



ZEISS Metrology Software

General Terms of Service Metrology Software and Terms of Use



Version 1.0.0

General Terms of Service Metrology Software and Terms of Use ("EULA")

1. Introduction

1.1 General Information

This End User License Agreement ("EULA") is a legal agreement between "you" (either an individual or a single legal entity, referred herein as "Licensee" or "Customer") and Carl Zeiss Industrial Metrology GmbH ("ZEISS" or "Licensor") (each a "Party" and collectively the "Parties") for your use of ZEISS Software Products. The agreement sets forth all rights and obligations for both the Licensee and ZEISS and governs your use of any Software Product, installed on or made available by ZEISS. Any amendments to this Agreement shall be in writing and in accordance with the terms and conditions contained herein. By paying any applicable license fee(s) and by downloading, installing or using the software you agree that this Agreement is enforceable against you the same as any written, negotiated contract signed by you. If you do not agree to the terms of this Agreement, you are not authorized to, and you shall not, download, install or use any ZEISS Software Products.

In order to use the ZEISS software products and services, the Licensee is required to possess

- (a) a valid subscription contract or
- (b) a valid perpetual license with ZEISS.

Higher fees apply for concurrent use licenses than for Single-Use software licenses. Concurrent Use/ Floating Licenses are provided within the scope of a CLP (Cumulative License Program). Furthermore, individual software products

- a) based on a subscription contract and/or
- b) which utilize a server-based licensing solution

require and use a secure connection of the application computer with the ZEISS infrastructure and/or "Cloud Services". In detail, two scenarios are distinguished

- a) the workstation on which the license is installed is connected to the internet to be able to communicate/ establish a link to the ZEISS back-end (THALES)
- b) the workstation is linked to a license server on which the licenses are located, which is connected to the internet to be able to communicate/ establish a link to the ZEISS back-end (THALES)

1.2 The Licensor is Carl Zeiss Industrielle Messtechnik GmbH and the Licensee is the end customer. The licensor grants licensee with a non-exclusive, non-transferable right of use for the "Software Product" which includes the specific software program and associated licensed software modules, subsequent extensions, updates, patches and corresponding documentation for internal company use as well as the corresponding manuals and software documentation.

1.3 Essential definitions of terms, descriptions and explanations for different release types of Software Products of the licensor.

- a) A **Major Release** (deliverable medium) is a new version of the software application which provides new or modified functionality. Major Releases are published once, or even multiple times, each year.
- b) An **Innovation Release** is an interim version of the software application which provides new or modified functionality. New interim versions are released once or multiple times in between two Major Releases:
 - Innovation Releases are only available to customers who have a valid Software Maintenance Agreement (SMA);
 - Patches and Service Packs are not provided for Innovation Releases;
 - Only the most recent Innovation Release is considered valid;
 - There is no reverse compatibility with previous versions of Major Releases or Innovation Releases.
- c) A **Service Pack** (deliverable medium) is a collection of Patches. The advantage of Service Packs is that they allow multiple errors to be resolved by running a single installation. In general, a Service Pack contains all the Patches released since the most recent Major Release or since the most recent Service Pack release (unless the Patches have become obsolete). With cumulative Service Packs, the customer only needs to install the most recent Service Pack since it also contains the previous Patches:
 - Service Packs contain bug fixes. They do not contain new functions;
 - Service Packs are subject to an approval process and are created at regular intervals;
 - In line with the software's warranty coverage, a series of Service Packs will be provided for a period of two years for each Major Release of a software application;
 - Services Packs are available to all customers who are permitted to use the main revision in question, regardless if they have an SMA or not;
- d) A **Patch** (deliverable medium) is an update to a main revision which is intended to fix a small number of bugs.

Patches are applied cumulatively. This means that a new patch contains all changes introduced with previous patches.

Patches are only generated if there is an urgent bug fix for one or more customers. Patches are distributed by the Software Support team to the customers concerned, and they are also made available for download on the ZEISS Portal.
- e) A **Bug Fix** is the resolution of a specific software error. Bug Fixes are not supplied separately; rather, they are always provided in Patches, Service Packs and Major Releases.
- f) An **Update** is a transition to a new Major Release (leap to the next Major Release).
- g) An **Upgrade** is a transition to a newer Major Release (whereas at least one Major Release will be bypassed).
- h) **Continuous Release** is the continuous and agile provision of bug fixes and functional modifications and expansions. There is no distinction made between Major Releases, Innovation Releases, Service Packs and Patches in this regard.

