Terms and Conditions for the Provision of Digitalization Products and Associated Services of the DMG MORI Group via License Model
Last updated 03/2023

You have commissioned us, an affiliate of DMG MORI AKTIENGESELLSCHAFT, Bielefeld, to supply a software solution. The DMG MORI Group is a full-service provider that not only manufactures and sells machine tools, but also offers holistic technical solutions on that basis. This includes software solutions on an industrial scale.

We market our software solutions either digitally, via the online platform of DMG MORI STORE, or via our DMG MORI internal sales organization, which involves the work of the Area Sales Managers (ASMs) and/or Digital Sales Managers (DSMs) responsible for you.

If you obtained the software solution via our online platform DMG MORI STORE, the details relating to entry into the agreement are described in Part (B) below. In the course of entering into the agreement, all relevant documents were pointed out to you or transmitted to you after the fact in the course of the order confirmation. The scope of goods and services owed by us arises from the contract documents for your chosen software solution and, in particular, from the underlying performance specifications, which are provided to you in the course of entering into the agreement along with the user documentation. As a general rule, we transmit the user documentation to you in the course of transmitting the order confirmation.

If you obtain the software solution via our DMG MORI internal sales organization, the documents mentioned in the foregoing paragraph are provided to you by the ASM or DSM when the agreement is entered into or transmitted to you by mail or electronically.

We will provide you with the software solution permanently in exchange for payment of a one-time fee (known as a license model). If you have also commissioned ongoing maintenance services in addition to the license model, the provisions of Part (E) apply in this regard. Depending on the scope of your order, we provide training, implementation, and parametrization services (Part (F)) and, where applicable, supply hardware as well.

We provide our goods and services exclusively on the basis of these Terms and Conditions. We reserve the right to update these Terms and Conditions at regular intervals. The updated version of these Terms and Conditions will be provided to you at the appropriate time, unsolicited, for the purpose of declaring your consent.

DMG MORI
DIGITAL

Outline

(A)   General provisions

(1)   You have entered into an agreement with us on the provision of a software product for machine tools (hereinafter "**Software**") (the "**Agreement**"). The Agreement takes place through the provision of the Software in the license model. In addition to providing the Software, we also offer further associated services and work, such as implementation, parametrization, training, and maintenance, as well as provision of hardware.

(2)   Our exact delivery and performance obligations, meaning the scope of goods and services, are geared exclusively toward the performance specifications that are operative for the Software. Where these Terms and Conditions contain provisions below that are not congruent with the agreed scope of goods and services, the provisions in question are not relevant to the Agreement.

(3)   Agreements that use the license model are characterized by the fact that the Software is provided permanently in exchange for payment of a one-time fee.

(4)   If additional maintenance services are commissioned beyond the license model, Part (E) applies. Depending on the scope of your order, we provide training, implementation, and parametrization services; Part (F) applies to these.

(5)   Parts (A) through (D) and (G) through (K) apply in all cases.

(6)   In addition to the provision of the Software, the relevant user documentation is part of the goods and services to be provided by us. It contains the technical performance specifications. The scope of the user documentation is stated in the course of entering into the Agreement.

(7)   In addition to the agreed scope of goods and services, the Agreement is subject exclusively to these Terms and Conditions unless otherwise agreed. To the extent that the user documentation sets out further concrete details for our scope of goods and services (e.g., in service level agreements) and these further concrete details conflict with individual provisions of these Terms and Conditions, the provisions of the user documentation take precedence over these Terms and Conditions. Other contractual terms and conditions do not become part of the content of the Agreement, even if we have not expressly objected thereto.

(8)   These Terms and Conditions apply toward

- any person or legal entity who or which, when entering into the Agreement, acts in exercise of his or its trade, business or profession (entrepreneur);
- legal entities under public law or public-law special funds.

