

Software License Agreement

This Software License Agreement ("**Agreement**"), effective as of _____ ("**Effective Date**"), is between the TTA-ISO Group of companies ("**TTA-ISO**" or "**we**") and _____ ("**you**" or "**Customer**"). This Agreement is attached to and forms part of the purchase agreement between TTA-ISO and you.

Article 1: Definitions

Let's define some important terms we'll be using:

1. "**Equipment**" means the machines made by TTA-ISO and sold to you, our Customer.
2. "**Documentation**" includes the user guides and technical instructions for the Software, which we'll update as we believe is necessary.
3. "**Term**" is how long your license to use the Software lasts, as specified in Article 12.
4. "**Fee**" is the amount you agree to pay for the Software license, as stated in the accompanying purchase agreement.
5. "**Functional Release**" is a new version of the Software that has new features compared to earlier versions.
6. "**Intellectual Property Rights**" protect things like patents, copyrights, trademarks, and trade secrets, ensuring that creative works and inventions are safe.
7. "**Maintenance Services**" or "**Maintenance**" refers to the support we provide to you as described in Article 13.
8. "**Maintenance Release**" is a new version of the Software that fixes issues.
9. "**Software**" means the software itself, including its code, updates, any third-party software included, and the Documentation we provide.
10. "**Release**" can mean either a Functional Release or a Maintenance Release.
11. "**Terms**" are these "**License Terms**", which may change from time to time with your written consent.
12. "**Permitted Use**" means you can use the Software on the Equipment for your own business needs, following these Terms and the Documentation. You may have up to [NUMBER] authorized users unless we agree otherwise in writing.
13. "**Third-Party Software**" means any software created by others that is included with or incorporated into our Software, including open-source software. These products have their own license terms that you must follow.

Article 2: License

1. While your license is active and as long as you follow these Terms, TTA-ISO gives you a limited, non-exclusive, non-sublicensable, non-transferable right to use the Software for the Permitted Use. All other rights are reserved. You need to pay the

agreed Fee to TTA-ISO during this time. If you don't pay, your license will end as described in Article 12.

2. You cannot share the Software with others, use it for their benefit, or sell it without our written permission. You also shouldn't try to reverse engineer, decompile, decode, or break the Software, and you must not disable any security features or remove any proprietary notices.
3. Please provide reasonable access to the Equipment and work with our team if we need to look into any issues. It's also important to train your current and future employees on how to use the Software properly.
4. You are responsible for all uses of the Software by your employees, visitors, and contractors. Any misuse by them will be treated as a breach by you.
5. If we include Third-Party Software with our Software, you must follow the license terms for those products. If you don't agree to those terms, you should not install or use that Third-Party Software.

Article 3: Ownership Rights

1. All rights related to the Software, including updates and any related works, belong only to TTA-ISO, our affiliates, or our licensors, and you don't gain control over these rights through this Agreement. With respect to Third-Party Software, those rights belong to the applicable third-party owners.
2. We ask that you respect our rights and let us know right away if you hear about any infringement.
3. If you send us suggestions, ideas, or feedback about the Software ("**Feedback**"), we're free to use that Feedback for any purpose without any obligation to compensate you. You agree that we own all rights to any Feedback you provide.

Article 4: Data you upload and provide

1. When you upload photos, images, or other data to the Exchange Platform so we can annotate or process them, you agree that:
 - a. All uploaded content and any related data (including the annotations we create) become owned by TTA-ISO.
 - b. We may use this content to improve the Exchange Platform, CuttingVision, and our other services.
 - c. We may provide this content and the results to other users of the CuttingEdge platform.
2. You understand that once we've annotated your photos and incorporated the results into our trained models and the Exchange Platform, they become a permanent part of our system. This means you cannot ask us to remove, delete, or return these annotation results later.
3. By uploading content, you represent that you have the right to upload it and give us these rights, and that the content doesn't violate anyone else's intellectual property

rights.

Article 5: Limited Warranty

1. TTA-ISO promises that, for 90 days after you receive the Software and use it in the original, intended, environment, it will work substantially as described in the Documentation, as long as you use it according to these Terms. We also warrant that, at the time of delivery, the Software does not contain any virus or malicious code.
2. This warranty does not apply to Third-Party Software. We make no warranties whatsoever regarding Third-Party Software.
3. This warranty doesn't apply if:
 - a. It's related to a new version that we haven't delivered to you yet.
 - b. The Software is used incorrectly or not according to the Documentation.
 - c. A non-certified third-party service provider has changed the Software.
 - d. You're not using the latest version of the Software that we've provided to you.
 - e. Errors are caused by you, your hardware, or other software.
 - f. The ICT environment, hardware, or network on which the Software operates has been changed without our written approval.
 - g. You've modified or damaged the Software.
 - h. You've installed or used the Software with hardware or software we haven't approved in writing.
 - i. The hardware is placed in an environment which is generally considered unsafe by normal industry standards (like exposure to the elements, or extreme heat or cold).
4. If the Software doesn't meet this warranty and you notify us in writing within the 90-day period, we will, at our choice, either: (i) repair or replace the Software; or (ii) refund the Fee you paid for the Software if you stop using it and return all copies to us. This is our sole liability and your only remedy for warranty issues.
5. EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SYSTEM, OR MEET YOUR SPECIFIC REQUIREMENTS.