1.4 Essential definitions of terms, descriptions, and explanations for different payment models for ZEISS Software Products

- a) **Perpetual Model:** The Licensee gains the right for using ZEISS software limited to seven years (details see §2.1.) of the specific major release of the Software Product pursuant to this license agreement through the payment of a one-time fee upfront. Complementary, the Licensee may sign up for a Software Maintenance Agreement (SMA) that grants additional privileges. The Licensor charges a recurring fee for SMAs.

- b) **Subscription Model:** The Licensee gains the i) right to use the specific major release of the software product pursuant to this license agreement for a defined period of time, the so-called subscription term (e.g. 1 month, 1 year). In addition, specific services (hotline support and the right to use the newest release) are included in a subscription model and are not offered in separate SMAs. Per subscription term, the Licensor charges a recurring subscription fee.

1.5 Essential definitions of terms, descriptions, and explanations for different license models for Software Products of the Licensor.

- a) **Concurrent Use/ Floating License** can be used by more than a single user or instance. The number of concurrent use/ floating licenses regulates the number of users who have the right, to use the licensed Software Product simultaneously, if the Software Product is
 - (a) installed on a file server and is started by a user on another computer which is part of the same internal network as the file server, or
 - (b) installed on a user's computer but is only available for use if this user's computer gains access to it from a file server via an internal network, or
 - (c) installed on a computer temporarily through a documented/controlled "license check-out process" which ensures that the number of licenses in the network is automatically reduced/adjusted. Including the automatic return of the loaned license following expiry of the timeframe defined in the system or a manual license return at an earlier point in time.Concurrent use licenses are available as (a) plant-bound concurrent use licenses or (b) global concurrent use licenses. Higher fees apply to global concurrent use licenses than to plant-bound concurrent use licenses.
- b) **Single Use License** refers to a license that limits the usage right of the software product to a specific instance it is used on and/or a specific person that uses the software.

1.6 If the Licensor designates the Software Product as an "Update", "Upgrade", "Patch" or "Subscription", the Licensee must possess the Software Product license designated as appropriate for the Update, Upgrade or Patch by the licensor in order to use the Software Product. A Software Product designated as an Update, Upgrade or Patch replaces and/or supplements the original product upon which said Update or Upgrade is based. The licensee may use the respective Upgrade or Patch only in accordance with the conditions specified in this license agreement. If the Software Product is an Upgrade to a component of a software package licensed as an individual product, the licensee may use and transfer the Software Product only as a component of this individual product package. The Licensee is not permitted to divide it for use on multiple computers.

With a valid subscription contract, the Licensee is entitled to use the latest Software Product by default.

1.7 The software may contain codes, objects and other intellectual property which have been developed by the Licensors or third parties and licensed and integrated by them into the software product ("embedded third party software"). The use of any embedded third-party software, or

open source code and open source licenses, does not limit or affect the rights of use granted to the Licensee.

1.8 Purchase conditions of the buyer that contradict or deviate from this agreement do not become part of the agreement, even if ZEISS does not expressly contradict them. Changes to the EULA must be expressly agreed in writing by both parties.

1.9 In the event of contradictions between the German language version and other language versions (e.g. English), the German version shall prevail.

2. Duration and Termination

2.1 In the Perpetual Model, this license agreement, and the right of use, enter into force upon payment of the license fee to the Licensor (Effective Date).

With the exception of license agreements with time limitations, license agreement begins on the date specified in the Licensor's order confirmation (effective date), or the date of entry specified by the Licensee in a written agreement (Effective Date). Should both dates be present when the parties enter into an agreement, the effective date specified in the written agreement, accepted by both parties prevails. This license agreement, and hence the rights of use, shall terminate seven (7) years after the Effective Date.

If, after the initial license fee has been paid, additional concurrent users are added to the license, the period of use of the software product for these users shall terminate with the previously specified period of use currently in effect. If the Licensee purchases an Upgrade, the period of use for this license agreement shall continue on the basis of the information specified in the new key licensing and authorization document.

2.2 In the Subscription Model, this license agreement begins on the first date of the subscription term as specified in the licensor's order confirmation (Effective Date), or the date of entry specified by the licensee in a written agreement (Effective Date). Should both dates be present when the parties enter into an agreement, the effective date specified in the written agreement, accepted by both parties prevails. Provided that automatic renewals are permitted in the licensee's country, region, province or state, this subscription will automatically be renewed for another subscription term or one year, whichever is shorter ("extended subscription term"), unless the subscription contract is cancelled in due time. Licensor will undertake commercially reasonable efforts to notify the licensee about the renewal. With each renewal, the prices valid on the first date of the new subscription term come into effect. The Licensee will be notified about potential price increases as part of the renewal notification if applicable.

