

PYLON END-USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY

THIS END-USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AN INDIVIDUAL OR A LEGAL ENTITY, ("CUSTOMER"), AND BASLER AG ("BASLER") FOR THE BASLER SOFTWARE PRODUCTS ACCOMPANYING THIS AGREEMENT, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE "ONLINE" OR ELECTRONIC DOCUMENTATION, ASSOCIATED MEDIA, AND/OR PRINTED MATERIALS ("SOFTWARE"). BEFORE YOU DOWNLOAD, INSTALL OR USE THE SOFTWARE, CAREFULLY READ THIS AGREEMENT. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. DEFINITIONS.

"Derivative" means a computer software (application) created by CUSTOMER that includes or is based in whole or in part on the SOFTWARE, including, but not limited to, incorporating the SOFTWARE into the Derivative by linking or otherwise using the SOFTWARE in any form whatsoever in CUSTOMER's Derivative.

"Documentation" means the Basler Product Documentation, Programmer's Guide and Reference Documentation, User's Manuals, if any, accompanying delivery of the SOFTWARE. Documentation may be delivered in printed and/or electronic and/or online forms.

"Evaluation License" means a license, supplied to CUSTOMER in the form of a License File that allows CUSTOMER to install and evaluate the SOFTWARE on any computer for a certain period of time.

"Runtime License" means a license, supplied to CUSTOMER in the form of a License File and a corresponding removable hardware component, e.g., a dongle, that allows CUSTOMER to install and use the SOFTWARE on any computer for an unlimited period of time.

"License File" means a computer file that contains license keys that permit CUSTOMER to use the SOFTWARE in a particular Software Configuration.

"Nodelocked License" means a license, supplied to CUSTOMER in the form of a License File that allows CUSTOMER to use the SOFTWARE only on the computer specified in the Nodelocked License File.

"SOFTWARE" means all files, libraries, programs, executable code, compiled code, including but not limited to, BASLER's pylon software, any and all vTools as well as any other BASLER or third party computer software, digital images and example programs. This also includes upgrades, modified versions, updates, additions and copies of the SOFTWARE, if any, licensed, delivered and provided to CUSTOMER by BASLER. The term "SOFTWARE" does not include any Derivatives or other programs, which may include the SOFTWARE.

"Software Configuration" means the Acquisition Version, the Demo Version, the Evaluation Version and/or the Runtime Version, all as defined in Section 3.1 below, of the SOFTWARE.

"Protected Data" includes the SOFTWARE as well as any and all components the content of which is not disclosed by BASLER in human-readable form such as, the License Files, the Irremovable Host ID, the Removable Host ID as well as any other files, data or hardware that is provided by BASLER and

not readily accessible for CUSTOMER without reverse engineering and/or breach or circumvention of technical protection mechanisms.

"vTool" means a computer file or files that may incorporate algorithms and/or methods to acquire, analyse, manipulate, modify or extract information, e.g., from a digitized image. A vTool may require a License File that permits CUSTOMER to use the SOFTWARE in a particular Software Configuration.

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CUSTOMER understands and agrees that acceptance of this AGREEMENT also confirms CUSTOMER's acceptance of the applicable provisions for use, including the restrictions on use, of the third-party software. Any breach of the applicable provisions of any third party's license terms shall also be considered a material breach of this AGREEMENT.

3. GRANT OF LICENSE.

BASLER grants CUSTOMER a non-exclusive right to install and use the SOFTWARE provided that CUSTOMER complies with all terms and conditions of this AGREEMENT. The licensed SOFTWARE and Documentation shall at all times remain the property of BASLER and/or its licensors, and CUSTOMER, as licensee, shall have no right, title, or interest in the SOFTWARE, except as expressly set forth in this AGREEMENT. The transfer of the SOFTWARE, including, but not limited to, sublicensing and distribution to a third party is not permitted.

