Special license conditions for the use of the software MiCAT of MITUTOYO Europe GmbH

Preamble

These conditions shall apply within the framework of the contractual relationship between Mitutoyo Europe GmbH ("MITUTOYO") and the Customer, who is exclusively an entrepreneur within the meaning of § 14 BGB ("Customer"). The software shall not be sold and distributed to consumers within the meaning of § 13 BGB (German Civil Code).

The Customer obtains from MITUTOYO the software MiCAT Planner for temporary use for rent. MITUTOYO therefore grants the Customer the use of its software for a limited period of time and provides the Customer with the latest version. The software is a copyright computer program which is legally protected according to §§ 69a ff. UrhG (German Copyright Act).

These conditions apply in addition to the General license conditions for the usage of Software of Mitutoyo Europe GmbH ("GLC") with the following supplementary and deviating provisions.

§ 1 Subject matter of the contract

1) Subject of these conditions is the transfer of the computer program MiCAT Planner distributed by MITUTOYO for the creation of part programs for coordinate measuring machines in object code ("software") limited to the contract period and the granting of the rights of use described in § 2. The hardware and software environment within which the software is to be used is not part of these conditions. The Customer is responsible for ensuring that the software is compatible with his own hardware or other software.

2) MITUTOYO makes the software available to the Customer for the first time as StarterKit together with a CAD Translator and a CodeMeter hardware dongle by handing over a copy of the software on a data medium (CD-Rom, USB, etc.) ("StarterKit").

§ 2 Granting of rights

1) Upon full payment of the fee according to § 3 of these license conditions, the Customer shall be granted a non-exclusive, non-transferable, non-sublicensable right to use the software within the scope of these license conditions, limited to the term of the rental agreement and the European Union.

2) § 2 para. 6 GLC shall not apply.

§ 3 Fees

1) The fee for the granting of use for a period of 12 months for a StarterKit is based on the contract concluded with the Customer. All prices are always net, i.e. exclusive of any statutory VAT.

2) The StarterKit contains 10 units. One CAD file can be imported per unit, which in turn can generate various measuring programs. Furthermore, the Customer can acquire further 5 units in the package at a charge via our website.

3) Updates for MICAT Planner will be made available free of charge during the contract period according to § 4. If a newer version of MCOSMOS is required for this update, then this update (MCOSMOS) is subject to a charge

§ 4 Contract term and termination

1) The rental contract begins with the delivery of the CodeMeter dongle and activation of the dongle and is concluded for a fixed term of 12 months. During this period of time a regular termination is excluded.

2) The rental agreement can be terminated in writing by either party without notice for compelling reasons. A compelling reason, which entitles MITUTOYO to terminate the contract, is in particular if the Customer violates the rights of use of MITUTOYO by using the software beyond the extent permitted by these license conditions and does not remedy the violation within a reasonable period of time following a warning notice from MITUTOYO.

3) After expiration of the contract period as well as in case of a termination, the Customer has to give up the use of the software and to remove all installed copies of the software from his computers as well as to return the data media and any backup copies made to MITUTOYO at his expense immediately at his option or to destroy them. The CodeMeter dongle is to be returned to MITUTOYO without request. Units not used expire and will not be refunded.

§ 5 Warranty / Maintenance

1) MITUTOYO warrants that the contractually agreed quality of the software will be maintained during the term of the contract and that no rights of third parties will conflict with the contractually agreed use of the software. MITUTOYO will remedy any material defects and defects of title in the software within a reasonable period of time.

2) This warranty does not apply to defects resulting from the Software being used in a hardware or software environment with which it is incompatible, or to any changes or modifications made by the Customer to the Software without MITUTOYO's prior written consent or the power to do so by operation of law or these conditions.

3) The Customer is obliged to notify MITUTOYO in writing of any defects in the software immediately after their discovery. In the case of material defects, this is done by describing the time of occurrence of the defects and the detailed circumstances.

§ 6 Liability

In addition to § 5 Abs. 3 GLCT applies: In particular, there is no liability of MITUTOYO for initial defects, unless the conditions of § 5 Abs. 1 and 2 GLC are fulfilled.