

General Terms and Conditions of Duwe-3d AG for the Temporary Licensing of Software module D3D++ for PolyWorks|Inspector™

Duwe-3d AG (hereinafter: "Duwe") licenses to companies and other commercial business persons (hereinafter: the "Customer") the software module D3D++ for PolyWorks|Inspector™ (hereinafter the "Software module") for temporary use on the basis of the following terms and conditions unless Duwe and the Customer agree otherwise in writing in the course of the order and the corresponding order acceptance (hereinafter: the "Software License Agreement").

I. Conclusion of Agreement

- 1. General terms and conditions of Customer are applicable for Duwe only if and to the extent explicitly agreed by Duwe in writing.
- 2. Every offer of Duwe regarding the licensing of the Software not binding and without obligation.
- Ancillary and additional arrangements with Duwe which are made respectively prior, upon or after formation of a Software License Agreement must be made in writing to be valid.

II. Subject-Matter of the Service and Fees

- 1. Unless otherwise agreed in the Software License Agreement, the program will be provided in object code with the corresponding documentation as well as maintained in accordance with the respective applicable General Terms and Conditions of Duwe for the Maintenance of Software. Program and documentation are hereinafter collectively also referred to as Software. Unless agreed otherwise, this documentation will be provided in English language.
- 2. The Customer is granted the non-exclusive rights in the Software stated in section III of this General Terms and Conditions for the Temporary Licensing of Software module D3D++ for PolyWorks/Inspector™ for the term set forth in section VII. Customer acknowledges that the ideas and concepts, which are part of the Software, are industrial secrets of Duwe and Customer has to treat them with the same diligence as its own industrial secrets. Customer is not allowed to use those ideas and concepts for other purposes, especially for the purpose of reproduction.
- 3. Unless otherwise agreed in the Software License Agreement, Duwe may effect delivery of the Software at the option of Duwe to the extent practicable and reasonable for the Customer in the following ways: either by delivery of an electronic data carrier on which the Software is stored, or by e-mail transfer, or by referring the Customer to a possibility to download the Software from the internet.
- 4. D3D++ is a Plug-In for the Software PolyWorks/Inspector of InnovMetric Software, Inc. Before using the Software, Customer must register the Software with Duwe. Within this registration, Customer has to indicate the ID number of the PolyWorks/Inspector license under which Customer intends to use the Software in accordance with section III.
- 5. The Software is licensed and maintained at the fee stated in the Software License Agreement, which is payable by the Customer without deduction and in advance. The prices stated in the Software License Agreement are net amounts which do not include taxes and other duties.

III. Customers rights of use

- 1. Customer may only use the Software in case of advance payment of the fee agreed in the Software License Agreement and only in conjunction with the PolyWorks/Inspector license of InnovMetric Software, Inc. which was indicated at the registration in accordance with section II paragraph 4; further, the Customer may only use the Software in the respective applicable version, and for internal use only.
- 2. Only for archival storage, Customer is allowed to make backup copies. Any other reproduction is not permitted.

IV. Warranty

- 1. The Customer must notify Duwe in writing of material and title defects of the Software at the latest 5 days after detection or report announcement. The notice of defect has to be as detailed as possible.
- 2. A material defect only exists if it can be reproduced or if it can be displayed by means of machine-generated issues.

General Terms and Conditions of Duwe-3d AG for the Temporary Licensing of Software module D3D++ for PolyWorks|Inspector™, Version June 2021



- 3. Software which has a material or title defect upon delivery or during the agreed term of use may at the option of Duwe be repaired, replaced or re-provided. Duwe may also fulfill its obligation for secondary performance in case of material defects of the Software by providing maintenance services in accordance with the respective current Duwe General Terms and Conditions for the Maintenance if these measures are reasonable for the Customer in the individual case. Further claims due to material or title defects, in particular any claims for reduction and for compensation of expenses or damages, only exist in accordance with the statutory provisions in case of a final failure of secondary performance and in case Duwe acted with willful intent or negligence.
- 4. To the extent it is not possible for Duwe to remove title defects at appropriate and reasonable conditions pursuant to paragraph 3 above or by other suitable means, Duwe may terminate this Agreement extraordinarily. In this case the fee is reimbursed to Customer on a pro rata basis, taking into account the actual term of use.

V. Liability

- 1. Duwe is liable
 - without any fault in case of claims under applicable strict product liability law,
 - in case of fraudulent misrepresentation,
 - in case of willful intent and gross negligence,
 - in case of simple negligence, for damages due to injury of body and health,
 - in case of simple negligence, in case of breach of core duties under the Agreement.
- 2. The preceding liability also applies in case Duwe's vicarious agents acted willfully or negligently, provided that they are legal representatives or employees of Duwe. In case of other vicarious agents, the objective liability of Duwe is limited to cases in which these vicarious agents acted with gross negligence or willful intent.
- 3. Duwe's liability is limited to the typically foreseeable damages. In case of loss of data, the liability is limited to the typical restoration costs which would have arisen in case of regular and risk-adequate production of back-up copies.
- 4. In all other cases, the liability of Duwe is excluded. This also applies to the liability of employees, representatives and vicarious agents of Duwe.