3.1. SOFTWARE CONFIGURATIONS.

Different rights, obligations and restrictions apply to each Software Configuration. CUSTOMER's right to install and use the SOFTWARE is determined by the Software Configuration selected, as set forth below:

3.1.1. ACQUISITION VERSION.

The Acquisition Version is a version of the SOFTWARE that solely allows CUSTOMER to operate Basler hardware products such as cameras, frame grabbers, interface cards, light controllers, light sources and others. The Acquisition Version excludes the use of vTools. It does not require a License File. The Acquisition Version allows CUSTOMER to use the SOFTWARE on an unlimited number of computers for an unlimited period of time. The Acquisition Version allows CUSTOMER to (1) evaluate the full functionality of the SOFTWARE excluding vTools; (2) create, distribute and sublicense Derivatives excluding vTools for commercial purposes.

If CUSTOMER chooses to distribute such Derivatives, CUSTOMER agrees (1) not to use BASLER's name, logo or trademarks to market the Derivatives; (2) to display a valid copyright notice which shall be sufficient to protect BASLER's copyright in the SOFTWARE; (3) not to remove or obscure any

copyright, trademark or patent notice that appear on the SOFTWARE as delivered to CUSTOMER; (4) to accompany the Derivative with a license agreement whose terms and conditions are at least as restrictive as the terms in this AGREEMENT; (5) to explicitly exclude BASLER, its Affiliates and its suppliers from all liability for costs, losses, damages or any obligations to provide remedial actions that may result from the use and distribution of Derivatives; (6) to indemnify, hold harmless and defend BASLER, its Affiliates and suppliers from and against any costs, losses or damages, including attorney's fees, that arise in connection with or result from CUSTOMER's use or distribution of the Derivatives; (7) otherwise comply with the terms of this AGREEMENT; and (8) agrees that BASLER reserves all rights not expressly granted. BASLER will neither provide any support nor does BASLER accept any liabilities, warranties, representations or other obligations for Derivatives developed and/or distributed by CUSTOMER. In particular, CUSTOMER will be solely responsible to CUSTOMER's end users (or anyone else who uses CUSTOMER's Derivatives) for support, service, upgrades, or technical or other assistance, and such persons will have no right to contact BASLER for any services or assistance.

3.1.2. DEMO VERSION.

The Demo Version is a version of the SOFTWARE that allows CUSTOMER to evaluate the functionality of the SOFTWARE including vTools, for a certain period of time, typically for a maximum of eighty (80) days. To use vTools, the Demo Version requires the online activation of a corresponding Evaluation License File. The SOFTWARE may be installed on any number of computers. CUSTOMER's right to use vTools is restricted to the purpose of evaluating vTools in the pylon Viewer application that may be part of the SOFTWARE. The use of vTools in pylon Viewer is limited to five consecutive minutes and will automatically be terminated thereafter. A Demo Version prohibits CUSTOMER to use vTools included in the SOFTWARE for any other purposes than those mentioned above in this Section 3.1.2, in particular, but without limitation, CUSTOMER must not use the SOFTWARE provided as a Demo Version for commercial purposes, or use the Demo Version to develop commercial or non-commercial applications including vTools. The Demo Version may be used only in the time period that is specified in the Evaluation License File. After expiration of this time period, vTools included in the SOFTWARE will no longer work.

3.1.3. EVALUATION VERSION.

The Evaluation Version is a version of the SOFTWARE that allows CUSTOMER to evaluate the functionality of the SOFTWARE including vTools, for a certain period of time, typically for a maximum of one hundred eighty (180) days. To use vTools, the Evaluation Version requires the online activation of a corresponding Evaluation License File. The SOFTWARE may be installed on any number of computers provided that these devices are controlled by CUSTOMER. CUSTOMER's right to use vTools and to create Derivatives is restricted to the purpose of evaluating the SOFTWARE. The use of vTools is limited to five consecutive minutes and will automatically be terminated thereafter. An Evaluation Version prohibits CUSTOMER to use vTools included in the SOFTWARE for any other purposes than those mentioned in this Section 3.1.3, in particular, without limitation, CUSTOMER must not use SOFTWARE provided as an Evaluation Version for commercial purposes, or use the Evaluation Version to develop commercial applications including vTools. The Evaluation Version may be used only in the time period that is specified in the Evaluation License File. After expiration of this time period, vTools included in the SOFTWARE or used in Derivatives will no longer work.