(B)   Entry into the Agreement; billing

(1)   To the extent that you have agreed on the details of entering into the Agreement with the ASM or DSM responsible for you, entry into the Agreement typically takes place through an order confirmation to be transmitted by us. This order confirmation is also included with the user documentation.

(2)   To the extent that entry into the Agreement takes place in electronic form via the DMG MORI STORE ("**DMG MORI STORE**" or "**Online-Platform**"), the sections set out below apply. The DMG MORI STORE is operated by DMG MORI Digital GmbH, Gildemeister-straße 60, 33689 Bielefeld ("**DMG MORI DIGITAL**").

(3)   You are what is known as a participant of the DMG MORI STORE and have, in this regard, set up a user account on the Online-Platform in the course of registering. The relationship between you as a participant and DMG MORI DIGITAL is geared solely toward the separate contractual relationship between you and DMG MORI DIGITAL, with reference to the DMG MORI Platform Terms and Conditions ("**Platform Terms and Conditions**").

(4)   You have set up a user account via the DMG MORI STORE. You will state your company information, value-added tax (VAT) ID number, billing details, and the name of the contact person in the user account. The details are geared toward the Platform Terms and Conditions. Furthermore, you will select the Software via the DMG MORI STORE. Within the scope of the license model, the amount of the remuneration hereof is also stated (all of the information specified in Sec. (4), hereinafter referred to merely as "**Agreement Information**").

(5)

(6)   In the course of issuing your offer, it is possible to access and read through these Terms and Conditions and to store them in a commonly used file format. We are also happy to send you the Terms and Conditions separately at your request.

(7)   DMG MORI DIGITAL is obligated to comply with the applicable EU General Data Protection Regulation (Regulation (EU) No 2016/697 of the European Parliament and of the Council of 27 April 2016, hereinafter "**GDPR**") as well as the Federal Data Protection Act (*Bundesdatenschutzgesetz*). In the course of stating the Agreement Information, you will be provided with the DMG MORI data protection and privacy policy, which meets the requirements of the GDPR and the Federal Data Protection Act. This data protection and privacy policy can also be accessed on an ongoing basis via the relevant tab of the Online-Platform. Our own data protection and privacy policy is also stored on the Online-Platform.

(C) Scope of services

(1) The factor determining the scope, nature, and quality of our scope of goods and services for the relevant Software is the performance specifications provided within the scope of the Agreement in this regard. Other information or requirements will not become elements of the Agreement unless we have agreed on this separately or have confirmed the information and requirements separately. This also applies to subsequent changes in the scope of services.

(2) Product specifications, visualizations, trial programs, etc., are performance specifications, but do not constitute warranties. A warranty requires a written declaration on our part.

(3) You will receive the Software and the user documentation therefor. You have no claim to provision of source code.

(4) We will perform our services in accordance with the then generally acknowledged state of the art. We will take into account general process descriptions, industry standards, and any specific provisions, methods, and application practices that may apply on your part.

(5) We are entitled to commission subcontractors for the purpose of fulfilling our performance obligations.

(6) To the extent that our scope of goods and services includes provision of hardware, the performance obligations in this regard will also be geared toward the performance specifications. Any hardware supplied is subject to retention of title.

(D) License model
I. Provision of software
II. Granting of rights
III. Warranty

(D)   License model

I.
Provision of software

We provide you permanently with Software in exchange for the one-time fee agreed in the Agreement in this regard (the "**License Fee**") in accordance with the provisions of this Part (D).

II.
Granting of rights

(1)   The Software is only permitted to be used simultaneously, at a maximum, by the number of natural persons that matches the number of licenses you have purchased. The number of licenses is determined according to the contract documents.

(2)   Upon delivery of the Software, you receive a non-exclusive right, unlimited in term, to use the Software. Before payment in full of the fee attributable to the provision of the Software, all data storage media and the documentation provided are subject to retention of title. The number of licenses is determined according to the Agreement. You are not entitled to rent out the Software or otherwise sub-license it, to communicate it to the public or make it available to the public on either a wired or wireless basis, or to provide it to third parties either non-gratuitously or gratuitously, e.g., by way of application service providing or as software as a service.