The Subscription Model becomes subject to payment either,

a) on the effective date, if the licensee has not acquired any further set-up services that are explicitly in conjunction with the concerned subscription product and are an indispensable technical pre-requisite for the software usage through the licensee (e.g. installation), or

b) after set-up of services that were purchased explicitly in conjunction with the concerned subscription product and that are an indispensable technical pre-requisite for the software usage through the licensee (e.g. installation) were provisioned by ZEISS.

Subsequent purchases within the framework of an existing subscription contract will be invoiced daily on a pro rata basis for the remaining term of the current subscription cycle.

If a new subscription cycle starts with an automatic extension of the subscription contract, the fee for the agreed services including subsequent purchases will be invoiced for the duration of the new subscription cycle.

2.3 In the Subscription Model, this License Agreement can be terminated by the Licensee

a) Thirty (30) days prior to the end of the subscription period when yearly subscription period was initially selected,

b) fourteen (14) days prior to the end of the running month, when monthly subscription period was initially selected or

c) fourteen (14) days prior to the notified price increase is coming into effect,

online via the ZEISS portal for registered users, or by registered letter, e-mail with a scanned copy of the signed letter of cancellation (e.g. a PDF copy), addressed to software.metrology.de@zeiss.com, to the Licensor. The termination will be effective after the ending of the initially selected subscription period with which also the right of use will be terminated or in the event of a termination according paragraph 2.3.c with the date of the price increase.

2.4 The Licensor has the right to terminate this license agreement and the corresponding rights of use with immediate effect should the licensee violate a provision of this license agreement or tacitly tolerate a violation of this license agreement by third parties or not fulfill his obligations arising from this license agreement, or if the licensee files for insolvency or undergoes a change of control.

2.5 Notwithstanding the above provisions of paragraph 2, and unless otherwise agreed elsewhere in this license agreement, this license agreement shall end automatically in the event of violation of one of its provisions by the Licensee.

Moreover, unless otherwise agreed (e.g. through Concurrent Use or Floating Licenses), this license agreement shall terminate automatically if the Licensee transfers ownership of the Software Product or a copy of the software to third parties (paragraphs 4.3 to 4.6) or if the Licensee sells the computer or measuring device that the Software Product is installed on to a third party. The rights of use for the previous version(s) of the software shall terminate when an Update or Upgrade is installed. The Licensee is not permitted to continue using the previous version(s) of the software on a different computer system or to make one or multiple previous versions of the software available for use by third parties.

2.6 In the event of termination, the license fees are not refundable under any circumstances, either in part or in full. The Licensee must adhere to the conditions of return and deletion specified under paragraph 10. The Licensee agrees to delete all copies of the software product—as a

whole, in parts or in connection with other software—in the event this license agreement is terminated.

3. Rights of Reproduction

3.1 The Licensee may duplicate the software provided to it, to the extent that such duplication is necessary for proper use of the software. The necessary duplication of the software includes but is not limited to the installation of the Software Product on the device's mass storage in accordance with this license agreement and loading the software onto the computer's main memory.

Hardware modifications may result in additional work being required for subsequent licensing, license repairs or license renewals on the part of the Licensee and/or the Licensor. This applies in particular to modifications or expansions to computer hardware components or the replacement of a computer system as a whole with/without network access (MAC address). If the Licensor transfers the Software Product to different computer hardware, the Licensee may no longer use the transferred software on the "old" system.

3.2 The Licensee is entitled to make a single copy as a back-up. The back-up copy of the licensed software product must be labeled as such.

3.3 If for reasons of data security and back-up following a total failure it is necessary to quickly reactivate the computer system, including the contract item, as well as to back up all of the existing data, including the installed software product, the Licensee is permitted to create as many back-up copies as are needed. The data media used for this are to be suitably labeled. The back-up copies may only be used for archiving purposes.

3.4 The Licensee is not entitled to create additional copies or instruct third parties to create additional copies, and in particular the Licensee is not entitled to print out the programming code using a printer or to make photocopies of the manual.

4. Resale and Transfer

4.1 If the software is labeled as "NFR" (Not for Resale) or "Not for Resale" or "Evaluation Copy" or "Free Time-Limited Trial", the Licensee is not authorized to use or deploy the Software Product or the accompanying manuals and software documentation for commercial purposes, and it may not resell, transfer or make the software product available to others in any way unless it has the explicit approval of the Licensor to do so. Commercial use also includes the use of the Software Product to create generally accessible computer software.