3.1.4. RUNTIME VERSION.

Runtime Version is a version of the SOFTWARE that has to be purchased by CUSTOMER and allows CUSTOMER to use the SOFTWARE including vTools for an unlimited period of time. The Runtime Version is a version of the Software that allows CUSTOMER to (1) evaluate either the full or selected functionality of the SOFTWARE including vTools; (2) create, distribute and sublicense Derivatives including vTools for commercial purposes. The Runtime Version requires a Runtime License File. If CUSTOMER is authorized and chooses to distribute such Derivatives, CUSTOMER agrees (1) not to use BASLER's name, logo or trademarks to market the Derivatives; (2) to display a valid copyright notice which shall be sufficient to protect BASLER's copyright in the SOFTWARE; (3) not to remove or obscure any copyright, trademark or patent notice that appear on the SOFTWARE as delivered to CUSTOMER; (4) to accompany the Derivative with a license agreement whose terms and conditions are at least as restrictive as the terms in this AGREEMENT; (5) to explicitly exclude BASLER, its Affiliates and its suppliers from all liability for costs, losses, damages or any obligations to provide remedial actions that may result from the use and distribution of Derivatives; (6) to indemnify, hold harmless and defend BASLER, its Affiliates and its suppliers from and against any costs, losses or damages, including attorney's fees, that arise in connection with or result from CUSTOMER's use or distribution of the Derivatives; (7) otherwise comply with the terms of this AGREEMENT; and (8) agrees that BASLER reserves all rights not expressly granted. BASLER will neither provide any support nor does BASLER accept any liabilities, warranties, representations or other obligations for Derivatives developed and/or distributed by CUSTOMER. In particular, CUSTOMER will be solely responsible to CUSTOMER's end users (or anyone else who uses CUSTOMER's Derivatives) for support, service, upgrades, or technical or other assistance, and such persons will have no right to contact BASLER for any services or assistance.

3.2. LICENSE OPTIONS

3.2.1. NODELOCKED LICENSES.

A Nodelocked License allows CUSTOMER to install and use the Software only on the computer specified in the Nodelocked License File. The computer is specified by a Host ID that is derived from a certain hardware component, which may be bound to an irremovable computer component ("Irremovable Host ID"), for example, a network card, or may be bound to a removable hardware component ("Removable Host ID"), for example, a dongle. If CUSTOMER uses an Irremovable Host ID for licensing the SOFTWARE, CUSTOMER may only install and use the SOFTWARE on the computer that includes the Irremovable Host ID. If CUSTOMER uses a Removable Host ID, CUSTOMER may install the SOFTWARE on any number of computers, but CUSTOMER may only use the SOFTWARE on the computer to which the Removable Host ID is attached.

3.2.2. COMPLIANCE WITH LICENSES.

CUSTOMER undertakes to keep true, accurate, and consistent books and records containing regular entries relating to duplication and installations of the SOFTWARE and sales, distributions, or other transfers of Derivatives. BASLER, its authorized representative, or its accountants (as determined by BASLER) may, for the purpose of confirming CUSTOMER's compliance with the terms hereof, enter CUSTOMER's place of business on reasonable written notice, but not less than twenty (20) business days, during normal business hours once per year during the term of this AGREEMENT and once following the termination or expiration of this AGREEMENT. BASLER, its authorized representative or its accountants shall be entitled to perform an audit of CUSTOMER's relevant books, records, and software systems, and receive any explanations that may reasonably be requested. BASLER shall be

responsible for its costs incurred in connection with any such audit, provided that CUSTOMER shall reimburse BASLER for the cost of the audit if the examination discloses an underpayment to BASLER of more than five percent (5%) of the payments due with respect to any applicable period. Any further rights of BASLER remain unaffected. This Section 3.2.2 shall survive any termination or expiration of this AGREEMENT for a period of three (3) years. CUSTOMER further agrees that upon request from BASLER or BASLER's authorized representative, CUSTOMER will within thirty (30) days fully document and certify that use of any and all SOFTWARE at the time of the request is in conformity with CUSTOMER's valid licenses from BASLER.

