

Terms and Conditions of Licence for the temporary use of gratuitous software

- (1) Relations between DR. JOHANNES HEIDENHAIN GmbH (hereinafter HEIDENHAIN) and the customer pertaining to the use of "TNCdiag" 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 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.
- (2) The Software shall be lent to the appropriate user in the condition and to the extent made available for downloading; 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.
- (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).
- (4) 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.