



ZEISS Quality Suite Framework Agreement

I. Services and Users

1.) General

Carl Zeiss GOM Metrology GmbH operates the ZEISS Quality Suite (hereinafter referred to as "platform"). This is a platform via which various forms of use of software and other services, communication and evaluation of data and content can be carried out. Carl Zeiss GOM Metrology GmbH is the provider of the described services, which are also provided by third parties.

2.) Users

All users of the platform expressly agree to the following terms and conditions for the use of this platform. Any general terms and conditions or internal specifications of the users that contradict these terms and conditions shall not be valid.

3.) Subject matter and scope of the Services

These platform terms and all documents, content and services referenced herein, as amended from time to time, set forth the terms and conditions for their access to and use of the platform under the platform agreement.

II. General Provisions for the Platform

A. RIGHTS OF USE AND REGULATIONS

(1) During the term of the user agreement, we grant you the non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the services through authorized user privileges solely for the purpose of access.

2. Unless otherwise approved by us in writing, the persons listed under I.) may be designated as authorized users.

3. Unless otherwise authorized, you may not provide access to the services to any person other than an authorized user.

4. Unless otherwise specified in this section, granting access rights to third parties is strictly prohibited.

5. We enable you to access the services via your account with the access data (e.g. logins and passwords) that you define yourself for your authorized use in the registration process and that are stored by us. A valid ZEISS ID is required for individual services. With regard to the ZEISS ID, the corresponding specifications from the terms of use for the ZEISS ID apply.

You shall:

Keep your access data carefully and protect it from unauthorized access;

Not gain access to the services by any means other than the account or other means permitted by us;

Do not circumvent or disclose the authentication or security of the account, the services, or any host, network, or account associated therewith; and

Not use a false identity for the purpose of misleading others or gaining unlawful or unauthorized access to your account or the services.

You must follow password guidelines.

You, as well as any authorized user, are entirely responsible for maintaining the confidentiality and security of your login credentials, and you are solely responsible for any and all activities that occur under your account(s) to the extent such activities were authorized by you and / or an authorized user or were not authorized by you and / or an authorized user but could have been prevented by you if you had exercised due care. Passwords may not be used by more than one authorized user, and you are prohibited from transferring or sharing passwords with anyone who is not an authorized user. You must ensure that authorized users exit or log out of their account at the end of each usage session.

6. Unless otherwise expressly agreed, we provide the services and grant you access to the latest version of the services, which we make generally available to customers. We continue to update and develop the technology, features and functionality of the services and are not obligated to maintain any previous versions of the services. With the provision of a modified or new version of the services, it may be necessary to replace its previous versions.

We are entitled to:

- make changes or updates to the services (such as, without limitation, functionality, infrastructure, security, technical configurations, application features, etc.), provided, however, that such changes do not result in a material decrease in the features and functionality or the level of performance, security or availability of such services,
- Issue additional system requirements.

We will notify you of such changes in a timely manner prior to the effective date of the changes by sending you a notice (as appropriate) or by notifying you directly through the platform in such a manner that the notice is displayed to you when you log in. Such notice period will not apply if we believe that changes to the services are necessary to avoid:

- (a) a threat to the security or functionality of the services;
- (b) adversely affect you, us, your or our affiliates, partners or third parties, including without limitation the risk of personal injury; and / or
- (c) hold you, us, your or our affiliates, partners or third parties liable.

7. With respect to the services we may provide free of charge, we may, at our sole discretion, make changes at any time without giving reasons and make the use of such free services by you subject to the use of modified or additional system requirements or subject to other restrictions. If appropriate, we will provide you with advance notice of such changes. In addition, we may suspend such free services, in whole or in part, at any time in our reasonable discretion without cause.

B. AVAILABILITY OF THE PLATFORM

The availability of the platform and its services depends on the respective type of installation and the associated use. Since the ZEISS Quality Suite is not necessary for the operation of the software, availability is not guaranteed.

