General Service Conditions for Smart Services and Terms of Use

The following agreements provide the sole, binding legal foundation for the use of Smart Services, as well as the Smart Services dashboard and the Smart Services Remote Expert (software) from Carl Zeiss Industrielle Messtechnik GmbH by business customers (customer) for business purposes. Purchasing terms of the buyer contrary or deviating from these terms are not part of the agreement even if ZEISS does not explicitly contradict them.

1. General Subject Matter of Agreement

1. With Smart Services, customers receive the technical means to access ZEISS services for an overview of their connected ZEISS systems (CMMs, CMM status, qualification and maintenance planning), as well as additional services via telecommunication channels (Internet connection), and to use the services that fall within the scope of this agreement. For this purpose, ZEISS provides SMART Services software to customers and users authorized by the customer. Smart Services software and additional services, which are installed on the MasterConnect system and the application computer of the CMM, must be activated before these services can be used.

    Furthermore, *Managed Cloud Services* from Cisco is used to ensure a secure connection of the MasterConnect System with the ZEISS infrastructure and applications.

2. Performance Specifications:

The performance specifications are defined in **Appendix 1**:

3. Rights and Obligations

1. The customer shall undertake to render the following services, in particular:

    *   To pay on time and in accordance with paragraph 10 of this agreement the price for the use of services specified when the agreement was concluded.
    *   When the agreement is concluded, the customer shall designate the administrators and contacts, and protect its account and password against third-party access, and to not provide this information to third parties. The customer must enter into this agreement.
    *   The customer must ensure that all commercial trademarks and copyrights are complied with.
    *   To use the services, the customer requires terminals or the MasterConnect system, as well as a suitable data link whose configuration and technical level fulfill the latest specifications from ZEISS. If necessary, a mobile communications agreement will be configured by ZEISS, for which ZEISS shall contract the services of a mobile communications provider.

- The customer shall support ZEISS in the fulfillment of the agreement to the required extent and free of charge.

2. ZEISS shall undertake to render for a fee the services defined in this agreement, in particular:

- To provide and maintain the software in accordance with the agreed scope of functionality.
- To ensure support availability in Germany from 7:30 am to 5 pm (Monday to Friday), except national holidays. All problems and software bugs in ZEISS products and its infrastructure shall be rectified free of charge. The countries listed in **Appendix 2** are subject to the regulations in these countries.
- With sufficient prior notice, ZEISS is authorized to conduct routine updates and maintenance work on the hardware and software, which can interrupt or limit the services or software.
- Customized modifications to the software and consultation services is not included within the scope of this agreement. This may therefore incur additional charges. The services from ZEISS include, in particular, neither the provision and maintenance of the network connection, nor the hardware and software that must be provided by the customer.

4 Usage Rights on the Software

1. ZEISS or the respective originator is sole owner of intellectual property rights and any ancillary rights to the software. If the rights are owned by a third party, ZEISS holds the appropriate exploitation rights.
2. ZEISS grants the customer, as well users with a ZEISS ID created by the customer, a non-exclusive license for the duration of the agreement to use the Smart Services Remote Expert software and to access the Smart Services Dashboard via the Internet and to use it in this manner. The previously mentioned usage rights also apply to all upgrades and updates.
3. For other software from ZEISS or third parties, e.g. CISCO, the licensing terms in **Appendix 3** or referenced therein apply.
4. The customer is not permitted to transfer rights granted to them to third parties or to enable third parties to use the software in any way.
5. The customer shall undertake to use the software solely for its own purposes and allow access only to users it has registered. Usage for the purpose of associated companies requires the prior consent of ZEISS.