(3)   You are not permitted to decompile or reproduce the Software except to the extent provided by law.

(4)   You are not entitled to provide the copy of the Software you have purchased to third parties permanently along with the associated documentation except with our consent.

(5)   If you use the Software in a scope that exceeds the rights of use you have acquired either qualitatively (with regard to the nature of the permitted use) or quantitatively (with regard to the number of licenses obtained), you will acquire the rights of use necessary for the permitted use thereof without delay.

(6)   Copyright notices, serial numbers, and other features serving to identify the program must not be removed from the Software or modified.

(D) License model
I. Provision of software
II. Granting of rights
III. Warranty

III.
Warranty

(1)   We warrant the agreed specific quality of the Software and that you can use the Software without infringing the rights of third parties. The details in this regard are contained in the Agreement and, in particular, in the user documentation. The warranty for material defects does not apply to defects that are based on the Software being used in a hardware and software environment that does not meet the requirements mentioned in the user documentation or on changes and modifications you have made in the Software without being entitled to do so by law, based on the Agreement, or based on prior written consent.

(2)   In the event of a material defect, we are initially entitled to effect a cure, meaning, at our own discretion, to remedy the defect ("**Cure**") or supply a replacement ("**Replacement**"). Within the scope of the Replacement, you will, where applicable, take delivery of a new version of the Software unless this leads to unreasonable adverse effects. In the case of legal defects, we will, at our own discretion, either procure for you a legally unobjectionable possibility of using the Software or amend the Software in such a way that third-party rights are no longer infringed.

(3)   We are entitled to perform under the warranty on your premises. We are also deemed to be meeting our duty to effect a Cure by providing updates equipped with an automatic installation routine on our website for downloading and offering you phone support to solve any installation issues that may arise.

(4)   Nothing herein shall affect your right to reduce the payment or rescind the Agreement, at your discretion, in the event that a Cure or Replacement fails two times. There is no right of rescission in the case of minor defects. Damages or compensation for expenditures incurred in vain are geared exclusively toward Part (G).

(5)   With the exception of claims for damages, warranty claims based on material defects lapse in 12 months from the date of provision of the Software. If we have agreed on software maintenance, the time limit for remedying defects is geared toward the times stipulated in Part (E) II below.

(E)   Maintenance model (only when commissioned additionally)

I.
Scope of services

(1)   The subject matter of the maintenance of the Software is the performance of the maintenance services depicted below for the Software in exchange for payment of the agreed service fee. The service fee and due dates therefor will be agreed separately. The maintenance services to be performed by us include such services as are necessary to maintain and restore the operational readiness of the Software, such as software updates to the extent that updates are possible ("**Maintenance Services**").

(2)   Details are as set down in the user documentation.

II.
Troubleshooting

(1)   We will resolve errors in the Software that arise during the agreed term of maintenance thereof subject to the provisions that follow.

(2)   The goal of troubleshooting is to establish or maintain the agreed functionality of the Software. An error is deemed to exist accordingly if the Software does not have the agreed functions and this has more than merely minor effects.

(3)   Errors arising in the Software must be placed within the categories detailed below and processed according to the provisions set forth herein. We will keep you informed of the status and outcome of processing.

- Error class 1 (critical operational errors):

  The error prevents the operation of the Software at your end; there is no workaround.

- Error class 2 (significant operational errors):

  The error impedes the operation of the Software at your end to a significant degree, but use thereof is possible via workarounds or with temporarily acceptable restrictions or inconveniences.

- Error class 3 (other errors):

  Other errors that do not adversely affect the use of the system or do so to a merely minor degree. Simultaneous occurrence of multiple such errors can lead to a significant or critical operational error.

(4)   Classification of the errors in the various categories is performed by us, at our reasonably exercised discretion and upon reasonable consideration of (i) the effects of the error in question on your business operations; and (ii) your interests.

