End User License Agreement (EULA)

State: October 26, 2026

B&W Software für effiziente Produktentwicklung GmbH
Weisse-Herz-Str. 2a
D-91054 Erlangen
Tel. +49(0) 91 31 - 5 33 87-00
Fax: +49(0) 91 31 - 5 33 87-20
Mail: info@buw-soft.de

§ 1 Scope of application

(1) B&W Software für effiziente Produktentwicklung GmbH (hereinafter "B&W") is a provider of add-on applications for the Creo Parametric 3D CAD system offered by PTC Inc., 121 Seaport Blvd, Boston Massachusetts 02210 (hereinafter "PTC"). For many years, B&W has been developing customised applications to increase the efficiency of product development.

(2) The Customer acquires from B&W the right to use additional applications for PTC's Creo Parametric 3D CAD system. The PTC software is not included and must be purchased separately from PTC. B&W's software can be used in particular to extend and adapt the CAD environment and to automate routine tasks using expert systems.

(3) The object of these Terms of Use is the transfer of the computer program named in the license file in object code including the associated user documentation ("Software") and the granting of the rights of use described in § 2. The Software consists of the extensions and adaptations created by B&W.

(4) B&W shall provide the Customer with the Software via download link which shall be made available to the Customer. B&W shall make the software and the user documentation available to the Customer for download on its homepage (https://www.buw-soft.de). B&W shall provide the Customer with the user name and the associated password ("Access Data") for logging in to the protected area of its website. In the event that the Software is protected by a license key, the Customer shall receive the license key exclusively for the use of the Software as specified in these Terms of Use, the license file and the user documentation.

(5) The quality and functionality of the Software as well as the hardware and software environment within which the Software is to be used shall be conclusively stated in the enclosed product description. The information contained therein is to be understood as performance descriptions and not as guarantees. A guarantee is only granted if it has been expressly designated as such.

(6) Installation and configuration services are not subject to this agreement.

(7) The software and all related features are offered exclusively to business entities as defined in § 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.

§ 2 Granting of rights

(1) Upon full payment of the fee in accordance with § 3 of these Terms of Use, the Customer shall receive a non-exclusive right to use the Software to the extent granted in these Terms of Use and the license file. Until full payment is made, the customer is permitted to use the product only on a provisional and revocable basis. B&W may revoke this permission if the customer is in default of payment. All user documentation shall be subject to retention of title prior to full payment of the fee pursuant to § 3 of these Terms of Use. The software may only be used simultaneously by a maximum number of natural persons equal to the number of licenses purchased by the Customer. The permissible use includes the installation of the software, loading it into the working memory as well as the intended use by the Customer. The number of licenses as well as the type and scope of use are determined by the license file. Under no circumstances shall the Customer have the right to rent or otherwise sub-license the acquired software, to publicly reproduce or make it available either by wired or wireless means, or to make it available to third parties for a fee or free of charge, e.g. by way of Application Service Providing or as “Software as a Service". Affiliated companies of the customer (§ 15 AktG - Section 15 of the German Stock Corporation Act) are considered third parties.

(2) The Customer shall be entitled to make a backup copy if this is necessary to ensure future use. The Customer shall visibly affix the note "backup copy" as well as a copyright note of the manufacturer to the backup copy made. If the customer fails to do so, for the duration of the excess use, the customer shall owe compensation in accordance with the currently valid price list of B&W. The customer retains the right to prove that the actual damages were less, and B&W reserves the right to assert further claims.

(3) The Customer shall only be entitled to decompile and duplicate the software if this is provided for by law. However, this shall only apply on the condition that B&W has not provided the Customer with the necessary information for the affected software component within a reasonable period of time upon request.

(4) If the Customer uses the Software to an extent which exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of licenses acquired), the Customer shall immediately acquire the rights of use necessary for the permitted use. If it fails to do so, B&W shall assert the rights to which it is entitled.

(5) Copyright notices, serial numbers and other features serving to identify the program may not be removed or modified from the Software.

§ 3 Remuneration, Maturity and Default

(1) The fee to be paid by the Customer is specified in the fixed-term subscription agreement to be concluded (“subscription agreement”). All prices are net, i.e., exclusive of any applicable value-added tax.

(2) Payments are due upon provision of the download and notification of the access data to the Customer and are to be paid within 14 days of the invoice date. Upon expiration of this period, the customer will be in default without the need for a reminder.

(3) Interest on arrears shall be 9 percent above the currently applicable base rate.

§ 4 Guarantee

(1) B&W guarantees the agreed quality and that the Customer will be able to use the Software without infringing the rights of third parties. The guarantee for material defects shall not apply to defects resulting from the use of the Software in a hardware and software environment that does not meet the requirements set forth in the product description or for changes and modifications made to the Software by the Customer without being entitled to do so either legally, by these Terms of Use or by means of prior written consent from B&W.

(2) The Customer shall inspect the Software for obvious defects immediately upon receipt and shall notify B&W of such defects without undue delay, otherwise any guarantee for such defects shall be excluded. The same shall apply if such a defect becomes apparent at a later date. § Section 377 of the German Commercial Code (HGB) shall apply.

(3) The Customer shall be obliged to check the correctness of every design created with the help of the Software in accordance with the requirements of the VDI Guidelines "Methodical Design of Technical Products" and "Quality Management in Product Development" as well as ISO 9001, section 8.2.4 of these Guidelines.

