Software License Agreement

For CODESYS software packages of ASKS GmbH

Licensor: ASKS GmbH · Contact: info@as-ks.de · License identifier: LicenseRef-ASKS-EULA-2.0 · Version: 2.0 · Date: 21 August 2026

Scope. This Agreement applies to all CODESYS software packages provided by ASKS GmbH. Which package has been acquired in the individual case follows from the respective order, invoice or acquisition transaction; a separate designation of the package name in this Agreement is not required. The rights and restrictions set out below apply in each case with respect to the individual package acquired.

Language versions. This Agreement is provided in German and English. In the event of any discrepancy between the language versions, the German version shall prevail.

IMPORTANT – PLEASE READ CAREFULLY:

This Software License Agreement ("Agreement") is a legally binding agreement between you as an OEM integrator or commercial reseller (natural or legal person) and ASKS GmbH ("Licensor") concerning the CODESYS software package acquired by you ("Software"). By installing, copying or otherwise using the Software, you agree to be bound by the terms of this Agreement.

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1. Grant of License

Subject to the terms of this Agreement, the Licensor grants you a non-exclusive, non-transferable license:

- to use the Software for commercial and non-commercial purposes
- to integrate the package into your CODESYS projects
- to distribute applications containing the Software to end users

2. Restrictions

You are NOT permitted:

- to reverse engineer, decompile or disassemble the Software
- to distribute, sell, rent or sublicense the Software as a standalone product
- to remove or alter proprietary notices or markings of the Software
- to use the Software to create competing software libraries
- to disclose your license credentials to third parties

3. Intellectual Property

The Software is protected by copyright laws and international copyright treaties. The Licensor retains all rights, title and interest in and to the Software, including all intellectual property rights contained therein. No ownership rights in intellectual property are transferred from the Licensor to you under this Agreement.

4. License and Fees

OEM License

Use: For integration into commercial products for resale.

Runtime: Each license entitles you to operate the respective package on one (1) runtime instance. Additional runtime instances require the acquisition of additional licenses. Licenses are acquired per package; a license for one package does not entitle you to use any other package of the Licensor.

Terms: Specific terms, fees and extended runtime entitlements are governed by a separate OEM license addendum which, upon execution, becomes an integral part of this Agreement and prevails over it in the event of conflict.

5. Support and Updates

Technical support is provided via info@as-ks.de. The Licensor endeavours to respond to support requests within five (5) business days.

Updates and bug fixes are included for twelve (12) months from the date of purchase of the respective package ("Support Period"). The Support Period runs separately for each package acquired.

Major version upgrades (as determined by the Licensor) released after expiry of the Support Period may require the acquisition of an updated license or a support extension.

A "major version upgrade" is a release that increases the first version number (e.g. from 1.x to 2.0). Minor and patch releases are included at no additional cost during the Support Period.

6. Disclaimer of Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE LICENSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE FOREGOING DISCLAIMER DOES NOT AFFECT THE LICENSOR'S LIABILITY FOR INTENT, GROSS NEGLIGENCE OR FOR DAMAGES ARISING FROM INJURY TO LIFE, BODY OR HEALTH.

7. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) THE LICENSOR SHALL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA OR LOSS OF USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE; AND (B) THE LICENSOR'S TOTAL LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO THE LICENSOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS DO NOT APPLY TO LIABILITY ARISING FROM INTENT, GROSS NEGLIGENCE OR FOR DAMAGES TO LIFE, BODY OR HEALTH.

8. Termination

This license remains in effect until terminated. If you materially breach any provision of this Agreement and fail to cure the breach within thirty (30) days of written notice by the Licensor, your rights under this Agreement terminate automatically. For breaches that cannot be cured, termination takes effect immediately upon written notice. Upon termination you must cease all use of the Software and destroy all copies in your possession or control.

9. Compliance with Laws

You undertake to comply with all applicable laws and regulations when using the Software, including the export control laws and regulations of the Federal Republic of Germany and the European Union.

10. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is the registered seat of the Licensor (Blumberg, Germany); the Licensor is, however, entitled to bring claims at the place of your registered seat as well.

11. Compliance Verification

The Licensor reserves the right to verify compliance with the provisions of this Agreement, including the number of licensed runtime instances in use. Upon written request by the Licensor, you undertake to provide, within fourteen (14) days, a written statement of the number of runtime instances deployed for each package acquired. The Licensor will treat all information received in the course of such verification as confidential.

12. Confidentiality

Each party undertakes to keep confidential any confidential or non-public information of the other party disclosed in connection with this Agreement ("Confidential Information") and not to disclose it to third parties without prior written consent. Each party shall protect the other party's Confidential Information with at least the same care it applies to its own confidential information, but in no event less than reasonable care. This obligation does not apply to information which (a) is or becomes publicly available through no fault of the receiving party, (b) was already known to the receiving party at the time of disclosure, (c) was lawfully obtained from a third party without restriction, or (d) must be disclosed pursuant to applicable law or court order, provided that the disclosing party is notified without undue delay. The confidentiality obligations survive termination of this Agreement for a period of three (3) years.

13. Force Majeure

Neither party shall be liable for delays in or failure to perform its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of nature, fire, flood, earthquake, pandemics, governmental measures, war, terrorism, labour disputes or failures of infrastructure providers ("Force Majeure Event"). The affected party shall notify the other party in writing without undue delay and shall use reasonable efforts to resume performance. If a Force

Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement by written notice without liability.

14. Entire Agreement

This Agreement (together with any OEM license addendum) constitutes the entire agreement between you and the Licensor with respect to the Software and supersedes all prior agreements, representations and understandings relating to its subject matter. Should any provision of this Agreement be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Contact Information

For questions regarding this Agreement or the Software, please contact:

ASKS GmbH

E-mail	info@as-ks.de
Website	www.as-ks.de
Address	Tevesstrasse 29a, 78176 Blumberg, Germany

By using this Software you confirm that you have read and understood this Agreement and agree to be bound by its terms.

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