



Version overview

Version	Date	Author	Remark
1.0	5.10.21	A. Walter	First edition
1.1	17.01.24	AWA/MSC	Updating & finalization



ErvoCom Software License Agreement
ErvoCom AG
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1. Preamble

ErvoCom AG or its subsidiaries and TrainRadioCom, hereinafter collectively referred to as "ErvoCom", supply software to customers or business partners as part of their products, systems and solutions. The software can be a fixed component of an ErvoCom hardware product or software that runs on third-party hardware. This license agreement applies irrespective of the form in which and the purpose for which ErvoCom supplies the software.

2. Conclusion of contract

This license agreement is a legally valid contract between the customer or software recipient (hereinafter: "Licensee") and ErvoCom. By downloading, installing, delivering the software on or with a hardware product, or using it in any other way, the Licensee acknowledges the license agreement. If the licensee does not agree to the provisions of this agreement, he is not entitled to use the software.

3. Services of the licensor

3.1 Granting of rights

ErvoCom grants the licensee a non-exclusive, conditionally transferable right to use the software and the associated documentation during the term of this agreement.

3.2 Scope of the license right

The right of use is limited to the intended purpose of use as specified in ErvoCom's documentation. The licensee may transfer the rights of use assigned to it to end customers within the scope of the intended use. The license transfer requires the consent of ErvoCom. If an end customer is named in writing as part of a project/works supply contract, consent shall be deemed to have been given.

3.3 Backup copies

The licensee is entitled to make copies of the software provided for backup purposes only. All copies of the software are the property of the licensor.

4. License fee

The license is not acquired until the license fee has been paid in full. This also applies to recurring license fees.

5. Rights to the software

ErvoCom shall remain the owner of all rights to the software. The documentation provided to the licensee shall remain the property of ErvoCom. Excluded from this is the granting of rights (under 2.) for the software and the associated documentation during the license term.

6. Training; documentation; updates

6.1 The software may only be updated, configured or parameterized by appropriately trained employees. ErvoCom offers corresponding training courses for a fee. The documentation provided must also be observed.

6.2 The licensee undertakes to install security-critical updates provided by ErvoCom without delay.

6.3 ErvoCom will endeavor to provide security and function-related updates during the warranty period, after which a service contract must be concluded.



7. Warranty; Liability

- 7.1 ErvoCom warrants that the software fulfils the main functions in accordance with the ErvoCom functional description and complies with the recognized rules of technology. The warranty does not cover any damage or malfunctions caused by improper use, modifications to the software, use of non-updated software or non-compliance with the latest documentation on the part of the licensee.
- 7.2 The prerequisite for the rectification of defects in defective software is that the defect is documented in as much detail as possible and can be reproduced in the unchanged original version on the contractually intended reference or target hardware. The rectification of identified software defects shall, if possible at reasonable cost, primarily be rectified by means of upgrades or updates.
- 7.3 In the event of a warranty claim pursuant to clause (1), ErvoCom shall take the following measures at its discretion:
 - a. The software shall be restored to the contractual condition by means of rectification
 - b. New software will be made available.
- 7.4 The Licensee shall support ErvoCom in rectifying the error at ErvoCom's request.
- 7.5 ErvoCom accepts no responsibility for improper handling of the software or for the stability of other software or data installed previously, simultaneously or subsequently.

8. Confidentiality

- 8.1 Both parties mutually undertake to keep secret from third parties any know-how and trade secrets that become known to them during the execution of this contract and to oblige their employees to maintain confidentiality accordingly.
- 8.2 Neither the licensee nor the license user is authorized to use the software and the associated know-how to use or manufacture another, potentially competing product.
- 8.3 Furthermore, existing confidentiality agreements concluded between ErvoCom and the licensee shall continue to apply in addition to these terms. The respective further-reaching clause shall apply.

9. Breach of confidentiality provisions, unauthorized use

- 9.1 Violation of the confidentiality provisions or unauthorized use entitles the licensor to compensation.
- 9.2 In the event of a breach of the confidentiality provisions, liquidated damages of CHF 20,000/case shall be payable.
- 9.3 In the event of unauthorized use, in particular the use of unauthorized copies, double the license fee, but at least a fixed penalty of CHF 10,000 per copy, will be charged.
- 9.4 Further confidentiality or compensation obligations, for example due to non-disclosure agreements, take precedence.

10. Contract duration/license term

ErvoCom offers different license models depending on the software:

- 10.1 Hardware-related single licenses with unlimited term
ErvoCom supplies products consisting of hardware and software. In this case, a simple product license is granted and is linked to the product. If hardware cannot be repaired and is replaced by ErvoCom for this or another reason, the software license shall be transferred to the replacement product. The license expires at the end of the product's service life; if a product is disposed of for the purpose of purchasing a new one, a new software license must be purchased.
- 10.2 Hardware-related single licenses with a specific term.
ErvoCom supplies products that consist of hardware and software. The functionality of the product may vary due to the software component. Depending on the product, ErvoCom offers software as a term model/subscription. Licensing ends at the end of the term.
- 10.3 Pure software licenses with an unlimited term
ErvoCom offers software that can run on third-party hardware. This software is related to other products, systems or customer projects. In the case of an unlimited license term, the right of use ends at the end of the purpose of use defined in the individual contract. The number of licenses transferred is governed by the individual contract. If no number is agreed, a single license is transferred. A transfer of the license to other projects, systems or end customers is not permitted.



10.4 Pure software licenses with a limited term

ErvoCom offers software that can run on third-party hardware. This software is related to other products, systems or customer projects. In the case of a specific license term, the right of use ends with the expiry of the license term. The number of licenses transferred is governed by the individual contract. If no number is agreed, a single license is transferred. A transfer of the license to other projects, systems or end customers is not permitted.

11. Termination of the transferred rights

11.1 The rights transferred in accordance with No 2 shall revert to ErvoCom at the end of the license term without any further legal action.

11.2 At the end of the license term, the licensee is obliged to delete and destroy all software and documentation held by the licensee.

12. Software products and third-party hardware products

If third-party software, such as an operating system or middleware, is required for the operation of ErvoCom's software and ErvoCom does not explicitly offer this, the licensee shall acquire the necessary software and usage licenses. ErvoCom accepts no responsibility for software errors or compatibility problems resulting from faulty third-party software or hardware.

13. Interpretation of the contract

Should a provision of this contract be invalid, ineffective or unenforceable, this shall not affect the validity of the other provisions. In such a case, the parties shall replace the invalid provision by mutual agreement with another legally valid provision that comes as close as possible to the purpose of the omitted provision. If no agreement can be reached, either party may request the court to replace the invalid provision.

14. Miscellaneous

14.1 This software license agreement is subject exclusively to Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and the assignment provisions of private international law are expressly excluded.

14.2 The exclusive place of jurisdiction for both parties is Wollerau (SZ). Amendments and/or supplements to this contract or its annexes as well as all future supplements and all legal acts during its execution are only effective if they are made in writing.

14.3 The original of this software license agreement is drawn up in German. This English version is attached as a translation aid. In case of doubt, the German version shall prevail.