(5)   We will respond to your report of an error within the following time limits ("**Response Time**") from the time of the report, but within the customary working hours (on this point, see Sec. (10) below):

- in the case of critical operational errors: within four hours

- in the case of significant operational errors: within eight hours; and

- in the case of other errors: within one week.

(6)   We will resolve the errors within a period specified by us during the Response Time. For errors to be resolved, we must have been given the opportunity to analyze and find the root cause of the error in detail.

(7)   If it is foreseeable that a critical or significant operational error cannot be resolved within the relevant specified period after all, we will provide an interim solution ("**Workaround**") within the relevant specified period if possible. Providing the Workaround does not release us from the obligation to resolve the error.

(8)   If there are multiple errors at the same time, we are entitled to prioritize the resolution of errors according to our own discretion.

(9)   We are entitled to perform the Maintenance Services by way of remote maintenance or remote diagnosis provided that this does not represent any disadvantage for you, and particularly that so doing does not exceed the timeline for providing the relevant Maintenance Services on site, there are no IT security risks, and the technical prerequisites are met at your end. To the extent that it is necessary for us to perform Maintenance Services on site on your premises, the Maintenance Services shall be performed at the daily rates applicable at that time. The then-applicable daily rates can be requested from us at any time.

(1)   Software errors must be reported to our help desk by e-mail in principle. Each such report must describe the error (particularly the conditions under which it occurs and the symptoms and effects thereof) as accurately and in as much detail as possible. To the extent possible and reasonable, you are obligated to provide the log files. It may be necessary to access your data for troubleshooting and further error analysis purposes. If this should become necessary, we will obtain your explicit consent thereto. Provisions that may deviate herefrom may be contained in the user documentation, particularly in service level agreements concerning the relevant Software.

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III.
Service times

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(1)   We will perform the Maintenance Services within the following service times:

- Monday through Friday, 9:00 a.m. to 5:00 p.m. (not including legal holidays; "legal holidays" means those observed in the place where the other party to the contract with you has its registered office)

- The response and resolution times applicable pursuant to Part (E) II will not be provided outside the service times.

(2)   If performing a Maintenance Service objectively cannot be postponed, we will perform it even outside the service times ("**Extended Service Times**"). We are entitled to charge an additional fee for services performed during Extended Service Times. This additional fee arises from the price list applicable at the time when the service is performed during

(E) Maintenance model (only when commissioned additionally)
I. Scope of services
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V. Obligations of cooperation
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VII. Term; termination

the Extended Service Times. This price list will be provided to you upon request before the service is performed.

IV.
Other troubleshooting and adjustment services; consulting

(1) At your request and based on a separate order, we will perform other troubleshooting and adjustment services, particularly:

- for changes in the Software that are not the subject of the Maintenance Services, particularly adjustments to reflect new products and services and to changed operational procedures on your side;

- adjusting the Software in a changed hardware and/or software environment, including new program versions (e.g., new releases, updates/upgrades) of third-party software used in the system;

- eliminating malfunctions and errors arising from customer-specific adjustments that have occurred due to improper operation of the Software by you or due to force majeure, third-party interference, or other effects not caused by us;

- other adjustments, additions, and extensions concerning the Software, at your request; and

- consulting services.

(2) We will agree in writing with each other on the implementation of the troubleshooting and adjustment services and on consulting in accordance with this Part (E) IV. This will also include adjustments in remuneration, where applicable.

V.
Obligations of cooperation

(1) Software errors must be reported in at least text form in principle. Each such report must describe the error (particularly the conditions under which it occurs and the symptoms and effects thereof) accurately and in detail and must include a suggestion for classifying the error in a category according to Part (E) II. You are moreover obligated to provide us, at no charge, with data needed to remedy errors and to ensure that the defect is reproducible. This also includes transmitting log files if this is reasonable and possible

(E) Maintenance model (only when commissioned additionally)
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for you.

