



KUKA FRANCE SOFTWARE LICENSE AGREEMENT AND TERMS OF USE

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DEFINITIONS

BETWEEN THE UNDERSIGNED: KUKA France as SUPPLIER,

KUKA France

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ON THE ONE SIDE

Hereinafter referred to as: "KUKA France
With a capital of 1 500 000,00Euros
Registered in the Trade Register of :

Under the number :
328 430 483 R.C.S Evry

Whose head office is located at
6 Av du parc Techvallée 91140 Villebon-sur-Yvette

Represented by :
IMHOF Jean-Luc as President

AND ON THE OTHER HAND

Hereinafter referred to as the "Customer" in the capacity of **USER**

KUKA FRANCE SOFTWARE LICENSE AGREEMENT AND TERMS OF USE

Article 1 - Purpose of this license agreement and the general conditions of use

The purpose of this License Agreement and General Terms and Conditions of Use is to specify the terms and conditions under which the SUPPLIER grants the USER a right to use the SOFTWARE / SOFTWARE PRODUCT and maintains the said SOFTWARE / SOFTWARE PRODUCT.

Installation of the SOFTWARE by the USER shall constitute acceptance of this License Agreement and the General Terms of Use.

The SUPPLIER reserves the right to modify the terms, conditions and notices of the General Conditions at any time. Any new version of the Terms and Conditions incorporating such changes will be communicated to and accepted by the USER.

Article 1.1 Definitions

The **USER**: the natural or legal person who uses the SOFTWARE / SOFTWARE PRODUCT

The **SUPPLIER**: KUKA France company

Article 2 - Use of the SOFTWARE / SOFTWARE PRODUCT

The SOFTWARE / SOFTWARE PRODUCT is intended for users who have received training on KUKA robots. The SOFTWARE / SOFTWARE PRODUCT was presented to the USER before signing the order form.

Article 3 - Right to use

The SUPPLIER hereby grants the USER a personal and non-exclusive right to use the SOFTWARE/ SOFTWARE PRODUCT for its own purposes. For the purposes of these General Terms and Conditions, the SUPPLIER grants the USER the right to use the said SOFTWARE / SOFTWARE PRODUCT and its documentation within the limit of the number of robots provided for in the Order Form. In the case of SOFTWARE that can be installed on a workstation, a workstation corresponds to a screen and a keyboard. The USER shall be responsible for compliance with these terms and conditions of use by its employees and subcontractors. The right of use is granted for the duration of the intellectual property rights on the SOFTWARE and for the whole world.

Article 3.1 Use of a SOFTWARE / SOFTWARE for free

In the case where the SOFTWARE / SOFTWARE PRODUCT is delivered free of charge, the USER may not use the SOFTWARE / SOFTWARE PRODUCT to generate income or develop an activity generating income if he has not paid for a Runtime license to exploit the product from the SOFTWARE / SOFTWARE PRODUCT delivered free of charge.

Article 4 - Prices and payment terms

In return for the license to use the SOFTWARE / SOFTWARE PRODUCT, the USER agrees to pay the price indicated in the order form.

The USER has only the right to use the SOFTWARE / SOFTWARE PRODUCT.

Article 5 - Warranty

The warranty period shall be 12 months from the date of receipt.

During this period, the SUPPLIER shall guarantee the USER against any occurrence of anomalies, incidents, errors, or malfunctions in relation to the specifications. A log of anomalies and a log of SUPPLIER's interventions will be kept for this purpose. In this connection, the SUPPLIER undertakes to remedy, at no cost, any incident detected, identified, and reproducible by the USER. The SUPPLIER will give preference to a remote solution for the resolution of any incident. The USER will provide the SUPPLIER with the necessary access and information. In the event that the SUPPLIER is unable to resolve the incident remotely, the USER will be charged for travel and accommodation expenses.

If the request for intervention is prompted by an incident that cannot be attributed to the SOFTWARE / SOFTWARE in the version supplied by the SUPPLIER, the SUPPLIER will invoice, in addition to the travel and accommodation expenses, the time spent at the price in force at the SUPPLIER on the date of the intervention.

Article 6 - Termination of contract

6.1 By the SUPPLIER

- The SUPPLIER reserves the right to terminate the license unilaterally and automatically for use, without prejudice to any damages in the following cases:
- - Non-payment by the USER of the license fee, after formal notice has been sent to the USER by registered letter with acknowledgement of receipt and has remained without effect for a period of fifteen (15) days;
- - Infringement of copyright. In case of termination, the USER undertakes to proceed, on each robot or station, to uninstall the SOFTWARE / SOFTWARE PRODUCT.

