Terms and Conditions of SEMODIA GmbH (as of May 27, 2026)

1. Scope

1.1 These General Terms and Conditions (GTC) govern the provision of software and hardware products as well as services, including workshops and data analyses, by Semodia GmbH (hereinafter "Semodia") to business entities as defined in Section 14 of the German Civil Code (BGB). They apply to all current and future business relationships, unless expressly agreed otherwise.

1.2 The GTC apply in particular to the use of the Semodia Platform, the MTP Engine, the MTP Control Engine, FLOW2MTP, and the IEC 61131-3-based PLCnext library for the implementation of MTP-compliant DataAssemblies and supplementary, related services.

2. Contractual Basis and Amendments

2.1 Contracts are concluded upon written order confirmation by Semodia, unless the purchase of individual products is intended to take place via an online marketplace, an app store, or another distribution channel. In such cases, the conclusion of the contract regarding the order and purchase is governed by the respective platform or distribution system. In addition, Semodia's contractual provisions apply to the scope of the license, rights of use, and product-related restrictions, unless mandatory provisions of the respective distribution channel take precedence.

2.2 Amendments and supplements to the contract, including these Terms and Conditions, must be in writing. Individual agreements take precedence; the burden of proof lies with the party invoking them.

3. Use of the Semodia Platform

3.1 Upon payment, the user acquires the right to use the software and services via the Semodia Platform without acquiring any ownership rights. Use is subject to compliance with the provisions set forth in the Terms and Conditions and the order confirmation.

3.2 Registration on the platform requires complete and accurate information. Users are responsible for the security of their login credentials and for complying with the Terms of Use.

3.3 Content that violates applicable law may not be uploaded or shared. Semodia reserves the right to remove such content.

4. Software Usage Rights

4.1 Use of the MTP Engine (library software)

4.1.1 Semodia grants the user a non-exclusive, non-transferable, and time-limited right to use the MTP Engine software exclusively for the purpose specified in this agreement. The user may use the software only in the manner and to the extent authorized by Semodia for their own business operations.

4.1.2 Any use of the MTP Engine software beyond the specified purpose is prohibited without Semodia's prior written consent. This includes, in particular, the modification, reverse engineering, decompilation, or disassembly of the software.

4.2 Use of the MTP-Control-Engine (source code)

4.2.1 Test Use as Binary

4.2.1.1 Semodia provides the MTP-Control Engine in the form of binary files (binaries) free of charge. These may be used exclusively for testing purposes. Any productive use or deployment in production environments is prohibited without the appropriate licensing.

4.2.1.2 Unauthorized or unlicensed use of the MTP-Control Engine software will result in the immediate termination of the test license and may result in civil and criminal liability.

4.2.2 Licensed Use as Source Code

4.2.2.1 Semodia provides the MTP-Control Engine as source code along with a license for the use agreed upon use. This license defines the scope and conditions under which the source code may be used. Customers are obligated to comply with these conditions.

4.2.2.2 The source code of the MTP-Control Engine may not be altered, modified, or otherwise rewritten. Any modification of the source code by the customer results in the immediate loss of all warranty and liability claims

against Semodia. Exceptions require the express written consent of Semodia.

4.2.2.3 Semodia assumes no liability for damages or performance disruptions arising directly or indirectly from unauthorized modifications, use, or misuse of the source code. This exclusion of liability applies regardless of whether the damage was caused by the licensee or by third parties.

4.3 Use of FLOW2MTP

4.3.1 Semodia grants the user a non-exclusive, non-transferable right to use FLOW2MTP, limited to the agreed contract term, to the extent specified in the respective order confirmation. The right of use covers exclusively the intended use for the user's own business purposes.

4.3.2 FLOW2MTP is generally provided as software operated locally by the User or Customer. To the extent that an internet connection is required for activation, reactivation, license status queries, or connected online services, the User must provide and maintain the necessary technical requirements for this.

4.3.3 The functionality of FLOW2MTP may depend on third-party software or components, in particular Microsoft Visio, PAVIS technologies, customer networks, interfaces, firewalls, proxies, or other system environments. Unless otherwise agreed upon in individual agreements, Semodia is not obligated to provide or ensure the functionality of such third-party components.

4.3.4 The user is not authorized to modify, reverse engineer, decompile, disassemble, reproduce, distribute, rent, lease, or make FLOW2MTP available to third parties, unless this is expressly permitted by law or has been approved in writing by Semodia.

4.3.5 Content, models, tag lists, PFDs, automation P&IDs, or rMTP files generated with FLOW2MTP do not relieve the User of the obligation to conduct a technical review of their technical, regulatory, and operational suitability. Semodia assumes no responsibility for the factual accuracy of content generated or maintained by the User.

4.3.6 To the extent that FLOW2MTP is connected to the Semodia platform or the user's systems via APIs or other interfaces, the user is responsible for customer-side configuration, rights assignment, network permissions, and data backup, unless these services are expressly provided by Semodia.

4.3.7 In the event of violations of the agreed terms of use, in particular in the event of unauthorized use or circumvention of activation, protection, or licensing mechanisms, Semodia is entitled to terminate usage rights for cause or to enforce technical protective measures to the extent permitted by law. Further claims remain unaffected.

