



End User License Agreement for MVTec MERLIC on Edge

IMPORTANT - READ CAREFULLY:

This End User License Agreement (“Agreement”) is concluded between you (either an individual or a single entity) and MVTec Software GmbH (“MVTec”), and not with the provider of the online platform where the App has been offered.

BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE APP YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL OR USE THE APP.

1. DEFINITIONS

“App” means the MVTec MERLIC on Edge, which is provided to you by MVTec or the provider of the online platform under this Agreement.

“Documentation” means the manual, describing the functionality of the App. Documentation is only delivered in electronic and/or online forms.

“Trial Term” is a three-month period for testing purposes only, beginning on the date when the App is downloaded.

“Subscription Term” means the period of time for which the right to use the App is granted. The Subscription Term is typically twelve (12) months starting from the date of purchase. It will automatically renew for an additional Subscription Term unless you terminate it beforehand within the notice period. Each renewal marks the beginning of a new Subscription Term for which a fee is charged.

2. USE RIGHT

During the Trial Term MVTec entitles you to evaluate the App’s functionalities in a non-productive environment.

During the Subscription Term MVTec grants you a non-exclusive right to use the App only on devices specified by the provider of the industrial ecosystem and within the limitations as described herein (e.g., export restrictions). For the avoidance of doubt, the right to use and modify the sample images included in the App is limited to testing purposes only.

MVTec reserves all rights not expressly granted to you.

3. PROPRIETARY RIGHTS

The content of the App is protected by copyright and other intellectual property laws and treaties. All title and intellectual property rights in and to the App, including, but not limited to example images, incorporated into the App, the Documentation, and any copies of the App are vested in MVTec or its suppliers. The App is licensed on a subscription basis, not sold or conveyed otherwise. MVTec is the licensor and you are the licensee.

4. OPEN SOURCE / THIRD PARTY SOFTWARE

The App contains open-source software and/or third-party software (“OSS”) which can be viewed in the ‘Help’ section of the App. You are entitled to use the OSS in accordance with the respective license conditions of the OSS, which take precedence over the right of use granted to you by MVTec in Section 2., with respect to the use of the OSS.

Any breach of the applicable provisions of any OSS license conditions shall be considered a material breach of this Agreement.

5. EXPORT

MVTec’s obligation to fulfill this agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of applicable national and international foreign trade and customs requirements or embargoes (or other sanctions).



MVTec Software GmbH –
End User License Agreement for MVTec MERLIC on Edge

You may not use or otherwise export or re-export the App except as authorized by U.S. law, German law, European law and other applicable laws, in particular but not limited to the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (i) into any country embargoed by U.S. or other applicable export restriction laws, or (ii) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List or any other person lists of other applicable export restriction laws. By downloading and/or using the App, you represent and warrant that you are not located in any such country or are on any such list. You also agree that you will not use the App in such countries or for any purposes prohibited by applicable laws, including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons.

You shall fully indemnify and hold MVTec harmless from and against any and all claims asserted by governmental authorities or other third parties against MVTec on account of your failure to comply with the aforementioned export control obligations, and you agree to reimburse MVTec for any and all losses and expenses that MVTec incurred in this connection, unless you are not responsible for the breach of duty. The foregoing shall not constitute a reversal of the burden of proof.

If and to the extent necessary for the purpose of export control audits conducted by governmental authorities or by MVTec, you shall promptly provide MVTec upon request with all information regarding the ultimate recipient, ultimate destination and intended use of App.

6. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, DISASSEMBLY AND MODIFICATION

You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the App or the file format, unless you are explicitly permitted by law to do so. If it is essential to do so in order to achieve interoperability of the App with other software programs, you shall request MVTec to provide the information necessary

to achieve such interoperability and MVTec will provide such information upon mutual consent.

MVTec has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by MVTec or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party.

You may not modify, adapt, or otherwise alter the App or Protected Data except as expressly permitted herein. In particular, you may not attempt to remove the license protection mechanism from the App.

