provision. Such services will be provided only by explicit agreement and under the conditions of Points 7 and/or 8.

(5) A "**Release**" describes a Software version that contains a specific functional scope. A new Release offers functionalities or improvements that differ significantly from the previous version or Release. An "**Upgrade**" describes a Release change. In contrast to a Release, an "**Update**" involves smaller improvements to existing functionalities or bug fixes. Overall, we refer to the respective version of the Software as the "**Version**".

(6) Where we provide information about the compatibility of our Software with specific devices, this information refers exclusively to the product types and any firmware Versions from the specified manufacturers that have been tested and named in each case. Please note that new firmware Versions can lead to incompatibilities with products from third-party manufacturers; therefore compatibility with third-party products is only guaranteed if this was confirmed by your Bott sales partner in advance.

3. Temporary provision of the Software (rental)

(1) If the Software is provided as a rental, you will receive a non-exclusive, non-transferable, non-sublicensable right, limited to the term of the rental (Contract Term), to install and use the Software in the object code. Unless explicitly agreed otherwise, the usage right is limited to the Release of the Licensing Package for the Software, as defined in the offer, that is current at the time of handover.

(2) You are entitled to utilize the Software within your own company, for your own purposes, within the scope of the defined licensing model (see Point 5) and the agreed licensing scope. The licensing model and licensing scope are established in the offer. "Company" also includes subsidiaries in which you hold at least a 50% share.

(3) Unless explicitly permitted in this agreement or by law, you are not entitled to (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, re-license, or transfer the Software; (b) grant third parties access to the Software; (c) integrate the Software into third-party software; (d) copy, manipulate, or circumvent the request for the licensing key; (e) deconstruct, decompile, translate, or otherwise attempt to obtain the source code or underlying ideas, algorithms, or file formats; or (f) obscure or remove distinguishing marks or identification in the Software. You are entitled to create a copy of the Software for backup purposes.

(4) After the end of the rental term, even without being specifically instructed to do so, you must completely cease usage of the Software, completely delete the copies of the Software, and provide proof of deletion upon request. If usage does not cease after the end of the Contract, we are entitled to request appropriate compensation for the continued usage. We reserve the right to assert further claims.

(5) We will offer you Updates to the Software at regular intervals. You are entitled to install and use these according to the provisions of this Point 3. We do not offer Updates for individually adapted Software; please note that we cannot guarantee the absence of bugs or faults after the installation of an Update to the standard Software.

(6) Where the Software contains open source software modules, rights are granted primarily under the respective open source software licensing conditions.

4. Permanent provision of the Software (purchase)

(1) If the Software is provided permanently, you will receive a non-exclusive, non-sublicensable, open-ended right to install and use the Software in the object code upon paying the purchase price in full. Unless explicitly agreed otherwise, the usage right is limited to the Release of the Licensing Package of the Software, as defined in the offer, that is current at the time of handover.

(2) You can provide the Software to a third party only as a whole while simultaneously, fully, and permanently ceding your own right to use the Software. Any temporary or partial transfer of use to third parties, whether paid or free of charge, is prohibited. The isolated transfer of licensing keys is not permitted. Moreover, any transfer of the Software requires our written permission. We will grant this permission if (i) you affirm in writing that you have transferred all original copies of the Software to the third party and (ii) the third party provides us with a written declaration of agreement regarding the Special Software Licensing Conditions established herein.

(3) Point 3 Paras. (2), (3), and (6) apply accordingly.

5. Licensing models

(1) Individual license: the individual license describes a licensing form in which the license is attached to a specific computer or another specific device within the company. You may install and run only as many copies of the Software within your company as you have purchased individual licenses. The Software shall not be used simultaneously by more than one processor on the device. In this licensing model, a licensing key must be installed on the respective devices in order to use the Software. It is not attached to specific persons within the company.

(2) Floating license: the floating license describes a licensing form that defines the maximum number of persons who can access the Software simultaneously (concurrent users). This limits the number of users who can utilize the Software at the same time. However, the license is not attached to specific natural persons or specific devices within the company. The Software can be installed on an unlimited number of devices within your company. In this licensing model, a central licensing database administers the licenses. The server registers the number of currently issued licenses and gives each fundamentally authorized user within your company the right to use the Software. Once the agreed maximum number of users has been reached, any additional user must wait until another user has ended the session, thereby making a license available.

(3) Transfers of licenses to other networks or to other computers within your company require our permission. We will grant this permission as long as it does not conflict with our legitimate interests and as long as compliance with the present Special Software Licensing Conditions remains assured even after the transfer. Our customer service department (bottsystems.service@bott.com) is responsible for transferring licenses.