The Licensee is not authorized to rent, lease, lend or otherwise make the Software Product available to third parties as part of hosting or download options unless the Licensor has explicitly specified or permitted this in writing.

4.2 However, third parties may be granted a right of use if they are obliged to use the Software Product as stipulated by the Licensee. This usually concerns the Licensee's staff, and not

independent service providers, but in particular is not limited to service technicians, subcontractors of the licensee, etc.

4.3 Concerning the Concurrent Use/Floating Licenses, the facility-bound concurrent use / floating licenses stated in the order confirmation may be respectively used by the Licensor at a site it has specified. The transfer of licenses to another facility of the Licensee requires the prior written approval of the Licensor. A transfer may not take place more than twice per year. The risks associated with such a transfer are borne by the Licensee. The associated costs and expenses must be borne by the Licensee.

The global Concurrent Use / Floating Licenses stated in the order confirmation may be used by the client globally within its company and its affiliated companies pursuant to Articles 15 et seq of the German Stock Corporation Act (AktG). Use by third parties, in particular external service providers (with the exception of service providers in the area of maintenance, repair, transfer and retrofitting for coordinate measuring devices or coordinate measuring machines), customers and suppliers, is permitted provided these operate in the name of the Licensee. Third parties who are granted a right of use are obliged to comply with the terms of the license.

4.4 If the Software Product is licensed for a leasing company (lessor), the leasing company is free to make the Software Product available to an agreed lessee under the terms of this license agreement. If the leased item is further leased, the lessor is permitted before the scheduled transfer to transfer the right of use for the Software Product together with the leased item and the corresponding information about it (CMM/system/serial number, granted licenses, name/address of the old and new lessee) and to request the lessee to accept the terms of the transferred license in written form.

4.5 In the Perpetual Mode, the Software Product may be transferred to another party as part of the sale of a device containing the Software Product if the following conditions are met:

- (a) No copies of the Software Product remain with the user making the transfer;
- (b) As a condition for the validity of such a transfer the receiving party must expressly acknowledge to the Licensor his/her acceptance of the conditions of this license agreement by email, including with this email a scanned copy of a signed written information notice, such as a PDF copy, addressed to software.metrology.de@zeiss.com and
- (c) The transferred software must be up to date at the time of its transfer (the most recent revised version of the software). The licenses may only be transferred within the European Union and outside of the European Union in the countries in which they were originally acquired; and
- (d) All of the software modules in the Software Product may be transferred only as a single package, not as separate licenses.

4.6 In the Subscription Mode the Software Product may not be transferred to another party as part of the sale of a device containing the software product license. The new owner of the device needs to sign up for a new subscription or purchase the respective current licenses in a perpetual model.

4.7 Transfer within legal entities or global concerns of the Licensee

Insofar as the transferring licensee and the receiving party are part of a legal entity or part of associated companies, once the receiving party agrees to these licensing conditions, the transfer is permitted (acknowledgment is to be sent to software.metrology.de@zeiss.com). "Associated companies" means all legal entities which are directly or indirectly controlled by a legal entity or its parent company. "Control" as understood in this license agreement means the direct or indirect ownership of more than fifty percent (50%) of the shares in a company or more than fifty percent (50%) direct or indirect participation in the company's decision-making body.

4.8 Transfer of software license options in the Perpetual Mode

If the software product is transferred with the involvement of the Licensor, a license fee will be incurred in accordance with the Licensor's applicable price list.

No more than four (4) transfers may be made during the duration of this license agreement.

5. Multiple Usage

5.1 Unless otherwise stipulated in writing with the Licensor, the Software Product may only be used on up to two monitors that are connected to one and the same computer. The Licensee may only use the software on alternative systems in case of emergency.

Multiple use of the Software Product must be approved by the Licensor in writing or requires the acquisition of concurrent use floating licenses. When concurrent use floating licenses are utilized, the total number of users of the Software Product who are authorized to use it concurrently shall not exceed the number of all concurrent use licenses granted to the Licensee for the Software Product. Unless otherwise stipulated in this license agreement, all other conditions of this license agreement apply to the Licensee's use of the Software Product within the scope of a concurrent use license.

5.2 If the Software Product has been replaced by an Update or an Upgrade and the Licensee would like to continue using it in parallel with the current software product, it must obtain the prior approval of the Licensor; a PDF copy of this approval must be sent to the specified email address (software.metrology.de@zeiss.com).