Article 5: Claims of Infringement

1. TTA-ISO will defend you against any claims from others that the Software or Documentation infringes on any registered patent, copyright, or trademark in the

European Union or United States, as long as you quickly inform us of the claim in writing and help us in the defense. We'll take control of the defense and have the authority to resolve the claim.

2. If such a claim happens or appears possible, we may, at our choice: (i) modify the Software to make it non-infringing; (ii) replace it with non-infringing software; (iii) obtain the right for you to continue using it; or (iv) terminate this Agreement and refund a pro-rata portion of the Fees you've paid.
3. We're not responsible for infringement claims that come from:
 - a. Using the Software in a way that doesn't follow the Documentation or these Terms.
 - b. Using an outdated version of the Software.
 - c. Using a version without applying all necessary updates we've provided.
 - d. Using the Software with hardware, software, or data not provided or approved by us in writing.
 - e. Modifications to the Software not made by us.
 - f. Third-Party Software.
4. You agree to defend and cover TTA-ISO for our losses (including damages, lost profits, and legal costs) from claims by others that arise from your:
 - a. use of the Software or Documentation in violation of these Terms;
 - b. negligence or willful misconduct;
 - c. use of the Software with unauthorized products; or
 - d. your modifications to the Software.
5. OUR TOTAL LIABILITY FOR INFRINGEMENT CLAIMS UNDER THIS ARTICLE IS LIMITED TO THE FEES YOU'VE PAID IN THE 12 MONTHS BEFORE THE CLAIM AROSE. THIS IS YOUR SOLE REMEDY FOR INFRINGEMENT ISSUES.

Article 6: Limitation of Liability

1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TTA-ISO WILL NOT BE LIABLE FOR:
 - a. ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES
 - b. LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITIES
 - c. LOSS OF DATA OR COST OF RECOVERING DATA
 - d. BUSINESS INTERRUPTION OR LOSS OF PRODUCTION
 - e. LOSS OF GOODWILL OR REPUTATION
 - f. COST OF REPLACEMENT GOODS OR SERVICES
2. EVEN IF WE'VE BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE:
 - a. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), WILL NOT EXCEED THE TOTAL FEES YOU'VE PAID TO US IN THE 12 MONTHS BEFORE THE EVENT THAT CAUSED THE CLAIM.

- b. These liability limitations don't apply to: (i) our obligations under Article 5 (which has its own cap); (ii) death or bodily injury caused by our gross negligence or willful misconduct; or (iii) our obligations that cannot be limited by law.
- c. You acknowledge that the Fees reflect this allocation of risk and that we would not enter into this Agreement without these limitations.

Article 7: Payment Terms

1. You must pay all Fees stated in the pricing schedule on or before the due dates specified. All payments must be made net in Euros (or US dollars if specified) without any deductions (for your wiring costs or otherwise) or offsets.
2. If you fail to pay on time:
 - a. You'll owe us interest at 1.5% per month (or the maximum rate allowed by law, whichever is lower) on all late amounts, calculated daily and compounded monthly.
 - b. You must reimburse us for all reasonable costs we incur in collecting late payments, including attorney fees and collection agency costs.
 - c. If payment is more than 10 business days late, we may suspend your access to the Software until all amounts are paid, without any liability to you.
 - d. If payment is more than 30 days late, we may terminate this Agreement as described in Article 12.
3. All Fees are exclusive of taxes. You're responsible for all sales, use, VAT, and similar taxes, except for taxes on our income.
4. Audit Rights: We may, at our own expense and with reasonable notice, inspect your records to verify compliance with this Agreement. If we find you've underpaid by 5% or more, you must pay the shortfall plus interest, and you'll also reimburse us for the audit costs. These audit rights continue for 2 years after this Agreement ends.

Article 8: Confidential Information

1. During our relationship, we may each share confidential information with the other, including business plans, technical data, customer information, pricing, and trade secrets, whether or not marked as "confidential" - ("**Confidential Information**").
2. Confidential Information doesn't include information that you can show by written evidence: (i) is publicly available through no fault of yours; (ii) you already knew it before we shared it; (iii) you received from someone else who had the right to share it; or (iv) you developed independently.
3. You agree to:
 - a. Keep our Confidential Information secret and not share it with anyone except your employees who need to know it.
 - b. Use our Confidential Information only for the purposes of this Agreement.

