

Software Licensing Agreement / Terms (End-user Licensing Agreement – EULA)

1. General

1.1 The Licensor is Carl Zeiss Industrielle Messtechnik GmbH and the Licensee is the end customer. Licensor provides Licensee with a non-exclusive, non-transferable right of use the "Software Product" which comprises the particular software program and related licensed software modules, subsequent enhancements, updates, patches and associated documentation for company-internal operation as well as the related manuals and software documentation.

1.2 If the Software Product has been indicated as an "update" "upgrade", "patch" or "subscription" by the Licensor, then the Licensee has to possess the Software Product license designated as suitable for the update, the upgrade or patch by the Licensor in order to use the Software Product. A Software Product that has been indicated as an update, upgrade or patch by the Licensor replaces and/or enhances the original product, which served as the basis for the update, upgrade. The Licensee can only use the respective upgrade product or patch in accordance with the terms of this Licensing Agreement. If the Software Product is a component upgrade of a software program package, which was licensed to you as a single product, you are only allowed to use and transfer the Software Product as a component of this individual product package. Licensee is not permitted to divide it up for use on several computers.

1.3 The Software Product may contain code, objects and other intellectual property developed and licensed by third party licensors and incorporated into the Software Product ("Embedded Third Party Software"). Any embedded Third Party Software or open source code and open source licenses that are used will not restrict or affect Licensee's granted rights of use.

2. Term and Termination

2.1 This License Agreement and therewith the right of use will be effective and in force with the full payment of the License Fees to the Licensor (Effective Date). Except for Licensees with a fixed-term license period, this License Agreement shall commence on the date stated in the order approval of the Licensor (Effective Date) or the commencement date stated by the Licensor in a written agreement (Effective Date). This License Agreement and therewith the right of use ends automatically after seven (7) years from the Effective Date on. In case of additional Concurrent Authorized Users who are authorized and added after the initial License Fee payment, the term of their usage of the Software Product shall be coterminous with the preexisting then-current term. If Licensee purchases an upgrade, the term of this License Agreement shall continue in effect for the specific term set forth in the new license and authorization key document issued for the upgrade.

2.2 This License Agreement can be terminated by the Licensee at any time by registered letter to the Licensor.

2.3 The Licensor is entitled to terminate this License Agreement and the rights of use upon with immediate effect, in the event that the Licensee is breaching any regulation of this License Agreement or condones the breach of this License Agreement by a third party or is not fulfilling its obligations of this License Agreement or if the Licensee files for bankruptcy or a change of control of the Licensee is taking place.

2.4. Notwithstanding the aforementioned regulation in this Chapter 2 and if no otherwise stipulated in this License Agreement, this License Agreement will be terminated automatically if any regulation of this License Agreement is violated by the Licensee. Furthermore this License Agreement terminates automatically in the event that the Licensee transfers the possession of the Software Product or any copy of the Software to another party or in the event upon sale of the computer or measuring machine to a third party on which the Software Product is installed. The right of use regarding the previous version(s) ends with the installation of the update or upgrade. The Licensee is not authorized to use the previous version(s) on a different computer system anymore or to make available the use of the previous version(s) to any third party.

2.5 In any event neither full nor partial refund of licensing fees shall be granted in any case of termination. The Licensee shall adhere to the conditions for returns and deletion set forth in Chapter 10. Licensee agrees to destroy all copies - whole, portions, or merged - of the Software Product when this License Agreement terminates.

3. Rights of Reproduction

3.1 The Licensee may reproduce the delivered Software to the extent that reproduction is required for the use of the Software. Necessary software reproduction includes installing the Software Product in the mass storage of the device subject to the contract and loading the software into the computer's main memory. Changes to the hardware could necessitate effort for subsequent licensing, license repair or renewed licensing by the Licensee and/or Licensor. This especially applies to changes or enhancements to computer hardware components or the exchange of a whole computer system with/without access to a network (MAC address). If the Software Product from the Licensor are transferred to other computer hardware, then the Licensee shall no longer use the transferred Software on the "old" system.