6. Decompiling and program modifications

6.1 The Licensee may not make any modifications to the software except when this is required to rectify errors and the Licensor is in default with the error rectification. In the latter case, and when important program functions and working methods could be disclosed during the repair process, the Licensee may commission a commercially active third party with the repair only if this third party is not a potential competitor of the Licensor.

6.2 De-compilation of the licensed programming code into other forms of code (decompiling) and other types of reverse engineering of various phases of software production are permitted only to the extent that they are used to acquire information required for interoperability with an independently created computer program, and only if this information cannot be procured

elsewhere. The Licensee must request the information from the Licensor in advance against payment of a fee.

6.3 A further condition for the approval of de-compilation is the execution of reverse engineering or program monitoring exclusively with methods that the Licensee is authorized to perform in accordance with this license agreement. In particular and in no event may the program code be printed out with the aid of a printer.

6.4 All ownership rights and copyrights pertaining to the Software Product, the accompanying printed materials and all copies of the Software Product belong to the Licensor or its suppliers. This Software Product is protected by US copyright laws and the provisions of international agreements. The Licensee is not entitled to duplicate the printed materials accompanying the software.

6.5 The Licensee is not authorized to remove, modify or amend information pertaining to the copyright or brand references that the Licensor has applied. This includes, without restriction, all references in physical and/or electronic media or documents, in setup wizards or in the dialog fields "About..." and/or in other references which are displayed online or activated via the Internet, or exist in the program code or other embodiments which were originally contained in the software or created elsewhere by the Licensor.

7. Guarantee and Right of Termination

7.1 The Licensor guarantees the performance specified in the operating manual with regard to the Software Product licensed to the Licensee, insofar as the Software Product is installed in the specified system subject to compliance with the guidelines of the Licensor.

7.2 Errors that are reproducible at any time are considered errors in the software product or its software modules.

7.3 The Licensor shall rectify errors in the Software Product, including in all manuals and other documentation, within a reasonable period after receipt of corresponding information about the error from the Licensee. Errors will be rectified by making subsequent improvements to the software, which will not be invoiced, or by replacing the delivered software, at the Licensor's choice.

7.4 The Licensee may make use of its right to terminate on account of the Software Product's non-performance only after subsequent improvements or replacement of the Software Product have been performed twice without success.

7.5 The Licensor provides no guarantee or warranty regarding the functionality of measurement plans or measurement programs created by third parties or by the Licensee/Customer; nor does the Licensor provide any guarantee or warranty that these measurement plans or measurement programs will run with the software or on the Licensor's systems without error. The Licensor excludes any and all warranties or guarantees with regard to third-party measurement plans and

measurement programs, especially following the implementation of software upgrades or new program versions.

The Licensor stresses that it is possible that, if present, one or more of the factors specified below may cause a loss of performance or a change in performance with regard to measurement plans:

- a) Replacement of the computer's operating system in between software revisions;
- b) Significant modifications to the calculation algorithms;
- c) The removal of software bugs and malfunctions;
- d) Changes to the dependencies between software options;
- e) Incorrectly programmed measurement plans;
- f) Influence on the part of software programs or modules which were not released by the Licensor.

8. Liability

8.1 In the event the Licensee is unable to use the Software Product in the manner specified and the Licensee is at fault for this because of its failure to implement correctly or at all suggestions and advice before or after signing the agreement or because the Licensee has breached other contractual obligations, the provisions specified in paragraphs 7 and 8 shall apply, to the exclusion of all further claims on the part of the Licensee.

For damages not caused to the Software Product or to the hardware and the connected device, the Licensor's liability shall apply only in the following cases, regardless of the respective legal grounds:

- Intentional misconduct,
- In the event of gross negligence on the part of its executive organs or its executive staff,
- In the event of culpable damage to life, body or health; in the event that errors were maliciously concealed by the Licensor or excluded from warranty by the Licensor,
- If software errors occur within the scope of liability for personal injury or property damage as a result of personally implemented objects, as specified in the applicable product liability regulations.

8.2 In the event of the culpable violation of fundamental contractual obligations, the Licensor shall also be liable for gross negligence on the part of non-executive-level employees and for slight negligence. In the latter case, this liability shall be limited to foreseeable damages typical for this type of agreement.

8.3 Moreover, the Licensor, its employees and its vicarious agents are liable for data loss or modifications resulting from programming errors, only to the extent to which this would have been inevitable if the Licensee had met its obligation to make regular backup copies at least once a day.