4.4 Use of the IEC 61131-3-based PLCnext Library

4.4.1 Semodia grants the user a non-exclusive, non-transferable, and perpetual right to use the IEC 61131-3-based PLCnext library within the scope of the respective license agreement. The license authorizes the use of the library exclusively on the specifically licensed hardware for the user's own business purposes.

4.4.2 The license is hardware-bound and applies exclusively to the specific PLCnext device for which it was activated. Transfer to other devices, controllers, or hardware platforms is permitted only by separate agreement with Semodia.

4.4.3 The library is provided as an IEC 61131-3-based library for the structured and standards-compliant implementation of MTP-compliant DataAssemblies at the controller level. It contains reusable function blocks; Semodia is only obligated to ensure further characteristics or suitability for a specific customer application to the extent that this has been expressly agreed upon.

4.4.4 To the extent that the library is obtained via external online marketplaces or app stores, in particular the PLCnext Store, the terms and conditions of the respective platform operator apply to registration, order processing, checkout, payment processing, and technical provision. The scope of the license, rights of use, and product-related restrictions of the library are additionally governed by Semodia's contractual provisions. Support, updates, and other additional services are only provided to the extent that they have been expressly promised or agreed upon by Semodia.

4.4.5 The user is not authorized to modify, reverse engineer, decompile, disassemble, reproduce, distribute, rent, lease, or make the library available to third parties, unless this is expressly permitted by law or has been approved in writing by Semodia.

4.4.6 Updates, support services, migration services, re-hosting, replacement in the event of

a hardware change, or other additional services are only provided to the extent that they are expressly covered by the respective license agreement or a separate agreement with Semodia.

4.5 Protection of the Software

4.5.1 All rights, title, and interest in the Software and all copies thereof remain with Semodia or its licensors. The Software is protected by copyright laws, international copyright treaties, and other national and international laws.

4.5.2 The User agrees not to modify, sell, rent, lend, license, distribute, or create derivative works based on the Software, unless expressly authorized in writing by Semodia.

5. Terms of Payment

5.1 Prices correspond to the information provided in the offer, in the order confirmation, or—in the case of purchases via online marketplaces, app stores, or other distribution channels—to the terms and conditions stated there and include applicable sales tax, if any. Payments must be made on time in accordance with the terms and conditions agreed upon or provided for in the distribution channel. If the purchase is made through an external sales channel, billing may be handled by the respective platform operator or a payment service provider appointed by the platform operator.

5.2 In the event of late payment, interest on arrears shall be due in accordance with statutory provisions. Semodia reserves the right to withhold further deliveries and services in the event of non-payment.

6. Delivery and Obligations to Cooperate

6.1 Compliance with delivery deadlines is contingent upon the customer fulfilling their obligations to cooperate. In the event of non-fulfillment by the customer, the deadlines shall be extended accordingly.

6.2 Force majeure and other uncontrollable events may result in an adjustment of delivery deadlines.

7. Warranty and Liability

7.1 Semodia warrants that the software meets the agreed-upon requirements and enables normal use. In the event of material defects, Semodia shall, at its discretion, provide a repair or a replacement.

7.2 Semodia's liability is limited to cases of intent, gross negligence, and the breach of material contractual obligations. Liability for slight negligence is limited to foreseeable, contract-typical damages, provided that no personal injury or harm to health is involved.

8. Copyright and Data Protection

8.1 Semodia warrants that the software provided is free from third-party rights. In the event of intellectual property rights infringements, Semodia will, at its discretion, procure a right of use.

8.2 To the extent that the software contains open source software (hereinafter also referred to as "OSS"), this is listed in the software's Readme_OSS.md file (or the corresponding file); alternatively, the corresponding file will also be made available upon request via email or via a download link for up to three (3) years after the purchase of the software. The same applies to the associated source code. The user is entitled to use the open-source software beyond its intended use in accordance with the applicable OSS license terms, provided that the user enters into license agreements with the respective rights holders under the terms of the respective OSS license. These OSS license terms are attached to the software and take precedence over these Semodia terms and conditions in relation to the rights holders, particularly with regard to any copyleft effects. The OSS license terms also take precedence to the extent that they grant the customer certain rights of use with respect to proprietary components due to the combination of OSS components with proprietary components, or to the extent that such rights of use must be granted by Semodia under the OSS license terms. Semodia will make the OSS source code available upon request by the user or a third party in exchange for payment of a corresponding reimbursement of expenses, provided that the OSS license terms provide for such disclosure of the source code. Such a request must be directed to: info@semodia.com.

8.3 To the extent that Semodia products are purchased via external sales platforms, in particular the PLCnext Store, the respective platform operator may process the user's personal data in connection with registration, ordering, payment, provision, or fulfillment under its own responsibility under data protection law.

The privacy policy and terms of use of the respective platform operator apply to this processing. Semodia processes personal data in this context only to the extent necessary for license management, contract fulfillment, support, or the fulfillment of legal obligations.

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