

Software-Maintenance Agreement between Customer and Mahr GmbH

No. _____

In addition to the service agreement for maintenance and calibration with reference number _____ based on our service description and general conditions for software maintenance, the following software maintenance agreement is concluded for the measuring stations listed in Appendix 1.

1. Services

The software maintenance includes an annual, max. 2-year software update per measuring station to the current software version (MarWin).

2. Key points of the agreement

- a) The software maintenance only takes place in connection with maintenance and calibration of the measuring station in order to identify possible incompatibilities and remedy them immediately.
- b) The measuring stations included in the software maintenance are listed in **Appendix 1** and may correspond to the measuring stations in terms of the scope of the maintenance agreement or also deviate (partial quantity).
- c) An update of a measuring station will only be carried out if the technical approval for this is available in advance from **the company, the person responsible (department / person)**. After testing and approval by **the company**, all measuring stations included in the contract will be updated with the released software version in the course of the next maintenance & calibration and corresponding update cycle.
- d) The software update includes all options already used in the previous version.
New software options (with their own ID number) are not part of the software update. Of course, these can be purchased and installed separately.
- e) The prerequisites for the initial software maintenance are checked by the customer on the conclusion of a contract by means of a checklist provided by Mahr. The current hardware and software status of each measuring station is queried. For the conclusion of the software maintenance agreement, a software version not older than 2 main versions below the currently valid is permitted.
- f) If it is necessary to upgrade or replace hardware (computer / control system, etc.), Mahr offers these services separately based on the machine type, the technical configuration and the state of the measuring system. The necessary hardware requirements for the new software version will be checked and communicated in advance by Mahr. To ensure full compatibility, we recommend using measuring station computers from Mahr.

Mahr GmbH

Carl-Mahr-Str. 1
D - 37073 Göttingen
Phone: +49 (0)551 7073-800
Fax +49 (0)551 7073-888
<http://www.mahr.com>

status: 2024-01-09

Managing Directors:
Manuel Hüsken, CEO – Chairman
Robert Mikula, CFO / CIO
Dr. Martin Thomaier, CTO / COO

Headquarters:
Goettingen
Register HRB 2507
VAT No. DE258132975

Precision Gages, Length Metrology,
Precision Length Metrology, Surface Texture Metrology,
Form Metrology, Gear Metrology,
Metrology for Optical Industry, Optical Metrology,
Shaft Metrology, Customer Specific Metrology,
Rotary Stroke Bearings,
Calibration Services (DAkKS/DKD)

- g) Incompatibility with measurement programs created by the customer, which may result from the update, cannot be completely excluded. The responsibility for this lies with the operator. Upon request, Mahr will be happy to offer support services for this separately.

3. Prices and payment

- a) The prices are flat net prices. Mahr reserves the right to adjust prices. In the event of a price change, the customer has an extraordinary right of termination.
- b) The calculation is made on an annual basis at the start of the signature.
- c) The invoice is payable net within 30 days.

4. Start and duration of the software maintenance agreement

The agreement comes into force when it is signed by both contracting parties and initially has a term of 24 months. If it is not canceled in writing by one of the two parties with a notice period of three months before the expiry of the agreement, it is tacitly extended by a further 12 months.

Changes to this agreement must be made in writing.

5. Termination

The software maintenance agreement ends automatically when the maintenance agreement ends, but can also be terminated separately with a notice period of 3 months before the end of the contract. In the event of a price change, the customer has an extraordinary immediate right of termination.

Customer	Mahr GmbH
(company stamp)	(company stamp)
Name:	Name:
Title/Function:	Title/Function: <i>ServiceCenter</i>
	<i>Goettingen,</i>
Location, date	Location, date Phone: +49 (551) 70 73 - 366

Mahr GmbH
 Carl-Mahr-Str. 1
 D - 37073 Göttingen
 Phone: +49 (0)551 7073-800
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 Robert Mikula, CFO / CIO
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