5 Usage Rights on CMM Data

1. Data generated by the customer's CMMs belongs exclusively to the customer (CMM data). The customer grants ZEISS, Carl Zeiss Industrielle Messtechnik GmbH and Carl Zeiss AG non-exclusive, non-sub-licensable, irrevocable usage rights to the CMM data from the CMMs listed in this agreement in order to render services to the customer, and to service and optimize its CMMs.
ZEISS is authorized to copy, save, analyze, process, filter, compare with third-party data and evaluate the CMM data in order to make recommendations to the customer for the optimization of its CMMs. Furthermore, ZEISS is authorized to

merge the customer's data in an anonymized form with data from third parties, and to reorganize, filter, modify, analyze and save this data with the goal of obtaining relevant information for the market for CMMs, CMM parts, consumables, software, CAD files and spare parts, as well as CMM-related services.

2. The dissemination of said CMM data to third parties or the use of this data by third parties is expressly prohibited.

6 Provision of Services

1. ZEISS has sole discretion in the technical implementation of services, provided that implementation complies with the regulations of these terms and conditions.
2. ZEISS is authorized to make changes to the agreed services if required by legal and/or regulatory general conditions. ZEISS shall give the customer sufficient notice about any changes.
3. ZEISS is authorized to make changes to the agreed services as long as the scope of services provided to the customer is not inhibited as a result and the customer does not incur any additional costs.
4. ZEISS is authorized to update and upgrade the software.
5. ZEISS can contract vicarious agents to render the services.

7 Microsoft Azure or Alternative SaaS Services

1. For the SaaS (Software as a Service) or cloud services, ZEISS has chosen to use *Microsoft Azure* in the form of the *Microsoft Cloud Germany;* this with knowledge of the scope of services of *Microsoft Azure* and the limited rights to service credits to be claimed within certain periods if the availability of Microsoft Azure is undercut.
2. ZEISS shall endeavor to maintain an agreement with Microsoft or a reseller for Microsoft Azure. Upon written request, ZEISS shall make the key contractual conditions accessible to the customer insofar as the conditions, such as the financial terms, are not subject to confidentiality.
3. ZEISS shall inform the customer in writing in good time if ZEISS intends to use an alternative to Microsoft Azure, and give the customer an opportunity to respond. The notification by ZEISS contains details about the services and contractual terms and conditions of the service provider for the alternative SaaS services to enable the customer to make a statement.
4. If, within one month of receipt of this written notification to the customer by ZEISS, ZEISS does not receive a written response from the customer stating an important reason why the service provider shall not replace Microsoft Azure with alternative SaaS services or cloud services, ZEISS is authorized to instruct the service provider to replace Microsoft Azure with the alternative SaaS services or cloud services.
5. The terms in 7.2 to 7.4 apply accordingly for the replacement of the service provider for the alternative SaaS services or cloud services.
6. For clarification, if Microsoft Azure is replaced or the service provider for the alternative SaaS services or cloud services is replaced, the terms and conditions for the modification of the agreement listed under 21 apply.
7. For Microsoft Azure, corresponding security regulations, etc. have been defined in the *Online Services Terms* (accessible via

http://www.microsoftvolumelicensing.com/ upon conclusion of the agreement) under, inter alia, *General Terms* and *Data Protection Terms*.

8. The hosting sites for the servers can be found in Appendix 3 in the link provided under Microsoft Azure Cloud.

8 Availability, Service Restrictions, Security, Force Majeure

1. ZEISS enables use of the software 24/7 (all day, every day).
2. Temporary delays, glitches and/or disruptions may at times be experienced due to unforeseeable and uncontrollable simultaneous access to the server by by the customer and other ZEISS partners, as well as other circumstances for which ZEISS cannot be held responsible.
3. Glitches may also occur as a result of technical modifications to ZEISS systems, maintenance work, updates or upgrades required for proper or improved operation.
4. The same applies to downtimes resulting from
   - Force Majeure
   - Actions by the customer, its employees or vicarious agents
   - Unavoidable service impairments due to changes requested by the customer or required by legal or regulatory stipulations
5. The customer is advised that extensive security precautions are used in conjunction with Smart Services. However, ZEISS does not have any influence regarding
   - That data transferred via the Internet can be intercepted by third parties
   - The transmission speeds on the Internet
   - The specific routes taken by data from ZEISS or the MasterConnect system, or the availability of solutions, servers and routers from other providers
6. ZEISS utilizes the technical and financial options that it deems best to make the software as secure as possible. This includes, in particular, protection against third-party access through the encrypted transmission of the entered data, as well as maintaining recognized security standards. The customer shall nonetheless accept that complete protection against harmful data is not possible.
7. In cases of force majeure, ZEISS is exempt from its obligation to provide services for the duration of the event. Force majeure is any incident that lies outside the control of the respective contractual partner, as well as any unforeseeable event through which the respective contractual partner is completely or partially prevented from rendering services.
8. Incidents of force majeure are, in particular, regulatory measures and not malfunctions caused by ZEISS. A disruption in the operation of the application within the sphere of responsibility of the data center provider used by ZEISS is not the result of force majeure and is the responsibility of ZEISS.