3.2 In addition to this, the Licensee is authorized to create a single copy for backup purposes. This backup copy of the licensed Software Product is to be indicated as such.

3.3 If, for reasons related to data security or backup, the computer system including the subject of the contract has to be reactivated quickly subsequent to total failure and it is necessary to back up the entire data set including the installed Software Product, then the Licensee may create the number of backup copies that is absolutely needed. The respective data media is to be labeled appropriately. The backup copies shall only be used for archiving purposes.

3.4 The Licensee is not permitted to make or request third parties to make further copies including printing the program code using a printer or making photocopies of the manual.

4. Resale and Transfer

4.1 If the Software is indicated as "NFR" (Not for Resale) or "Not for Resale" or "evaluation copy" or "Free time limited trial", then the Licensee is not authorized to use the Software Product or usage of the affiliate manuals and related software documentation for commercial purposes and shall not resell, transfer or otherwise provide the Software Product to others if not expressly permitted to do so by the Licensor. Commercial usage also refers to use of the Software Product to create publicly distributed computer software. The Licensee is not authorized to rent out, lease out, lend or provide the software product to third parties by way of hosting or download options, unless not explicitly indicated/permitted in written form by the Licensor.

4.2 However it is permitted to transfer the Software to third parties if the third parties are not granted a right of use for their own and if they have to use the Software Product as defined by

the Licensee. This is usually the case for employees of the Licensee, but not for independent service providers, etc.

4.3 In the case of licensing the Software Product to a leasing company (Lessor), it is left to the leasing company to provide the Software Product to an agreed lessee in accordance with the terms and conditions of this License Agreement. In the case of a re-lease of the leased asset it is allowed to the Lessor, to transfer the rights to use of the Software Product with the leased asset by providing the following information in written form prior to the planned transfer (which CMM/system/serial number, effected software licenses, name/address of the old & new lessee) as well as in written form that the Lessee will accept the terms and conditions of the transferred license.

4.4 The Software Product may be transferred to another party as part of a machine sale that includes the Software Product, provided that all of the following conditions are fulfilled: (a) the transferring user does not retain any copies thereof; 3 (b) as a condition precedent to the effectiveness of any such transfer, the receiving party must expressly accept the terms and conditions of this License Agreement in writing via written notification to Licensor; and (c) the transferred Software must be up-to-date (latest software revision) at the time of transfer. Licenses can only be transferred within the European Union or outside the European Union only in the country they were originally acquired; and (d) all Software Modules of the Software Product are transferred as one package and not as individual licenses.

4.5 Transfer within legal entities or global corporations of the Licensee.

Insofar as the transferring licensee and the receiving party are part of a legal entity or part of affiliated companies, once the receiving party agrees to these licensing conditions, the transfer is permitted. "Affiliated companies" as used in this License Agreement shall mean any legal entity that directly or indirectly controls a party (hereinafter referred to as "Parent Company"), or is controlled by a party or its Parent Company. "Control" as used in this License Agreement means direct or indirect ownership of more than fifty per cent (50%) of the stock of such entity, or more than a fifty per cent (50%) interest, direct or indirect, in the decision-making authority of such entity.

4.6 Transfer of software license options If the Software Product is transferred with involvement of the Licensor a License Fee according the applicable price list of the Licensor will be due. The number of transfers is limited up to four (4) transfers during the term of this License Agreement.

5. Multiple usage

5.1

Unless otherwise stipulated in writing with the Licensor, the software product may only be used on up to two monitors that are connected to one and the same computer. The Licensee may only use the software on alternative systems in case of emergency.

Multiple use of the software product must be approved by the Licensor in writing, or requires the acquisition of concurrent use floating licenses. The details of use of this license type are regulated in the Concurrent Use/ Floating Licenses Addendum.

5.2 If the Licensee wishes to use further on the Software Product, which was replaced by an update or an upgrade, parallel to the current Software Product, the Licensee needs the prior written approval of the Licensor.