6.2 By the PARTIES

In the event of a breach by one of the PARTIES of one or more of its obligations under these general terms and conditions, not remedied within twenty (20) calendar days from the sending of a registered letter with acknowledgement of receipt notifying the said breach, the other PARTY may automatically terminate these general terms and conditions, without prejudice to any compensation that the latter may claim.

Article 7 - Sub-license

The USER may use the SOFTWARE / SOFTWARE PRODUCT only for its own needs. It is forbidden to grant sub-licenses. The USER shall not grant, even free of charge, the right of use to third parties.

Article 8 - Ownership

The SOFTWARE / SOFTWARE PRODUCT and its documentation referred to in Article 3, as well as any copies, shall remain the exclusive property of the SUPPLIER, which reserves the status of author in accordance with the provisions of the Intellectual Property Code.

The SOFTWARE / SOFTWARE PRODUCT may not be assigned, contributed or transferred without the SUPPLIER's consent. The SUPPLIER shall indemnify the USER against any infringement proceedings that may be brought against it, provided that the SUPPLIER is promptly notified in writing by the USER and that the SOFTWARE has not been modified by the USER.

The license granted by the SUPPLIER gives the USER the right to use the SOFTWARE / SOFTWARE owned by the SUPPLIER, on the hardware designated in the purchase order, which implies that:

- - The USER agrees to use this SOFTWARE / SOFTWARE PRODUCT only for its own needs. It shall not provide the SOFTWARE / SOFTWARE PRODUCT in any form whatsoever or make it available to anyone except its employees.
- - The USER agrees not to develop or market the SOFTWARE / SOFTWARE PRODUCT subject of this order form or products that may compete with it.
- - The USER shall not modify or adapt the SOFTWARE / SOFTWARE PRODUCT unless expressly authorized in writing by the SUPPLIER.
- - The USER may not correct errors in the SOFTWARE/ SOFTWARE PRODUCT, the PARTIES expressly agreeing to reserve such correction to the SUPPLIER.

Article 9 - Incessibility

It is expressly agreed that the rights granted by the SUPPLIER may not be transferred to a third party by the USER. The rights of use shall not be transferable, even in the event of the transfer of the business, lease, merger, or any other transaction that would result in the transfer of the USER's rights to a third party.

Article 10 - Equipment

The USER is responsible for the proper functioning of the equipment and the compliance of its environment with the manufacturer's specifications. The use of the SOFTWARE / SOFTWARE PRODUCT on any other hardware, even operated by the USER, is prohibited. Any modification of the designated hardware or additional installation to the designated hardware shall be subject to an amendment to this agreement.

The right of use may be transferred exceptionally and temporarily to backup equipment at one of the USER's sites, if the USER's site or equipment is temporarily unavailable or unusable. In such cases, the USER shall notify the SUPPLIER by registered letter with acknowledgement of receipt.

With the exception of this hypothesis, any transfer of the SOFTWARE / SOFTWARE PRODUCT to a site not belonging to the USER, or to equipment other than that designated, must have the prior written consent of the SUPPLIER, which reserves the right to refuse the transfer.

In the event that the transfer is likely to require intervention by the SUPPLIER, at the USER's expense, for assistance or maintenance, the USER shall notify the SUPPLIER by registered letter with acknowledgement of receipt, giving three (3) months' notice. The USER undertakes to destroy, without delay, the SOFTWARE / SOFTWARE PRODUCT and its copies on the backup hardware, in the event of

temporary unavailability, or on the old hardware in the event of permanent transfer. Failing this, the SUPPLIER reserves the right to charge the additional availability fee.

Article 11 - Delivery and installation of the SOFTWARE

The SUPPLIER will provide the USER with the SOFTWARE / SOFTWARE PRODUCT consisting of programs delivered in a language that can be directly assimilated by the robot or computer provided in the configuration, and its documentation. The SUPPLIER will not be held responsible for delays caused by the unavailability of the designated hardware or personnel to be provided by the USER.

If additional work is requested by the USER, it shall be the subject of a separate agreement.

Installation shall be deemed to have been completed upon physical installation of the SOFTWARE / SOFTWARE PRODUCT on the hardware.

Article 12 - Backup copy

The USER may only make such backup copies as are necessary for its operations, for security purposes. Such copies shall remain the property of the SUPPLIER and shall be the subject of an inventory accessible to the latter.

Article 13 - Disclosure

The SOFTWARE / SOFTWARE PRODUCT is part of the SUPPLIER's trade secrets and know-how and shall be considered by the USER as confidential information, whether or not it may be protected by intellectual property right, patent, copyright, or otherwise.