(2) You will grant us on site, during your regular business hours and to the extent necessary, access to the premises and to the hardware and software necessary to perform the service and provide the necessary technical systems and equipment. To the extent required by the urgency of the relevant Maintenance Services, access shall be granted even outside regular business hours. We will take care to ensure that our activities on-site disrupt business operations as little as possible.

(3) You will designate a qualified employee who is available to us as a point of contact and is authorized to make the decisions necessary to the performance of the Maintenance Service.

VI.
Material defects and legal defects

(1) We warrant that the Maintenance Services are free of defects and rights of third parties.

(2) To the extent that the Maintenance Services are performed defectively, we will re-perform the Maintenance Service in question until such time as it has been performed in accordance with the terms.

(3) Should the Maintenance Services infringe industrial property rights of third parties, we will notify you in writing without delay and provide the information necessary to defend against the third-party claims, along with other reasonable forms of support.

(4) We will, at our own expense and at our discretion, either obtain the necessary rights of use or modify the Maintenance Services such that they no longer infringe third-party industrial property rights, but continue to comply with our agreements. In the latter case, we will perform all conversions, shifts, adjustments of documentation, training activities, etc., necessary to this end. If we are unable to ensure the necessary rights of use or to modify the Maintenance Services accordingly, you are entitled to terminate the software maintenance with immediate effect. Nothing herein shall affect your right to assert claims for damages in excess thereof.

(5) In the event of infringement of third-party industrial property rights, we will indemnify you and hold you harmless from and against all claims and claims for damages resulting therefrom and from and against the costs of legal defense in a reasonable amount in exchange for proof thereof, if and insofar as we ourselves are liable in relation to you. The obligation of indemnification is subject to the prerequisite that you do not enter into

(E) Maintenance model (only when commissioned additionally)
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a settlement regarding the claims asserted by the third party or acknowledge these claims except with our prior written consent nor do you assign the indemnification claim set down herein.

VII.
Term; termination

(1)   The software maintenance has a base term of 12 months. The right of ordinary termination is ruled out during the base term. The term is extended by a further 12 months in each case if the software maintenance is not terminated with three months' notice, effective as of the end of the base term or of the extended term, as the case may be. In the event that the term is automatically extended, the software maintenance can be terminated by way of ordinary termination upon three months' notice, effective as of the end of the relevant term.

(2)   Nothing herein shall affect the right of both Parties to terminate the Agreement by way of extraordinary termination for good cause. Good cause is deemed to exist in particular if

- insolvency proceedings concerning our or your assets are initiated or a request for the initiation of such proceedings is denied for lack of sufficient assets, or if the Agreement is terminated by way of rescission or challenge or otherwise; or

- advances in technology render the performance of the Maintenance Services for the Software impossible.

(3)   Notice of termination must be given in written form.

(F) Training, implementation, and parametrization services
I. Content and scope of services; timeline and process
II. Obligations of cooperation
III. Detailed concept
IV. Formal acceptance
V. Initial and further training

(F)   Training, implementation, and parametrization services

I.
Content and scope of services; timeline and process

(1)   The content and scope of, and the overall conditions that apply to, the training, implementation, and parametrization services owed by us arise exclusively from the performance specifications and these Terms and Conditions. Amendments and addenda to the content and/or scope of the services are exclusively the subject of change requests (see Sec. (3) below). Amendments and addenda are deemed to have been validly agreed only if they are made in writing.

(2)   We will jointly agree on a timeline and process for the services owed.

(3)   You can propose amendments and addenda to the content or scope of the services owed by us at any time. The proposal must include at least the following information:

- the relevant specifications of the changes or additions;

- the reasons, from a subject-specific and technical perspective;

- the expected effects on the timeline and process; and

- an estimate of the time, effort, and expense required, including those that have been incurred and will later be incurred to review the change and addition proposal and to carry out the change request process.