6. Duties and obligations of the customer

(1) You are responsible for ensuring that your employees comply with this agreement, and for taking suitable precautions to prevent unauthorized third-party access to the Software.

(2) In the event of a malfunction or disruption (hereinafter collectively known as a "Fault") in the Software, you are obligated to report the Fault without delay. At a minimum, the Fault report must include a description of the symptoms that occurred, the system and hardware environment, any simultaneously loaded third-party software, and any other information that may be useful for rectifying the Fault. If we provide you with a form for the Fault report, you must use this form, complete it, and return it to us.

(3) You have a duty to support us to the best of your ability in determining the cause of the Fault, and to instruct your employees and external service providers to collaborate with us if necessary.

(4) You are obligated to provide us with at least one email address that is checked at least once a day on business days (Monday through Friday) so that we can notify you quickly and reliably of any Faults in the Software. This information must always be kept up to date, and we must be informed without delay of any changes. We are not obligated to make any further inquiries or contact attempts if our notification cannot be delivered, and we are not liable for any damages that would have been prevented if the notification had been received and you had followed our instructions to the extent reasonable for you.

(5) Where necessary for the provision of our services, you are obligated to grant our employees and any subcontracted providers access to your business facilities and your IT infrastructure, and to make the corresponding system environment available, particularly the hardware and operating-system software.

(6) You must provide us with any data, disclosures, or other information that is significant for the fulfillment of the contract. In particular, you are obligated to notify us of circumstances that are thematically related to your industry and are not immediately apparent to us, thereby preventing us from inquiring about them.

(7) You must obtain all authorizations and permits from third parties or authorities that are necessary for executing the contract.

(8) You are responsible for complying with import and export regulations that apply to the contractual services, particularly those for the United States. You must independently handle all statutory or official processes associated with cross-border services unless otherwise agreed.

(9) You must take suitable and appropriate measures to secure any know-how that you obtain from us in the context of executing the contract, as well as our industrial property rights, and must protect these from access by unauthorized third parties.

(10) In the event of illegal third-party attacks, you are obligated to provide support for their defense, investigation, and damage limitation.

(11) You have a duty to observe the instructions for operating the Software as contained in the documentation.

(12) Use of the optional HashiCorp Vault and HashiCorp Consul Software components is subject to the Business Source License ("BSL," see <https://www.hashicorp.com/de/bsl>), which you must observe. Bott does not provide support or maintenance services for these two Software components; this is entirely your responsibility.

(13) You have a duty to ensure proper data backups. Data backups include all appropriate technical and/or organizational measures to ensure the availability, integrity, consistency, and fast recoverability of the systems, including the data, programs, and procedures stored on these systems. You are obligated to notify us in text form if, as an exception, any data that could fall within our employees' sphere of influence during the provision of services is not properly backed up.

(14) You are responsible for establishing a secure connection between the delivery or service item and your network, and/or any other network that the delivery or service item must access, and for making this connection permanently available. The customer must take suitable precautions to protect the delivery or service item, including the customer's own network and external network interfaces, from security breaches, unauthorized electronic or physical access, disruptions, and data theft, e.g. by installing firewalls, authentication measures, data encryption, and anti-virus programs. Bott is not liable for damages or losses, regardless of type or legal basis, that result from such a security breach, unauthorized access, fault, or data theft.

(15) If you fail to fulfill your cooperation duties, we are not obligated to provide services to the extent that and for as long as we are prevented from providing services as a result of the lacking cooperation. Performance periods shall be extended appropriately. We reserve the right to assert damage compensation claims. Where wait times result from a failure to cooperate, we are entitled to request compensation for this according to our current price list at that time.

7. Contractual work services

(1) Where we have contractually agreed to install, adapt, or parameterize the Software, or to set up or implement systems or other services to successfully produce a Software-related work, the provisions of the following chapter apply additionally.

(2) Where change requests made after the conclusion of the contract, regarding the functional scope, program structure, or other Software characteristics, would cause additional effort, we will consider these for an appropriate additional fee. We will provide you with a written change offer in this case, which will particularly consider the effect on the performance period, planned deadlines, and compensation. Only changes that are agreed in writing will be implemented.

(3) After completion of the work, we will notify you that it is ready for acceptance. You will then be obligated to declare your acceptance in writing, or to refuse it by citing at least one significant performance defect, within 14 days. We are entitled to request acceptance of definable partial services.

(4) The service is considered accepted, even without an explicit declaration, if

- you utilize the service for more than just testing purposes, particularly by implementing it in your ongoing operations; or
- if you do not report any performance defects within the testing period that would prevent its acceptance.

