



TERMS AND CONDITIONS OF USE FOR FRONIUS WELDCUBE

Valid as of September 2017

1. Scope and information disclosure

- 1.1. Use of FRONIUS WeldCube is solely governed by these Terms and Conditions of Use.
- 1.2. By accepting the offer, the User accepts the version of the Terms and Conditions of Use that is valid at the time of use.
- 1.3. The Terms and Conditions of Use may be viewed at any time at www.fronius.com and may be downloaded in PDF format. A clear reference/link is available on the website of our online platforms to these Terms and Conditions of Use.
- 1.4. Our company is Fronius International GmbH, Froniusstraße 1, 4643 Pettenbach, Austria, registered in the Styria commercial register under no. FN 149888z, telephone: +43 7242 241-0, fax +43 7242 241-3940, email: contact@fronius.com, website: www.fronius.com, registered office: Pettenbach, VAT identification number: ATU52614407, chamber membership: Upper Austria Economic Chamber, line of business: production and sale of the products of our Business Units Perfect Welding, Solar Energy and Perfect Charging. Regulations applicable to us include, in particular, the Austrian Trade Act of 1994, which may be accessed at www.ris.bka.gv.at. Our supervisory authority pursuant to the Austrian E-Commerce Act is the Kirchdorf an der Krems administrative authority.

2. Availability of FRONIUS WeldCube

FRONIUS WeldCube is available for the following series:

- TransTig – TT 2200 or higher (UST 2C must be available)
- DeltaSpot
- TS/TPS/CMT
- TPS/i
- MagicWave – MW 2200 or higher (UST 2C must be available)

3. Requirements for the use of FRONIUS WeldCube

- 3.1. For optimal use of FRONIUS WeldCube, all power sources concerned must be connected and equipped with suitable activations/function packages for documentation of target values and actual values and limit value monitoring. Fronius is not responsible for the suitability of the customer's IT infrastructure for use of WeldCube.
- 3.2. For the optimal documentation of 50 power sources with 1 WeldCube basic licence, the following server configuration is recommended:
 - CPU: Quadcore Intel Xeon E3 3.5 GHz
 - 500 GB SSD hard drive
 - 32 GB RAM



3.3. WeldCube can be used with the following operating systems:

- Operating system: Windows 8 / 10 and the associated Windows Server 2012 R2 / Windows Server 2016 server versions

4. Fee model

4.1. Basic licence

The basic software scope for collection, visualisation and analysis of welding-related data, including 5 Connect licences, comes with the basic WeldCube licence. The following functions are available with the basic licence:

- Device overview and machine details with information about the status, equipment and history of the connected welding systems.
- Job management featuring options for display, backup, copying, modification and limit value calculation, as well as a history function.
- Documentation function for target values, actual values, consumption values and limit values per weld seam and at the section level, including visualisation by means of relevant diagrams.
- Statistical tool for individual analysis of consumption, costs, errors, etc. by means of smart filters across the whole WeldCube database.
- Component management for component-related documentation and analysis of welding and consumption data, including (live) monitoring functions and scalable reporting.
- User management for issue and management of WeldCube user roles and permissions in the software solution.

4.2. Connect licences

- A Connect licence is required in addition to the basic licence. One Connect licence is installed per power source that is to be connected to WeldCube. That enables the WeldCube package to be individually scaled to meet the customer's needs.

4.3. Annual flat fee for software maintenance

All costs of the following updates to the basic software licence are covered by the annual flat fee for software maintenance:

- Additional functionality
- New functions of the basic software
- Bug fixes

In the case of failure to pay the annual flat fee, none of the listed updates will be provided.

4.4. Optional: Fronius WeldCube server

The Fronius WeldCube server is an industrial PC in the form of a 19-inch rack for installation of the WeldCube software solution for up to 50 connected power sources.



Technical details:

- CPU: Quadcore Intel Xeon E3, 3.5 GHz
- 500 GB SSD hard drive
- 32 GB RAM
- Operating system: Windows 8

4.5. WeldCube Perfect Start

WeldCube Perfect Start includes the service flat fee for commissioning and training.

5. Data privacy

Our data privacy statement may be viewed at any time at <http://www.fronius.com> and may be downloaded in PDF format. The data privacy statement forms an integral part of these Terms and Conditions of Use.

6. Disclaimer; notice of intellectual property; user-generated content

- 6.1. The information provided in our software has been carefully checked and is regularly updated. However, we cannot assume any warranty or liability for all information being complete and correct at all times.
- 6.2. We do not assume any liability for links to other websites that are linked to directly or indirectly. All such information may be modified, supplemented or removed without prior notice.
- 6.3. The software solutions that have been provided for use and the content and services provided via such solutions have been developed by Fronius or on behalf of Fronius and Fronius holds all rights thereto. The Terms and Conditions of Use for Fronius WeldCube entitle the respective user to use the services solely to the extent needed for the offered functionality. The content made available (especially texts and images, etc.), including parts thereof or a revised form of such content, is not permitted to be copied, distributed, linked to or otherwise made publicly accessible without our consent.

7. Applicable law and dispute resolution/jurisdiction

- 7.1. All legal relations between us and the customer as a consumer are governed by Austrian law, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.
- 7.2. In the case of transactions with users that are consumers, the courts at the domicile, habitual residence or place of employment of the consumer have jurisdiction if a law suit is brought against the consumer; the courts at the registered office of Fronius will have jurisdiction if a law suit is brought against Fronius.

8. Severability clause

- 8.1. If any provisions of this contract are ineffective or unenforceable or become ineffective or unenforceable following conclusion of the contract, the effectiveness of the other provisions will be unaffected.
- 8.2. The ineffective provision shall be replaced by a provision that corresponds to the commercial intent of the contract.