logicline assets360

Licensing Terms

1. Subject Matter

1.1. "logicline assets360" from logicline GmbH, Sindelfingen, ("logicline") comprises a modular toolkit for its licensees' digital products. logicline assets360 is designed to enable easy start-up and rapid implementation, especially for IoT applications and comparable products. It provides the necessary modules and ready-made interfaces between deployed third-party technologies such as Cumulocity IoT, Heroku and others. The toolkit also includes templates for contemporary apps, widgets and integration capabilities with third-party systems.

The basis for a customer license of individual logicline assets360 toolkit products ("Software") is a customer order accepted by logicline via an order confirmation. The order accepted by logicline via an order confirmation is referred to as an "Individual Order".

1.2. The subject matter of the Individual Order in conjunction with these Licensing Terms is the fee-based transfer of the logicline assets360 Software listed in the order including Software documentation for a limited term. The Individual Order may also include the transfer or licensing of third-party software, which is governed exclusively by the licensing terms of the third-party software. In both cases the customer's entitlement to a transfer of use of the Software and warranty and/or compensation claims exists exclusively vis-à-vis the provider of the third-party software, with whom the customer shall agree the corresponding licensing terms. If the Software contains open-source software, this will be referred to in the documentation and the respective applicable licensing terms will be linked. The customer shall accept the licensing terms of the third-party software and the open-source software.

1.3. The technical and functional software units of the logicline assets360 toolkit are described in the documentation that can be accessed under [wiki.logicline.de/assets360] ("Documentation"). logicline is entitled at its discretion (section 315 III German Civil Code (BGB)) to amend technical details and functions of the Software including during the term of the Individual Order, provided the key functions of the Software are retained. logicline shall record any amendments in revised documentation.

1.4. logicline shall only be liable to install the Software by special agreement.

2. Licensing Fee

2.1. The licensee shall pay to logicline the licensing fee set out in the Individual Order for the usage of the Software monthly in advance. If usage of the Software is not provided for a full calendar month, the licensing fee shall be calculated pro rata temporis.

2.2. The licensing fee shall be fixed for the basic term of the Individual Order. On expiry of the basic term, logicline is entitled at its discretion (section 315 III BGB) to increase the licensing fee for the respective extension period. logicline shall notify the licensee of the increase in the licensing fee no later than three months prior to the start of the respective extension period.

2.3. All fees are net of statutory VAT.

2.4. The licensing fee shall be billed monthly and shall be due for payment no later than 14 days following the invoice date.

3. Grant of Rights

3.1. During the term of the Individual Order, the licensee is entitled to use the Software in the manner described in the Documentation within the geographical territory set out in the Individual Order. The licensee is entitled to integrate the Software into its own products in accordance with these licensing terms and to sublicense the Software to third parties exclusively in conjunction with the licensee's products. The licensee shall put in place suitable licensing terms to ensure that these third parties comply with the provisions of logicline's licensing terms. The right of sublicensing must be excluded in that context. The licensee shall be liable to logicline for any usage of the Software by the licensee's customers that constitutes a culpable breach of these licensing terms. The parties agree that logicline assumes no liability and warranty for the compatibility of the Software with the licensee's products.

3.2. All rights and legal claims relating to the Software (including all intellectual property it contains) are the property of logicline. Accordingly, and except to the extent that prevailing law prohibits such a limitation, the licensee shall not edit the Software either directly or indirectly (incl. further development), or disseminate, reproduce, make publicly accessible, reverse engineer, decompile or disassemble the Software or otherwise ascertain the source code or determine trade secrets, and the licensee must ensure that its customers, service providers and vicarious agents also do not do the same.

4. Breaches of Protected Rights

4.1. logicline shall at its own expense indemnify the licensee against any third-party claims deriving from breaches of protected rights for which logicline is responsible, subject to the limitations of liability under clause 7. The licensee shall notify logicline of any third-party claims asserted without undue delay. If it fails to notify logicline of the asserted claims without undue delay, this entitlement to indemnity shall lapse.

4.2. In the event of breaches of protected rights, logicline – without prejudice to any claim for damages on the part of the licensee – may at its own election and expense take the following steps in respect of the affected service:

4.2.1. make amendments – following prior consultation with the licensee – that, respecting the licensee's interests, guarantee that a breach of protected rights no longer exists or

4.2.2. acquire the necessary usage rights for the licensee.