(4) In the event of a material defect, B&W shall initially be entitled to subsequent performance, i.e. to remedy the defect at its own discretion ("subsequent improvement") or to make a replacement delivery. Within the scope of the replacement delivery, the Customer shall, if necessary, adopt a new version of the Software, unless this leads to unreasonable impairments. In the event of defects in title, B&W shall, at its discretion, provide the Customer with a legally flawless opportunity to use or modify the Software in such a way that no rights of third parties are infringed. The customer assists B&W with error analysis.

(5) B&W shall be entitled to service the guarantee at the Customer's premises. B&W shall also be deemed to have fulfilled its obligation to remedy any defects by providing updates with an automatic installation routine made available for download on its homepage. Furthermore, it shall offer the Customer telephone support to solve any installation problems that may arise.

(6) The Customer's right to reduce the purchase price or rescind the contract at its discretion in the event of two failed attempts to either perform repairs or provide replacement delivery shall remain unaffected. There is no right of withdrawal in the case of insignificant defects. If the Customer claims damages or compensation for futile expenses, B&W shall be liable in accordance with § 5.

(7) Claims arising from material defects and defects of title are subject to a one-year statute of limitations. The statute of limitations begins upon notification and activation of the login credentials for the download area. Any other claims by the customer for damages and for reimbursement of futile expenses are subject to a one-year statute of limitations beginning on the statutory start date of the limitation period. Sentences 1 through 3 do not apply in the cases specified in § 5(1) or in the event of fraudulent concealment of a defect.

(8) If a maintenance contract exists between the parties, the period for remedying defects shall be based on the times stipulated in this maintenance contract.

(9) For software provided under a subscription agreement, paragraphs 1 through 8 apply mutatis mutandis, to the extent permitted by law. B&W's strict liability for defects existing at the time the contract was concluded (§ 536a, para. 1, alternative 1 of the German Civil Code (BGB)) is excluded.

§ 5 Liability

(1) B&W shall have unlimited liability
- in cases of intent or gross negligence,
- in cases of injury to life and limb, or health-related cases,
- in accordance with the provisions of the Product Liability Act
- to the extent of a guarantee expressly assumed by B&W.

(2) In the event of a breach of a material contractual obligation due to slight negligence—that is, an obligation whose fulfillment is essential to the proper performance of the contract and on whose compliance the customer may reasonably rely (cardinal obligation)—B&W's liability shall be limited to the amount of damages that are foreseeable and typical given the nature of the transaction in question.

(3) B&W shall not be liable for any other damages; in particular, B&W shall not be liable for defects caused by the Customer's misconduct or incorrect operation or for defects in the PTC software.

(4) The above limitation of liability shall also apply to the personal liability of B&W's employees, representatives and officers, as well as to their agents acting on their behalf.

(5) The customer is obligated to back up its data at intervals appropriate to the application, but at a minimum prior to the installation of the software and prior to each update. Except in the cases specified in paragraph 1, B&W shall be liable for the loss or alteration of data only to the extent of the effort that would have been required to restore the data had it been properly backed up.

§ 6 Security measures, audit law

(1) The Customer shall secure the software by taking appropriate measures and, if applicable, the access data made available online against access by unauthorised third parties. In particular, all copies of the software and the access data must be kept in a protected place

(2) If B&W is initially suspected of using a Software in violation of the license, the Customer shall enable B&W to verify the proper use of the Software, in particular whether the Customer uses the program qualitatively and quantitatively within the scope of the licenses it has acquired — following notice given with reasonable advance notice, typically 14 days. To this end, the Customer shall provide B&W with information, grant access to relevant documents and records and enable B&W or an auditing company designated by B&W and acceptable to the Customer to inspect the hardware and software environment used. B&W may carry out the inspection at the Customer's premises during the Customer's regular business hours or have it carried out by third parties bound to secrecy. B&W shall ensure that the Customer's business operations are disturbed as little as possible by its local activities. If the inspection reveals that the number of licenses acquired has been exceeded by more than 5% (five percent) or that the licenses have been used in any other way than in accordance with the contract, the Customer shall bear the costs of the inspection, otherwise B&W shall bear the costs.

§ 7 Duration

If a subscription agreement is agreed between the parties and the term is thus limited to the period specified in the offer, the Customer may submit an offer to extend the subscription agreement by one year with a notice period of three months to the end of the contractual duration. B&W shall be entitled to reject the Customer's offer. If the customer continues to use the software after the contract term has ended, this shall be deemed an implied offer to extend the contract, which B&W may accept by extending the license without any further action being required on the part of the customer.

§ 8 Miscellaneous

(1) The Customer may transfer claims against B&W to third parties only after receiving prior written consent from B&W.

(2) The Customer may only offset undisputed claims or claims that have become legally binding, or claims that are reciprocal to B&W's claim.

(3) Amendments and supplements to these Terms of Use must be made in writing. This also applies to the amendment or cancellation of this clause. Electronic documents in text form do not fulfil the written form requirement.

(4) General terms and conditions of the Customer shall not apply.

(5) The parties are aware that the software may be subject to export and import restrictions. In particular, there may be licensing obligations or the use of the software or associated technologies abroad may be subject to restrictions. The Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America as well as all other relevant regulations. B&W's performance of the contract shall be subject to the proviso that there are no obstacles to performance based on national and international export and import law or other statutory provisions.

(6) The parties agree that the present legal relationship shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).

(7) Place of performance is Erlangen. The exclusive place of jurisdiction shall be Nuremberg.

(8) Should individual provisions of these Terms of Use be invalid, this shall not affect the validity of the remaining provisions. The parties shall endeavour to replace the invalid provision with a valid provision that comes as close as possible to the economic meaning of the invalid provision.

(9) All attachments mentioned in these terms of use are an obligatory part of the contract.