VI. Information Obligations

Upon request, the Customer will inform Duwe whether and to which extent the Software is used in accordance with the Software License Agreement and whether the obligation pursuant to section VII paragraph 2 is complied with. After prior written notice by Duwe, Duwe may check compliance with these obligations by the Customer on the Customer's premises. The Customer may request formation of a reasonable non-disclosure agreement as a condition precedent to such a control visit. The costs of the control visit will be borne by the Customer if a breach of obligation by the Customer is determined.

VII. Term of the Software License Agreement

- The Software License Agreement commences on the date set forth in the Agreement and remains in effect for one year, unless agreed otherwise. The right of each party to terminate extraordinarily for important cause remains unaffected.
- 2. In case of every termination of the Agreement, the Customers' right to continue using the Software will expire. Upon request of Duwe, the Customer is obligated to surrender the original Software data carrier as well as all copies made by the Customer or, at the option of Duwe, to delete or destroy them.

VIII. The Software module contains following thrid party software

The Software includes work derived from other projects. To use the software, you must accept the licenses. If you do not accept the licenses, do not use the software.

1. NLog (https://github.com/NLog/NLog)

Copyright (c) 2004-2018 Jaroslaw Kowalski <jaak@jkowalski.net>, Kim Christensen, Julian Verdurmen All rights reserved.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR

General Terms and Conditions of Duwe-3d AG for the Temporary Licensing of Software module D3D++ for PolyWorks|Inspector™, Version June 2021



CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

 Zeiss PiWeb-MeshModel (https://github.com/ZEISS-PiWeb/PiWeb-MeshModel) Copyright (c) 2017, ZEISS PiWeb

All rights reserved.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3. DotNetZip library (https://github.com/haf/DotNetZip.Semverd)

As DotNetZip includes work derived from other projects, you are required to comply with the terms and conditions for each of them. These licenses include BSD, Apache, and zlib. To use the software, you must accept the licenses. If you do not accept the licenses, do not use the software.

Copyright (c) 2006 - 2011 Dino Chiesa

Copyright (c) 2006, 2007, 2008, 2009 Dino Chiesa and Microsoft Corporation

Microsoft Public License (Ms-PL)

No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks. If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The managed ZLIB code included in Ionic.Zlib.dll and Ionic.Zip.dll is derived from jzlib jzlib (https://github.com/ymnk/jzlib) is provided under a BSD-style (3 clause)

Copyright (c) 2000,2001,2002,2003 ymnk, JCraft, Inc.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL JCRAFT, INC. OR ANY CONTRIBUTORS TO THIS SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The jzlib library, itself, is a re-implementation of ZLIB v1.1.3 in pure Java.

zlib is provided under the zlib license:

Copyright (C) 1995-2004 Jean-loup Gailly and Mark Adler

The ZLIB software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.

General Terms and Conditions of Duwe-3d AG for the Temporary Licensing of Software module D3D++ for PolyWorks|Inspector™, Version June 2021



The managed BZIP2 code included in Ionic.BZip2.dll and Ionic.Zip.dll is modified code, based on Java code in the Apache commons compress library.

Apache Commons Compress (http://commons.apache.org/proper/commons-compress/) is provided under the Apache 2 license:

Apache Commons Compress

Copyright 2002-2014 The Apache Software Foundation

Licensed to the Apache Software Foundation (ASF) under one or more contributor license agreements. See the NO-TICE file distributed with this work for additional information regarding copyright ownership. The ASF licenses this file to you under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

4. JamesNK/Newtonsoft.Json is licensed under the MIT License.

The MIT License (MIT)

Copyright (c) 2007 James Newton-King

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

IV. Miscellaneous

- Every Software License Agreement with the Customer, its conclusion and termination are subject to the laws of Switzerland, to the extent these General Terms and Conditions for the Temporary Licensing of Software do not provide otherwise. UN Sales Law (CISG) does not apply. The exclusive venue for disputes from or in connection with these agreements is Kempten (Allgäu) if the Customer is a merchant.
- 2. Should a provision of the Software License Agreement be or become invalid, the validity of this Agreement is not affected, unless the adherence to the Agreement would constitute an unreasonable hardship for one of the parties. The parties will replace the invalid provision with a valid provision which most closely resembles the intention of the parties upon formation of the Agreement.