DDAS MACHINE INSIGHT SUITE SL — SINGLE DEVICE LICENSE AGREEMENT

Version 1.0 — Effective Date: 19 October 2026

Delaware Digital Application Solutions LLC ("**DDAS**")
8 The Green #21635, Dover, DE 19901, USA

This Single Device License Agreement ("**Agreement**") governs the use of the DDAS Machine Insight Suite SL purchased through the CODESYS Store.

1. SCOPE AND PARTIES

1.1 This Agreement is concluded between DDAS and the business customer who purchases a license for the Software through the CODESYS Store ("**Licensee**"). The Software is offered to businesses only, not to consumers.

1.2 The purchase contract, payment, invoicing and refunds are handled by CODESYS GmbH under the terms and conditions of the CODESYS Store. CODESYS GmbH is not a party to this Agreement. All claims regarding the Software itself, including claims for defects, are directed to DDAS.

1.3 By activating a license, installing or using the Software, the Licensee accepts this Agreement.

2. DEFINITIONS

- **Software:** the DDAS Machine Insight Suite SL, consisting of the Libraries, the Application Template and the related documentation, in the version delivered through the CODESYS Store and any update released under Section 6.
- **Libraries:** the following DDAS libraries:
  - DDAS Date & Time Library
  - DDAS Scheduler Library
  - DDAS Equipment Performance Library
  - DDAS License Manager Library (license check for the libraries above)

  The Libraries are provided in compiled form; their source code is not part of the Software. Other DDAS libraries, including libraries that DDAS releases in the future, are not part of the Software and are not covered by a License, unless DDAS adds them to the Software in an update.
- **Device:** one controller, industrial PC or edge device running one instance of a CODESYS runtime system.
- **License Container:** the CODESYS license container that holds the license: either the SoftContainer of the Device ("Soft Key", bound to the Device hardware) or a CODESYS Key (USB dongle).
- **License:** one license activated in one License Container with the ticket issued at purchase.
- **Machine:** a machine, plant or system controlled or monitored by a Device.
- **Feature Level:** a release with new or changed functions (version x.y.z.0), including its releases that only correct errors or vulnerabilities (x.y.z.n).
- **Documentation:** the product data sheet, requirements, release notes, customer documentation and online help published by DDAS for the Software.

3. GRANT OF LICENSE

3.1 DDAS grants the Licensee a non-exclusive, perpetual license to use the Software on **one Device per License**, subject to this Agreement.

3.2 The License is valid for the Device whose License Container holds it. A License on a CODESYS Key is valid for the Device into which the CODESYS Key is plugged.

3.3 On a licensed Device, the Software may process data of any number of Machines connected to it, **including Machines developed or manufactured by other organizations**.

3.4 The Licensee may install the Software on any number of engineering workstations to develop, test and maintain applications for licensed Devices.

3.5 **Demo mode:** Without a License the Software runs on a Device in a time-limited demo mode of 2 hours from each start of the application. The demo mode is intended for evaluation only, not for productive operation.

3.6 **Application Template:** The Application Template is provided as an editable project. The Licensee may modify it and use it, in whole or in part, as the basis for its own applications. Each Device on which such an application uses the Libraries requires a License.

4. TRANSFER WITH THE DEVICE

4.1 The Licensee may transfer the License to a third party **only together with the Device** (or the CODESYS Key) holding it, in particular when the Device is delivered as part of a Machine to an end customer.

4.2 The Licensee shall make this Agreement available to the recipient. The recipient becomes bound by this Agreement. The Licensee retains no rights to the transferred License.

4.3 A License in a SoftContainer is bound to the Device hardware and cannot be moved to another Device. A License on a CODESYS Key moves with the CODESYS Key. There is no procedure for returning, deactivating or moving a License. If a Device fails, DDAS may, at its discretion and without obligation, help to obtain a replacement License. Where Devices may need to be replaced, a CODESYS Key is recommended.

5. RESTRICTIONS

The Licensee shall not:

- use the Software on more Devices than Licenses have been purchased;
- circumvent, disable or manipulate the CODESYS licensing mechanism or the license check of the Software;
- reverse-engineer, decompile, disassemble or modify the Libraries, except where applicable law expressly permits this despite this restriction;
- sell, rent, lease, sublicense or distribute the Libraries as stand-alone products, or as part of libraries, toolkits or frameworks for third parties;
- upload the Libraries to public repositories.

Distributing the Licensee's own application, which uses the Software on a licensed Device, is permitted.

6. VERSIONS AND UPDATES

6.1 The License covers the version purchased and all updates that DDAS releases for the SL edition under the same license product code. DDAS decides whether a new major version requires a new License.

