

## **Usage and License Conditions for Free-of-Charge Temporary Software Licensing**

- (1) The contractual relationship between DR. JOHANNES HEIDENHAIN GmbH (hereafter referred to as HEIDENHAIN) and the Customer regarding the use of the software for the "EIB 741" and its online documentation/help (hereafter referred to collectively as the Software) will be governed solely by the following Usage and License Conditions.  
Only Customers who have been trained by HEIDENHAIN (hereafter referred to as HEIDENHAIN Customers) may use the Software. The Software may not be transferred to third parties.
- (2) The Software is lent to the user in the scope and condition in which they are made available for downloading; the program copy does not become the property of the user. The parties agree that with the present state of the art it is not possible to create error-free computer Software. HEIDENHAIN shall not be held liable in any case; HEIDENHAIN assumes absolutely no liability for the Software. The user is therefore recommended to test the software in protected test environments before using it in productive application.
- (3) The Software is subject to the copyright law of the Federal Republic of Germany and to international law. The program or any parts of it may not in any form be duplicated, reproduced, processed or distributed without the express consent of HEIDENHAIN unless such action is compelled by law or is required for application at the Customer's location for his own immediate purposes. The customer may use the program on as many computers as desired within his company; a provision of access to the program to third parties (in particular in the so-called ASP mode), is prohibited.
- (4) This contractual relationship will apply for the duration of one year and is automatically extended by a further year, unless one party gives notice of cancellation by at least two months before the end of the contract year; the right of summary cancellation, in particular in the event of use contrary to contract, remains unaffected. Cancellations in electronic form (e-mail) are effective. The relinquishment of user's rights from this contract requires the consent of HEIDENHAIN.
- (5) Inasmuch as before, during or after contract conclusion HEIDENHAIN inquires as to the customer's company address, the customer is obliged to provide the correct information.
- (6) If one or more of the provisions in this contract becomes partially or completely invalidated or impracticable, then this does not affect the validity of the remaining provisions. Place of fulfillment for all obligations arising from this contractual relationship is the head office of HEIDENHAIN. In addition, the parties agree that the sole venue for all disagreements arising from and in connection with the licensing of the Software shall be the head office of HEIDENHAIN. This agreement shall be governed by the law of the Federal Republic of Germany.