9 Obligations of the Customer

1. The customer shall provide ZEISS will any information required to render services.
2. The customer undertakes to enter its data, as well as that of its users, completely and correctly upon registration. The data must be updated promptly in the event of changes.
3. Furthermore, the customer must provide the technical foundation for ZEISS to provide the services as contracted.
4. The customer undertakes

- To comply with relevant instructions, in particular, to prevent third parties from obtaining passwords
- To inform ZEISS immediately of any detectable malfunctions and to support ZEISS during troubleshooting and elimination of defects by providing an accurate description of the problems, by informing ZEISS in detail, providing the necessary data and granting ZEISS a suitable amount of time for remedial action
- To use the software as intended

5. Furthermore, the customer undertakes to refrain from

- Allowing third parties access to the software without the prior written consent of ZEISS, excluding the customer's employees
- Misusing its access to disrupt and/or void the function and/or integrity of the software, technical systems, programs and/or data of third parties and/or ZEISS against its will, or to compromise the security of the system

6. If the customer fails to comply with the aforementioned duties, the resulting costs and/or expenses may be charged to the customer if it is at fault.

10 Compensation

1. The customer shall pay the agreed annual fee for services from ZEISS. Fees are invoiced annually. Fees include VAT where applicable.
2. Unless otherwise agreed, invoices are payable within 30 days after the invoice date. If the customer is in default of payment, ZEISS is authorized to suspend the account after 30 days and to delete the customer's data after another 30 days.
3. Invoices are sent to the customer electronically. If the customer requests an invoice by regular mail, ZEISS can demand a fee for this.
4. Invoices from ZEISS are considered as having been approved by the Customer if no objection is lodged with reasons within 30 days of the billing date. The objection must be made in writing. The time limit is complied with if the objection is dispatched in time.
5. Fees and other costs incurred through the payment of fees shall be borne by the customer.
6. ZEISS is entitled to adjust the fees annually. To do this, ZEISS must inform the customer 3 months in advance of the price increase taking effect. If the customer objects to the price increase, the customer must terminate the contract in writing with a termination period of 3 months after the price increase is announced, otherwise the price increase takes effect.

11 Conclusion of Contract, Duration

1. The service agreement and usage agreement come into effect upon conclusion of the contract and have a duration of 12 months. The agreement automatically extends for an additional 12 months unless one of the parties terminates the contract 3 months prior to the end of the contractual period.
2. Termination for cause remains unaffected. Cause exists, in particular, when the other party to the contract violates its contractual obligations in a grossly negligent manner and despite a written warning and/or deadline. Cause also exists, in particular, when the customer is in default of payment of fees, or significant parts

thereof, and fails to pay within a reasonable period of time after a reminder has been issued, or if an application for bankruptcy against the customer has been filed and/or such bankruptcy proceedings have begun.

3. In the event of an extraordinary termination of the contractual relationship by ZEISS due to the customer's culpable violation of obligations, the customer undertakes to compensate ZEISS for any damages resulting from the extraordinary termination.

4. Notice of termination must be given in writing. The agreement can - without complying with the written form - also be terminated via the administration window in the software if this option is available.

5. Upon written request by the customer, ZEISS shall delete the customer's data and CMM data.

6. If the customer sells the CMMs or systems, the obligation to pay the corresponding fees shall persist unless the third party enters into this contract with the written consent of ZEISS. ZEISS can only refuse to consent for good reason.

