

Software License Terms of SF2 Systems GmbH

As of: 30.08.2026

These Software License Terms ("License Terms") govern the use of the SF2 software product portfolio provided by SF2 Systems GmbH, Vienna, Austria ("SF2 Systems").

The SF2 software product portfolio includes all software products, software components, execution environments, runtime packages, license models, edition variants, updates, upgrades, and corresponding documentation offered by SF2 Systems, regardless of their respective product names.

The specific scope of services and licensing is determined by the product description applicable at the time of contract conclusion, the order or order confirmation, the issued license entitlement, and, if applicable, an individual agreement with SF2 Systems.

For individual products, license models, or individually agreed Enterprise, OEM, Embedded, Integration, or comparable special usage forms, supplementary or deviating conditions may apply. Individually agreed arrangements take precedence over these license terms and conditions and [Terms and Conditions](#) SF2 Systems, as far as they contain deviating provisions for the respective contractual subject matter. These license terms and conditions prevail over the [Terms and Conditions](#) exclusively with regard to software-specific and license-specific regulations. For general contractual questions, the following additionally apply [Terms and Conditions](#).

1. Subject matter of the contract and scope of the license

1.1 Grant of license

1.1.1 SF2 Systems grants the licensee a simple, non-exclusive, and - unless otherwise expressly agreed - non-transferable and non-sublicensable right to use the respective software in accordance with the product purchased or provided free of charge.

1.1.2 The licensee does not acquire ownership of the software or the underlying technologies.

1.2 Scope of the license

The specific scope of the license can in particular define: a) the licensed software product and its range of functions, b) the permissible type of use, c) the number of licensed target systems or instances of execution, d) commercial or non-commercial use, e) the license term, and f) where applicable, revenue, organizational, user, or other entitlement limits.

The product description applicable at the time the contract is concluded and the respective order or order confirmation are authoritative.

1.3 Changes to the product portfolio

1.3.1 SF2 Systems may in the future change, expand, merge, or discontinue product names, edition names, product lines, and license models.

1.3.2 Usage rights already granted effectively remain unaffected by this untouched.

2. Definitions

2.1 SF2 Application

„SF2 Application“ refers to a software product of the SF2 software product portfolio.

2.2 Licensed Target System

„Licensed Target System“ refers to the system to which a device-related license is assigned based on a hardware ID.

2.3 Execution Component

„Execution Component“ refers to a software component of the SF2 software product portfolio that is intended for independent execution of an SF2 runtime package.

2.4 Execution Instance

„Execution Instance“ refers to a specific concurrently running instance of an execution component.

3. Device-related Licenses and Hardware ID

3.1 Hardware ID Binding

3.1.1 Insofar as a license is device-related, it is assigned to a hardware ID.

3.1.2 The hardware ID is generated by the respective SF2 application on the licensed target system and serves to uniquely assign the license to this target system.

3.1.3 A device-related license may only be used on the licensed target system to which it was assigned based on the hardware ID.

3.2 Change of the licensed target system

3.2.1 In the event of replacement, defect, or permanent decommissioning of a licensed target system, SF2 Systems may allow the transfer of the license to another target system.

3.2.2 SF2 Systems may require an appropriate proof of the decommissioning of the previous installation for this purpose.

3.2.3 Permanent parallel use of the previous and the new installation is only permitted if corresponding additional licenses exist.

4. Authorized Use

4.1 Use by the Licensee and Assigned Persons

4.1.1 The licensee may use the licensed software themselves as well as allow persons they assign to use the software for contractually compliant use, provided that the use occurs within the granted scope of the license.

4.2 Responsibility of the Licensee

4.2.1 The licensee remains responsible for compliance with these license terms by such persons.

4.2.2 Use by these persons for their own or third-party purposes outside the scope of the license granted to the licensee is not permitted.

5. Free and Perpetual Licenses

5.1 Free Licenses

5.1.1 Free-of-charge provided software may be used in accordance with the respective product description, in particular for evaluation, development, testing, analysis of own data, and preparation of applications.

5.1.2 The free provision of software does not automatically entitle the use of additional or independently licensed execution components or execution instances.

