

CAP LICENCE TERMS

1. Scope

- 1.1 These Licence Terms apply to the use of the CAP calculation tool (hereinafter: "Program"), which Optibelt GmbH (hereinafter: "Optibelt") makes available to the Licensee for use.
- 1.2 The Licensee's general terms and conditions shall not apply, even if Optibelt does not object to their application or provides services without reservation.
- 1.3 These Licence Terms apply only to the use of the Program. All transactions involving payment, in particular purchase agreements, shall be governed by Optibelt's applicable General Terms and Conditions of Sale or, in the case of Licensees not resident in Germany, by Optibelt's International Conditions of Sale.

2. Subject Matter of this Contract

- 2.1 The Program is software for the planning and dimensioning of pulleys and V-belts, timing belts and V-ribbed belts (hereinafter collectively referred to as the „Belts“) using data entered by the Licensee. Optibelt grants the Licensee the right to use the Program free of charge in accordance with the following provisions. The right to use the Program applies to the version that is current and available at the time of the respective use.
- 2.2 Optibelt shall not be responsible for ensuring that the Program meets the Licensee's requirements; the Licensee shall satisfy itself, prior to use, that the Program meets the Licensee's requirements. The Program shall not be used for the configuration of pulleys and Belts for internal combustion engines, in particular not for automotive applications, including commercial vehicles. The Program is intended solely for the configuration of pulleys and Belts for industrial applications such as electric motors and generator sets.
- 2.3 Orders cannot be placed, and contracts cannot be concluded, via the Program in versions 6.0 and 6.5. The Program is intended solely to provide the Licensee with preliminary information and does not replace technical advice regarding the design of pulleys and Belts.

3. Software Provision and Internet Connection

- 3.1 After accepting these Licence Terms, the Licensee may independently download and install the Program from Optibelt's website optibelt.com.
- 3.2 Following installation, the Licensee may launch and run the Program three times to calculate configurations. For any further use of the Program, the Licensee shall register with Optibelt. Registration is carried out via Optibelt's website. After the data required for registration has been entered, Optibelt shall check whether the Licensee may be granted a further right of use. If Optibelt grants the Licensee a further right to use the Program, Optibelt shall complete the registration process and notify the Licensee accordingly.
- 3.3 Optibelt may, at its own discretion and at regular or irregular intervals, provide up-dates, patches or bug fixes free of charge (collectively referred to as „Updates“). The Licensee shall have no entitlement to the provision of Updates.
- 3.4 The Program requires an internet connection in order to check for Updates, automatically download and install them, and notify Optibelt whether the Licensee is registered to use the Program.
- 3.5 If Optibelt provides the Licensee with Updates, such Updates shall also be subject to these Licence Terms unless otherwise agreed separately.

4. Scope of the Rights of Use and Restrictions on Use

- 4.1 The Program is protected by copyright. As between Optibelt and the Licensee, all rights in the Program shall belong exclusively to Optibelt.
- 4.2 The Licensee may retrieve the Program from Optibelt's website and store, install and run it on the Licensee's computer. In addition, the Licensee may reproduce the Program insofar as this is necessary for the intended use of the Program. Necessary reproductions include, in particular, installing the Program and loading it into RAM.

- 4.3 Optibelt grants the Licensee a non-exclusive, non-transferable right, limited to the duration of the registration and revocable at any time, to use the Program for the planning and technical dimensioning of pulleys and Belts for the Licensee's own business purposes. Where registration is required for further use of the Program, the right of use shall be granted by Optibelt for the duration of the registration.
- 4.4 Information generated by the Program may be exported and stored by the Licensee in the ordinary course of business for the Licensee's own business purposes. Copying, reproducing or storing the Program itself on data carriers and using the Program in other systems is prohibited.
- 4.5 The right of use is expressly limited in scope to use for the Licensee's own purposes. Under no circumstances shall the Licensee be entitled, without Optibelt's written consent, to rent the Program or otherwise sub-license it, communicate the Program to the public or make it available to the public, whether against payment or free of charge, for example by way of Software as a Service (SaaS).
- 4.6 Furthermore, the Licensee shall only be entitled to reproduce, modify or decompile the Program insofar as this is permitted by law under Sections 69d and 69e of the German Copyright Act (UrhG).

5. Licensee's Obligations

- 5.1 The Licensee shall carefully select the data before entering it into the Program and check it for plausibility, accuracy and completeness. The Licensee shall likewise check the results of the data processing performed by the Program for plausibility, accuracy and completeness. The Program does not replace comprehensive planning and technical advice relating to the design and implementation of pulleys and Belts.
- 5.2 To the best of its knowledge and belief, Optibelt confirms that it is currently not aware of any errors in the Program or any third-party rights that would preclude its use. The Licensee shall notify Optibelt without undue delay, in text form, of any errors in the Program results. The Licensee shall also provide Optibelt with all information available to it concerning the error.

6. Liability

- 6.1 The calculations and configurations generated are based on the data entered by the Licensee. Optibelt points out that the suitability and fitness for use of the pulleys and Belts depend, in particular, on the suitability of all other components of the planned installation and their specifications. The data generated must therefore be regarded as a non-binding preliminary proposal and not as a final calculation. The Licensee shall carry out a final calculation taking into account all relevant factors and verify the suitability of the pulleys and Belts. Final responsibility for selecting the pulleys and Belts and for complying with all technical rules, laws and other regulations lies with the Licensee.
- 6.2 As the Program is provided free of charge, Optibelt's liability shall be limited to intent and gross negligence.

7. Final Provisions

- 7.1 Should any provision of these Licence Terms be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 7.2 German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 7.3 The exclusive place of jurisdiction for all disputes arising between the parties shall be the courts having jurisdiction over Optibelt's registered office, provided that the Licensee is a trader, a legal person under public law or a special fund under public law.