12 Warranty

1. ZEISS ensures that the software corresponds to the accepted rules of technology and has no defects which cancel or diminish the value or suitability for use which is considered normal or expected on the basis of this contract. A negligible reduction of usability will not be taken into account. The agreed functionality and described quality of the software are guaranteed.

2. The warranty does not cover any impairment of the software's functionality resulting from operator error by the customer or unsuitable environmental conditions provided by the customer.

3. In the event of defects of title, the customer shall immediately notify ZEISS in writing of any claims of third parties and shall leave control of the defence and related actions exclusively to ZEISS, provided this is reasonable for the customer. The customer shall provide ZEISS the required support, information and authority to conduct the above-mentioned actions.

4. The customer undertakes not to recognize any claims relating to defects of title without obtaining the prior written consent of ZEISS

5. Rights in accordance with mandatory legal provisions are not affected by the aforementioned stipulations.

13 Liability

1. ZEISS is liable for any intentional or grossly negligent damage caused by ZEISS or its vicarious agents.

2. If ZEISS offers public telecommunications services, the following provision applies for financial losses:
   If the customer suffers financial losses due to negligence on the part of ZEISS or its vicarious agents, ZEISS is liable for an amount of up to €50,000 per claim. With respect to collectively aggrieved parties ZEISS' liability is limited to €5 million per incident causing such damages. If compensations due to several parties as a result of one incident exceed the upper limit, compensation payments will be reduced by the proportion between the sum of all claims and maximum liability.

3. ZEISS is liable for any grossly negligent damage caused by ZEISS, its vicarious agents or executives. If such damages are caused by only minor negligence on the part of ZEISS, its legal representatives or executives, ZEISS shall be liable only for the violation of essential contractual obligations (cardinal obligations), and its liability is limited to foreseeable damage seen as typical for this type of contract. Essential contractual obligations are those obligations which are the very reason why the contract was concluded and whose compliance the respective contractual parties had reason to trust would be adhered to.
4. Subject to the regulations in 13.1 and 13.2, ZEISS is liable for vicarious agents that are not its legal representatives or executives only if they violated the essential contractual obligations (cardinal obligations) negligently. In this case, the liability of ZEISS is limited to the damage that is typical for this type of contract.
5. Unless data backups have been stipulated as a service to be rendered by ZEISS, the customer is responsible for backing up its data on a regular basis. Therefore, in the event that ZEISS causes the loss of data, ZEISS is only liable for the costs of reproducing the data from the customer's backup copies and for restoring such data that would also have been lost if proper backups had been done.
6. With regard to any claims for damages arising from the SaaS or cloud services which are due to the design of Microsoft Azure or Microsoft Cloud Service and for which Microsoft is at fault, or due to the design of Cisco Cloud Services for which Cisco is at fault, the customer is referred to Microsoft Deutschland GmbH, Walter-Gropius-Strasse 5, 80807 Munich, Germany, or Cisco International Limited, 9-11 New Square Park, Bedford Lakes, Feltham, England TW14 8HA, United Kingdom. ZEISS' liability is excluded in such cases and any claims are transferred now to the customer and the customer accepts this transfer through the acceptance of these terms of use.
7. Further liability on the part of ZEISS is excluded - regardless of legal basis.
8. Liability in accordance with the law on product liability and any other mandatory legal provisions are not affected by the aforementioned stipulations.

14 Compliance with Legal Provisions, Third-party Property Rights, Indemnity, Blocking

1. When entering or accessing data and information the customer undertakes to comply with legal and regulatory provisions, particularly those pertaining to data protection, criminal law, copyright and/or other provisions on intellectual property rights. The customer also undertakes to refrain from violating third-party rights.
2. Within the framework of what is legally permissible, ZEISS shall immediately notify the customer of any claims by third parties or authorities – or if there are any relevant indications – that the customer is violating legal and/or regulatory provisions or third-party rights.
3. The customer will exempt ZEISS from any liability based on its own violation of an obligation and shall support ZEISS' legal defence as best it can.
4. This provision also applies in cases when an obligation has been violated by one of the users for whom the customer is responsible.
5. If the breach that ZEISS is charged with is based on the violation of third-party copyright, trademark rights and/or other intellectual property rights as a result of data or other information which has been made available online by the customer or through ZEISS at the customer's instance, ZEISS is entitled to demand that the

customer covers any compensation payments, as well as the costs of adequate legal defence, provided that ZEISS is not to blame for contributory negligence.