5.2 Perpetual licenses

5.2.1 Insofar as a license is offered as perpetual or unlimited, the properly licensed software version may be used permanently in accordance with the acquired scope of the license.

5.2.2 A perpetual license does not establish an automatic entitlement to a) future major versions, b) new product generations, c) additional features, d) contractual maintenance or technical support services, e) future operating system compatibility, or f) additional instances of execution. Mandatory statutory update obligations remain unaffected.

5.2.3 Mandatory statutory rights remain unaffected.

6. Non-commercial license models

6.1 Permissible non-commercial use

6.1.1 As far as a license model is designated as non-commercial, it may only be used within the scope intended for that purpose.

6.1.2 Non-commercial license models can be offered in particular for private development or testing projects, teaching, training, student work, and non-commercial research.

6.2 Unauthorized use

Unless otherwise provided in the product description, the following is in particular not permitted: a) use for the provision of paid services for third parties, b) regular commercial production operations, c) commercial monitoring or optimization of systems, or d) any other predominantly business-related use.

6.3 Proof of authorization and research projects

6.3.1 For license models that are linked to affiliation with an educational, research, or comparable institution, SF2 Systems may require suitable proof.

6.3.2 Industry-funded or cooperative research projects are not considered commercial use solely based on their funding. The determining factor is the specific purpose of use.

6.4 Transition to commercial use

If a non-commercial use is to become commercial in the future, a suitable commercial license is required beforehand.

7. Commercial licensing models and eligibility criteria

7.1 Criteria

7.1.1 SF2 Systems can differentiate commercial licensing models according to objectively suitable criteria.

7.1.2 Such criteria can in particular be: a) annual revenue, b) company or organization size, c) number of users or target systems, d) number of runtime instances, e) number of locations, f) scope of use, or g) deployment and operational model.

7.2 Relevant Product Description

The applicable criteria and limits result from the product description or order valid at the time of the conclusion of the contract.

7.3 Revenue-Related Criteria

7.3.1 As far as revenue limits are relevant, the consolidated annual revenue of the licensee for the most recently completed fiscal year shall generally apply.

7.3.2 For newly founded companies, the reasonably expected annual revenue may be used.

7.4 Proof of Eligibility

7.4.1 The licensee confirms by selecting a corresponding license model that the respective requirements are met.

7.4.2 SF2 Systems may require appropriate proof in cases of justified doubt.

7.5 Subsequent Exceeding of Eligibility Limits

7.5.1 A later exceedance of an authorization limit does not retroactively lead to the loss of a properly acquired permanent license.

7.5.2 For future purchases, expansions, or renewals, the license model applicable at that time is decisive.

8. Individual and special license models

8.1 Use cases

8.1.1 For larger organizations, special forms of use, or extensive rollouts, individually agreed license models may be required.

8.1.2 This may particularly apply to a) usage at multiple locations, b) OEM or embedded use, in particular the integration of SF2 Software into third-party products or systems for distribution to their customers, c) the central operation of the software for third parties or the provision of managed services, d) provision under the branding of the licensee or a third party, e) extensive integrations, f) special deployment or operating models, or g) a large number of target systems or execution instances.

8.2 Individual Agreements

Scope, usage rights, terms, deployment and operating rights, maintenance and support services as well as prices will, in these cases, be agreed separately.

9. Execution Components and Execution Instances

9.1 License Obligation

9.1.1 In principle, each concurrently operated execution instance requires its own valid license, unless otherwise agreed in the product description or order.

9.2 Technical Environment

The licensing requirement applies regardless of whether the execution takes place on a) an industrial PC, b) a server, c) an edge device, d) a virtual machine, e) in a container, or f) another supported technical environment.

9.3 Development and Test Functions

Development, preview, simulation, or test functions within a licensed SF2 application are not considered additional production deployment instances, unless the respective product description provides otherwise.

9.4 Expiration of the License

For reasons of operational safety, the expiration of a license does not result in an automatic interruption of an already running execution instance. This does not establish a right of use beyond the end of the license. The licensee must immediately terminate the execution after the license has expired in an operationally safe manner, unless an extension has been effectively acquired. Administrative functions, especially via fleet management, may no longer be available after the license has expired.

