

Software Licence Agreement

V1.1 – September 2026

between

KRONOS Mechatronics GmbH

Muggenhofer Str. 141

90429 Nürnberg

Germany

hereinafter referred to as “**KRONOS**”

and

the **user of this software**,

hereinafter referred to as “**Licensee**”.

“KRONOS and Licensee are also referred to individually as ‘**Party**’ and collectively as ‘**Parties**’.”

1. Scope of this Agreement

- 1.1. KRONOS grants the Licensee a license to use the software Aion-5X (“Licensed Product”) subject to the terms and conditions of this Software License Agreement (“Agreement”).
- 1.2. The Licensed Product comprises the executable (object) code of the software, APIs, integration interfaces (if applicable), and the related electronic documentation provided by KRONOS.
- 1.3. The Licensed Product may be provided as perpetual license, subscription, usage-based model or in combination with hardware systems, as defined in the applicable commercial terms.

2. Grant of Rights

- 2.1. KRONOS hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right to use the Licensed Product in time, manner and place subject to the terms of this Agreement.
- 2.2. The right to use and exploit is limited to the intended purposes as CAD / CAM and production software within the Licensee’s internal business operations.
- 2.3. The right to copy the Licensed Product granted to Licensee herein is limited to the installation of the Licensed Product on a computer system or hardware system which is in Licensee’s possession and to fulfil the Purpose of Use, including necessary technical copies and backup copies pursuant to Section 69d para. (2) UrhG.
- 2.4. The Licensee shall not modify, adapt, translate or create derivative works of the Licensed Product, except to the extent permitted by mandatory law. Any permitted adjustments shall be limited to maintaining the agreed functionality.
- 2.5. Licensee will refrain from decompiling, reverse engineering or otherwise attempting to derive the source code or underlying algorithms of the Licensed Product, except where expressly permitted by mandatory law.
- 2.6. No more extensive rights to use and exploit the Licensed Product are granted to Licensee.
- 2.7. Licensee undertakes to allow KRONOS or an agent of KRONOS to audit whether Licensee’s use of the Licensed Product is consistent with the rights granted herein upon reasonable notice and legitimate interest.

3. Platform Use, APIs and Integrations

- 3.1. The Licensed Product may include APIs, SDKs or other interfaces (“Interfaces”).

- 3.2. KRONOS grants the Licensee a non-exclusive right to use such Interfaces solely to integrate the Licensed Product into internal systems and to develop custom workflows and process strategies.
- 3.3. The Licensee may implement custom configurations and process logic, provided that no modification of the core software is performed, no extraction of proprietary algorithms takes place, and the Licensed Product remains the primary execution and control layer.
- 3.4. The Licensee shall not use the Licensed Product or Interfaces to develop, train or improve any competing software, algorithms or models.
- 3.5. Any use of the Interfaces to replicate, replace or compete with the Licensed Product is prohibited.
- 3.6. KRONOS may define technical or certification requirements for integrations.

4. Hardware Binding and System Use

- 4.1. Where applicable, the license may be restricted to specific hardware systems (e.g. KRONOS machines) identified by serial number.
- 4.2. The Licensed Product may only be used in connection with authorized systems.
- 4.3. Custom process strategies may be deployed within such systems, provided that the Licensed Product is not bypassed or replaced.

