



## § 1

### Subject matter of the license

- (1) The subject matter of the license is the transfer of the Siemens Industry Software GmbH ("**SISW**") NX CAM standard software, as specified in more detail in the purchase order note or related products, by TRUMPF Laser- und Systemtechnik GmbH, Ditzingen, or another company of the TRUMPF Group ("**TRUMPF**" or "**licensor**") to the contractual partner ("**licensee**") in the version agreed in the purchase order note in the object code including documentation (referred to jointly as "**software**"). The software license agreement comes into effect on signature of the purchase order note by the licensee and the licensor.
- (2) These general software license conditions also apply to subsequent service releases (updates) and major releases (upgrades) which are transferred to the licensee, unless different arrangements are made on transfer of the subsequent version or expansion in question.
- (3) As documentation, the licensor supplies installation instructions and a help function which makes it possible to call up and print out explanations of the functionalities during operation of the software.
- (4) After the software license agreement has been concluded and payment completed, TRUMPF shall send the licensee a download link with which the licensee can download the software from a server on the Internet. On request and in exchange for separate payment, TRUMPF shall send the licensee the software on a data storage medium.
- (4) The software may contain technology from third parties, including open source software supplied with the software, or make it necessary for such to be used. For technology from third parties, the licensee shall receive a license either according to the conditions of this agreement or according to special license conditions as defined in the relevant documentation, readme files, information files or other similar documents or files ("**technology subject to third-party licenses**"). The rights of the licensee to use technology subject to third-party licenses are subject to these separate license conditions and are in no way restricted by this agreement. Provisions of this agreement which contradict a right which has mandatory applicability granted by a third-party license are not applicable. If an applicable third-party license requires TRUMPF to provide a source code contained in the technology subject to the third-party licenses, TRUMPF shall make this available in response to a written request, if necessary subject to payment for the costs of postage and handling. By way of clarification: third-party technology which is not technology subject to third-party licenses is regarded as part of the software for which a license is granted to the licensee according to the conditions of this agreement.
- (5) If the licensee wishes to use the IaaS or PaaS environment of a third party to host its software licenses and data, the licensee shall comply with the provisions of this section 5. The provider and the IaaS or PaaS environment shall require the prior written approval of TRUMPF. As soon as the approval has been granted, TRUMPF shall grant the licensee the permission and the license to install the software in the IaaS or PaaS environment of the provider, or to have it installed there, and to manage and operate the software as well as, in other respects, to exercise all the rights of the licensee under this agreement exclusively for the internal use of the licensee, subject to the following conditions: (i) the licensee does not conclude any contract with the provider by means of which the provider or other unauthorized third parties obtain access to the software, except for consulting services which are provided within the scope of normal business operations; (ii) the software must remain under the exclusive control of the licensee at all times; (iii) the licensee bears sole and ultimate responsibility for all actions and omissions on behalf of the provider and its employees with regard to the software, and hereby declares its agreement that any violations to this agreement occasioned by one of the aforementioned parties shall be regarded as its, i.e. the licensee's, responsibility; (iv) the licensee shall notify TRUMPF in writing if there is a change of control at the provider or if it is sold, transferred or if any other party becomes entitled to dispose of the assets of the provider with regard to the IaaS or PaaS environment. TRUMPF is entitled to terminate the right of the licensee to use the IaaS or PaaS environment of the provider if the party which takes over control is unacceptable to TRUMPF; (v) the licensee shall notify TRUMPF if the provider or other unauthorized third parties access(es), use(s) or copies/copy the licensee's licensed software copies or operate(s) them in any other way and the licensee becomes aware of this; this is subject to the precondition that such access, use, copying or other operation represents a violation of the provisions of this agreement. In addition to any other obligations on the licensee resulting from such a violation, the licensee shall immediately, and at its own expense, take all necessary steps to terminate such access, use, copying or other operation without delay and to return the situation to normality; and (vi) the licensee hereby declares its agreement that it shall indemnify, defend and hold TRUMPF and its associated companies harmless for any liability, losses, claims and expenses arising from actions on behalf of the provider, employees of the provider or other unauthorized third parties with regard to the software.