8.4 In the event of claims by reason of breaches of copyright law, the Licensor grants the Licensee the right to the continued use of the Software Product or to undertake modifications of the Software Product so that the copyright is protected. If this is not economically sensible, the Licensor will take back the object of the agreement and will reimburse the license fee which has

been paid less an amount corresponding to the duration of the prior use. This applies subject to the condition that the Licensee informs the Licensor about this type of claim without delay and affords the Licensor all legal remedies and extra-judicial settlements.

8.5 The Licensee or its IT provider in terms of concurrent use/floating licenses are liable for service interruptions, the interruption of license assignments and other support cases which are not conclusively due to a defectively created license.

The Licensee or its IT provider is responsible for the provision of the necessary number of licenses to provide its services. The Licensor is not liable for usage interruptions and subsequent work/production stoppages.

8.6 Any further claims of the licensee shall be expressly excluded.

8.7 The Licensee is responsible for all issues resulting from the use of the Software Product, which are not directly caused by the Licensor. Therefore, the Licensee is responsible for all the data generated and produced while using the Software Product. The Licensee, therefore, is obligated and responsible for complying the terms outlined in this license agreement.

9. Licensee's Obligation to care for Software, Risk Assumption

9.1 In the Perpetual Mode the Licensee, in order to use the software and in addition to the acquisition of a full license in accordance with the present end user provisions, is obliged to assign the acquired concurrent use/floating licenses to an existing SMA or, if required, to conclude an additional SMA. The right of use for the acquired concurrent use/floating license shall remain valid only if a valid SMA remains in effect.

9.2 The "Software Maintenance and Hotline Agreement" apply to the provision of this EULA in case of Concurrent use/floating licenses and in the Subscription Modell.

The latest version of the Software Maintenance and Hotline Agreement can be accessed through the link: <https://www.zeiss.com/metrology/terms-and-conditions>.

9.3 The Licensee, is responsible for the administration of the floating server. The licensee is responsible for the safe operation and maintenance of the server. Licensor is only responsible for installing/putting the licenses on the (virtual) floating server. The Licensee provides the server hardware.

A possible establishment of the server infrastructure as well as consultancy on the running and maintenance of the server operation by Licensor must be regulated individually within the scope of a project business transaction.

9.4 The Licensee is responsible for allocating the licenses for use of the software. However, the users must be employees of the Licensee. Use by external stakeholders of the Licensee, such as clients and suppliers, is not permitted (see also paragraph 4. Resale and Transfer and paragraph 5. Multiple Usage).

9.5 The Licensee is obligated to implement appropriate measures to prevent third parties from accessing the software and documentation. In particular, the licensee must instruct its employees to deny third parties' access to the software.

9.6 The Licensee must store the original data carrier in a location which is protected against unauthorized access by third parties and must require its employees to comply with the present license and copyright terms. In particular, the Licensee shall instruct its employees not to make any unauthorized copies of the software, of the operating manual or of the installation instructions.

9.7 Should an employee of the Licensee breach copyright or grant unauthorized persons access to the software, the Licensee is obliged to take an active part in the investigation of the breach and must also inform the Licensor of the relevant proceedings in respect of the breach.

9.8 The Licensee is subject to the risk of accidental loss and destruction, in particular with regard to theft of the Software Product or dongle. The license agreement shall terminate automatically in the event of destruction or loss.

9.9 Loss of the license dongle. The Licensee is liable for the supplied software dongle. Losing the software dongle is equivalent to losing the Software Product. The Licensee will be invoiced for the replacement of the software dongle and the associated software licenses. If the dongle is stolen, an official police report is required for the issuance of a new license against payment of a fixed retransfer fee, currently EUR 1,500 plus sales tax/VAT.

Notwithstanding the preceding provisions, the Licensee is entitled to request from the Licensor the conclusion of a new license agreement and the subsequent supply of a Software Product. In this case, corresponding license fees equal to the cost of an Upgrade shall apply and be incurred for the replacement of the stolen Software Product.

10. Obligation to return and delete provided data

10.1 Following termination of this license agreement, the Licensee is obliged to return all original data carriers as well as all documentation, materials and other documents in its possession. The software product and all documentation must be sent to the licensor free of charge. If transport is performed by third parties, the delivery type must ensure safe delivery (registered post, reliable consignment, or similar), and the consignment must be insured up to an amount corresponding to the price of the license fee. The licensee must confirm in writing that the software has been successfully uninstalled.