5. Delivery and Installation of the Licensed Product

- 5.1. KRONOS shall deliver the Licensed Product either on data storage media or via remote transfer. Delivery may include remote activation, license keys or access credentials. Licensee shall receive software documentation as electronic document in English. The parties agree KRONOS's registered office as the place of performance for the delivery of the Licensed Product. Licensee shall bear all costs and risks related to such delivery. Upon transfer of the Licensed Product, the risk of transportation (particularly the risk of accidental loss or destruction) of the copies of the Licensed Product passes to Licensee.
- 5.2. The Licensed Product is licensed, not sold. Ownership of intellectual property remains with KRONOS.
- 5.3. Licensee is responsible for providing and maintaining a system environment suitable for the operation of the Licensed Product, including compatible hardware, operating systems, interfaces, and connectivity. KRONOS may define, update or communicate system requirements from time to time. The Licensee shall ensure compliance with such requirements. KRONOS shall not be responsible for any malfunction or performance issues resulting from non-compliance with such requirements.
- 5.4. The Licensed Product shall be installed by Licensee. Licensee must notify KRONOS in writing of the respective installation locations of the copies of the Licensed Product. This shall also apply to any later change of installation locations.
- 5.5. All rights, title and interest in and to the Licensed Product, including all copies, remain with KRONOS. Upon breach of contract by Licensee, in particular in the event of default of payment, KRONOS shall be entitled to require Licensee to cease use of and delete all copies of the Licensed Product at Licensee's expense and, if applicable, to assign to KRONOS any claims for return against third parties. Upon KRONOS's request, Licensee shall confirm in writing that no copies of the Licensed Product or parts thereof have been retained and that all installations of the Licensed Product have been irrevocably deleted from Licensee's or any third party's systems. Licensee shall not transfer, assign or otherwise dispose of any rights to the Licensed Product except as expressly permitted under this Agreement or with KRONOS's prior written consent.

6. Licence Fees and License Model

- 6.1. The licence fees owed by the Licensee are determined by the applicable commercial terms at the time of order, purchase or activation.

- 6.2. The license may be: perpetual, subscription-based or usage-based (e.g. per machine, job or volume).
- 6.3. Subscription licenses renew automatically unless terminated with one month's notice.
- 6.4. Invoices are payable within 10 days.
- 6.5. All amounts are exclusive of VAT.

7. Data and Usage Rights

- 7.1. The Licensee retains ownership of its production and operational data.
- 7.2. KRONOS is entitled to use anonymized and aggregated data for improving the Licensed Product, product development and training of algorithms. KRONOS may use such data to develop and commercialize improvements across its product portfolio.
- 7.3. KRONOS retains all rights to improvements, derived process knowledge and system optimizations.
- 7.4. Personal data processing shall comply with applicable data protection laws.

8. Rights in Case of Defects

- 8.1. The software provided by KRONOS shall be substantially in accordance with the product description. Rights in case of defects shall be excluded in the event of minor or immaterial deviations from the agreed or assumed characteristics and in the event of only slight impairment of use. Product descriptions shall not be deemed guaranteed unless separately agreed in writing. In respect of updates, upgrades and the delivery of new versions, Licensee's rights in case of defects shall be limited to the new features of the update, upgrade or new version compared to the previous version release.
- 8.2. If Licensee demands replacement performance because of a defect, KRONOS has the right to choose between the improvement, replacement delivery or replacement of services. If the defect is not cured within a first time limit and Licensee has set KRONOS a reasonable second time limit without success or if a reasonable number of attempts to remedy, replacement deliveries or replacement services are unsuccessful, then Licensee may, subject to the statutory prerequisites, at its option withdraw from this Agreement or reduce the price and claim damages or reimbursement of costs. The remedying of the defect may also take place through the delivery or installation of a new program version or a work-around. If the defect does not or not substantially impair the functionality, then KRONOS is entitled to the exclusion of further rights in case of defects, to remedy the defect by delivering a new version or an update as part of its version, update and upgrade planning.
- 8.3. Defects must be notified in writing with a comprehensible description of the error symptoms, as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects. The notification of the defect should enable the reproduction of the error. This shall not affect the statutory obligation of Licensee to inspect and notify defects.
- 8.4. Licensee's rights in case of defects are limited to 12 months and the period shall begin on the date of delivery of the first copies of the Licensed Products including access to online documentation. In respect of the delivery of upgrades and new versions (not updates), the period for such deliverables shall in each case begin on the date of delivery.
- 8.5. Licensee shall notify defects without undue delay after becoming aware of them.
- 8.6. Any claims for damages are subject to the limitations set forth under Section 10.
- 8.7. If the defect is caused by the defective products of a sub-supplier and the sub-supplier does not act as an assistant in performance of KRONOS, rather KRONOS is merely passing on a third party product to Licensee, then Licensee's rights in case of defects shall at first hand be limited to the assignment of KRONOS's rights in case of defects against its sub-supplier. This shall not apply, when the defect is caused by improper handling of the sub-supplier's product for which KRONOS is responsible. If Licensee is unable to assert his rights in case of defects against the supplier out of court, KRONOS's subsidiary liability for Licensee's rights in case of defects shall remain unaffected.