C. YOUR USE OF THE SERVICES

1. You shall:

- ensure that your use of the services does not compromise the security or functionality of the Services and / or adversely affect us, our affiliates, partners or third parties;
- take all reasonable precautions against security attacks on your system and to prevent viruses, trojan horses or other programs that may damage software before accessing the services and during use;
- Not to interfere with or disrupt the integrity or performance of the platform or other devices or networks connected to the services and, in particular, not to transmit customer content that contains viruses, trojan horses or other programs that may corrupt software; and
- not use the services in any manner that could damage, disable, overburden, impair or jeopardize our systems or security, or interfere with any other user.

2. You are obliged to:

- not to provide us with any customer content, the use of which under the user agreement would result in a violation of applicable law, intellectual property, trade secrets, privacy, professional secrecy, other third party rights or restrictions on third parties, such as confidentiality obligations;
- not to use the services for any purpose other than as expressly permitted in the user agreement;
- not translate, disassemble, decompile, reverse engineer or otherwise modify the software contained within the services or attempt to discover the source code of any software contained on the platform (except to the extent permitted by applicable law or otherwise expressly permitted); and
- Ensure that your use of the services does not expose us or our affiliates, partners or third parties to liability.

3. You have to inform us immediately:

- if you become aware of any circumstances, and in particular any incidents, that indicate that safety and / or compliance standards may not be met.
- about measures taken by authorities or court decisions that may impede the use of content;
- about any change in your name or contact information; and
- if you learn of any unauthorized access to your account or the Services.

4. You are obliged to provide all information and data truthfully and completely and to keep it up to date at all times (e.g. contact information).

5. You are solely responsible for the suitability, content, use and quality of your content and the means by which you acquired that content. For example, you are solely responsible for:

- The creation and maintenance of independent backup copies of all third party content; and
- Any document retention or archiving obligations arising from applicable laws, professional regulations or company policies.

6. You hereby agree that all authorized users who are technically capable of submitting statements and / or notifications through your account and making legally effective statements. Any internal instructions from your company to the contrary are of no relevance to ZEISS. Notwithstanding any additional responsibility under applicable law, you are solely responsible for ensuring that your authorized users, employees, representatives, agents, affiliates and third parties you engage in the use of the services comply with the terms of the user agreement and applicable law.

The user is expressly responsible for the accounts that may be used and the resulting data streams. ZEISS has no possibility whatsoever to check the content of these data streams prior to their publication on the platform or to delete them.

D. LIABILITY

1. For our services, liability for any compensation or reimbursement of futile expenses (reimbursement of expenses) shall be governed by this section.

2. We are liable for damages without limitation:

- insofar as liability cannot be limited or excluded under the applicable law, in particular the applicable product liability law;
- which are based on intent or gross negligence by us, our legal representatives, employees, vicarious agents or subcontractors;
- in cases of injury to life, limb or health resulting from simple negligence on our part, on the part of our legal representatives, employees, vicarious agents or subcontractors; and
- in cases of non-compliance by us with an agreed warranty.

3. In no event shall we be liable for any damage or fruitless expenditure (reimbursement of expenses) caused by simple negligence, except in the case of a breach of essential contractual obligations in a manner that jeopardizes the purpose of the contract of use, or contractual obligations the fulfillment of which is indispensable for the proper and orderly performance of the contract of use and on the observance of which you regularly rely and may rely (cardinal obligations), with the proviso that in each of these cases our liability shall be limited to the damage or frustrated expenses that are reasonably foreseeable in connection with contracts of the type of the contract of use at the time of its conclusion.

4. The parties agree that the reasonably foreseeable damages or expenses without results shall in no case exceed the sum of 1000€ (i.e. in total for all damage events):

(5) Unless otherwise agreed by the parties, our liability for damages or expenses without results caused by simple negligence and exceeding the reasonably foreseeable damage shall be excluded.