## § 2

### Grant of license and conditions

- (1) TRUMPF grants the licensee a non-exclusive, non-transferable and restricted license to install the software within the territory of the agreement and to allow employees of the licensee to access and use the executable form of the software. The description of the license type stated in the purchase order note and the other provisions of this agreement define the scope of the license permissions which TRUMPF grants to the licensee. The licensee does not purchase any rights of ownership over the software. All rights to the software and all relevant rights to patents, copyrights, company confidential information or other industrial property rights over the software are retained by TRUMPF or by the third party from which TRUMPF has purchased the right to license the software. TRUMPF retains the rights to the software which have not been expressly granted under the terms of this agreement.
- (2) The licensee gives the assurance that it only uses SISW software for which TRUMPF or another authorized sales partner has granted it a valid license. Any software that has not been purchased in the correct way from TRUMPF or its authorized sales partner is not authorized software as defined within this agreement. If the licensee downloads, installs and/or uses unauthorized software, TRUMPF shall be entitled to terminate this agreement. In addition, the licensee shall not be entitled to claim any refund or credit note as a result of a termination of this agreement or the termination of software licenses, maintenance activities, professional services or other products or services within this agreement. All payments which the licensee owes to TRUMPF for services provided up to the point when the termination comes into effect remain due and payable under the provisions of this agreement.
- (3) SISW reserves the right, with respect to TRUMPF and the licensee, to install a corresponding security mechanism in the software in order to monitor use of the software and to check whether the licensee is complying with the agreement. This security mechanism can save data relating to the software application and the number of copies of the software that have been made. The security



### § 3

#### Responsibilities on the licensee and prohibited actions

- (1) The licensee shall refrain from the following usages itself and shall also prevent others from acting in the same way: loaning, publishing and transferring the right of use (whether through sale, exchange, gift, by force of law or in other respects) to the software as a whole or in part to or on behalf of a third party, and/or the use of the software as a service bureau.
- (2) Unless it is expressly permitted under this agreement or unless an applicable law demands it, the licensee shall not be authorized without the prior written approval of TRUMPF to give, rent, loan, lease, sell, allocate sub-licenses or make any other transfer of the software to third parties as a whole or in part, including other rights which are granted to the licensee under this agreement.
- (3) The licensee is also prohibited from reverse engineering as well as translating back into other forms of code (decompiling). The same applies to the translation or disassembly of the software or other attempts to export the source code of the software. The prohibition on reverse engineering or modifications to the software shall not apply if the licensee is permitted to do so under an applicable law, i.e. among other things on the basis of the EU Directive on Software Interoperability or the promulgation thereof in the national law of the member states. If the licensee has purchased a valid license to use the SISW Knowledge Fusion product or an SISW Application Programming Interface (referred to jointly here as "APIs"), the licensee is allowed to use the APIs for the purpose of developing software exclusively for its in-house use in conjunction with the software. The licensee is not allowed to sell software developed through the use of APIs, unless the licensee is a member of the SISW Partner program and has been specifically authorized to do so. The licensee is not allowed to modify, change, adapt or merge the software in other regards.
- (4) If the licensee has purchased a license for Solid Edge, Femap, Preactor or Comos software, the software includes APIs. The licensee is authorized to use the APIs for developing software for its internal use and for resale to others under conditions which are at least as strict as the conditions contained in this agreement. The licensee accepts complete responsibility for software that it develops using the APIs. TRUMPF hereby declines any responsibility for such software.
- (5) Whenever a purchase order is made for software on the basis of this agreement, the licensee shall notify TRUMPF of the host computer name (host identifier) and – if requested by TRUMPF – other information about each workstation and/or server on which the license management part of the software is installed. This enables TRUMPF to create a license file with the objective of restricting end-user access to the software modules licensed in accordance with this agreement and the use of the software modules to the maximum number of licensed authorized users at any time.
- (6) In addition to its own responsibility for complying with the provisions of this agreement, the licensee shall also ensure that authorized parties comply with the provisions of this agreement. The licensee hereby declares its agreement to indemnify TRUMPF for any liability, losses, claims, costs and other expenditure that TRUMPF and/or its associated companies incur as a result of a violation of the provisions of these agreements by authorized representatives.

### § 4

#### Division of activities, installation, maintenance

- (1) The following activities, in particular, do not pertain to the subject matter of the software license agreement, unless different arrangements are made in the purchase order note:
  - a) Installation of the software at the licensee;

- b) Individual setting of variable parameters of the software according to the requirements of the licensee (customizing);
  - c) Individual program expansions for the licensee;
  - d) Adaptations to interfaces of the software according to the requirements of the licensee;
  - e) Instruction and training for program users of the licensee;
  - f) Maintenance of the software, especially supply of new, subsequent versions of the program version stated in the purchase order note.
- (2) In order to undertake the activities stated in section (1) on behalf of the licensee, it is necessary for special agreements to be concluded.
  - (3) With regard to installation of the software, the licensor refers to the installation instructions described in the application documentation, in particular to the hardware and software environment that must be in place at the licensee.
  - (4) Modification of system components at the licensee can have the effect of invalidating the software key and causing the software to be blocked. Subject to the precondition that the general system requirements applicable in that case have been complied with, TRUMPF shall send the licensee a new software key on request, by means of which the software can be reactivated. The licensee shall be responsible for the costs which arise.

