

Terms and Conditions of Licence
for the temporary use of gratuitous software and
for the permanent use of software for a consideration

- (1) Relations between Dr. Johannes Heidenhain GmbH (hereinafter HEIDENHAIN) and the customer pertaining to the use of "DataPilot 4110" software and related online documentation or assistance (hereinafter jointly Software) shall be based exclusively on the following Terms and Conditions of Licence. No persons other than end users of HEIDENHAIN products (hereinafter HEIDENHAIN Customers) shall be permitted to use the Software; furthermore the Software may be transferred to HEIDENHAIN Customers only. The source code for the Software shall on no account be made available to the customer.

- (2) For the temporary use of gratuitous software: The Software shall be lent to the appropriate user in the condition and to the extent made available for downloading or made available on the CD-ROM; the user shall not acquire any title to the specimen programme. The parties are hereby in agreement that based on state-of-the-art technology, it is not possible to produce flawless computer software. HEIDENHAIN shall not accept liability for any defects; HEIDENHAIN shall be exempted from any and all liability for the Software. The user shall be under obligation to initially test the Software in a protected test environment before using it for productive purposes. For the permanent use of software for a consideration: The Software shall be supplied to each customer on a permanent basis for a consideration in the condition and to the extent made available for downloading or made available on the CD-ROM. The parties are hereby in agreement that based on state-of-the-art technology, it is not possible to produce flawless computer software. Should the Software fail to correspond with the features described in the online documentation or online assistance, this shall constitute a defect for which HEIDENHAIN shall provide a warranty pursuant to clauses VIII. and XI. of the "General Terms and Conditions of Delivery of Goods and Services by the Electrical Industry" issued by the Central Association of the Electrical Engineering and Electronics Industry (ZVEI) (as amended in January 2002), which HEIDENHAIN shall make available to the customer upon request. The user shall be under obligation to initially test the Software in a protected test environment before using it for productive purposes, as well as to store the data used in the programme at appropriate intervals as befits the situation from time to time.

- (3) The Software shall be subject to the copyright law of the Federal Republic of Germany and to international law. The programme or parts thereof may not be copied, reproduced, edited or distributed in any form whatsoever without the express consent of HEIDENHAIN, unless stipulated as mandatory by law or necessary in order to be used by the Customer himself for his own purposes. The Customer may install the programme on any number of computer systems in his company; it shall be prohibited to make the facilities offered by the programme available to third parties (in particular by way of so-called ASP operations). For the permanent use of software for a consideration: The preceding rights shall be finally assigned to the customer upon full payment of the consideration for the Software, prior to this however solely on a revocable basis as a contingency for default.

- (4) For the temporary use of gratuitous software: The initial term of the present contractual relations shall be for a period of one year and shall be renewed for further one-year periods unless either of the parties terminates the agreement by giving notice two months prior to expiry of a contract year; this shall be without prejudice to the right to give notice for serious reason, particularly in the event of any use in breach of the present agreement. Notices in electronic form (e-mail) shall take operative effect.

The assignment of rights accruing to the user under this agreement shall require the consent of HEIDENHAIN.

- (5) In the event that HEIDENHAIN requests the address of the Customer's company either prior to, at the time of, or following signature of the agreement, the Customer shall be obliged to correctly state the same.
- (6) Should any one or several provisions of this agreement be or become invalid or impracticable in full or in part, this shall be without prejudice to the remaining provisions. Place of performance for all obligations arising out of the contractual relations shall be the place of the registered office of HEIDENHAIN. Furthermore the parties hereby agree that the place of the registered office of HEIDENHAIN shall be the exclusive place of jurisdiction for all disputes arising out of and in connection with granting use of the Software. This agreement shall be governed by the law of the Federal Republic of Germany. For the permanent use of software for a consideration: The provisions of clauses II., IV. and V. of the ZVEI conditions quoted under Clause (2) hereof shall apply.