

Terms and Conditions of Licence 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 "TeleService" software and related online documentation or online assistance (hereinafter jointly Software) shall be based exclusively on the following Terms and Conditions of Licence. No persons other than customers of HEIDENHAIN products who have been specially trained by HEIDENHAIN shall be permitted to use the Software; transfer of the Software to third parties shall not be permitted in order to prevent damage resulting from use by unauthorised persons. The source code for the Software shall on no account be made available to the customer.
- (2) 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. 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 is 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). 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) 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.
- (5) The provisions of clauses II., IV. and V. of the ZVEI conditions quoted under Clause (2) hereof shall apply. 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.