KUKA AG

License Agreement and General Terms and Conditions of Use for the KUKA Exchange Portal (KTP) of KUKA AG

0. Preamble

    License Agreement and General Terms and Conditions of Use apply without restriction to all users of the Data Exchange Portal. Therefore in order to use this portal, it is mandatory that the individual users agree to the following Terms and Conditions of Use.

1. Scope of Applicability

    The following provisions regulate the use of the Data Exchange Portal. With respect to the data and applications exchanged via the portal, special contracts (for example terms and conditions of use, confidentiality agreements, terms of purchase) may already be in force that override the provisions here in case of inconsistencies.

2. Service Offered

    The KUKA Exchange Portal (KTP) is a protected application whose usage requires authorization by KUKA AG. The authorization is obtained by registration via the website www.kuka.com of KUKA AG. Once registration has been successfully completed, the user can log him/herself into the KEP. A secure area is provided here for the user to exchange data.

3. Costs

    The costs incurred by the user in conjunction with using the portal, particularly those for using the Internet, for the user's own administration, and for the acquisition of suitable hardware and software, are borne by the user him/herself.

4. Duration and Scope of Use Entitlement

    With this License Agreement, the user acquires a right to use the software and the accompanying documentation, this right being non-exclusive, limited in time, and revocable at any time and exclusively for the purpose of exchanging data with KUKA AG and its associated enterprises. Any use whatsoever above and beyond this is not permitted.

    KUKA AG is entitled to use its own discretion in determining the duration and the scope of access entitlement. Accessibility will be deactivated if the portal is not used for a period of time defined by KUKA AG, which can only be reactivated by KUKA AG.

5. Copyrights

The Data Exchange Portal is the property of KUKA AG. The user does not acquire any copyrights in or rights of ownership to the software. Texts, pictures, graphics, sound, animation, videos, and the manner in which these are presented on the portal are protected by copyright and other proprietary protection laws. In addition, any intellectual property, such as patents, trademarks, and copyrights, contained in the portal is also protected. No license to use this intellectual property of KUKA AG, its associated enterprises, or third parties is being issued.

6. Trademarks

Unless indicated otherwise, all of the trademarks used in conjunction with the portal are protected under trademark law for the benefit of KUKA AG or its associated enterprises. This applies in particular to trademarks, type/model designations, logos, and emblems.

7. Confidentiality, Protection of Information

Notwithstanding any other existing statutory or contractual obligations regarding confidentiality and secrecy, the following applies for an unlimited period of time and therefore subsequent to the end of the usage relationship as well:

The user is obliged to keep confidential any knowledge regarding business/trade secrets that was acquired in conjunction with the usage relationship.

The user must ensure that unauthorized persons do not obtain knowledge of the information worthy of protection that was obtained in conjunction with the use of the portal.

The user also undertakes to keep confidential the software and documentation of the Data Exchange Portal and to refrain from disclosing or transmitting such, in whole or in part, to third parties.

8. User's Duty of Care

Access entitlements are granted to the specific person. The user must ensure that no unauthorized third party obtains knowledge of his/her password. If the user discovers that an unauthorized third party has obtained knowledge of his/her password, or if there is a suspicion that his/her access data is being misused, then s/he must change the password without undue delay. If this is not possible, then s/he must report this to the support department of the Data Exchange Portal without undue delay. The user is also obliged to inform the support department when the basis for issuing the access entitlement no longer exists, for example when his/her employment relationship ends or in the case of a premature termination of the contractual relationship between KUKA AG and the partner enterprise. This does not affect the right to claim damages from the user or the right to seek injunctive relief against the user.

9. Liability for Defects

The code contained in the software is being supplied pursuant to this license without any warranty whatsoever, whether express, implied, or statutory, including but not restricted to warranties respecting an absence of errors in the code contained, operability, non-infringement of third-party rights, absence of viruses. The entire risk in conjunction with the use of the software remains with the user.

10. Liability

KUKA is only liable for damage suffered by the user of the software - regardless of the legal grounds thereof - if KUKA is guilty of gross negligence or intention (Vorsatz), of culpably caused damage arising from injuries to life, the body, or health, or of any other mandatory statutory provisions that expressly impose liability. If the governing law expressly imposes mandatory liability in the case of a culpable breach of fundamental contractual obligations, then KUKA's liability in conjunction with this in cases of ordinary negligence is limited to reasonably foreseeable damage.

11. Limitation of Liability and Claims

Regardless of any damage that the user of the software could suffer for any reason whatsoever (including but not limited to any of the damage set out above and any direct or general damage), KUKA AG's entire liability and the only right of the user pursuant to any of the provisions of this License Agreement is limited to the amount actually paid for the use of the software or to the license fee actually paid for a maximum of 12 months.

12. Concluding Provisions

If it is necessary to amend this License Agreement and the General Terms and Conditions of Use, KUKA AG must inform the user of this and offer the user the continuation of the usage relationship pursuant to the amended terms and conditions. If the user rejects the amendment, KUKA AG must terminate the usage relationship and cancel the existing access entitlements.

Should any laws or any other rules cause a provision of these terms and conditions to be invalid or unrecoverable at law, then this provision is to be construed, taking into account the particular case, as being modified or rescinded to an extent that not only allows compliance with such laws or rules but at the same time does justice to the intentions of the parties. The remaining provisions of these terms and conditions are not affected by this.

The provisions of these terms and conditions and the legal relationships of the parties are governed by German law. The place of performance and the exclusive place of jurisdiction (legal venue) for any disputes arising from or in conjunction with this License Agreement and these General Terms and Conditions of Use is Augsburg.