- c. Protect our Confidential Information with at least the same care you use for your own confidential information, which must be no less than a commercially reasonable level of care.
4. You may disclose Confidential Information if required by law, but you must notify us first and give us a chance to object or seek a protective order.
5. When this Agreement ends, you must promptly return or destroy all our Confidential Information and certify in writing that you've done so.
6. Your confidentiality obligations last for 5 years from when we first shared the information with you. However, for information that qualifies as a trade secret under applicable law, your obligations continue for as long as it remains a trade secret.

Article 9: Data Collection and Privacy

1. TTA-ISO will have continuous online access to the Equipment and its software systems through secure remote connection. We may collect and analyze operational data, performance metrics, and usage statistics from the Equipment for the following purposes:
 - a. Product improvement and development
 - b. Preventive maintenance and support
 - c. Quality control and troubleshooting
2. You agree that TTA-ISO may use this data in an aggregated, anonymized, and non-identifiable way for:
 - a. Product development and improvement
 - b. Market research and analysis
 - c. Marketing materials and case studies (without identifying you)
3. We will not:
 - a. Share your identifiable data with third parties without your consent
 - b. Use the data in any way that violates applicable data protection laws (including GDPR)
 - c. Collect or access any personal data of your employees or customers without proper legal basis
4. You remain the owner of any data you input into the Software, except for our rights under Article 4 relating to data that you upload. We only have the rights described in this Article to data generated by the Equipment's operation, plus our rights under Article 4.
5. If you have concerns about data collection, please contact us to discuss what data is collected and how it's used.

Article 10: Term and Termination

1. Term: This Agreement begins on the Effective Date and continues for [NUMBER] year(s) unless terminated earlier according to this Article (the "**Initial Term**").
[Optional: This Agreement will automatically renew for additional [NUMBER] year

term(s) unless either party gives written notice of non-renewal at least [NUMBER] days before the current term ends.]

2. Termination by TTA-ISO: We may terminate this Agreement immediately by giving you written notice if:
 - a. You fail to pay any amount when due and don't pay within 10 business days after we notify you in writing.
 - b. You breach any provision of Article 2 (License restrictions), Article 3 (Ownership), or Article 8 (Confidentiality).
 - c. You breach any other material term of this Agreement and don't fix it within 30 days after we notify you in writing.
 - d. You become insolvent, file for bankruptcy, make an assignment for the benefit of creditors, or have a receiver appointed.
 - e. You breach your payment obligations under any other agreement with TTA-ISO (including equipment purchase or lease agreements).
3. Automatic Termination: This Agreement automatically terminates immediately if:
 - a. You sell, transfer, or dispose of the Equipment for which this Software was licensed.
 - b. Any equipment lease between us related to this Software expires or is terminated.
 - c. The Equipment is transferred to another owner or custodian.
4. Termination by You: You may terminate this Agreement for convenience by giving us 90 days' written notice, but you won't receive any refund of Fees already paid.
5. Effect of Termination: When this Agreement ends for any reason:
 - a. Your license to use the Software ends immediately.
 - b. You must immediately stop using the Software.
 - c. You must delete, destroy, or return all copies of the Software and Documentation within 14 days.
 - d. You must certify in writing to us that you've done so.
 - e. You must still pay all Fees that became due before termination.
 - f. No refunds will be provided for Fees already paid.
6. Survival: Even after this Agreement ends, the following provisions continue to apply: Article 3 (Ownership Rights), Article 5 (Indemnification obligations), Article 6 (Limitation of Liability), Article 7.4 (Audit Rights for 2 years), Article 8 (Confidential Information), Article 10.5 (Effect of Termination), Article 10.6 (this Survival clause), and Article 11 (Other Provisions regarding law and disputes).

Article 11: Other Provisions

1. Entire Agreement: This Agreement, together with any attachments or exhibits, represents our complete understanding and replaces all previous agreements about the Software. However, the General Terms and Conditions of TTA-ISO are also part of this Agreement. If there's a conflict between this Software License and our General

Terms and Conditions, this Software License takes priority. Any general conditions from you do not apply to this Agreement.