6. Neither party shall be liable for indirect or consequential damages, including but not limited to loss of profits, loss of revenue, business interruption and loss of goodwill.

7. We are not liable for damages due to loss of data to the extent that such damages would have been avoided if you had made backup copies.

8. Except for claims under this section, all rights, claims and remedies for damages and compensation arising out of or related to the user agreement, whether in contract, tort or otherwise, shall be time-barred no later than two (2) years.

9. All limitations and exclusions of liability provided in these terms of use shall also apply for the benefit of our affiliates, directors, employees, agents, business partners, subcontractors, sub-suppliers, sub-subcontractors and any other persons used by us in the performance of our obligations and for the benefit of their affiliates, directors, employees, agents, business partners, sub-suppliers, sub-subcontractors and any other persons used by them.

Insofar as the service or the platform is discontinued by ZEISS, the user shall have no claim for damages or other claims.

E. DATA PROTECTION

1. Each party covenants and agrees to comply with all data protection laws, regulations, requirements or the like applicable to the performance of each party's obligations under the user agreement, including but not limited to ensuring that it complies with applicable notice requirements under such laws.

2. The ZEISS Quality Suite offers functions to collect various data from your local computer in the event of a problem, so that our software support can use this data to analyse the specific problems and provide a solution. For this purpose, the user's Windows user ID is collected. This processing is carried out on the basis of Art. 6 para. 1 subpara 1 b) DSGVO. Since the Windows user ID can indicate the real name of a user and is therefore personal, it is also possible to create a local user that does not contain the name of the data subject in order to minimise data.

In the event of problems at the customer's site, it may also be necessary to transfer the collected data to ZEISS so that the problem can be analysed and resolved or a workaround can be provided. ZEISS stores the file with the collected data on internal systems to which only employees at ZEISS who need access have access. After the data has been analysed or a bug fix has been generated, the transmitted support data is automatically deleted if there are no other reasons for storing it.

F. CONFIDENTIALITY

(1) Each party agrees to keep the other party's confidential information confidential and shall disclose it only to those employees and / or other personnel who have a need to know and who are bound to confidentiality by their employment agreement or otherwise not less stringent than the provisions herein. Each party may use confidential information of the other party only for the purpose authorized by the platform agreement.

2. The confidentiality obligations of this section do not apply if the recipient can prove this:

- the information is generally known or later became known through no fault of the recipient of the information;
- the same information was already known to the recipient of the information prior to the obligation to maintain confidentiality or the same information was demonstrably developed independently by the recipient of the information;
- the information was provided to the recipient of the information by a third party without a duty of confidentiality;
- the information has been released for publication in writing by the other party; or
- insofar as the information must be published due to a binding official or court order.

3. After termination of the user agreement, the confidential information and all copies made thereof shall be returned without request (or disposed of at the request of the other party). The obligation to return / destroy such confidential information shall not apply to the extent that the confidential information and / or copies thereof are required to be retained by recipient under mandatory law, provided, however, that such confidential information and / or copies thereof shall be subject to the confidentiality obligation under the provisions of these terms of use during the retention period provided by such mandatory law.

G. EXPORT CONTROL

1. You are obliged, before and at any time in connection with the use of the services and other services to check and ensure by appropriate measures that:

- You shall comply with all applicable national and international export and (re-)export control laws, including all technical assistance and technology transfer regulations, in particular of the Federal Republic of Germany, the European Union and the United States of America;
- They will not violate any embargo imposed by the European Union, the United Nations or the United States of America;
- You will not use the services or any other services in connection with armaments, nuclear technology, or weapons, if and to the extent such use is subject to prohibition or authorization, unless the required authorization is granted; and

- You will not make the services available, directly or indirectly, to any third party that appears on any list of sanctioned parties of the United Nations, the European Union and the United States of America concerning trade with the entities, persons and organizations listed therein.