8. Contractual performance services

(1) Contracted services, particularly consulting or training services, are subject to the following provisions. Services in the context of software maintenance, by contrast, are provided according to the provisions of the respective Service Level Agreement.

(2) We will select the employees to be engaged in performing the service. You are not entitled to have the service performed by specific employees. You are not authorized to give instructions to our employees. Please contact our project manager in each case if clarification is needed.

(3) Unless otherwise agreed, services will be billed at cost according to our current price list (time and material). Cost estimates and information about total costs are only considered fixed prices if they are explicitly described as such.

9. Compensation

(1) All prices are given in euros, ex works, plus statutory value added tax; export deliveries are also subject to customs, fees, and other public charges.

(2) Unless otherwise agreed, you are responsible for all ancillary costs in addition to the agreed compensation, such as travel costs, costs for personal luggage, and transport costs.

(3) If services are compensated at cost, we will document the type and duration of the activities and provide this documentation together with the invoice. Expenditure records are considered approved unless you object to them in writing, in detail, within 21 days of their receipt.

(4) Unless otherwise agreed, all invoices must be paid in full, in euros, within 14 days of the invoice date. Payment is considered timely if it is received by the due date. After the due date, default interest of 9% above the respective base interest rate will be charged annually.

(5) We are entitled to increase the licensing fees for the first time twelve months after conclusion of the contract, by way of 3 months' written notice to the end of the month, if and to the extent that our costs for maintaining and providing the Software (esp. personnel and energy costs) have increased. You have the right to terminate the rental contract within a six-week period after receiving notice of a licensing fee increase. In the event of a reduction in our corresponding costs, you can request a corresponding reduction in the licensing fees following the period described in Sentence 1.

10. License audits and protective measures

(1) You are obligated to provide us with detailed information about the usage of the Software within your company upon request.

(2) We are entitled to audit your actual usage of the Software ("**License Audit**"). This audit must be performed by a person who has been obligated by us to maintain confidentiality, who is acting independently, and who is an expert in the field ("**Auditor**"); this person may provide us with information only if and to the extent that licensing breaches exist, and where this is necessary to assert licensing breaches. In particular, the Auditor is not entitled to provide any information after the licensing breaches have been acknowledged and corresponding damage compensation claims are satisfied. The License Audit will be announced in writing with 10 days' notice. You are obligated to provide the Auditor with any information necessary to perform the License Audit and shall give the Auditor appropriate access to devices or servers where the Software or licensing key is installed.

(3) We will bear the costs of the License Audit unless the Audit shows that you significantly exceeded the scope of usage. You must provide support for the License Audit at your own expense. If you exceed your scope of usage, we can invoice you for any past or ongoing usage as well as the costs of the License Audit. The corresponding invoice is payable immediately. All other rights pertaining to Bott are reserved in these cases. However, retroactively invoiced licensing fees and costs will be offset against further claims.

(4) We are entitled to take further appropriate measures to prevent the non-contractual use of our Software, including during the ongoing contract (e.g. prior registration to use the Software, or utilization of a dongle).

11. Term and termination

(1) For continuing obligations, particularly Software rental, the term is defined in the offer. Unless otherwise agreed, the term will automatically be renewed by an additional 12 months unless it is terminated in writing by either party three months before the end of the term.

(2) The right to termination for good cause remains unaffected. In particular, good cause exists in the case of repeated violations despite a warning, or individual serious violations of these Licensing Conditions.

(3) If you violate export control regulations, particularly those of the Bureau of Export Administration of the US Department of Commerce, we are entitled to extraordinarily terminate the agreement without notice.

12. Rights in the event of defects

(1) In the event of material or legal defects, we provide a guarantee as defined by the applicable statutory provisions unless otherwise established in the individual agreement or the subsequent provisions.

(2) The strict liability of the lessor pursuant to § 536a (1), 1st alternative BGB [German Civil Code], due to defects that were already present at the time when the contract was concluded, is excluded.

(3) Your warranty claims do not extend to Software that you have modified or that you do not use in the system environment specified in the documentation, unless these circumstances did not cause the reported defect.

(4) Our obligation to remedy defects is limited to the latest Version of the Software in each case, unless you are using an older or customized Version with our permission. In the case of severe defects, you are obligated to use a new Version of the Software if the new Version remedies a defect that you have experienced, unless using the new Version is unreasonable for you. We hereby agree to provide you with an offer to purchase the corresponding license for the new Version under reasonable conditions. If a new Version of the Software that is provided to you contains additional License Packages, you are entitled to use these additional License Packages only if our agreement has been amended accordingly.