2. **Changes to this Agreement:** Any changes to this Agreement must be made in writing and signed by both of us. The basic fee for maintenance services is calculated on a yearly basis, so this Agreement cannot be paused at any time and can only be terminated as described in Article 10.
3. **No Waiver:** If either of us doesn't enforce a term of this Agreement, it doesn't mean we waive our right to enforce it later.
4. **Severability:** If any part of this Agreement is found to be invalid or unenforceable, the remaining parts will still be in effect. We'll then work with you to replace the invalid provision with something similar that is valid. If we can't agree on the change(s), either party may terminate the Agreement and Article 10.5 will apply.
5. **No Right to Cancel:** Unless stated otherwise in this Agreement and permitted by law, neither party may dissolve or cancel the Agreement except as provided in Article 10.
6. **Assignment:** You cannot transfer your rights or obligations under this Agreement to anyone else without our written consent. However, if you sell the Equipment to a third party with our approval, the Software license may transfer to the buyer only if:
 - a. the buyer agrees in writing to be bound by all terms of this Agreement;
 - b. the buyer is not a competitor of TTA-ISO; and
 - c. we approve the transfer in writing beforehand. Any attempted transfer without our consent is void.
7. **Force Majeure:** Neither of us will be liable for delays or failures in performance (except your payment obligations) caused by events beyond our reasonable control, including: acts of God, floods, fires, earthquakes, pandemics, epidemics, war, terrorism, riots, government actions, embargoes, national emergencies, strikes, labor disputes, or shortages of power or transportation. If such an event prevents performance for more than 90 days, either of us may terminate this Agreement by giving written notice.
8. **Notices:** All formal notices under this Agreement must be in writing and sent to the addresses on the first page of this Agreement (or to updated addresses provided in writing). Notices are effective when received.
9. **Governing Law and Disputes:**
 - a. This Agreement is governed by the law governing the purchase agreement between the parties, of which this Agreement forms part.
 - b. The courts referenced as having jurisdiction in the purchase agreement between the parties are authorized to resolve any disputes between us.
 - c. All procedures and communication will be conducted in the English language.
 - d. The Vienna Sales Convention (CISG) does not apply.
 - e. The prevailing party in a dispute is entitled to its costs, including reasonable attorneys' fees.

10. Injunctive Relief: You acknowledge that if you breach Article 2 (License restrictions), Article 3 (Ownership), or Article 8 (Confidentiality), it would cause us irreparable harm that money damages couldn't fix. Therefore, we're entitled to seek injunctive relief (a court order to stop the breach) without having to post a bond or prove actual damages. This would be in addition to other remedies available to us.
11. Export Compliance: The Software may be subject to export control laws. You agree not to export, re-export, or transfer the Software to any country or person prohibited by law, and you'll comply with all applicable export regulations.
12. Independent Contractors: We are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between us.
13. No Third-Party Rights: This Agreement is only between you and TTA-ISO. No one else has any rights under this Agreement.

Article 12: Maintenance Services

1. Support Included: For the first [12 months / as specified in pricing schedule] after the Effective Date, we'll provide you with:
 - a. Technical support via email and phone during our normal business hours
 - b. Bug fixes and Maintenance Releases as we make them generally available
 - c. Access to updated Documentation
2. Support Exclusions: Our support doesn't cover:
 - a. Problems caused by your misuse, modifications, or use with unauthorized hardware/software
 - b. Training (available separately)
 - c. On-site support (available separately)
 - d. Issues with Third-Party Software (contact those vendors directly, but remember your confidentiality obligations in this Agreement in any communications with them)
3. Extended Support: After the initial support period, you may purchase extended maintenance services under a separate maintenance agreement. Without such an agreement, we have no obligation to provide support, updates, or bug fixes.
4. Updates: During the support period, you must install all Maintenance Releases we provide within 30 days. If you don't, we may not be able to support your Software version.

Article 13: Special Terms for Equipment-Related Licenses

1. Connection to Equipment: This Software license is specifically tied to the Equipment identified in the pricing schedule. The Software is designed to operate that specific Equipment and may not function properly with other equipment.
2. Equipment Sale or Transfer: If you sell, lease, or transfer the Equipment to a third party, this Software license will automatically terminate unless:

- a. You obtain our prior written consent for the transfer
 - b. The new owner agrees in writing to be bound by all terms of this Agreement
 - c. The new owner is not a competitor of TTA-ISO
 - d. Any outstanding Fees are fully paid
3. Equipment Lease Expiration: If you're leasing the Equipment from TTA-ISO or a third party, this Software license automatically ends when the equipment lease expires or terminates, unless we agree otherwise in writing.
4. Multiple Equipment Units: If you have multiple units of Equipment, each unit requires its own Software license unless we've agreed otherwise in writing in the pricing schedule.
5. Equipment Modifications: You must notify us in writing before making any significant modifications to the Equipment, as such modifications may affect the Software's performance and could void the warranty in Article 5.

Article 14: Source Code

- 1. No Source Code: We will not provide you with the source code for the Software under any circumstances. The Software is licensed to you in object code format only.

ACCEPTANCE

By signing below, both parties agree to be legally bound by the terms of this Software License Agreement as of the Effective Date.

TTA-ISO Group

Signature: _____

Name: _____

Title: _____

Date: _____

Customer: [CUSTOMER NAME]

Signature: _____

Name: _____

Title: _____

Date: _____