10. Fixed-term licenses and extensions

10.1 Term

10.1.1 The term of a fixed-term license is derived from the respective product description, order, or order confirmation.

10.1.2 Upon expiration of the agreed term, the corresponding usage rights.

10.2 Extension

10.2.1 Temporary standard licenses do not automatically renew. A renewal must be actively ordered.

10.2.2 For individually agreed enterprise, OEM, or other special license models, the provisions of the respective individual agreement apply.

10.3 Renewal price

Unless otherwise agreed, the prices and conditions of the respective license model offered at the time of the renewal order apply for a renewal.

11. Customer-owned data, models, and SF2 runtime packages

11.1 Customer-owned data

11.1.1 The licensee retains all rights to its own data, sensor recordings, time series, configurations, and other content it has provided.

11.1.2 The use of the SF2 software product portfolio does not transfer any rights to this data to SF2 Systems.

11.2 Generated Models and Configurations

To the extent that the licensee generates models, fingerprints, configurations, or SF2 Runtime packages with their own data, the rights to the underlying customer-owned data remain with the licensee.

11.3 Use of SF2 Runtime Packages

An SF2 Runtime package may only be executed with an intended runtime component under a valid license for this purpose. Clause 9.4 remains unaffected.

11.4 Components of SF2 Systems

Software components, runtime components, algorithms, data structures, and other elements of the SF2 software product portfolio contained in SF2 runtime packages remain the intellectual property of SF2 Systems or the respective rights holders.

12. Voluntary Feedback

12.1 Use of Voluntary Feedback

If the licensee provides SF2 Systems with suggestions, improvement ideas, recommendations, or other feedback regarding the SF2 software product portfolio voluntarily, SF2 Systems may use these without any obligation to compensate for the development and further development of its products and services.

12.2 Rights of the Licensee

Rights of the licensee to their own data, confidential information, and other protected Contents remain unaffected.

13. Usage restrictions

13.1 Impermissible Actions

Unless expressly agreed or permitted by mandatory law, the licensee is in particular not allowed to: a) reproduce, transfer, sell, rent, lease, sublicense, or make the software or license available to third parties for independent use without authorization; b) circumvent, manipulate, or deactivate license files, activation mechanisms, hardware ID bindings, or technical license restrictions; c) operate more licensed target systems or runtime instances than the purchased license scope allows; d) use non-commercial licenses for commercial purposes; e) use the SF2 software product portfolio as centrally operated software service for third parties, within the framework of an OEM model, under the name of a third party or as to provide a managed service; f) to remove or alter copyright, trademark, license, or other protective notices; g) to decompile, disassemble, reverse engineer, or convert the software or components thereof into other readable forms, or otherwise determine underlying algorithms, structures, data formats, trade secrets, or technical protection mechanisms, unless mandatory legal rights prevent this; h) to create products or implementations derived from the software or its components, insofar as this constitutes an unauthorized use or modification of protected components.

13.2 Mandatory Legal Rights

13.2.1 The restrictions according to section 13.1 apply only insofar as mandatory legal rights to the contrary do not intervene.

13.2.2 The mandatory legal powers of the licensee, in particular pursuant to §§ 40d and 40e of the Copyright Act (UrhG), remain unaffected.

14. Intellectual Property and Protective Rights

14.1 Rights to the SF2 Software Product Portfolio

14.1.1 All rights to the SF2 Software Product Portfolio and the underlying technologies remain with SF2 Systems or the respective rights holders.

14.1.2 This particularly includes copyrights, patent rights, trade secrets, trademark and design rights, database rights, rights to algorithms, software architectures, user interfaces, Documentation and other technical expertise.

14.2 Scope of the license grant

These license terms do not transfer any ownership rights or other rights to the underlying SF2 technology beyond the expressly granted usage rights.

14.3 Trademark and Sign Rights

14.3.1 All trademark, sign, name, logo, and other proprietary rights of SF2 Systems remain with SF2 Systems or the respective rights holders.

14.3.2 Use of these rights is only permitted to the expressly granted extent or with prior consent from SF2 Systems.

15. Third-Party Software and Open-Source Components

15.1 Third-Party Components

The SF2 software product portfolio may include software or components from third parties, including open-source software.