7. TRADEMARKS

This Agreement does not grant you any rights in connection with any trademarks or service marks of MVTec. You may not use the name, trademarks, or service marks of MVTec in any advertising, promotional literature, or any other material, whether in written, electronic, or other form, distributed to any third party, except as expressly permitted in advance by MVTec.

8. LIMITED WARRANTY

MVTec warrants to the person or entity that first purchases a license for the App that it will perform in all material aspects in accordance with the Documentation for a period of twelve (12) months following the date of purchase. The warranty period shall be according to statutory law in cases of intent or gross negligence on the part of MVTec.

Neither insignificant deviations in the performance of the App from the Documentation do give rise to a claim, nor do faulty handling, excessive strain, unsuitable equipment (e.g. not used on a recommended hardware configuration), or claims based on special external influences not assumed under this Agreement, nor non-reproducible software errors. Claims based on defects resulting from improper modifications or repair work performed by you, your fulfillment agents, assistants, or third parties and the consequences thereof are also excluded.

This warranty does also not apply to upgrades, pre-releases, previews, or the App that has been altered



MVTec Software GmbH –
End User License Agreement for MVTec MERLIC on Edge

by you, to the extent such alterations caused a defect.

Your notice of defect must be made in writing immediately after the defect occurs.

If the App does not perform substantially in accordance with the Documentation, MVTec may, in its sole discretion repair or replace the App.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, THE APP IS PROVIDED WITHOUT WARRANTY OF ANY KIND. MVTEC HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOUR STATUTORY WARRANTY RIGHTS SHALL REMAIN UNAFFECTED SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT.

9. LIMITATION OF LIABILITY

MVTEC'S LIABILITY IS UNLIMITED IN CASE OF INTENT AND GROSS NEGLIGENCE.

MVTEC IS LIABLE FOR SLIGHT NEGLIGENCE ONLY: (1) FOR DAMAGES RESULTING FROM INJURY TO LIFE, BODY OR HEALTH; OR (2) FOR DAMAGES ARISING FROM THE BREACH OF A MATERIAL CONTRACTUAL OBLIGATION (I.E. AN OBLIGATION, THAT IS ABSOLUTELY NECESSARY FOR THE FULFILLMENT OF THIS AGREEMENT OR UPON WHICH YOU HAVE REASONABLY RELIED ON); IN SUCH CASE, HOWEVER, LIABILITY IS LIMITED TO THE REPLACEMENT OF THE FORESEEABLE, TYPICALLY OCCURRING DAMAGE.

THE ABOVE LIMITATIONS OF LIABILITY SHALL NOT APPLY IF MVTEC FRAUDULENTLY CONCEALS A DEFECT OR IF MVTEC HAS ACCEPTED A GUARANTEE FOR THE QUALITY OF THE SOFTWARE. THE SAME APPLIES TO YOUR CLAIMS UNDER THE GERMAN PRODUCT LIABILITY ACT.

FURTHER LIABILITY OF MVTEC IS EXCLUDED.

10. HAZARDOUS USE

The App is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or similar in which the failure of the App could lead directly to death, personal injury, or severe physical or environmental damage ("Hazardous Use"). MVTec and its suppliers specifically disclaim any express or implied warranty of fitness for such uses.

11. ENFORCEABILITY AND SEVERABILITY

You agree that MVTec and the provider of the online marketplace where the App has been offered may enforce this Agreement as it relates to their products and services directly against you.

If any provisions of this Agreement are held to be illegal, invalid, or unenforceable for any reason, the remainder of the provisions of this Agreement will remain in full force and effect.

Modifications to, amendments of and supplementary agreements to this Agreement shall not be binding unless made in writing and signed by the duly authorized representatives of the parties. Any waiver of this written form requirement shall likewise be in writing. Statements per email or other electronic communication shall not be sufficient to fulfill this written form requirement.

12. APPLICABLE LAW

This Agreement is governed by the laws of Germany. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply. All of the disputes arising from this Agreement and in association with it will be resolved exclusively by the courts of Munich, Germany.

13. TERMINATION

Without prejudice to any other rights, MVTec may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must delete the App and all copies thereof without undue delay.