(4)   We are entitled to decline to make the changes or additions if they are either impossible to execute in technical terms or are associated with disproportionate time, effort, and/or expense that would be unreasonable for us.

(5)   If a review of the possibilities for making changes and additions and the actual execution of the changes and additions, if any, affect the contractual service structure (particularly the remuneration, time limits, details of formal acceptance, etc.), we will adjust the relevant agreement in writing with you without delay. Minor effects will be left outside consideration. With regard to the additional expenses we incur by realizing the change or addition proposal and carrying out the change and addition process, we have a claim to

(F) Training, implementation, and parametrization services
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additional remuneration according to time and effort in accordance with separate agreements.

II.
Obligations of cooperation

(1)   You agree to work closely and efficiently with us during every phase. This also includes ensuring suitable personnel, organizational, subject-specific, and technical measures on your part, and particularly also includes preparing the detailed concept in accordance with Part (F) III (3) below.

(2)   You are obligated to back up your data stock regularly with the due diligence of a proper business entity. In particular, you will perform a full data backup of all system and application data immediately upon every installation and/or other intervention by us or by third parties commissioned by us. The data backups must be kept in such a way that the backed-up data can be restored at any time.

(3)   You are required to procure for us the right to use and access third-party systems to the extent that this is necessary in order to be able to perform the services owed.

(4)   We will agree in the timeline and process on whether time limits and dates should be viewed as binding or non-binding. If we do not set out any provisions on this, time limits and/or dates are non-binding. Beyond that, all of our services are subject to the proviso that we receive correct and timely supplies ourselves and that you fulfill your obligations and perform the cooperative actions required of you.

III.
Detailed concept

(1)   During the planning phase, we will prepare a set of specifications pertaining to your requirements ("**Detailed Concept**"). The Detailed Concept shall be coordinated by both of us as a sign of mutual agreement.

(2)   The final written version of the Detailed Concept serves as the binding basis for provision of the Software by us; it supersedes all previous versions.

(3)   We will, on the basis of the Detailed Concept and in accordance with the state of the art, prepare functional Software for the intended fields of application or adjust the existing

(F) Training, implementation, and parametrization services
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Software, as the case may be.

IV.
Formal acceptance

(1) Our services must be accepted in formal terms. Some services, particularly consulting and support services, are not subject to formal acceptance as such unless the need for formal acceptance thereof has been expressly specified. Formal acceptance shall take place either through us or through a subcontractor who has been authorized and empowered accordingly.

(2) Formal acceptance shall take place subject to the following provisions:

- We will notify you in writing when the relevant services or sub-services are ready for formal acceptance.

- Without delay, and in any event within a period of seven days from receipt of the notice, we will perform a formal acceptance review in accordance with the agreed formal acceptance and review plan.

- Once the formal acceptance review has been performed successfully, you will declare formal acceptance in writing without delay. The formal acceptance review is deemed to have been performed successfully if the service or sub-service fulfills the requirements agreed between us on all major points.

- You are obligated to notify us in writing without delay if you become aware of any deviations from the agreed requirements during the formal acceptance review.

- The provisions of Part (E) II apply accordingly to the errors to be resolved during the formal acceptance process.

- At the end of the formal acceptance review, we will prepare a written record; this record must be signed by both of us. The record must describe the errors identified, broken down according to error classes, and must state the reasons for any denial of formal acceptance.

- If formal acceptance fails, we will remedy the defects standing in the way of formal acceptance within 14 days and provide the services for formal acceptance again. If formal acceptance then fails another time, you are entitled to rescind the contract.

(F) Training, implementation, and parametrization services
I. Content and scope of services; timeline and process
II. Obligations of cooperation
III. Detailed concept
IV. Formal acceptance
V. Initial and further training

(3) If you do not declare formal acceptance without delay, we are permitted to set, in writing, a time limit of one week for you to issue this declaration. Formal acceptance is deemed to have taken place if you do not specify the reasons for denying formal acceptance in writing within this time limit.