10.2 The correct return of the software product includes the complete and final deletion of all existing copies and, in particular, copies of the software on the computer.

10.3 If the Licensee fails to comply with the requirements laid out in paragraphs 10.1 and 10.2 of this license agreement, the Licensee shall pay the licensor a lump-sum compensation for damages equal to the price of the agreed license fee. Any additional claims for damages by the Licensor shall remain unaffected by this stipulation and, where necessary, will be offset against the lump-sum compensation for damages.

10.4 The Licensor can decide to not have the Software Product returned and instead can demand that the Software Product be deleted, and the documentation destroyed. If the Licensor decides in favor of this option, it will explicitly inform the Licensee of this decision in writing.

10.5 The Licensee will be explicitly informed that it may not continue to use the Software Product after the license agreement has been terminated and that failure to comply with this requirement will be considered a violation of copyright. Paragraph 9.3 also applies following termination of the contractual relationship.

11. Data acquisition

11.1 Upon installation of the Software Product, diagnosis and technical information as well as information relevant for the use of the software and associated information, including unambiguous system and hardware identification, are collected in situ on Licensee's computer, as well as information about the system software used, the software license and modules plus all the devices controlled with the software and communications (referred to collectively as "System Information"; a detailed overview of the data collected can be found under the following link: <https://www.zeiss.com/cmmagent>. Depending on the application and the specific configuration, this data could also be stored locally on the network or on web-based servers in order to enable other products and services from Licensor.

Licensor is entitled to use this System Information for diagnosis purposes and for Licensor services and to capture the data in so far as the data is collected and saved for the above-mentioned purposes in a form which permits no inferences to be drawn about individuals.

The collection of this data can be prevented by uninstalling the software "ZEISS CMM Agent".

11.2 Floating Licenses: The Licensee is obliged to provide statements on license use up to twice a year upon request; these are to be sent to floating.metrology.de@zeiss.com. The statements must include

- the number of users of the licenses
- how often the licenses are used
- the countries the licenses are used in
- the facilities in which the licenses are used (applies only to facility-bound concurrent use / floating licenses / server-based node-locked licenses)

within the period of time of the year preceding the day of the license server statement.

In this context, the licensor reserves the right to request the corresponding log-files.

Should the Licensee fail to comply with this requirement following multiple requests to do so within a reasonable deadline, the Licensor is entitled to review the use of the licenses within the scope of the paragraph below at the Licensee's expense.

Irrespective of the aforementioned provision, Licensor is entitled to review compliance with the license agreement at its own expense, as well as to order a review up to one year following termination of the license agreement. For this purpose, Licensor will commission an independent auditor of an internationally recognized auditing organization, which is subject to confidentiality

obligations. The audit will be announced at least 30 days in advance and will take place during normal working hours in a way which does not disproportionately interfere with the Licensee's business operation. Licensee must immediately provide the auditor with all information which the latter may reasonably demand to support the audit. If an infringement of the license agreement is discovered, Licensee must reimburse Licensor for all costs of the audit, further compensation for claims for damage may be asserted.

12. Miscellaneous

12.1 All verbal agreements, amendments, amplifications or explanations of these license terms and conditions as well as the particular characteristics of the warranties given, or agreements or arrangements must be made in written form to become legally effective. If these are drafted by representatives or vicarious agents of the licensor, they will become legally binding only with the written approval of the Licensor.

12.2 Should individual parts of this agreement become invalid, this does not affect the validity of the remaining provisions. The invalid part of this agreement is to be replaced by the parties to this agreement with legally admissible provisions which come closest to the intention of the invalid provisions.

12.3 The laws of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions.

13. Confirmation of receipt and acknowledgement

The licensee is aware of the use of these terms of licensing by the licensor. The licensee has sufficiently acknowledged these terms.

Carl Zeiss Industrielle Messtechnik GmbH
Carl Zeiss-Strasse 20
73447
Oberkochen,
Germany

(dated March 2021)

ADDENDUM TO THE END USER LICENSE AGREEMENT FOR ZEISS SOFTWARE

("Addendum to the EULA")

Important: Please read carefully. The legal provisions of the agreement under which the ZEISS application software was licensed ("End User License Agreement / General Terms" or "EULA"), as well as the provisions laid out in this addendum to the EULA, apply to the ZEISS software, which is a supplement to the EULA, and to its documentation, even in electronic form ("software modules"). By installing, duplicating, downloading, accessing or using the software components in any other way, you agree to the terms of the EULA of the ZEISS software product and of this Addendum to the EULA. If you do not agree to these terms, you may not install, duplicate, access or use the software components in any other way.

