

TRUMPF Terms and Conditions for Machine Software Updates

[of] TRUMPF Werkzeugmaschinen SE + Co. KG, Johann-Maus-Str.2, 71254 Ditzingen

1. Scope

From time to time, TRUMPF provides machine software updates relating to the IT security or functionality of your TRUMPF product. By installing machine software updates, you agree to these TRUMPF Terms and Conditions for Machine Software Updates (the "Terms"). Your rights and obligations from other agreements with TRUMPF remain unaffected.

2. Right of use

TRUMPF hereby grants you the right to use the machine software update to the same extent as regulated in the contract with TRUMPF for the purchase of your TRUMPF product. In the absence of such regulations, section IX (General Provisions for Software) of the TRUMPF General Terms and Conditions of Delivery and Service shall apply, which can be viewed at the URL <https://www.trumpf.com/?id=1386> and which TRUMPF will provide to you as a printed copy upon request.

The machine software update may contain or require the use of third-party technology, including open source software, which is supplied with the machine software update. Third-party technology may be subject to different terms of use, which TRUMPF will provide on request. For third-party technology, you are granted rights of use either under these terms and conditions or under separate license terms set forth in the applicable documentation, "readme" files, instruction files or other documents or files ("OSS License Terms"). In the event that your rights to use the machine software update or parts thereof are subject to OSS license terms, these rights are in no way restricted by these TRUMPF Terms and Conditions for Machine Software Updates. If applicable OSS license conditions require the provision of the source code, TRUMPF shall make it available upon written request, if necessary subject to payment of the shipping and handling costs.

3. Warranty, liability

TRUMPF does not guarantee that the machine software update is free of defects. If difficulties occur when installing or using the machine software update, TRUMPF Service will provide you with appropriate troubleshooting support. To prevent data loss, TRUMPF recommends backing up data before installing the machine software update. TRUMPF accepts no liability for damage arising from or in connection with the installation or use of the machine software update. This exclusion of liability shall

not apply in the event of intent or gross negligence on the part of TRUMPF and in the event of liability under the Product Liability Act. Sections 523, 524 BGB remain unaffected.

4. Final provisions

1. The law of the Federal Republic of Germany shall apply exclusively, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

2. The place of jurisdiction for all disputes between the parties is Stuttgart.

3. Amendments and/or addendums to this Contract and all further agreements related to the object of the Contract must be made in writing. This obligation can only be changed in writing. This also applies in particular to a waiver of the written form requirement. Facsimile signatures (e.g., scanned copy, fax) and electronic signatures provided via a recognized signature service (e.g. DocuSign) satisfy the written form requirement. Statements made by email or other means of telecommunication do not satisfy the written form requirement.

4. If one or more of the provisions of this Agreement should be or become invalid, this shall not affect the validity of the other provisions. In this case, the parties undertake to agree on a new, legally effective provision that comes as close as possible to the business-related purpose of the invalid provision.