

Service description and general conditions for software maintenance

1. Subject of the contract

- 1.1 These general conditions for software maintenance are based exclusively on the services of Mahr GmbH (hereinafter MAHR) from the software maintenance agreement with the client. The conditions apply only to entrepreneurs, legal entities under public law and special funds under public law within the meaning of § 310 BGB.
- 1.2 Deviating or supplementary agreements - in particular conflicting purchasing conditions of the client - only apply if MAHR confirms them expressly and in writing, noting that the software maintenance agreement is changed or supplemented; this also applies if MAHR does not expressly contradict conflicting purchasing conditions in individual cases. The written form for changes and additions can only be waived on the basis of a written agreement.

2. Services

- 2.1 MAHR regularly revises the contract software supplied and provides the client with a revised software version within the framework of the software maintenance contract and the conditions agreed therein, and installs the latest version on the machine (s) under contract. The software update includes adjustments, improvements and / or further developments of the contract software.
- 2.2 MAHR continuously eliminates software errors that become known to MAHR. MAHR decides at its own discretion about the time, type and scope of the rectification of any software errors that have become known to MAHR.
- 2.3 Telephone advice and support is granted to the system manager of the client and / or his deputy to be designated by the client in accordance with section 3.1 of these conditions.
- 2.4 Telephone advice and support within the framework of the software maintenance agreement takes place exclusively on MAHR's business days from Monday to Thursday 8 a.m. to 5 p.m. and Friday 8 a.m. to 4 p.m. (statutory time); (Hotline - Telephone 0551-7073-306).
- 2.5 The client will notify MAHR of any software problems that cannot be solved by telephone advice and support by means of a written error message stating the relevant information.
- 2.6 MAHR provides the software maintenance owed under this agreement until the expiry of the software version's notice period (12 months after notification of the notice of termination). MAHR provides support services for earlier software versions only against a separate charge. However, MAHR is not obliged to provide such services.
- 2.7 Not included in the scope of the software maintenance contract:
- a) The expansion of the functional scope of the software in the sense of an additional sales option,

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- b) Elimination of individual program errors in the contract software at the client only in individual cases for the client,
- c) on-site system and application support.

2.8 At the request of the client, MAHR provides system and application support on site against a separate charge.

3. System manager

3.1 The client shall notify MAHR in writing within 4 weeks of the start of the contract as a contact person for software maintenance as a system manager and one or more deputies who have taken part in the training courses provided by MAHR for the contract software. The client shall immediately notify changes in the person of the contact person in writing.

3.2 The software installation may only be carried out by Mahr or a trained and authorized system administrator.

4. Error messages and troubleshooting

4.1 The parties agree that the software supplied by Mahr represents only a certain level of development of the data processing program and that its nature cannot be error-free.

4.2 Reported errors that are not negligible for the respective program are taken into account by MAHR when revising the programs; MAHR reserves the right to determine the time and manner of rectifying the fault. A program error in this sense only exists if the function of the program does not match the specifications of the documentation. An error must be writable and reproducible at any time.

4.3 If MAHR does not succeed in reproducing an error itself, MAHR can try to reproduce the error on site together with the client. The client will support MAHR in this. If a software problem reported by the client turns out to be an application problem or a software error caused by the client, MAHR is entitled to invoice the client for the effort.

5. General requirements for software maintenance

5.1 The client must at his own expense according to the information provided by MAHR

- a) provide a sufficiently configured computer hardware with an operating system approved for the contract software and
- b) have acquired the rights of use for the software from MAHR.

5.2 The client's right to software maintenance according to this agreement does not exist if the client himself or third parties have made changes to the software to be maintained or the

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measuring device including computers and peripheral devices, unless the client can prove that the changes relate to the software -No impact care services.

- 5.3 The client will provide MAHR with all the information that MAHR deems necessary for the software maintenance agreement to be duly fulfilled.
- 5.4 MAHR is entitled to have software maintenance carried out by third parties. The client agrees that his name, address and the data contained in the software maintenance agreement will be communicated to those MAHR uses to perform services to fulfill its obligations under this agreement.
- 5.5 The assignment of claims of the client from this agreement to third parties is excluded.

6. Rights to software and documentation

- 6.1 If the client acquires rights of use in accordance with the specification of services, MAHR grants the client a contract for the contractual software, including new software versions, the associated documentation and other documents, which MAHR provides under this agreement, for an unlimited period of time, not exclusive and not Transferable right of use solely for internal use for the respective computer of the measuring device or the computer of the network configuration for which the client has concluded this maintenance agreement with MAHR. All other rights to the contract software remain with MAHR.
- 6.2 The client may not make the contract software, new software versions, the associated documentation and other documents that he receives under this agreement accessible to third parties without the express prior written consent of MAHR.
- 6.3 The client is entitled to make a copy of the contract software and new software versions exclusively for backup and archive purposes, as a replacement or for troubleshooting. He is obliged to put the original ownership, copyright and other notes, markings and explanations on all copies, but at least the following copyright notice:

On the contract software:

"Copyright MAHR GmbH, Germany

All rights reserved. Reproduction of any kind is only permitted with the approval of MAHR."