2. When you transfer goods (hardware and / or software and / or technology and related documentation, regardless of the method of delivery) through the use of the Services and other services managed by us, you will comply with all applicable national and international (re-)export control regulations, including but not limited to the regulations of the Federal Republic of Germany, the European Union and the United States of America. You will notify us in writing prior to any transfer of goods subject to restrictions and categorization under the above regulations by specifying the appropriate export list category or ECCN (Export Control Classification Number).

3. Upon our request, you will promptly provide us with all necessary information to conduct investigations in connection with (re-)export control regulations.

4. We are not obligated to fulfill the user agreement if such fulfillment is prevented by obstacles due to national or international foreign trade requirements, including embargoes or other sanctions.

H. TERM AND TERMINATION

1. The user agreement comes into force upon installation and runs for an indefinite period.

2. Either party may terminate the user agreement for good cause. The events that entitle us to terminate for cause include, in particular and without limitation

(i)- acts or omissions by you that entitle us to suspension for a continuous period of at least thirty (30) days;

(ii) Your breach of any obligation or provision of the applicable Agreement, which shall survive for a period of thirty (30) days after receipt of notice thereof;

- a material breach by you of the obligations under the relevant agreement;

- a material breach by you of the rights of any partner;

- our obligation to comply with applicable law or requests by any governmental authority;

- a change in control of you and / or your affiliates that, as reasonably apparent from objective reasons, adversely affects our position, rights or interests; and

- the termination or expiration of our contractual relationship with a supplier for the provision of the platform or essential software and / or services, making it impossible or unreasonable for us to continue to provide the platform.

3. All termination rights must be exercised by written notice to the other party, and notice in text form shall be sufficient.

4. Upon termination of the user agreement, regardless of the reasons:

- we are entitled to permanently block access to the services and to discontinue the provision of services under the user agreement; and

- you are obliged to stop using the usage services. All provisions of the contract, which by their express validity should extend beyond the termination or expiration of the usage contract or by their nature should be extended, shall remain in full force and effect after the termination or expiration of the usage contract.

I. AMENDMENTS TO THE AGREEMENT

We reserve the right, at our sole discretion, to update the terms at any time. In particular, changes in applicable law or updates and further developments of the services may require an update of the terms of use.

J. FINAL PROVISIONS

1. The user agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party, nor may any rights or obligations be transferred or delegated by either party, except that we may assign the user agreement in whole or in part and / or its rights and obligations hereunder without your consent, or assign the user agreement in the interest of all or part of the business to which the particular agreement relates to any of our affiliates or successors in interest:

- as a result of a change in ownership (including through share purchase, merger or consolidation);
- as a result of the sale of all or a substantial part of the assets and / or all or part of the business to which the relevant agreement relates; and / or
- in connection with any spin-off, (de)merger, consolidation, divestiture, dissolution and any other type of business combination or business restructuring, including but not limited to the formation of joint venture companies and / or otherwise.

2. Amendments and supplements to the contract of use must be made in writing to be effective. A waiver of form is only effective if it has been agreed in writing.

3. The usage agreement represents the complete agreement of the parties on the subject matter of the contract. General terms and conditions of the parties shall not apply, even if they are printed or referred to on a form used in connection with the respective agreement.

4. Should individual provisions of the user agreement be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The parties shall replace the illegal, invalid or unenforceable provision with a legal, valid or enforceable provision that comes closest to the original economic purpose of the parties.

5. Neither party shall be liable for any failure or delay in its performance under the user agreement due to force majeure, provided that the delayed party:

- immediately informs the other party of such cause and
- uses commercially reasonable efforts to promptly remedy any such failure or delay in its performance.

6. Unless you are a consumer, all disputes arising out of or in connection with the User Agreement shall be subject to the exclusive jurisdiction of the courts of Braunschweig, Germany.

7. The contract of use shall be governed by and construed in accordance with the substantive law in force in Germany without reference to any international law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to the contract.

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