### § 5

#### Passing on

- (1) The licensee is only allowed to pass on the software to a third party as a complete entity, thereby comprehensively and definitively surrendering its own use of the software as a whole. Temporary or partial transfer of use to third parties subject to payment is prohibited, irrespective of whether the software is transferred in a physical or non-physical form. The same applies to transfer not subject to payment.
- (2) Passing on the software requires the written approval from the licensor. As a rule, the licensor shall grant its approval if (i) the licensee submits a written assurance to the licensor that it has passed on all original copies of the software to the third party and has deleted all the copies that it made itself, and (ii) the third party gives a written undertaking towards the licensor of its agreement with the provisions of this software license agreement, in particular the conditions on use and passing on agreed therein. Any costs and expenditure which are incurred by TRUMPF in the license transfer shall be the responsibility of the licensee.
- (3) In the event that the software is rented, the licensee is not entitled to transfer the software to third parties without special permission from the licensor, and in particular is not allowed to sell or rent it.

### § 6

#### Payment, payment conditions

- (1) In exchange for the granting of rights of use to the software, the licensee owes the license payment stated in the purchase order note. Unless agreed otherwise, the payment takes the form of a one-time license fee.
- (2) The license payment is subject to VAT at the statutory rate.



- (3) The payment is due and payable within 14 days of receipt of the invoice.
- (4) The licensor retains all rights to the software until receipt of all due payments under the software license agreement.
- (5) It is not permitted for the licensor to offset counter-claims against the payment, unless the counter-claim is undisputed or legally established.

## **§ 7** Claims for defects

- (1) The licensor warrants that the software corresponds to the product description attached to the purchase order note. Technical data, specifications and performance figures in public statements, especially in publicity material, do not represent quality specifications.
- (2) If the software contains defects, the licensee is entitled to demand rectification of the defect by the licensor within an appropriate period of time. If the defect does not impair the functionality of the software, or only does so to an insignificant extent, the licensor shall be entitled – to the exclusion of further warranty rights – to rectify the defect by supplying a new program version or a further development of the software in the course of its general version planning.
- (3) Measures taken in the course of defect rectification may be provided via remote maintenance over the telephone, by e-mail or remote access at the licensor's choice. In order for the contractual fault rectification activities to be carried out, the licensee shall grant TRUMPF the necessary scope of access to its systems and the software installed thereon. This includes the possibility of accessing the software via remote maintenance (e.g. via VPN). The licensee is obliged to establish the necessary technical conditions for remote access when requested to do so by TRUMPF.
- (4) The licensor can refuse to carry out the corrective measures until the licensee has paid the agreed amount to the licensor, less a portion corresponding to the commercial significance of the defect which is the subject of complaint. Furthermore, the licensor is entitled to refuse to honor the warranty if the licensee has not given notification of the defects with a clearly comprehensible description of the fault symptoms in writing and, as far as possible, making available written records, screenshots and other documents which must be produced in order to clarify the defects without delay after they have been observed and/or if the licensee does not enable TRUMPF to have remote access according to section 3 above.
- (5) The licensee informs TRUMPF of a qualified employee to be the main point of contact who provides TRUMPF with appropriate support in the course of rectifying the defect, taking all decisions relating to the provision of services by TRUMPF or participatory activities by the licensee, or else ensuring that such decisions are taken without delay.
- (6) The licensor warrants that the software is not subject to the rights of third parties which would prevent use by the licensee according to the agreement.
- (7) In the event that defects of title exist, the licensor is entitled to choose whether it
  - a) shall take suitable measures to eliminate the rights of third parties or the assertion of the same which are impairing the contractual use of the software or
  - b) shall modify or replace the software in such a way that the external rights of third parties are no longer violated, if and to the extent that the warranted function of the software is not thereby impaired.

- (8) Warranty claims due to defects come into force on delivery of the first duplicated item of the software, including application documentation. This does not apply to warranty claims on the grounds of defects which only affect subsequent deliveries of duplicated items.
- (9) In the event that a claimed defect, after having undergone corresponding investigation, cannot be allocated to a defect liability obligation on behalf of the licensor (false defect), the licensee may be charged for the activities provided by the licensor in order to verify and rectify the fault, at the particular valid remuneration rates plus the expenses incurred, unless the licensee could not have detected the false defect even if it had exercised the appropriate level of care.
- (10) Warranty claims shall expire after one year.

