General Conditions for Software Licensing

1.   Validity

The conditions below are valid for the licensing of software products by TRUMPF Werkzeugmaschinen GmbH + Co. KG (TRUMPF) to authorized users specified as such on a software license issued by TRUMPF.

2.   Object of Licensing

Object of Licensing is the TRUMPF software (hereinafter referred to as licensed software) indicated in the software license document.
TRUMPF and the customer mutually agree that the software is protected by copyright. In addition to the copyright, the software constitutes special technical know-how which is to be treated confidentially in dealings with third parties. Object of the license issued in the license document is always the software version supplied to the customer and indicated in the license document. These regulations also apply to subsequent updates.

3.   Scope of the License

3.1   The customer is entitled to use the software indicated in the software license document for the purpose of his business operations, in accordance with the software license document and with these general conditions for software licensing.

3.2   No time limit applies to the validity of the license. TRUMPF, however, is entitled to prohibit the future use of the licensed software if the customer fails to desist from infringing on the licensing conditions despite prior notice in writing; this does not apply in cases of infringement for reasons beyond the customer's or any vicarious agents' liability.

3.3   Unless otherwise indicated in the license document, the customer is entitled to use the licensed software only on one computer. The simultaneous use on more than one computer requires the purchase of additional licenses or of a copy license. The above provisions regarding the scope of the license shall apply accordingly to new versions of the licensed software.

3.4   The customer is entitled to duplicate the licensed software in a machine-readable form if this is required for its stipulated use. In particular, he is entitled to make backup copies required to ensure future use of the software as provided in the contract.

3.5   The customer is not allowed to modify the licensed software for his own purposes or for the purposes of others or to allow access to it by third parties. "Third party" does not include the customer's employees and such persons that are assisting him to utilize the licensed software in accordance with the agreement.

3.6   The customer is not entitled to authorize any third party to use the licensed software.

3.7   The software specified in the license certificate includes software components from third parties. The customer is not authorized to extract software components from the software specified in said license certificate. Use of the software specified in the license certificate is permitted only in compliance with the provisions of the license certificate and these General Terms and Conditions.

4.   License Fees

The license fees will be fixed in a separate agreement, in accordance with currently valid rates.

5.   Data Carriers, Documentation

5.1   With the license, the customer acquires the right to obtain from TRUMPF, by separate order, a data carrier containing the licensed software in a machine-readable form as well as complete program documentation in an edition valid at the time at which the license document is issued by TRUMPF. Data carriers and documentation are to be paid separately.

5.2   The data carrier and the documentation remain the property of TRUMPF.

5.3   The customer shall not allow any third parties access to the licensed material (data carriers, documentation). Employees of the customer and other persons assisting in the utilization of the licensed software in accordance with the contract are not regarded as third parties.

5.4   If TRUMPF has prohibited the customer from making further use of the licensed software, the customer shall be obliged to return to TRUMPF the licensed material which remains the property of TRUMPF. The licensed software stored on the customer's computers must be erased.

6. Liability for defects

6.1 TRUMPF warrants that the licensed software conforms to the specifications listed by TRUMPF in the respective program documentation and that the software was created with utmost care and expertise. However, at the present state of technical development, it is not possible to exclude software errors entirely.

6.2 If the licensed software deviates considerably from the valid software product description, the customer is entitled to claim remedy. Rights to rescission or redhibition are excluded, unless TRUMPF has withheld remedy, in spite of prior notice remained due, or the remedy has repeatedly shown no effect.

6.3 **TRUMPF, however, disclaims all warranty**

   a) **if the customer's hardware and software do not meet the minimum requirements stipulated in the software license.**

   b) **if the licensed software, without the express consent of TRUMPF, which TRUMPF may refuse only for technically justified reasons, is installed on hardware systems other than that specified in the software license or**

   c) **if, on the self-same hardware containing the licensed software, the customer has installed software other than that known to TRUMPF at the time the software license was issued, and TRUMPF proves that this software causes errors in the application of the licensed software, or**

   d) **if the customer has made changes to the licensed software without the express prior consent of TRUMPF.**

6.4 Further claims for damages, especially claims for compensation of damages not incurred on the licensed software itself are excluded, regardless of the legal grounds involved. This does not apply if TRUMPF has fraudulently concealed a lack of title or defect of quality or has assumed warranty for the condition of the article, if the damage is due to intent or gross negligence on the part of TRUMPF, its legal agents or vicarious agents or a culpable breach of duty through TRUMPF has led to physical injuries or damage to health. In the case of simple negligence, the duty of replacement is limited to the contract-typical damages.

6.5 Statute of limitations:
All warranty claims, including claims for compensation, shall become statute-barred within 12 months after delivery of the licensed software.

7. Annotations

7.1 Deviations from the above stipulations must be documented in writing in order to take effect. All deviations shall be null and void unless given in writing.

7.2 Place of jurisdiction for all claims resulting from the license is the domicile of TRUMPF. Should the customer be a full merchant, Stuttgart shall serve as the sole place of jurisdiction.

09/07

TRUMPF Werkzeugmaschinen GmbH + Co. KG

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