6. The aforementioned obligations do not exist if the customer is not responsible for the corresponding violation.
7. ZEISS retains the right to temporarily block the software system for security reasons. In such cases, the customer must be informed immediately.
8. Furthermore, ZEISS is authorized to block the software if the customer is in default after a single reminder.
9. ZEISS has the right to block customer accounts with harmful content. The customer is notified about this when possible.
10. If an account is blocked, the customer is nevertheless obliged to continue paying its agreed fees.

15 Confidentiality

1. ZEISS and the customer, as well as their employees and other vicarious agents, undertake to treat as confidential any information gained as a result of the contractual relationship, or information still to be obtained, which is labeled as confidential or must be regarded as confidential under the circumstances. The fact that a business relationship exists between the contractual parties is not confidential information.
2. This obligation shall survive the termination of the agreement.
3. The confidentiality obligations do not apply to any information which

   - The recipient verifiably knew already or had access to before notification by the other contractual party
   - The recipient, after notification by the other contractual party, verifiably receives in a legal manner from third parties who are under no obligation to maintain confidentiality
   - Was public property of the professional world or became public property after being made known to the recipient as a result of publication or other reasons

4. Without prejudice to the aforementioned provisions, each contractual party is authorized to comply with their obligations to disclose also with respect to information given to them.

16 Data Protection, Export Control and Telecommunications Secrecy

1. ZEISS and the customer undertake to adhere to applicable data privacy provisions and to maintain telecommunications secrecy.
2. The customer has sole responsibility for obtaining any required declarations of consent of its contractual partners. If the customer collects, processes or uses personal data, either on his own or through ZEISS, it shall undertake to comply with data privacy regulations and, in the event of a violation, exempts ZEISS from all claims by third parties.
3. The customer remains solely responsible for data privacy and export controls for entered data and its storage in the cloud service. ZEISS does not control the legal permissibility of the entered data. The customer is solely responsible for such controls.

4. As the responsible party, the customer is responsible for observing the rights of those affected. The rights of those affected must therefore be observed by the customer. ZEISS shall support the customer in the completion of its tasks if requested in writing by the customers and the customer reimburses ZEISS for any costs incurred as a result of this support.

5. The customer is generally prohibited from demanding access to the premises in which the software application, the servers and operating software, as well as with other system components are operated. This does not affect the access rights of the customer's data protection officer following written notification to inspect compliance with the requirements under data protection law (§9 German data protection act), as well as the provider's other lawful and contractual handling of personal data in line with the operation of the product unless the provider regularly presents suitable testaments from independent third parties or its internal data protection officer. The customer undertakes to bear its own costs, as well as the costs of ZEISS incurred in the implementation of the controls.

17 Support

1. ZEISS provides free support (standard) to authorized users of the customer by email and telephone during its office hours. In general, inquiries will be answered within two business days.

2. ZEISS provides free support (standard) to the administrators of the software system by email and telephone during its office hours. In general, inquiries will be answered within one business day.

3. The customer can purchase additional support services.

18 Browser Support, Client System Requirements

The following browsers are supported: always use the latest version
1. Google Chrome
    Terms of Use: https://www.google.com/intl/en_uk/chrome/privacy/eula_text.html
2. Apple Safari
    Terms of Use: https://www.apple.com/legal/sla/docs/Safari10ElCapitan.pdf
3. Mozilla Firefox
    Terms of Use: https://www.mozilla.org/en-US/about/legal/

19 Public Disclosure

1. The customer authorizes ZEISS to add the name and trademarks of the customer to a list of ZEISS customers on the Internet or for advertising purposes. The customer also agrees to allow ZEISS to verbally refer to the customer as a customer of the products of services from ZEISS that are subject to this agreement.