15.2 Applicable Third-Party Terms

15.2.1 For such components, the respective third-party license terms may additionally or primarily apply.

15.2.2 Corresponding notices will be provided with the software or documentation, as required.

15.3 Open-source rights

Rights that the licensee is entitled to directly under an applicable open-source license are not restricted by these license terms.

16. Updates and security measures

16.1 Updates and new versions

16.1.1 Unless expressly agreed otherwise, a perpetual license does not automatically include future major versions, product generations, or paid feature modules.

16.1.2 SF2 Systems may provide bug fixes, Provide maintenance updates, security updates, and new versions.

16.2 Legally Required Security Updates

To the extent required under applicable law, SF2 Systems provides necessary security updates.

16.3 Cooperation of the Licensee

16.3.1 The licensee is responsible for installing provided security-relevant updates within a period appropriate for their specific use, insofar as this is technically and operationally reasonable.

16.4 Contractual Technical Support Services

16.4.1 Unless explicitly part of the purchased product or a separate agreement, there is no contractual entitlement to individual consulting, integration, implementation, training, or other technical support services. Mandatory legal obligations remain unaffected.

17. Technical Requirements, Data Backup and Usage Results

17.1 Technical Requirements

17.1.1 The licensee is responsible for meeting the system requirements specified in the product description or documentation and for providing suitable hardware, operating systems, networks, interfaces, and other technical prerequisites.

17.1.2 SF2 Systems does not guarantee compatibility with arbitrary devices, operating systems, controllers, sensors, fieldbuses, or third-party applications unless explicitly promised.

17.2 Data Backup

The licensee is responsible for backing up their data, configurations, models, and SF2 Runtime packages in a manner appropriate for their use.

17.3 Verification of Usage Results

17.3.1 The results and outputs generated by the SF2 software product portfolio must be properly checked by the licensee in the respective application context.

17.3.2 The licensee is responsible for independently providing and implementing the necessary technical, organizational, and security-related measures.

17.4 Safety-relevant applications

17.4.1 The SF2 software product portfolio is not intended as a safety-oriented control, protection, shutdown, or emergency system and does not assume any corresponding safety-oriented function. Its purpose is in particular not to prevent or mitigate risks to the health or safety of persons or to property through its own safety function.

17.4.2 The software can generate technical evaluation results and status information and provide these to responsible persons or other technical systems to support decision-making.

17.4.3 The professional assessment of this information as well as any safety-relevant decision and the design, implementation, and maintenance of necessary independent safety, protection, shutdown, and control mechanisms are the responsibility of the licensee or the operator of the respective plant or system.

18. Warranty and Liability

18.1 Relationship to the [Terms and Conditions](#)

18.1.1 For warranty and liability, the additionally applicable [Terms and Conditions](#) by SF2 Systems. In relation to entrepreneurs, SF2 Systems in particular does not owe completely error-free or uninterrupted software. Mandatory statutory rights remain unaffected.

19. Confidentiality

19.1 Confidential Information

Non-publicly accessible technical, business, or other information that is disclosed in connection with the SF2 software product portfolio or the respective contractual relationship and is marked as confidential or, under the circumstances, is to be regarded as confidential, must be treated appropriately confidentially by the receiving party.

19.2 Permitted Use

19.2.1 Confidential information may only be used to the extent that this is necessary for exercising the granted rights or for fulfilling contractual obligations.

19.2.2 Confidential information may be made accessible to such employees, consultants, or service providers who require this information for the respective contractual purpose and who, in turn, are obliged to maintain confidentiality.

19.3 Exceptions

The duty of confidentiality does not apply to information that a) is publicly known or becomes public without breach of contract, b) was already lawfully known to the receiving party, c) was lawfully obtained from a third party authorized to provide it, d) was independently developed, or e) must be disclosed due to legal, judicial, or regulatory obligations.

19.4 Mandatory Rights

Mandatory legal rights remain unaffected.

20. License Control and Breach of Contract

20.1 License Control

20.1.1 SF2 Systems may use technical license mechanisms that in particular a) check or technically enforce the validity and duration of a license, b) the assignment to a licensed target system, and c) the number of licensed target systems or execution instances.