6. Decompiling and program modifications

6.1 The Licensee shall not modify the Software Product unless modification is required to repair defects and the Licensor has delayed repair of the defects. In case of the latter and if the repair process can divulge important program functions and working methods, the Licensee can only request repair from a commercially active third party if this third party is not a potential competitor of the Licensor.

6.2 Retranslation of the licensed program code into other code forms (decompiling) and other types of reverse engineering of the various different software manufacturing phases are only permitted to the extent carried out to obtain the information required to establish interoperability with an independently created computer program and if this information cannot be procured otherwise. The Licensee must first request the information from the Licensor in return for payment of expenses.

6.3 Permission for decompiling also requires that reverse engineering or program observation is only carried out by means that the Licensee is authorized to carry out in accordance with this Licensing Agreement. In particular, the program code shall not be printed using a printer in any case.

6.4 The Licensor or its suppliers retain all ownership rights and copyrights pertaining to the Software, the printed accompanying material and all copies of the Software Product. This Software Product is protected by US copyright laws and the terms of international agreements. Licensee is not permitted to copy the printed materials which accompany the Software.

6.5 The Licensee is not authorized to remove, modify or amend any copyright notices or brand references made by the Licensor. This includes without restrictions any references in physical and/or electronic media or documentation, in the "Setup Assistant" or in the dialog fields "About ..." and/or in other references presented on the web or activated via the web, in the program code or other embodiments, which were originally included in the Software or otherwise created by the licensor.

7. Guarantee and right of cancellation

7.1 The Licensor guarantees that the Software Product licensed to the Licensee will perform to the extent defined in the operating instructions if the Software Product is installed on the designated system in adherence with the Licensor's guidelines.

7.2 Defects of the Software Product or its Software Modules refer to defects that can be reproduced at any time.

7.3 The Licensor will repair defects in the Software Product including all manuals and other documents within an appropriate time frame subsequent to receiving information from the Licensee pertaining to the defect. Defects will be repaired by way of improvements made free of charge or replacement of the delivery as chosen by the Licensor.

7.4 The Licensee's right to cancellation due to inability to use the Software Product does not apply unless improvements or replacements have been carried out twice and have resulted in failure.

7.5 The Licensor will neither warrant nor guarantee functionality for measurement plans or programs created by third party suppliers or by Licensee/customer or that such measurement plans or programs will run error free on Licensor's software or systems respectively. The Licensor excludes any form of warranty or guarantee regarding measurement plans and programs supplied

by a third party especially upon implementation of software upgrades or new program versions. In particular, the Licensor emphasizes the resulting possibility of lack or alteration of performance relating to measurement plans should one or more of the following points apply: a.) Exchanged computer operating system between software revisions; b.) Essential alterations to calculation algorithms; c.) Elimination of software errors and malfunction; d.) Changed dependencies between software options; e.) Improper programming of measurement plans; f.) influence of software programs or modules other than from Licensor.

8. Liability

8.1 If the Licensee cannot use the Software Product as stipulated by contract and the Licensee is responsible for this due to neglected or incorrect implementation of suggestions and consultation prior or subsequent to signing the contract or due to breaches of other contractual obligations, then the guidelines set forth in Chapter 7 and 8 apply accordingly to the exclusion of further claims by the Licensee. For damages not arising in the Software Product, hardware and the connected device, the Licensor can only be held liable for the following, regardless of the legal grounds: - Intent, - in the case of gross negligence of its executive bodies or executives, - in the case of non-accidental damage to life, body and health, in the case of defects that Licensor has deceitfully kept secret or the absence of which Licensor has guaranteed, - in the case of software defects to the extent of liability for personal and material damages due to personally implemented objects as set forth in the applicable product liability regulations.

8.2 In the case of non-accidental breach of significant contractual obligations, the Licensor is also responsible for gross negligence of non-managerial staff and for slight negligence, the latter of which is limited to damages typical of the contract which can credibly be foreseen.