3.3. DOCUMENTATION.

CUSTOMER may make and use a reasonable number of copies of any Documentation, provided that such copies shall be used only for internal purposes and are not to be published, distributed or otherwise made available (either in hard copy or electronic form) outside CUSTOMER's organization. In particular, CUSTOMER may not forward any Documentation to CUSTOMER's customers in connection with the Derivatives or to any other third party.

3.4. SAMPLE PROGRAMS AND IMAGES.

BASLER grants CUSTOMER the right to use and modify the sample programs and sample images included in the SOFTWARE for the sole purposes of designing, developing, and testing CUSTOMER's software product(s).

4. PERMITTED USE OF THE SOFTWARE.

CUSTOMER may solely use the SOFTWARE for the purpose to operate a BASLER camera product unless otherwise negotiated between CUSTOMER and BASLER.

5. OTHER RIGHTS AND LIMITATIONS

5.1. RENTAL.

CUSTOMER may not rent, lease, or lend the SOFTWARE to any third party.

5.2. COPYING.

CUSTOMER shall not copy or use the SOFTWARE except as set forth in this AGREEMENT. CUSTOMER shall not remove any proprietary notices or labels on the SOFTWARE; any copies that CUSTOMER is permitted to make pursuant to this AGREEMENT must contain the same copyright and other proprietary notices that appear on and in the SOFTWARE.

5.3. LIMITATION ON REVERSE ENGINEERING.

CUSTOMER shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the SOFTWARE or the file format or content of its Protected Data, unless (a) this source code is provided by BASLER (e.g. for open source components) and/or (b) CUSTOMER is permitted to do so under applicable statutory law that cannot be modified by this AGREEMENT. If it is essential to do so in order to achieve interoperability of the SOFTWARE with other software programs, CUSTOMER shall request BASLER to provide the information necessary to achieve such interoperability and BASLER will provide such information upon mutual consent. In this case, BASLER has the right to request (a) acceptance of reasonable contractual conditions by CUSTOMER and/or (b) a reasonable financial compensation before providing such information. Any information supplied by BASLER to achieve interoperability is strictly confidential, protected by applicable laws and must only be used by CUSTOMER for the purpose described herein and may not be disclosed to

any third party. CUSTOMER may not modify, adapt, or otherwise alter the SOFTWARE or Protected Data except as expressly permitted herein. In particular, CUSTOMER may not attempt to remove, override, modify, change or otherwise temper with any protection mechanisms of the SOFTWARE or any part thereof.

5.4. UPGRADES.

Different rights and obligations apply to the Software Configurations as listed in the following provisions.

5.4.1. RUNTIME VERSION.

If the SOFTWARE in its Runtime Version is an upgrade to a previous version of the SOFTWARE, CUSTOMER must possess a valid license to such previous version in order to use the upgrade. CUSTOMER may continue to use the previous version of the SOFTWARE on CUSTOMER's computer(s) after CUSTOMER received the upgrade, provided that (i) the previous version or copies thereof are not transferred to another party or computer unless all copies of the upgrade are also transferred to such party or computer; and (ii) CUSTOMER acknowledges that any obligation BASLER may have to support the previous version of the SOFTWARE ends upon availability of the upgrade.

5.5. PROPRIETARY RIGHTS.

All intellectual property rights in the SOFTWARE are owned by BASLER or its suppliers and are protected by intellectual property, in particular, without limitation, by copyright laws and international copyright treaties. CUSTOMER shall not remove any product identification, copyright notices or proprietary restrictions from the SOFTWARE. The SOFTWARE is licensed, not sold.

5.6. TERMINATION.

Without prejudice to any other rights, BASLER may terminate this AGREEMENT if CUSTOMER fails to comply with the terms and conditions of this AGREEMENT. In such event, CUSTOMER must destroy all copies of the SOFTWARE and all of its components as well as any and all Derivatives.