20.1.2 The technical license checks are carried out locally on the respective system after providing the license code or the license file. No periodic online query or transmission of license ID, hardware ID, target system, instance, or other license check data to SF2 Systems takes place for these checks. Likewise, no industrial sensor, machine, or process data is transmitted to SF2 Systems in this process.

20.2 Verification of license compliance

20.2.1 In the case of justified suspicion of exceeding the scope of the license, SF2 Systems may request reasonable information from a licensee who is not a consumer within the meaning of § 1 KSchG, which is necessary to verify license compliance.

20.2.2 Legitimate confidentiality and security interests of the licensee must be taken into account.

20.3 Termination in the case of contract breaches

SF2 Systems may terminate a right of use for good cause if the licensee significantly breaches these license terms and does not remedy the violation within a specified period despite a reasonable request.

20.4 Termination without prior notice

A prior setting of a deadline is not required in particular if continuing the contractual relationship is unreasonable, for example in the case of a) intentional circumvention of technical license restrictions, b) unauthorized distribution, c) intentional commercial use of a non-commercial license, or d) unauthorized reverse engineering.

20.5 Consequences of Termination

After effective termination, the affected software may not be used further. An orderly termination of an already running execution instance for reasons of operational safety according to Section 9.4 remains unaffected.

21. Consumers

21.1 Mandatory consumer rights and digital provision

21.1.1 Insofar as the licensee is a consumer, the mandatory consumer protection provisions of the respective applicable law shall apply. The right of withdrawal for software provided digitally, the possibly required separate declarations regarding the start of contract fulfillment before the expiration of the withdrawal period, and the contract confirmation are governed by statutory provisions, in particular the FAGG, as well as the additionally applicable [Terms and Conditions](#) of SF2 Systems.

22. General Provisions

22.1 Changes to the License Terms

22.1.1 For an acquired perpetual license, the license terms agreed upon at the time of contract conclusion shall generally apply.

22.1.2 SF2 Systems may apply changed license terms for future purchases, expansions, renewals, new products, or new product versions.

22.1.3 Already permanently granted usage rights are not subsequently restricted solely by the publication of new license terms.

22.2 Transfer

22.2.1 A transfer, assignment, or sublicensing of a license to another legal entity generally requires the prior consent of SF2 Systems, as far as such a restriction is legally permissible.

22.2.2 Mandatory legal rights to resell or transfer software licenses remain unaffected.

22.2.3 In the case of restructuring, mergers, or comparable corporate successions, an adjustment of the license registration may be required.

22.3 Force majeure

22.3.1 SF2 Systems is not liable for delays or performance failures to the extent that these are based on events beyond the reasonable control of SF2 Systems and whose consequences could not be avoided despite reasonable care.

22.3.2 Mandatory legal rights remain unaffected.

22.4 Export Control and Sanctions

The licensee must comply with the applicable export control, embargo, and sanctions regulations when using, transferring, or providing the SF2 software product portfolio.

22.5 No Waiver

The failure to exercise or the delayed exercise of a right under these license terms does not constitute a waiver of that right.

22.6 Continuation

22.6.1 Provisions that are intended to continue to apply even after the termination of a contract or right of use shall remain in effect.

22.6.2 This applies in particular to regulations concerning intellectual property, confidentiality, liability, data protection, customer-owned data, and already accrued claims.

22.7 Relationship to Hardware

22.7.1 These license conditions exclusively govern the SF2 software product portfolio and the corresponding software usage rights.

22.7.2 For the sale, delivery, and other contractual conditions of hardware products, separate conditions may apply.

22.7.3 Insofar as hardware products include software, firmware, SF2 runtime packages, or other components of the SF2 software product portfolio, these license terms apply to the respective software components, unless otherwise agreed.

22.8 Data Protection

22.8.1 The processing of personal data in connection with registration, ordering, activation, license management, and the use of an SF2 user account is subject to the applicable [Privacy Policy](#) of SF2 Systems GmbH.

23. Contact

23.1 License Questions

Questions regarding licenses, eligibility criteria, commercial or non-commercial use, individual licensing models, OEM use, or license transfers can be directed to SF2 Systems become.

You can find the current contact and company information in [Legal Notice](#) under sf2systems.com.