8.3 In addition to this, the Licensor, its employees and its vicarious agents are liable for the loss or change of data caused by program errors, only to the extent which would have been unavoidable had the Licensee fulfilled its obligation to make backups on a regular basis and at least once daily.

8.4 In the case of claims due to violated copyrights, the Licensor grants the Licensee the right to continue using the Software Product or modify the Software Product in such a way as to ensure that copyrights are not violated. If this is not economically viable, the Licensor will take back the object of the contract to the exclusion of further rights and will reimburse the paid Licensing Fee minus an amount corresponding to the duration of prior use. Required for this is that the Licensee informs the Licensor of this type of claims immediately in writing and allows the Licensor all measures of defense and out-of-court arrangements.

8.5 Further claims of the Licensee are expressly excluded.

9. Licensee's Obligation to care for Software, Risk Assumption

9.1 The Licensee is obliged to prevent third-party access to the Software and documentation by implementing the appropriate measures. In particular, the Licensee shall require its employees to allow no third-party access to the Software.

9.2 The Licensee shall store the original data medium in a location which is protected from unauthorized access by third parties and insist that its employees comply with the present licensing terms and copyright. In particular, the Licensee will request its employees not to make unauthorized copies of the software, the usage manual and the installation instructions.

9.3 If an employee of the Licensee should violate the copyright or allow unauthorized third parties to access the Software, then the Licensee is obliged to participate in clarifying the violation and shall inform the Licensor of the respective violation negotiation.

9.4 The Licensee is subject to the risk of coincidental destruction or loss, especially with reference to theft of the Software Product or Dongle. This Licensing Agreement shall be terminated automatically in cases of destruction or loss.

9.5 Loss of license dongle. The Licensee is responsible for the delivered software-dongle. The loss of the software-dongle is equal to the loss of the Software Product. The cost to replace the software dongle and related software licenses will be charged to the Licensee. If the dongle is stolen an official police report is necessary to re-issue a new license for a defined reassignment fee which is currently set to 1.500,- Euro plus VAT. Notwithstanding of the aforementioned, the Licensee shall be entitled to demand that the Licensor enter into a new license agreement and subsequently provide a Software Product. In this event, the respective licensing fees for the replacement of the stolen Software Product is set to the amount of an upgrade and shall apply.

10. Obligation to return and delete provided data

10.1 Upon termination of this Licensing Agreement, the Licensee is obliged to return all original data media as well as all documentation, materials and other documents in its possession. The Software Product and all documentation are to be sent to the Licensor free of charge. In case of transport by third parties, shipment is to be made via secure transfer (registered letter, secured package or similar) and is to be insured to an appropriate amount corresponding at least to the amount of the licensing fee. The Licensee is to confirm in writing that the Software has been uninstalled successfully.

10.2 Proper return of the Software Product includes full and final deletion of all existing copies and, in particular, copies of software on the computer.

10.3 Should the Licensee not adhere to the stipulations set forth in Chapter 10.1, 10.2 of this Licensing Agreement, then the Licensee shall pay to the Licensor a contractual penalty to the amount of the agreed licensing fee. This has no effect on any claims for damages by the Licensor.

10.4 The Licensor can decide not to return the Software Product and instead request that the Software Product is deleted and documentation is destroyed. If the Licensor decides on this course of action, Licensor will expressly inform the Licensee of this decision by written notice.

10.5 The Licensee is expressly informed that it shall not continue use of the Software Product subsequent to termination of the licensing contract and that non-compliance with this is a violation of copyright. Item 9.3 shall apply subsequent to termination of the contractual relationship.

11. Data acquisition

Installation of the ZEISS software will cause diagnostics data and technical, application relevant and additional information including defined system and hardware identifiers as well as information concerning the system software, software license and modules in addition to all devices controlled by the software and associated communication to be recorded locally on your computer. Depending on the application and configuration use case, this data can also be stored on the local network or on servers belonging to the network in order to enable additional product development or services by ZEISS. ZEISS has the right to collect the acquired information and use

this for diagnostic and ZEISS services providing this is used for the above-mentioned purposes and is collected and stored in a manner which excludes any conclusion regarding persons. Data acquisition can be prevented by uninstalling the "ZEISS CMM Agent" software.