(4) The overall system will be provided after successful formal acceptance. In this regard, we will provide a Software commensurate with the goals defined in the detailed specifications.

V.
Initial and further training

(1) We will instruct your designated personnel, during the period stipulated in the timeline and process to be drafted separately, in the use of the Software and the handling of the associated working materials. The location, nature, and scope of the initial training will be agreed separately between us.

(2) Training sessions will take place, at our discretion, either on your premises or, by arrangement with you, in another location to be determined. In the case of training held on your premises, you will provide us with appropriate premises or technical equipment by prior arrangement with us. In the case of training held elsewhere, you will rent the premises and provide the necessary hardware and software on site. In the case of training held on our premises, we will provide the premises and the necessary hardware and software.

(3) We are permitted to cancel a training date for good cause. We will notify you of the cancellation of any such date in due time and offer substitute dates. In the event of travel for training purposes, you are obligated to bear the relevant costs thereof. The amount of the costs must be agreed in advance.

(G) Liability

(1)   We are liable without limitation

- in case of intent or gross negligence;

- for loss of life, bodily injury, or impairment of health;

- pursuant to the provisions of the German Product Liability Act (ProdHaftG); and

- within the scope of any warranty provided by us.

(2)   In the case of violation through ordinary negligence of any obligation that is essential to achieving the purpose of the contract (cardinal obligation), our liability is limited in amount to the amount of damage and/or losses that is foreseeable and typical.

(3)   We are not liable for loss of data to the extent that the damage and/or loss is based on your having failed to perform data backups and thereby ensure that lost data could be restored with reasonable time, effort, and expense.

(4)   Liability in the cases set forth in the foregoing section is limited in each individual case to the net order value.

(5)   There is no further liability on our part.

(6)   We are, in principle, not liable for the accuracy or completeness of information provided by you or by third parties, and in this regard are not liable in particular for machine-generated or machine-obtained data being current and accurate. If information provided by you or third parties infringes third-party rights, you are obligated to either, at your discretion, procure for us the right to use such information at your own expense or indemnify us and hold us harmless from and against any and all claims and costs. However, this obligation of indemnification applies only if you are responsible for the infringement of the third-party rights.

(7)   The foregoing limitation of liability also applies to the personal liability of your employees, representatives, and corporate bodies.

(H)   Backup measures; audit rights

(1)   We will safeguard the Software and, where applicable, the access details for online access against access by unauthorized third parties by taking suitable measures. In particular, all copies of the Software and the access details must be kept in a safe place.

(2)   You will enable us, at our request, to review the proper use of the Software, particularly with an eye to whether you are using the program within the scope acquired in qualitative and quantitative terms. To this end, you will provide us with information, allow us to inspect relevant documents and records, and enable a review of the hardware and software environment that is used either by us or by an auditing firm designated by us and acceptable to you. We are permitted to perform this audit, or to have it performed by third parties who are obligated to maintain confidentiality, on your premises during your regular business hours. In the process, we will take care to ensure that our activities on-site disrupt business operations as little as possible. If the review shows that the use of the Software is being exceeded in quantitative terms by more than 5% compared to the agreed scope or that another use not compliant with the Agreement is taking place, you will bear the costs of the review. Otherwise, we will bear the costs.

(I) Confidentiality

(1) "**Confidential Information**" means all information and documents of us and you that is or are designated as confidential or should be viewed based on the circumstances as being confidential, particularly information on operational procedures, business relationships, and know-how.

(2) Both Parties will maintain confidentiality concerning Confidential Information.

(3) This obligation does not apply to Confidential Information that

- was demonstrably already known to the recipient when the Agreement was entered into or became known to the recipient thereafter through the actions of third parties without any confidentiality agreement, statutory provisions, or orders issued by government agencies being violated thereby;

- was public knowledge when the Agreement was entered into or becomes public knowledge thereafter, where this is not based on a violation of the Agreement; or

- must be disclosed based on statutory obligations or on the orders of a court or government agency. To the extent permissible and possible, the recipient obligated to disclose the information shall notify the relevant Party thereof in advance and give this Party an opportunity to take action against the disclosure.