## **§ 8** Liability

Unless regulated otherwise in this framework agreement, TRUMPF's liability shall be as follows:

- (1) TRUMPF bears unlimited liability for personal injury for which it is responsible, and in the event of damage to property for which it is responsible, it shall refund the expense incurred in restoring the damaged items up to at most an amount equivalent to the contractual value of the software license contract in question. In the event of damage to data storage medium material, the obligation to provide replacement shall not extend to the expense involved in recovery of lost data and information.
- (2) Further claims for damages and expenses are excluded, irrespective of their legal basis, and in particular due to the infringement of duties arising from the contractual relationship and from impermissible actions. This concerns in particular claims arising from consequential damage (including consequential damage due to defects) such as loss of profits, interruption in operations, loss of use, interest losses, losses of information and data or contractual claims of third parties.
- (3) The exclusion of and limitation on liability do not apply if liability is mandatory, e.g. according to the Product Liability Act, in cases of intent, gross negligence, due to injury to life, limb or health, because of having accepted the warranty for the composition of an item, due to fraudulent concealment of a defect or the infringement of significant contractual obligations. The claim for compensation in damages due to the violation of significant contractual obligations is however limited to foreseeable damage that is typical for such an agreement, unless the liability is occasioned by intent or gross negligence or is due to injury to life, limb or health.
- (4) The limitation period for claims for compensation in damages against TRUMPF is one (1) year, to the extent this is legally admissible, unless the damage was caused intentionally. The statutory regulations on the limitation period apply to claims for compensation in damages under the Product Liability Act.
- (5) The present liability regulations do not involve any change in the burden of proof to the detriment of the licensee.
- (6) To the extent that TRUMPF's liability is excluded or restricted, this also applies to its organs, employees and vicarious agents.
- (7) The licensee is obliged to inform TRUMPF without delay in writing of any damage which falls under the present liability provisions, or to have such an incident of damage recorded by TRUMPF so that TRUMPF will be informed at the earliest possible stage and can work with the licensee to minimize the damage.
- (8) The liability regulations from this § 8 take precedence over the liability regulations in the Specific Product Conditions, especially the Specific Product Conditions for trial licenses.



## § 9

### Excessive use, right of reexamination

The licensee shall keep documents available at all times which identify the software that is licensed specifically in the context of this agreement. The records shall localize and identify the location of each copy of the software as well as the work stations and servers on which the software is installed. During normal business hours, and following a reasonable period of prior notice, TRUMPF shall be entitled to conduct an examination to establish whether the licensee is complying with the conditions of this agreement. The licensee shall grant TRUMPF or its authorized representatives access to its facilities, its work stations and servers, and moreover shall cooperate in full with TRUMPF during this investigation. For this purpose, the licensee shall undertake all reasonable commercial activities to assist TRUMPF in precisely establishing compliance with the conditions of this agreement by the licensee. TRUMPF and its authorized representatives shall comply with the reasonable safety and security regulations of the licensee in the course of their actions while they are on the premises of the licensee.

## § 10

### Compliance with export regulations

- (1) The obligation on the licensor to discharge its responsibilities under this agreement is subject to the proviso that compliance is not obstructed by the national or international regulations of customs and export law, as well as embargoes and/or other sanctions.
- (2) The licensee hereby declares that it agrees to comply with all relevant national and international export and re-export control regulations, such as those of the Federal Republic of Germany, the European Union, the United States of America and other application regulations of other countries ("**export regulations**"). In particular, and without imposing restrictions on the aforementioned provisions, the licensee shall ensure that the software and derivations thereof are not (i) exported, re-exported (including "deemed export") or transferred directly or indirectly in violation of any application economic sanction or export regulations or (ii) used for a purpose prohibited by the export regulations or (iii) supplied to natural or legal persons who would not otherwise be entitled to purchase, license or use the software. TRUMPF reserves the right to undertake the necessary checks under export law. On request, the licensee shall present TRUMPF with the information required in order to comply with its legal obligations without delay. The licensee shall indemnify and hold TRUMPF harmless with regard to all claims, legal cases, prosecutions, penalty payments, losses, costs and damages occasioned by or in connection with failure to comply with export control obligations. The licensee undertakes to recompense TRUMPF for all damage and expenditure incurred in this regard.
- (3) § 10 shall continue to apply beyond the expiry or termination of these general software license conditions, irrespective for what reason.