In this regard, the USER shall not communicate the SOFTWARE / SOFTWARE in its source or executable versions as well as programs and other elements (documentation, etc.) constituting all or part of the software package. The USER also undertakes to take all necessary measures to ensure that the SOFTWARE / SOFTWARE and its documentation are not made available to third parties, and undertakes to ensure that its employees or staff respect these obligations and the copyright of the SUPPLIER. The USER undertakes to take all necessary precautions to prevent the disclosure or unlawful reproduction or use by its staff and/or service providers, in particular by having them sign a personal undertaking of confidentiality. The USER shall not use the specifications of the SOFTWARE / SOFTWARE PRODUCT to create or allow the creation of a program with the same purpose.

The SUPPLIER is expressly authorized to verify compliance with these obligations at any time. Should the USER fail to comply with the obligations set forth in this Article, the SUPPLIER reserves the right to claim compensation from the USER in an amount equal to two (2) times the amount corresponding to the price of the user license paid by the USER on its behalf.

Article 14 - Changes

The USER undertakes not to make any changes to the items supplied by the SUPPLIER without the latter's prior written consent. Failure to comply with this clause shall deprive the USER of the benefit of the warranty and maintenance, without the USER being entitled to claim any compensation as a result.

Article 15 - Responsibility

- The SUPPLIER is subject to an obligation of means, to the exclusion of all others. It guarantees that the SOFTWARE / SOFTWARE PRODUCT complies with the specifications described in its documentation. The USER assumes all responsibilities other than that of compliance of the SOFTWARE / SOFTWARE PRODUCT with the specifications, and in particular those concerning:
 - The operation of the SOFTWARE / SOFTWARE PRODUCT
 - The qualification and competence of its staff.

The USER is furthermore responsible for the protection of the recorded data and the repair of the databases, the results obtained, the compliance of the use of the SOFTWARE / SOFTWARE PRODUCT with the legislation. It is the USER's responsibility to develop operating procedures and to set up appropriate control points and security mechanisms for the backup and repair of data in case of anomalies in the course of the programs.

The USER shall be solely responsible for any malfunctions or damage caused by any modification to the SOFTWARE / SOFTWARE PRODUCT, however minor, whether or not authorized by the SUPPLIER. The USER expressly acknowledges having received from the SUPPLIER all the information necessary to enable him/her to assess the suitability of the SOFTWARE / SOFTWARE PRODUCT for his/her needs, and to take all necessary precautions for its implementation and operation. Under no circumstances will the SUPPLIER be liable to compensate for any direct or indirect damage, even if it has been informed of such damage. The USER will be solely responsible for the use of the SOFTWARE / SOFTWARE PRODUCT.

Article 16 - Litigation

The order form and the present license agreement and general terms of use are subject to French law. Any dispute relating to the interpretation or execution of the order form and this license agreement and general conditions of use will be submitted to the competent courts.

Article 17 - Entirety - Partial invalidity

The purchase order(s) and this License Agreement and Terms and Conditions of Use express the entire obligation of the PARTIES. No document shall create any obligation under this purchase order unless it is the subject of an amendment signed by the PARTIES. If any provision(s) of any purchase order or of this License Agreement and Terms and Conditions of Use are held to be invalid by any law or regulation, or declared invalid by a final decision of a court of competent jurisdiction, such provision(s) shall be deemed unwritten, and the remaining provisions of this purchase order and/or this License Agreement and Terms and Conditions of Use shall remain in full force and effect.

Article 18 - Election of residence

The PARTIES elect domicile, unless otherwise expressly agreed, at the addresses of their respective headquarters.

Article 19 - Processing and protection of personal data

KUKA undertakes not to provide the personal data of its Users to third parties, either free of charge or in return for payment, except to third parties designated by the User himself within the framework of the service, or to legal authorities following a court decision.

The collection of personal data is done in accordance with the French Data Protection Act n°78-17 of January 6, 1978, relating to data processing, files and freedoms, and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

Article 20 Control Authority

The supervisory authority is the Commission Nationale de l'Informatique et des Libertés (CNIL), which the User may freely refer to.

Article 21 – Counterfeit

At any time each party will be required to inform the other on any infringement relating to the SOFTWARE / SOFTWARE PRODUCT and elements of the SOFTWARE / SOFTWARE PRODUCT that it has knowledge.

Article 22 – Applicable law. Original text

The contract is governed by the law of the country where the Designer has its registered office. The French text of this contract is the original text.

KUKA France 13/06/2024