NOTE: If you do not possess an official/valid licensed copy of a ZEISS software product for which the software module was made available (each component is a "software product"), you may not install, duplicate, download, access or use the software components in any other way. You will be granted no rights within the scope of this Addendum to the EULA.

General provisions. The software components are made available only to upgrade the existing functionality of the useable software product, or to supplement or replace it. Once the software components are installed, they become part of the Software Product. Licensee will be issued a license to use the software components for the Software Product in question in accordance with the terms of the EULA for the Software Product (the license will fall under this Addendum to the EULA), and Licensee's compliance with all terms is included in the rules specified in this Addendum to the EULA. If a valid provision on the software components comes into conflict with the terms of this Addendum to the EULA, the terms of the Addendum to the EULA shall prevail.

Additional rights and limitations

- If Licensee possess multiple valid licensed copies of the Software Product, Licensee may prepare a copy of the software components, install these and use functioning, valid licensed copies of the software product on all of Licensee's computers, provided that Licensee uses these additional copies of the software components in accordance with the above provisions - If the software components Licensee has purchased are not stored on external storage devices, Licensee may create a copy of the software components for archiving purposes or to reinstall the software components on the same computer that the software components were previously installed on. The software components shall remain the property of ZEISS, its subsidiaries and/or suppliers. ZEISS, its subsidiaries and/or suppliers reserve all non-explicitly granted rights.

The present Addendum to the EULA does not extend the validity of the limited warranty.

Addendum to Innovation Releases - Beta Software

By way of derogation from the SOFTWARE LICENSE AGREEMENT / General Terms (End User License Agreement - EULA), the following provisions shall apply:

1. Limitations on Innovation Releases and beta software: In between regular Major Releases of the software (official new revisions to the software product), customers with an SMA in Innovation Releases will be provided with new functionalities before the Major Release so that they may benefit sooner from the software's expanded functional scope.
2. The right of use specified in paragraph 2.1 of the End User License Agreement - EULA is limited to a period of 9 months or until the next Major Release is made available.
3. The functions contained in Innovation Releases are tested and documented in the same manner as in Major Releases. Bug fixes are only provided for Innovation Releases in the form of a new main revision or service patch releases associated with a main revision; no separate bug fixes in the form of service patches are provided for Innovation Releases; Innovation Release software may not be sold, exchanged or transferred in any other way or made available to third parties.
4. Functions made available in Innovation Releases may not necessarily be included in the standard scope of the Major Release. Measurement plans and programs which have been programmed, modified or opened and saved in Innovation Releases are not backwards compatible with previous Major Releases or with previous Innovation Releases.
5. By way of derogation from paragraph 8 of the End User License Agreement - EULA, the following applies to liability:
Innovation Releases and beta software may regularly contain defects. Licenses for Innovation Releases are granted for purposes of using software functions early and for providing feedback regarding quality and usability, and also for purposes of identifying defects. Innovation Releases and beta software are provided "AS IS" and "AS AVAILABLE". They may contain bugs and inaccuracies which may cause failures, impairments and loss of data and/or information in the Licensee's devices and connected peripheral devices (including in particular servers and computers). The Licensor strongly advises the Licensee to make backup copies of all the data and information on its devices and any peripheral devices before downloading, installing or using beta software. The Licensee confirms and expressly agrees that the use of beta software is done so at its own risk.

THE LICENSEE SHALL BEAR ALL RISKS AND ALL COSTS ASSOCIATED WITH ITS USE OF BETA SOFTWARE FOR ANY PROGRAM, INCLUDING IN PARTICULAR ANY COSTS FOR INTERNET ACCESS, COSTS FOR BACKUP COPIES, COSTS FOR THE USE OF ITS DEVICE AND PERIPHERAL DEVICES, AS WELL AS FOR ANY DAMAGES TO EQUIPMENT, SOFTWARE, INFORMATION OR DATA OF ANY KIND.

The Licensor is liable in cases of intent and only for the malfunctions for which the Licensor is responsible for foreseeable damages in the event of gross negligence. In cases of ordinary negligence, liability for indirect damages, data loss or for damages which fall under the scope of responsibility of the user of the Innovation Release or beta software are excluded. Any further claims on the part of the Licensee shall be excluded.

The licensee understands this and agrees that downloading, installing and using Innovation Releases or beta software does not give rise to a legally binding partnership, representation or work relationship between the licensee and the Licensor, and that the Licensor is not obligated to provide the Licensee with any innovation software.