12. Final provisions

12.1 All agreements which require modification, enhancement or concretization of these licensing terms as well as special pledges or agreements or arrangements pertaining to characteristics are to be made in writing. If these are stated by representatives or assistants to the Licensor, then they only become binding once the Licensor has issued written approval.

12.2 If any part of this contract should be or become ineffectual, then this shall have no impact on the remaining contents of the contract. The parties to the contract are to replace the ineffectual part of the contract with legally permissible terms which match the intent of the ineffectual conditions as closely as possible.

12.3 The laws of Germany apply to this contract to the exclusion of the Uniform Law on the International Sale of Goods and to the exclusion of the rules of the conflict of laws.

13. Confirmation of receipt and acknowledgement

The Licensee is aware of the Licensor's use of these licensing terms. The Licensee has acknowledged these terms to a reasonable extent.

Carl Zeiss Industrielle Messtechnik GmbH
Carl Zeiss-Str. 20
73447 Oberkochen
Germany

(Dated: March 2019)

SUPPLEMENTAL END USER LICENSE AGREEMENT FOR ZEISS SOFTWARE ("Supplemental EULA")

Important: Please read carefully – the ZEISS Software, which is an additional part of this EULA, including documentation – also in electronic form ("Software Modules") is subject to the legal regulation of the contract, under which the ZEISS application software was licensed (each an "End- User-License Agreement/Term" or "EULA"), and the regulations of this additional part of the EULA. By installation of the software components, coping, download, accessing or other kind of usage, you accept and follow up the terms of the EULA of the ZEISS Software Product and this additional EULA. If you do not agree, you are not allowed to install, copy, download, access or use the software components in any kind.

NOTE: If you do not have a officially/properly licensed copy of a ZEISS Software Product for which the Software Module is provided (each component is a "Software Product"), you are not authorized to use the software components to install, copy, download, access or to otherwise use. You have no rights under this supplemental EULA

General. The software components are provided only available to upgrade existing functionality of the applicable software product, to complete or to replace it. After installing the software components they become part of the software product. You are hereby granted a license to use the Software components under the terms of the Software Product EULA for the applicable Software Product (which are hereby incorporated into this supplemental EULA) and the regulations issued this Supplemental EULA, implied that you follow all terms. To the extent there is a conflict term valid to the software components the provisions of this supplemental EULA shall take precedence.

Additional rights and limitations

– If you have multiple validly licensed copies of the software product, you may make one copy of the software components on all your computers, install and use running validly licensed copies of the Software Product provided that you use such additional copies of the software components in compliance with the above provisions- If you have not purchased the software components on external media, you may make one copy of the software components for archival purposes or reinstallation of the software components on the same computer on which the software components were previously installed. ZEISS, its subsidiaries and / or suppliers retain title to ownership of the software components. ZEISS, its subsidiaries and / or suppliers reserve all rights not expressly granted. This Supplemental EULA does not extend the time period for which the Limited Warranty is provided.

Concurrent Use/ Floating Licenses Addendum

1. Definition of the license type

The term "concurrent use license" refers to a license for the Software Product based on the number of users who are also concurrently authorized to use it, if the Software Product is (a) installed on a file server and is started by a user on another computer which is part of the same internal network as the file server, or (b) installed on a user's computer but is only available for use if this user's computer gains access to it from a file server via an internal network, or (c) installed on a computer temporarily through a documented / controlled "license check-out process", which ensures that the number of licenses in the network is automatically reduced / adjusted. Including the automatic return of the loaned license following expiry of the timeframe defined in the system or a manual license return at an earlier point in time.

2. Fees and maximum number of users

Higher fees apply for concurrent use licenses than for standard software licenses, which are provided within the scope of a CLP (Cumulative License Program). The total number of users of the Software Product who are authorized to use it concurrently must not exceed the number of all concurrent use licenses which was granted to the Licensee for the software product, see Concurrent Use / Floating Licenses Overview appendix. Unless otherwise stipulated in this licensing agreement, all other conditions of this licensing agreement apply to the Licensee's use of the Software Product within the scope of a concurrent use license.

