

## **General Terms and Conditions of Duwe-3d AG for the Temporary Licensing of the 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.
3. 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.

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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.
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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.
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  - 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.
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1. 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 third party software**

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