2. The customer may revoke the right of ZEISS to use the customer's trademark in accordance with this agreement via written notification, providing sufficient time to discontinue use.

20 Applicable Law, Place of Performance, Jurisdiction, Contract Languages

1. All legal relationships between the contractual parties are subject to the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the Sale of Goods.
2. The place of performance is the headquarters of ZEISS.
3. The place of jurisdiction for all disputes and court proceedings resulting from or in connection with this agreement, including its validity, shall be Stuttgart, Germany. A possible exclusive place of jurisdiction remains unaffected.

21 Final provisions

1. There are no verbal collateral agreements.
2. Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.
3. Amendments and/or additions to this agreement must be made in writing. This also applies if the writing form requirement changes.
4. Subject to the regulations in 6.5, the contractual parties may transfer rights and obligations to a third party only after written consent has been obtained from the other party. This consent shall not be withheld unreasonably.
5. The following appendices shall be an integral part of these terms of use:

   Appendix 1 - Performance Specifications

   Appendix 2 - Country-specific Regulations

   Appendix 3 – Additional Software – Its Licensing Terms

Carl Zeiss Industrielle Messtechnik GmbH
Carl-Zeiss-Str. 22, 73447
Oberkochen, Germany
Management Board: Dr. Jochen Peter (President & CEO), Felix Hoben, Stefan Müller
Commercial registry: Ulm, HRB 501 561, Sales tax ID: DE 811 515 346
Support email: info.metrology.de@zeiss.com
Phone: +49 (0) 7364/ 20-6337

20 February 2019

Appendix 1 - Performance Specifications

Performance specifications

The *Smart Services Starter Kit* is a cloud-based service product that includes the *Smart Services Remote Expert* and the *Smart Services Dashboard* software applications.

The Smart Services Dashboard is a cloud-based monitoring application that provides users with an overview of all their CMMs. A cross-location overview is also possible. All of the customer's associated CMMs, as well as the key monitoring data, are listed on the overview page. The status of the CMMs is also shown using a stoplight logic. If the CMM is not green, there has been a corresponding event. Examples of such events occur when temperature limits are exceeded. Collisions, such as hard (>70mm/s) or soft (<70mm/s) collisions can also be displayed via the stoplight logic.

The following monitoring data is currently shown or will be in the future:

- Temperature of various probes
- Collisions with detailed information, location and time stamp
- Operating hours, utilization
- Number of probing points
- Travel paths of the X, Y and Z axes
- Speeds, acceleration

All available monitoring data that can be used for downstream measures is shown in detail in the detail view for each CMM. Furthermore, the maintenance and qualification plan can be integrated into the dashboard. If the stored limits are exceeded, notification can be sent via email or SMS (available in a later upgrade version). If there are any problems on the CMM and it becomes necessary to contact ZEISS Support, it is possible to directly send a ticket to ZEISS Support via the CMM detail view. This ticket is received directly by the coordinator of technical support or the Support employee, and corresponding measures are agreed with the customer.

The following data is permanently sent from the controller to the ZEISS cloud:

- Computer: computer name, hardware, operating system, date, time
- Software: main version, service pack, patch version, patch number, probe name, license data
- Coordinate measuring machine: CMM type, serial number, firmware version
- Control console type and firmware
- Probe type and serial number
- CMM measuring range
- Operating mode
- Temperature of all installed temperature sensors
- Collisions
- Operating data: probings, operating hours, accelerations, distances traveled per axis
- Controller operating system
- Controller error messages

The Smart Services Remote Expert is a new (also cloud-based) communication platform that allows customers to chat directly with ZEISS support if there are any problems with the CMM or software. Communication occurs in sessions. The purpose of the chat is to enable fast, uncomplicated troubleshooting directly on the customer's CMM or in the software. (The optimal solution is troubleshooting directly via the remote service in which a service engineer does not have to travel to the customer.) Customers can choose between software and hardware support. The chat is answered quickly by a support employee. Customers can thus work with ZEISS without putting in too much labor. Additional staff from the team of experts at ZEISS can be consulted directly from the chat. The chat history is permanently and traceably saved under a unique number and can be be view at any time. The chat history remains open as long as the customer's inquiry is being processed. The chat is closed and archived once the support session is successfully completed. The chat history can be deleted at any time upon request by the customer.