- 6.4 The contract software is protected by copyright. The client is not permitted:
 - a) Modify, translate, reverse engineer, decompile or disassemble the software in whole or in part;
 - b) to create works derived from the software or to reproduce the written material;

- c) to copy or reproduce the software in whole or in part in its original or modified form mixed with other software or in a form included in other software. An exception to this is the making of copies of the data processing programs for the intended use and for data backup in accordance with Section 6.3.
- d) Change or remove labeling and copyright notices on the software and the data carrier.

7. Warranty

- 7.1 After a timely and justified complaint by the customer, MAHR will correct material defects in the data media supplied in the context of software maintenance and documents provided in writing at its own discretion by delivering defect-free goods or by reworking.
- 7.2 MAHR remedies defects in the contract software and subsequent software versions as part of the warranty at its own discretion by notifying (by phone or in writing) the system manager of the client to avoid or circumvent their effects or by sending a new software version.
- 7.3 The customer can only assert other and more extensive warranty claims, in particular claims for withdrawal or a reduction in remuneration, if MAHR has culpably failed to fulfill its warranty obligation even after a reasonable period of time set by the client under the threat of rejection or at least two attempts have failed.
- 7.4 The limitation period for warranty claims of the client is 12 months from delivery.
- 7.5 There is no warranty claim for consulting services and other services that do not consist in providing hardware or software.

8. Industrial property rights and copyrights

- 8.1 If a third party asserts claims based on violation of a German industrial property right or a German copyright law against the client because the client uses the contract software supplied by MAHR, a new software version or the associated documentation, MAHR is obliged to take any rights or judicial awards to the property right holder to pay the amounts of costs and damages granted with the prior written consent of MAHR. The prerequisite for this is that the client immediately informs MAHR in writing of such claims and that MAHR reserves the right to take all defense measures and out-of-court regulations. The client is obliged to support MAHR in the defense to the best of its ability. Under these conditions, MAHR will fundamentally give the client the right to continue using the software revision or documentation. If this is not possible under economically reasonable conditions, MAHR is obliged, at its own choice and at its own expense, to either change or replace the relevant item in such a way that the property right is not violated or to take back the item and reimburse the fee paid for it minus an amount taking into account the uses drawn.
- 8.2 MAHR do not assume any obligations if violations of property rights are caused by software versions or documentation supplied by MAHR not being used as intended or not being used on the specific measuring device, including peripheral devices.

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9. Liability

- 9.1 The liability of MAHR, for its employees and vicarious agents for compensation of damage for whatever legal reason - including fault at the conclusion of the contract, positive breaches of contract, delay, impossibility and unlawful act - is limited to cases, subject to the further restrictions in the following paragraphs to them
- a) the damage is attributable to intent or gross negligence or the lack of a guaranteed property, or
 - b) a major contractual obligation is slightly negligent, in which case liability is limited to the foreseeable damage and the amount is limited to EUR 100,000.00 for property damage, EUR 50,000.00 for financial loss and EUR 2 million for personal injury.
- 9.2 If the client is a registered trader, a legal entity under public law or a special fund under public law, any claims for damages are restricted in addition to the restrictions contained in paragraph 9.1 above in such a way that MAHR is not liable for indirect damage or consequential damage in the event of slight negligence Form of financial loss or loss of profit is liable. In the event of gross negligence, MAHR's liability for these types of damage is limited to EUR 100,000 / EUR 50,000.
- 9.3 MAHR shall only be liable for the loss or change of data caused by software defects, in accordance with the preceding paragraphs, if the client has saved this data in machine-readable form and at appropriate intervals and it is guaranteed that the data can be restored with reasonable effort can be.
- 9.4 MAHR's liability under the Product Liability Act for personal injury or property damage to privately used objects in the event of defects in the delivery item remains unaffected.

10. Compensation

- 10.1 The client pays a service fee for software maintenance, which is invoiced together with the maintenance and calibration expenses. This is calculated according to the price list for the contract software available at the client at the beginning of the contract year. If the care agreement is extended in accordance with Section 11.1, the amount of the remuneration for the following contract year is based on the price list valid at the time of the extension.
- 10.2 The remuneration, together with the expenses for maintenance and calibration, is payable without deduction within 30 days after receipt of the invoice.
- 10.3 The statutory value added tax is charged in addition (not applicable abroad).

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11. Period of Validity

- 11.1 The software maintenance agreement initially has a term of 24 months. If it is not terminated in writing by one of the two parties with a notice period of three months before the expiry of the agreement, then it is tacitly extended by a further 12 months.
- 11.2 In the event of a price change, the customer has the extraordinary right to terminate the agreement without notice.
- 11.3 The right to extraordinary termination for an important reason remains unaffected. An important reason is in particular any breach of contract that makes further adherence to the contract unacceptable for the other party. This includes any unauthorized use of the software.

12. Final provisions

- 12.1 The law of the Federal Republic of Germany applies exclusively to this agreement. The place of jurisdiction for all claims related to this agreement is exclusively Göttingen.
- 12.2 Should individual clauses of these general conditions for software maintenance be completely or partially invalid, this does not affect the effectiveness of the remaining clauses or the remaining parts of such clauses.

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