6.2 The Licensee is not entitled to feature updates or new versions.

6.3 Security-relevant updates are provided as described in Section 8, independently of any support period.

7. SUPPORT

7.1 The License includes **3 months of helpdesk support** from the date of purchase. Support requests are submitted as tickets through the DDAS helpdesk at https://www.ddas.digital/helpdesk.

7.2 Support covers questions on installation, license activation and use of the Software according to the Documentation. It does not include engineering or integration services, which DDAS offers separately.

8. SECURITY AND CYBER RESILIENCE ACT (CRA)

8.1 DDAS provides for each released version:

- a Software Bill of Materials (SBOM) in SPDX format, including all open-source components;
- technical documentation on security-relevant properties, interfaces and operating requirements.

8.2 **Support period:** DDAS handles vulnerabilities and provides security updates **for five years from the release of the Feature Level** of the version used by the Licensee (its version x.y.z.0) (support period; for Feature Level 3.5.2 until October 2031). DDAS may extend the support period; the current end date is stated in the Documentation.

8.3 **Delivery:** Security updates are delivered free of charge in the latest compatible version of the Software. If the Licensee uses an older version, the Licensee receives this version free of charge, even if it contains new functions; it is covered by the License (Section 6.1). Installing a security update does not extend the support period. Each security update remains available for at least ten years after its release.

8.4 DDAS handles reported vulnerabilities under its coordinated vulnerability disclosure policy, published at https://security.ddas.digital, and informs Licensees about security-relevant issues without undue delay, including mitigation guidance.

8.5 The Licensee is responsible for integrating the Software into a secure system environment and for operating it according to the documented security requirements.

9. INTELLECTUAL PROPERTY

All libraries, documentation and related materials remain the intellectual property of Delaware Digital Application Solutions LLC. No ownership is transferred to the Licensee.

10. OPEN-SOURCE COMPONENTS

If open-source components are included in the Software, their license terms apply and take precedence over this Agreement for those components. The SBOM lists all such components.

11. LICENSEE RESPONSIBILITIES

11.1 The Licensee shall test and validate the Software in its specific application before productive use, and shall verify that the target Device meets the requirements in the Documentation (in particular support for CODESYS licensing).

11.2 **The Software is not designed or certified for safety functions** (for example functions according to IEC 61508 or ISO 13849). It must not be used to implement safety functions.

11.3 The Licensee is responsible for backing up its data and configurations.

12. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DDAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DDAS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR ERRORS, OR WORK WITH HARDWARE, RUNTIME SYSTEMS OR THIRD-PARTY COMPONENTS NOT LISTED IN THE DOCUMENTATION.

The Licensee acknowledges that it can evaluate the Software in demo mode before purchase, and that according to the state of the art it is not possible to create software that operates without errors under all conditions.

This Section does not limit DDAS's obligations under Section 8.

13. LIMITATION OF LIABILITY

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DDAS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF PRODUCTION, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, EVEN IF DDAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 DDAS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID FOR THE LICENSE CONCERNED.

13.3 DDAS is not liable for damages resulting from insufficient testing, improper integration, operation outside the documented specifications, or use of the Software for safety functions.

13.4 The limitations in this Section do not apply to liability for wilful misconduct or gross negligence, for death or personal injury, or where liability cannot be limited under mandatory law.

13.5 DDAS is not liable for delays or failures caused by events beyond its reasonable control.

14. EXPORT CONTROL

The Licensee shall comply with all applicable export control and sanctions laws, including those of the European Union, the United States and the Licensee's own jurisdiction, and shall not export or transfer the Software to prohibited countries, entities or persons.

15. TERMINATION

15.1 DDAS may terminate this Agreement with immediate effect if the Licensee materially breaches it, in particular by circumventing the licensing mechanism or using the Software beyond the licensed scope.

15.2 Upon termination the Licensee shall stop using the Software and delete all copies. Payments are not refunded.

15.3 Sections 5, 9, 12, 13, 14 and 16 survive termination.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement is governed by the laws of the State of Delaware, USA, excluding its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2 Disputes shall be resolved exclusively by the state or federal courts located in Delaware, USA.

16.3 Mandatory provisions of the law of the Licensee's country of establishment remain unaffected where they cannot be excluded by contract.

17. FINAL PROVISIONS

17.1 If any provision is invalid, the remaining provisions remain in force. The invalid provision shall be replaced by a valid one that comes closest to its original intent.

17.2 This Agreement is the entire agreement between the parties regarding the Software.

17.3 The English version is binding. Translations are provided for convenience only.

CONTACT

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