- 8.8. Amendments or additions to the services or items delivered which Licensee carries out itself or through third parties, shall exclude Licensee's rights in case of defects, unless Licensee proves that the amendment or addition did not cause the defect. KRONOS shall also not be responsible for defects, which are caused by improper use or improper operation or the use of unsuitable means of operation by Licensee.
- 8.9. KRONOS may refuse to remedy defects or deliver replacements, until Licensee has paid the agreed fees to KRONOS, less an amount which corresponds to the economic value of the defect.
- 8.10. Licensee is aware that the Licensed Product may contain open-source-software. Open-source components are subject to their respective license terms, which shall prevail in case of conflict.

9. Rights in Case of Defects in Title

- 9.1. The software delivered or provided by KRONOS shall be free from third party rights, which prevent the use in accordance with the contract. Excepted from this are customary retentions of title.
- 9.2. If third parties are entitled to such rights and they pursue these, then KRONOS shall do everything in its power, in order to defend the software at its own expense against the third party rights claimed. Licensee shall inform KRONOS in writing without delay of the claiming of such rights by third parties and shall give KRONOS all powers of attorney and authorisations which are necessary in order to defend the software against the third party rights claimed.
- 9.3. To the extent that there are defects in title, KRONOS is
 - 9.3.1. entitled at its option to either (i) take legitimate measures to remove the third party rights, which impair the contractual use of the software, or (ii) remedy the enforcement of such claims, or (iii) change or replace the software in such a manner, that it no longer infringes the rights of third parties, provided and to the extent that this does not substantially impair the warranted functionality of the software, and
 - 9.3.2. under an obligation to reimburse Licensee for its necessary refundable costs incurred in the enforcement of legal claims.
- 9.4. If KRONOS fails to procure a release under Section 9.3 within a reasonable time limit set by Licensee, then Licensee may, subject to the statutory prerequisites, at its option withdraw from this Agreement or reduce the price and claim damages.
- 9.5. In all other respects, the provisions of Section 8 shall apply accordingly.

10. Liability, Damages

- 10.1. KRONOS shall be liable under the terms of this Agreement only in accordance with the following in this section:
 - (a) KRONOS shall be liable without limitation for losses caused intentionally or with gross negligence by KRONOS, its legal representatives or senior executives and for losses caused intentionally by other assistants in performance; in respect of gross negligence of other assistants in performance KRONOS's liability shall be as set forth in the provisions for simple negligence in (e) below.
 - (b) KRONOS shall be liable without limitation for death, personal injury or damage to health caused by the intent or negligence of KRONOS, its legal representatives or assistants in performance.
 - (c) KRONOS shall be liable for losses arising from the lack of any warranted characteristics up to the amount which is covered by the purpose of the warranty and which was foreseeable for KRONOS at the time the warranty was given.
 - (d) KRONOS shall be liable in accordance with the German Product Liability Act in the event of product liability.

- (e) KRONOS shall be liable for losses caused by the breach of its primary obligations by KRONOS, its legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which Licensee may rely. If KRONOS breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by KRONOS at the time the respective service was performed.
- 10.2. KRONOS shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.
- 10.3. KRONOS' total liability under this Agreement is limited to the lower of (i) €500,000 or (ii) the total license fees paid in the preceding 12 months.
- 10.4. Any more extensive liability of KRONOS is excluded on the merits.