(4) Both Parties shall grant access to Confidential Information only to advisors who are subject to professional secrecy or upon whom corresponding obligations have been imposed as a consequence of the confidentiality obligations pursuant to the Agreement. Furthermore, both Parties shall disclose Confidential Information only to those employees who require knowledge thereof for the implementation of the Agreement and shall impose on such employees an obligation to maintain confidentiality, including for the period after their departure, to the extent permissible under labor and employment law.

(J)   Open source terms

(1)   The preparation and use of the Software have taken place and/or continue to take place partly using freely available software ("**Open Source Software**") on the basis of the license agreements that apply to the Open Source Software ("**Open Source Provisions**") between us and the relevant licensor. We permit the use of this Open Source Software without charging a licensing fee. The relevant Open Source Provisions for the Software are stored at https://gtc.dmgmori.com, where they can be viewed. The Open Source Software programs used in this regard are also listed in detail there. The use of the Open Source Software takes place on the basis of the Open Source Provisions and is not restricted by these Terms and Conditions to your detriment in any way whatsoever.

(2)   You declare your consent to the application of the Open Source Provisions and agree that, to the extent that the Open Source Provisions so require, we disclaim any and all liability for defects and other liability as well as any and all indemnification with regard to the use of the Open Source Software. At your request and to the extent necessary in accordance with the relevant Open Source Provisions, we will turn over a copy of the source code for the relevant Open Source Software to you or provide it via suitable electronic means. To the extent that the provisions of these Terms and Conditions conflict with the Open Source Provisions, the Open Source Provisions take precedence over the provisions of these Terms and Conditions with regard to the Open Source Software.

(K)   Final provisions

(1)   You are not permitted to assign claims against us to third parties except with our prior written consent.

(2)   You are moreover not permitted to offset claims of your own against our claims unless the counterclaims are undisputed or have become final and legally binding.

(3)   Amendments and addenda to the Agreement of these Terms and Conditions must be set forth in written form. This also applies to the termination of these Terms and Conditions. Electronic documents in text form do not meet the written form requirement.

(4)   General terms and conditions of business with different content do not apply.

(5)   Please note that the Software may be subject to export and import restrictions. In particular, there may be obligations to obtain permission, or the use of the Software may be subject to restrictions and associated technologies may be subject to restrictions in other countries. You agree to comply with all applicable export and import laws and regulations of the Federal Republic of Germany, the European Union, and the United States of America and all other relevant provisions. Our fulfillment of the contract is subject to the proviso that there are no obstacles to fulfillment based on national and international provisions of export and import law or any other statutory provisions that conflict therewith.

(6)   Serious events, including but not limited to force majeure, labor disputes, unrest, war or terrorist conflicts, that have unforeseeable consequences for the performance of services, will release us from our obligations of performance for the duration of the disruption and within the scope of the effects thereof, even if we should be in default. Automatic cancellation of the Agreement is not associated with this. Each of the Parties hereto agrees to notify the other of any such obstacle and to adjust its obligations in good faith to reflect the changed circumstances. Events of force majeure also include epidemics and pandemics.

(7)   You hereby declare that you are willing to be mentioned as a reference customer within the scope of our marketing activities. We will agree with you on the details of whether and, if so, how we mention you in this way on a case-by-case basis.

(8)   The Agreement and the Terms and Conditions are subject to German law as it applies among domestic parties.

(9)   The sole place of jurisdiction is Bielefeld.

(10)   Should individual provisions of these Terms and Conditions be invalid, this does not affect the validity of the remaining provisions. In this case, we will strive to replace the

invalid provision with a valid provision that most readily approximates the economic significance of the invalid provision.