6. LIMITED WARRANTY.

BASLER warrants to CUSTOMER that the performance and functionality of the SOFTWARE purchased by CUSTOMER will in all material aspects comply with the Documentation for a period of twelve (12) months following receipt of the SOFTWARE, provided that the SOFTWARE is used on a recommended hardware configuration. The aforementioned warranty is extended for the period of the applicable statute of limitations in cases where a deviation of the SOFTWARE from the Documentation is caused by BASLER's gross negligence or willful misconduct.

BASLER expressly excludes all liability for non-substantial variations of performance of the SOFTWARE from the Documentation, which do not affect the core functionalities of and the results achieved with the SOFTWARE.

This warranty does not apply to updates, upgrades, pre-releases, or to SOFTWARE that has been altered by CUSTOMER, to the extent such alterations caused a defect. To make a warranty claim, CUSTOMER must return the SOFTWARE to the location where CUSTOMER obtained it along with proof of purchase within the period of time set forth above. If the SOFTWARE does not perform substantially in accordance with the Documentation, BASLER may, in its sole discretion repair or replace the SOFTWARE.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BASLER AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to CUSTOMER in its entirety.

7. LIMITATION OF LIABILITY.

7.1. CUSTOMER acknowledges that using or selling SOFTWARE in devices or systems where malfunction may result in personal injury, death, damage to property or the environment is at its own risk and agrees to indemnify and BASLER harmless from all losses and damages (including legal fees) which may be incurred by BASLER as a result of any claims or actions resulting from damages caused by the use of the SOFTWARE in such devices or systems by CUSTOMER or any party the CUSTOMER has directly or indirectly supplied the SOFTWARE to.

7.2. BASLER, its legal representatives and vicarious agents shall - irrespective of the legal ground - only be liable for damages if the damage was caused through BASLER's culpable breach of a major contractual obligation (cardinal duty), gross negligence or willful misconduct. Any further liability for damages is expressly excluded unless set forth otherwise below.

7.3. Subject to this Section 7.4., if BASLER is liable for the violation of a major contractual obligation in the absence of gross negligence or willful misconduct, such liability for damage shall be limited to damages, which were foreseeable by BASLER at the time when the contract with the CUSTOMER became effective.

7.4. BASLER shall in no event be liable for indirect or consequential damages, loss of profit, loss of business or commercial opportunities, loss of or damage to goodwill or reputation.

7.5. BASLER shall in no event be liable for an amount exceeding in aggregate, for any and all claims, the actual payment received by BASLER under the agreement with the CUSTOMER or 1,000,000.00 EUR (one million EURO) whichever is lower.

7.6. The limitation or exclusion of liability stated above shall NOT apply in the case of culpable injury to life, body or health, or willful misconduct or under the liability provisions of the German Product Liability Act.

8. HAZARDOUS USES.

The SOFTWARE is not designed and/or intended for use in connection with any application requiring fail-safe performance, such as the operation of nuclear power facilities, air traffic control or navigation systems, weapon control systems, life support systems, or any other system whose failure could lead to death, personal injury, or severe physical or environmental damage (High Risk Use). CUSTOMER agrees that CUSTOMER may not use the SOFTWARE in such High Risk Use scenarios.

9. GOVERNING LAW AND JURISDICTION.

This AGREEMENT shall be considered to have been entered into and construed in accordance with the laws of Germany to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The District Court (Landgericht) Hamburg shall have exclusive jurisdiction over all disputes arising in connection with this AGREEMENT.

10. GENERAL.

This AGREEMENT is the complete and exclusive statement of the agreement between the parties and supersedes all prior agreements and communications with respect to the subject matter. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and cannot be modified except by a written document signed by both parties. If any provision of this AGREEMENT is held invalid, the offending clause will be modified so as to be enforceable and, as modified, shall be fully enforced, and the remainder of this AGREEMENT will continue in full force and effect.

Retrieved January 24, 2025