11. Remote Services, Updates and Connectivity

- 11.1. The Licensed Product may require internet connectivity.
- 11.2. Unless expressly agreed otherwise, KRONOS is under no obligation to provide updates, upgrades, maintenance or support services.
- 11.3. Temporary limitations due to maintenance do not constitute a defect.

12. Term and Termination

- 12.1. The term of the license is defined by the applicable commercial terms.
- 12.2. KRONOS may terminate for cause, in particular in case of: breach of license terms or non-payment.
- 12.3. Upon expiration or termination of the licence:
 - 12.3.1. Where the Licensed Product is used in connection with authorized KRONOS hardware systems, the Licensee's right to use the Licensed Product shall continue in its last provided version, solely in connection with such systems. Any entitlement to updates, upgrades, support services or further developments requires a valid subscription.
 - 12.3.2. In all other cases, in particular where the Licensed Product is used independently of KRONOS hardware systems, all rights of use shall cease. The Licensee shall immediately discontinue use of the Licensed Product and delete or uninstall all copies from its systems and, upon request, confirm such deletion in writing.
- 12.4. Upon termination, all rights of use shall cease. Licensee shall delete all copies of the Licensed Product and, upon request, certify in writing that all copies have been deleted and no further use is made.

13. Export Control

The Licensed Product may be subject to German and/or EU export control regulations. Licensee will observe such export regulations and on request by KRONOS provide KRONOS with end user declarations if necessary.

14. Confidentiality

- 14.1. Licensee shall hold in confidence and shall not disclose to any person any information on the business operations of KRONOS or its affiliated companies if designated by KRONOS to be confidential. Licensee shall use such confidential information only for the purpose for which it was disclosed and shall not use or exploit such information for its own benefit or for the benefit of another person without the prior written consent of Licensee.

- 14.2. The foregoing obligation shall not apply, however, to such information and/or to any part thereof which Licensee can prove:
- a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Licensee;
 - b) becomes known to Licensee through disclosure by sources other than KRONOS or one of its affiliated companies having no duty of confidentiality to KRONOS, whether direct or indirect, with respect to such information and having the legal right to disclose such information; or
 - c) is required to be disclosed by Licensee to comply with applicable laws or governmental regulations, provided that Licensee submits prior written notice of such disclosure to KRONOS and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
- 14.3. The duty of confidentiality under this Section 14 shall continue for a period of five (5) years after the termination of this Agreement.
- 14.4. The Licensee shall impose an obligation on its employees in accordance with this Section 14.

15. Notices

All declarations or other notices within the context of this Agreement shall be made in writing by email, post or courier to the following addresses:

To KRONOS:

KRONOS Mechatronics GmbH, Fürther Str. 246 c, 90429 Nürnberg

To LICENSEE:

or to such other persons or addresses as one party may specify to the respective other party in writing in the future. Any communication or notices shall be effected in English, if applicable.

16. Miscellaneous

- 16.1. The rights and obligations are not transferable without prior written consent of KRONOS.
- 16.2. This Agreement shall be governed by German law with the exception of the rules of the private international law and the United Nations Convention on Contracts for the International Sale of Goods.
- 16.3. Changes and amendments to this Agreement must be made in writing in order to be valid. This shall also apply to any amendment of this requirement for written form.
- 16.4. Any rights established under this Agreement may only be waived in writing.
- 16.5. This Agreement contains all agreements made between the parties in respect of the subject matter hereof and shall supersede all previous provisions agreed between the parties in respect of the subject matter hereof. No ancillary agreements to this Agreement have been made.
- 16.6. Should any provision of this Agreement be or become invalid, ineffective or unenforceable, the remaining provisions shall remain valid. The parties undertake to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which comes as close as possible to the economic interests of the parties. This shall also apply in the event of a contractual gap.
- 16.7. In case of any dispute arising in connection with this Agreement the parties will at first attempt to find an amicable solution. All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of the arbitration is Nuremberg, Germany. The language of the arbitration shall be German or English.