In addition to the chat function, the Smart Services Remote Expert offers many other functions, e.g.:

- The possibility to transfer large quantities of data
- Phone function
- Traceability of all communications and activities that took place for the respective CMM.
- Ad-hoc support
- The key function of the Smart Services Remote Expert is the classic teleservice that enables ZEISS support staff to work directly on the customers application computer and controller to diagnose the CMM and make repairs, if necessary..
- Globally scalable
- Conduct online training courses

The Smart Services Starter Kit uses the secure connectivity platform from CISCO. The permanent, secure and reliable connection between the application computer of the CMM and the ZEISS cloud is established via CISCO. A router from CISCO is used for this (MasterConnect system). Cisco operates the gateway and is responsible for the maintenance and malfunction clearance of the gateway.

As a result of the permanent, secure connection, all Smart Services can be offered ad hoc in an uncomplicated manner. Labor-intensive teleservice activities requiring approval are no longer required. The Smart Services Starter Kit offers three connectivity options. The connection between the MasterConnect system and the ZEISS applications can be established via mobile communications, the customer's wired guest LAN or the customer's network. Together with ZEISS, the customer decides which model to use and which downstream steps are necessary for a successful start-up.

The following software services are required for the Smart Services Starter Kit:

ZEISS Tracer service
ZEISS CMM Agent
ZEISS Smart Services

These services are installed when the Smart Services Starter Kit is installed and are primarily used to transmit data from the controller to the ZEISS cloud.

The Smart Services Starter Kit package price includes the following services:

- Access rights to the Smart Service Dashboard and view of all relevant and installed CMMs, parameters and monitoring data, as well as the creation of digital tickets and use of the telephone function.
- Access rights to the Smart Services Remote Expert and use of all available functions.
- The following services are included:
  - Remote support and diagnostics if there are any problems or malfunctions on the CMM
  - Annual CMM basic check-up
  - Remote support and diagnostics if there are any problems with the application software

Appendix 2 - Country-specific Regulations

Country-specific service hours and contacts:

Belgium
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss NV
Ikaroslaan 49
1930 Zaventem
Belgium

Denmark
Service hours: work days Mo-Fr, 8 am to 4 pm
Carl Zeiss A/S
Industrial Metrology
Bregnerødvej 133A, 1. sal
3460 Birkerød
Denmark

France
Service hours: work days Mo-Fr, 8:30 am to 5:30 pm
CARL ZEISS SAS
100 route de Versailles
78160 MARLY LE ROI
France

United Kingdom/ Ireland
Service hours: work days Mo-Fr, 8:30 am to 5:15 pm
Carl Zeiss Limited
2 Hadrians Way
Rugby
Warwickshire
CV21 1ST
United Kingdom

Italy
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss S.p.A. con socio unico
Via Varesina, 162
20156 Milan, MI
Italy

Netherlands/ Luxemburg
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss BV
Trapezium 300
3364 DL Sliedrecht
Netherlands

Austria
Service hours: work days Mo-Th, 8 am to 5 pm, Fr 8 am to 3 pm
Carl Zeiss Industrielle Messtechnik Austria GmbH
Rudersdorfer Str. 31
8055 Graz
Austria

Poland
Service hours: work days Mo-Fr, 8 am to 4 pm
Carl Zeiss Sp. z o.o.
Ul. Naramowicka 76
61-622 Poznań
Poland

Sweden
Service hours: work days Mo-Fr, 8:30 am to 4:30 pm
Carl Zeiss AB
Tegeluddsvägen 76
115 28 Stockholm
Sweden