If neither of these is possible on economically reasonable terms, logicline is entitled to withdraw from the respective Individual Order.

5. Term/Return

5.1. The Software shall be transferred for the basic term set out in the Individual Order in the first instance. Thereafter, the Individual Order shall be extended by twelve months at a time unless it is terminated in writing with three months' notice (in each case "Extension Period").

5.2. This is without prejudice to termination for good cause.

5.3. When the Individual Order comes to an end, the licensee shall return or destroy the data media obtained from logicline as well as any backup copies, uninstall the Software and delete any discernable Software elements remaining on the IT system. On request logicline shall provide written confirmation to the licensee that the foregoing obligations have been complied with. The licensee shall ensure that its sublicensees have also been subjected to and are in compliance with corresponding obligations.

6. Liability for Material Defects and Defects of Title

6.1. Technical data, details and performance information given in public statements, in particular in advertising materials, are not quality specifications. The functionality of the Software is geared exclusively towards the description in the Documentation as amended from time to time.

6.2. logicline shall transfer and maintain the Software in a condition compliant with the Documentation as amended from time to time. The maintenance obligation does not include the modification of the Software for altered deployment conditions and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or the operating system, modification to comply with the functional scope of competing products or establishing compatibility with new data formats.

6.3. There shall be no strict liability for damage caused by defects that were apparent at the point at which the contract was concluded.

6.4. The licensee shall support logicline in establishing and rectifying any defects and shall without undue delay grant sight of the documents that cast light on to the more specific circumstances of the occurrence of the defect.

7. Other Liability Matters

7.1. logicline shall be liable for willful conduct and gross negligence. It shall only be liable for ordinary negligence in the event of the breach of a material contractual obligation (cardinal

obligation), the satisfaction of which renders the performance of the contract possible at all and on compliance with which the licensee may regularly rely, as well as for damage due to death and personal injury.

7.2. logicline is required to observe the standard level of care for the industry. In establishing whether logicline is at fault, it should be considered that Software cannot be produced with no technical faults.

7.3. In the event of ordinary negligence, the level of liability shall be limited to the level of the foreseeable loss that should typically be expected to occur; the maximum amount of this liability shall be limited to EUR 10,000 per loss event and to a total of EUR 50,000 under the contractual relationship.

7.4. logicline shall not be liable for the loss of data and/or programs where the loss is due to the omission by the licensee to perform data backups and to ensure that lost data can be restored with a reasonable level of effort.

7.5. The foregoing provisions also apply for the benefit of logicline's vicarious agents.

8. Protection of the Software

The licensee undertakes to take adequate measures to protect the Software against access by unauthorized third parties, and in particular to keep all copies of the Software in a protected location.

9. Closing Provisions

9.1. Should any individual provisions of these licensing terms be or become invalid in full or in part, this shall have no bearing on the effectiveness of the remaining provisions. In this case, the parties hereby agree that the invalid provision shall be replaced with a valid provision that most closely resembles the economic purpose of the invalid provision. The same applies to any omissions in the agreement.

9.2. The licensee may only transfer rights and duties under or in connection with the Individual Order to third parties with the licensor's written approval.

9.3. The contracting parties may only set off any claims that have been established at law or that are undisputed.

9.4. Any amendments and addenda to the Individual Order and these licensing terms must be in writing. This requirement for the written form may only be waived by written agreement.

9.5. These licensing terms are governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN CISG) shall be excluded.

9.6. The parties are aware that the Software may be subject to export and import restrictions. In particular, approval obligations may apply, or the use of the Software or associated technologies abroad may be subject to restrictions. The licensee shall comply with the

applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant stipulations. The licensor's contractual performance is conditional on such performance not being precluded by national and international provisions of export and import law and any other statutory stipulations.

9.7.   The exclusive place of jurisdiction for any legal disputes arising from or in connection with these licensing terms is the place of the registered office of logicline. logicline is also entitled to bring a claim at the licensee's place of general jurisdiction.

Last revised: 2019-07-11 (Version 1.0)