3. License scope

Concurrent licenses are available as (a) plant-bound concurrent use licenses or (b) global concurrent licenses. Higher fees apply to global concurrent licenses than to plant-bound concurrent use licenses.

- (a) The plant-bound concurrent use / floating licenses listed in the Concurrent Use Floating Licenses Overview appendix may be respectively used by the Licensee at a site it has specified. The transfer of licenses to another plant of the Licensee requires the prior written approval of ZEISS (Licensor). A transfer may not take place more than twice per year. The risks associated with such a transfer are borne by the Licensee. The associated costs and expenses must be borne by the Licensee .
- (b) The global concurrent use / floating licenses listed in the Concurrent Use / Floating Licenses Overview appendix may be used by the Licensee globally within its company and its associated companies pursuant to Articles 15 et seq of the Stock Corporation Act (AktG). The use by third parties, in particular external service providers, clients, suppliers is not permitted.

4. Regular statement on license use

The Licensee is obligated to provide ZEISS (the Licensor) with statements on the license use at regular six-monthly intervals on 30 June and 31 December of each year. These must show

- how many license users
- how often
- in what country

- in what plant (only in the case of plant-bound concurrent use / floating licenses)
in the period of time of the year preceding the day of the license server statement.

ZEISS (Licensor) is entitled to inspect compliance with the licensing agreement at its own expense as well as for up to a year following termination of the licensing agreement. For this purpose, ZEISS (Licensor) will commission an independent auditor of an internationally recognized auditing organization, which is subject to confidentiality obligations. The audit will be announced at least 30 days in advance and will take place during normal working hours in a way which does not disproportionately interfere with the Licensee 's business operation. The Licensee must immediately provide the auditor with all information which the latter may reasonably demand to support the audit. If an infringement of the licensing agreement is discovered, the Licensee must reimburse ZEISS (Licensor) for all costs of the audit, further compensation for claims for damage may be asserted.

5. Administration license server

The Licensee is responsible for the administration of the floating server. The Licensee is responsible for the safe operation and maintenance of the server. ZEISS (Licensor) only undertakes the recording / installation of the licenses on the (virtual) floating server. The Licensee provides the server hardware.

A possible establishment of the server infrastructure as well as consultancy on the running and maintenance of the server operation by ZEISS must be regulated individually within the scope of a project business transaction.

6. User management

The Licensee is responsible for allocating the licenses for use of the software. However, the users must be employees of the Licensee. Use by external stakeholders of the Licensee (e.g. clients, suppliers) is not permitted.

7. Liability in the case of use of the license server and the concurrent use / floating licenses

The Licensee is liable for service interruptions, the interruption of license assignment and other support cases which are not conclusively due to a defectively created license.

The Licensee is responsible for the provision of the necessary number of licenses to provide its services. ZEISS (Licensor) is not liable for usage interruptions and subsequent work / production stoppages.

Concurrent Use / Floating Licenses Overview appendix

This appendix must be transmitted to ZEISS at regular intervals in accordance with the Concurrent Use/ Floating Licenses Chapter 3. and 4. Concurrent Use/ Floating Licenses Addendum..

Relevant contact details of the client

Contact person's first name and surname: _____

Contact person's email address: _____

Contact person's address: _____

Contact person's phone number: _____

Date of the license server statement: _____

License overview - full overview stock of concurrent use / floating licenses

Software product	Product version	Number of licenses	License type*	Client's legal entity	Country	Plant location

*site-bound vs. global concurrent use / floating license

Average number of users

(Please enter the average number of users per plant and software product, e.g. PiWeb Monitor, here)

Site (country, city)	Software product	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year

Average use time of users

(Please enter the average use time per plant and software product, e.g. PiWeb Monitor within the last 12 months by user X, here)

Site (country, city)	Software product	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year	Month/ Year