Switzerland/ Lichtenstein
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss AG
Feldbachstr. 81
8714 Feldbach
Switzerland

Slovakia
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss Slovakia, s.r.o.
Račianska 12481/77/A
831 02 Bratislava 3
Slovakia

Slovenia
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss d.o.o.
Leskoškova cesta 6
1000 Ljubljana
Slovenia

Spain
Service hours: work days Mo-Fr, 8:30 am to 5:30 pm
Carl Zeiss Iberia SL
Calle Ronda de Poniente, 5
Tres Cantos 28760 Madrid
Spain

Czech Republic
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss spol. s r.o.
Radlická 14/3201
150 00 Prague 5
Czech Republic

Turkey
Service hours: work days Mo-Fr, 8:30 am to 5:30 pm
Carl Zeiss Teknoloji Çözümleri Tic.Ltd.Şti.
Nidakule Ataşehir Kuzey
Barbaros Mahallesi Begonya Sokak No: 3 Kat: 8
34746 Ataşehir/İstanbul
Turkey

Hungary
Service hours: work days Mo-Fr, 8 am to 5 pm
Carl Zeiss Industrielle Messtechnik Austria GmbH Magyarországi Fióktelepe
Gyár u. 2.
2040 Budaörs, Magyarország
Hungary

Appendix 3 – Additional Software and Its Licensing Terms

Cisco
1. **Software end user for software products from Cisco**https://www.cisco.com/go/eula
2. **Cisco Webex Meetings Privacy Data Sheet**
   https://www.cisco.com/c/dam/en_us/about/doing_business/trust-center/docs/cisco-webex-privacy-data-sheet.pdf
3. **Cisco Webex Teams Privacy Data Sheet**
   https://www.cisco.com/c/dam/en_us/about/doing_business/trust-center/docs/cisco-webex-teams-privacy-data-sheet.pdf
4. **The Cisco Trust Center**
   https://www.cisco.com/c/en/us/about/trust-center/solutions-privacy-data-sheets.html
5. **Remote Expert License agreement**
   Please review the license terms before using ZEISS Remote Expert
   1. DEFINITIONS IN GERMAN EULA
   "Contribution" means:
   a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
   b) in the case of each subsequent Contributor:
   I. changes to the Program;
   II. additions to the Program;
   where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.
   "Contributor" means any person or entity that distributes the Program.
   "Licensed Patents" mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.
   "Program" means the Contributions distributed in accordance with this Agreement.
   "Recipient" means anyone who receives the Program under this Agreement, including all Contributors.
   2. GRANT OF RIGHTS
   a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.
   b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.
   c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a

condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

ZEISS Tracer Service:

Software end user license agreement for software products from Carl Zeiss Industrielle Messtechnik GmbH

https://www.zeiss.com/metrology/imprint/legal-notice-general-terms-and-conditions.html?vaURL=www.zeiss.com/metrology/legal-notice

ZEISS CMM Agent:

Software end user license agreement for software products from Carl Zeiss Industrielle Messtechnik GmbH

https://www.zeiss.com/metrology/imprint/legal-notice-general-terms-and-conditions.html?vaURL=www.zeiss.com/metrology/legal-notice

ZEISS Smart Services Service:

Software end user license agreement for software products from Carl Zeiss Industrielle Messtechnik GmbH

https://www.zeiss.com/metrology/imprint/legal-notice-general-terms-and-conditions.html?vaURL=www.zeiss.com/metrology/legal-notice

Microsoft Azure Cloud: locations and terms of use

Azure locations:
https://azure.microsoft.com/en-gb/global-infrastructure/locations/

Terms of Use:
https://azure.microsoft.com/en-gb/support/legal/website-terms-of-use/
https://www.microsoft.com/en-gb/servicesagreement/default.aspx

ZEISS ID – user management/ terms of use:

https://id.zeiss.com/TermsAndConditions/UserAgreement?aid=882a2221-7c7f-4ed4-90a6-5ff4f1536222