

Usage and License Conditions

for Free-of-Charge Licensing of Circuitry Documents in Perpetuity

- (1) The contractual relationship between DR. JOHANNES HEIDENHAIN GmbH (hereafter referred to as HEIDENHAIN) and the Customer regarding the use of the circuitry documents (hereafter referred to as Electrical Wiring Diagrams) will be governed solely by the following Usage and License Conditions. The Electrical Wiring Diagrams may not be given to third parties.
- (2) The Electrical Wiring Diagrams are made available in perpetuity to the Customer in the scope and condition current at the time they are made available for downloading. HEIDENHAIN clearly states that these Electrical Wiring Diagrams are only non-binding suggestions, and may not be implemented without further testing by the Customer. Under certain conditions the Customer must adapt them to the requirements of the machine on which they shall be used.

It is not possible for HEIDENHAIN to test the Electrical Wiring Diagrams on all machines that the Customer might eventually use. For this reason it is impossible for HEIDENHAIN to filter out and eliminate every single possible source of error these types of Electrical Wiring Diagrams might contain. It is therefore possible that the use of the Electrical Wiring Diagrams will cause the Customer's machine to function incorrectly, without this fault having previously been detected by HEIDENHAIN.

The Customer is therefore obligated to test the Electrical Wiring Diagrams in an isolated test environment before they are put into productive use on a machine. If the Customer does not fulfill this obligation, and therefore errors or faults resulting in damage to the Customer or to third parties occur during use of the Electrical Wiring Diagrams in production, then HEIDENHAIN shall not be held liable in any manner for these damages.

If a third party makes claims for regress from HEIDENHAIN due to any damages whatsoever resulting from the Customer not having tested the Electrical Wiring Diagrams in advance, but rather having implemented the Electrical Wiring Diagrams on the machine without testing them and the machine therefore not functioning correctly, the Customer will indemnify HEIDENHAIN from these claims.

- (3) If one or more of the provisions in this agreement becomes partially or completely invalidated or impracticable, then this does not affect the validity of the remaining provisions. Place of fulfillment for all obligations arising from this contractual relationship is the head office of HEIDENHAIN. In addition, the parties agree that the sole venue for all disagreements arising from and in connection with the licensing of the Electrical Wiring Diagrams shall be the head office of HEIDENHAIN. The law of the Federal Republic of Germany shall apply.