(5) If we are obligated to remedy a defect, we can do so through our choice of immediate rectification, workaround, or new delivery. If we fail to complete the defect remediation within an appropriate period of time, you can define a grace period for us. After the end of the grace period, you can request an appropriate reduction in the fee or terminate the contract.

(6) If the Software violates a third party's industrial property rights or copyrights, we will, at our option and own expense, modify or replace the Software such that it no longer violates third-party rights but continues to fulfill the contractually agreed function, or will obtain the corresponding usage right for you. If we do not succeed in this within an appropriate period of time, you are entitled to withdraw from the contract or reduce the fee appropriately.

(7) The limitation period for claims arising from material and legal defects is one year from the start of the statutory limitation period.

(8) The support period for rectifying weaknesses in the sense of Regulation (EU) 2024/2847 (Cyberresilience Regulation), with reference to Article 13 (8) of the Regulation and particularly the intended usage period, is two and a half years.

13. Liability limitation

(1) We are liable for damage compensation as defined in the following provisions:

(i) We have unlimited liability for damages resulting from a breach of a guarantee or from a loss of life, bodily injury, or damage to health. The same applies to intent and gross negligence.

(ii) For slightly negligent breaches of significant contractual obligations, our liability is limited to damages that are typical for the contract and foreseeable at the time when the contract was concluded. Contractual obligations are considered significant if they must be fulfilled in order to properly execute the contract, if a breach threatens the accomplishment of the contractual purpose, and if you rely upon them to be fulfilled.

(iii) In the case of damage resulting from data loss, we are liable only for damage that would have occurred even with a proper data backup.

(iv) For the rest, our liability is excluded.

(v) Liability under the Product Liability Act remains unaffected by these provisions.

(2) We are liable for production downtimes or lost profits only in cases of intent or gross negligence.

(3) If you assert a claim for reimbursement of futile expenditures instead of a claim for damage compensation in place of the service, the above liability limitations apply correspondingly.

(4) The above liability exclusions and limitations apply to the same extent for our corporate bodies, legal representatives, employees, and other vicarious agents.

(5) The limitation period for damage compensation claims is one year from the start of the statutory limitation period. This does not apply to liability for intent, for gross negligence, or due to a loss of life, bodily injury, or damage to health.

14. Force majeure and default

(1) We are not liable for delivery or performance delays where these were caused by force majeure or other incidents not foreseeable at the time when the contract was concluded (e.g. strikes, legal lockouts, general shortage of energy sources or raw materials, official measures, storms, pandemics, or war) which are not our responsibility.

(2) In the event of hindrances of an unforeseeable duration, the delivery and performance periods will be extended by the length of the hindrance plus an appropriate starting period. We will notify you about the hindrance and its expected duration as soon as it becomes known. If it is unreasonable for one party to remain in the contract longer due to the duration of the hindrance, this party is entitled to withdraw from the contract.

(3) If we are in default with a delivery or performance due to simple negligence, our liability for default damages is limited to 5% of the net order value of the delayed delivery or performance. This does not apply to claims based on a culpable loss of life, bodily injury, or damage to health.

15. Confidentiality and data protection

(1) "Confidential Information," regardless of whether it is described as "confidential" or not, refers to all financial, technical, economic, legal, tax-related information as well as information pertaining to our business activities, personnel, or management (including know-how) that is made accessible to you in conjunction with the execution of the contract. Information is not considered confidential if it was already publicly known at the time when it was disclosed or became publicly known thereafter without any breach of confidentiality duties on your part.

(2) You are obligated to treat Confidential Information as such. You are not entitled to use this Confidential Information, in whole or in part, for any purpose other than executing the contract, nor to share it with third parties.

(3) You may only share Confidential Information with persons (esp. employees, corporate bodies, consultants) who require this knowledge in order to execute the contract and who have in turn been obligated to observe confidentiality.

(4) The confidentiality duties are not affected by any termination of the contract.

(5) You are obligated to observe the applicable statutory data protection provisions while executing this contract. In particular, you are obligated to conclude any necessary supplemental data protection agreements (e.g. for data processing on behalf of a controller pursuant to Art. 28 GDPR) with us.

16. General

(1) If you are a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from the business relationship with us is the business location of Bott.

(2) The laws of the Federal Republic of Germany apply, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

(3) Any changes or additions to the contract must be made in writing to be effective. They must bear a legally binding signature from both parties to the contract. The same applies to agreements intended to suspend or modify this written-form clause.

(4) If any provision of these Special Software Licensing Conditions should be legally invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the parties agree to establish another agreement in place of the invalid or unenforceable provision that as closely as possible approximates the economic purpose of the invalid or unenforceable provision. The same applies in the event that these conditions are found to contain a gap.

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