## § 11

### Confidentiality and data protection

- (1) During the term of this agreement and thereafter, the licensee shall (i) treat all confidential information from TRUMPF as confidential; (ii) only use such confidential information from TRUMPF as expressly set out in this agreement; (iii) implement appropriate procedures in order to prevent the unauthorized use, publication, duplication, misuse or deletion of confidential information from TRUMPF; and (iv) not disclose the confidential information from TRUMPF to third parties with the exception of authorized users and authorized representatives. In addition, without the prior written authorization from TRUMPF, the licensee shall not make any copies of confidential information from TRUMPF. If the licensee fails to comply with any of its obligations arising from this agreement with regard to confidentiality or unauthorized use or disclosure of confidential information from TRUMPF, TRUMPF shall be entitled not only to seek any legal recourse at its disposal in

order to protect its interests, but also to apply for temporary legal protection and to seek an injunction. Under this agreement, "confidential information from TRUMPF" means all information and materials which TRUMPF discloses to the licensee, such as information about business strategies and practices, methods, business secrets, expertise, price structures, technology, software and documentation, product plans, services, TRUMPF customer lists and information about employees, customers, dealers, consultants and associated companies of TRUMPF. In the event that the licensee carries out benchmark tests or other tests on the software, including the contents or functions from our third-party licensor, or on hardware, the results shall be regarded as confidential information from TRUMPF and are not allowed to be published or made available to third parties in any other way.

- (2) Under this agreement, "confidential information of the licensee" refers to information relating to the business of the licensee which communicates this to TRUMPF in the course of this agreement and which was not publicly known, to the extent that such information was marked as confidential or otherwise identified at the time of its disclosure, or was composed of information providing sufficient context for TRUMPF to realize that it was of a confidential nature. TRUMPF prevents the publication and protects the confidentiality of confidential information of the licensee by using the same means which it also uses to protect its own confidential information, however in no case less than an appropriate mean. TRUMPF only discloses confidential information of the licensee without prior written permission from the licensee towards its employees, associated companies, consultants, representatives or subcontractors.
- (3) The confidential information from TRUMPF and the confidential information from the licensee are referred to jointly in this agreement as the "confidential information". The confidentiality obligations in this § 11 do not apply to confidential information which (i) is or becomes accessible to the general public, except if due to a disclosure by the party which receives the confidential information ("**receiving party**") in violation of this agreement; (ii) is notified to the receiving party by a source which is not the party that disclosed the confidential information ("**disclosing party**"), as long as the receiving party has no grounds for assuming that the source itself is subject to a confidentiality or non-disclosure agreement with the disclosing party or that it is prohibited otherwise from disclosing such confidential information as a result of statutory, contractual or trustee obligations; (iii) was in the possession of the receiving party before it received the information from the disclosing party without this representing a corresponding violation of confidentiality; (iv) was developed by the receiving party independently without the use of confidential information from the disclosing party; or (v) was obliged to be disclosed by the receiving party by a public authority or by force of law, providing the receiving party immediately notifies the disclosing party in writing about the demand for disclosure, providing such notification is legally admissible, and that the receiving party coordinates with the disclosing party on efforts to restrict the type and scope of this demanded disclosure.
- (4) The licensee warrants that it shall follow all applicable data protection laws and that it has obtained all permits required according to the law in force relating to personal data which the licensee transmits to TRUMPF or makes available to TRUMPF for processing as part of the software maintenance services according to this agreement. The licensee shall compensate TRUMPF for all costs, claims, liability and demands to which TRUMPF is exposed in the context of a violation of this warranty.
- (5) § 11 shall continue to apply beyond the expiry or termination of these general software license conditions, irrespective for what reason.

## § 12

### Concluding provisions

- (1) If one or more of the provisions of these general software license conditions is or proves to be ineffective, or if loopholes are or become apparent in these general software license conditions, the effectiveness of the other provisions shall be unaffected. In such an eventuality, the parties to the agreement undertake to work towards an effective arrangement which comes as close as possible to the



void or omitted agreement in commercial terms, had the parties to the contract realized that it was void or omitted.

- (2) No ancillary agreements have been reached with regard to these general software license conditions. Changes and additions to these general software license conditions shall require the written form. This requirement for the written form can only be dispensed with by written agreement.
- (3) These general software license conditions and all obligations which arise from them are subject to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on the International Sale of Goods.
- (4) The sole place of jurisdiction for all legal disputes arising from or in connection with these general software license conditions is the domicile of the licensor. However, the licensor is also entitled to lodge a claim at the general base of jurisdiction of the licensee.

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