



General Terms of Use and Licence Conditions ZEISS Digital Services

These Terms and Conditions govern the relationship between Customers and Carl Zeiss Industrielle Messtechnik GmbH ("ZEISS") to the extent that the Customers interacts with ZEISS products and services ("ZEISS Digital Services") of Carl Zeiss Industrielle Messtechnik GmbH and Carl Zeiss GOM Meteorology GmbH.

ZEISS offers its Digital Service via a single sign-on through the IQS Customer Registration Service (CRS), which collects the organizational information of Customers at ZEISS and connects it with provided ZEISS services, so that Customers are able to access several ZEISS services with one access portal.

With the initial and continued use and access of the ZEISS Digital Services, you as a Customer agree to the validity of these Terms and Conditions in their currently valid version.

1 General subject matter of the contract

1. With the ZEISS Digital Services, the Customer receives the technical possibility and authorisation to access a ZEISS Digital Service, a software or a hosted software application via Internet connection and to use the functionalities of the Digital Services application within the scope of this contract. For this purpose, ZEISS makes the Digital Services available for use by the Customer and the users authorised by the Customer.
2. Deviating terms and conditions of the Customer shall not apply, even if ZEISS does not expressly object to them.

2 Duties and obligations of the Customer

The Customer undertakes to fulfil the obligations set out in this contract, in particular

1. In the event that the ZEISS Digital Services are subject to a charge, to pay the price for the use of the ZEISS Digital Services specified upon conclusion of the contract in due time and in accordance with section 8 and 9 of this contract.
2. To name the administrators and contact persons when concluding the contract and to protect their account and customer password from unauthorised access and not to pass them on to third parties. The Customer must conclude this contract himself.
3. To ensure that all industrial property rights and copyrights are observed.
4. Not to use ZEISS Digital Services improperly or have it used improperly, in particular not to transmit any information offers with illegal or immoral content or to refer to such information that serves to incite hatred, incite criminal offences or glorify or trivialise violence, is sexually offensive or pornographic, is likely to seriously endanger children or young people morally or impair their well-being or may damage the reputation of ZEISS and the ZEISS Digital Services.
5. The provision and maintenance of the required end devices as well as a data line suitable for the use of the Digital Services, the configuration and technical status of which correspond to the current specifications of ZEISS.
6. To support ZEISS in the fulfilment of the contract to the necessary extent free of charge.
7. To handle the ZEISS ID required for the use of this service with care. The Customer is responsible for all activities carried out using their ZEISS ID.
8. To provide complete and truthful personal information and to always provide their real name, other data and data about their employment or employer. The Customer is also obliged to keep his data regularly up to date.
9. In the event of a change in the Customer's relationship with his employer, discontinue the use of ZEISS Digital Services.
10. To refrain from
 - Use another customer's login credentials or access an account belonging to another person.
 - Take any action that could disable, overburden, or impair the proper working or appearance of the ZEISS Digital Services, such as denial-of-service attacks, or interfere with any of the pages or other functionality of the ZEISS Digital Services.



11. To notify ZEISS immediately of any recognisable malfunctions and to support ZEISS in analysing and eliminating malfunctions by precisely describing any problems that occur, providing ZEISS with comprehensive information, making the necessary data available and allowing ZEISS a reasonable amount of time to eliminate the malfunction and to use the ZEISS Digital Services as intended.
12. To reimburse ZEISS for the costs and/or expenses incurred as a result of non-compliance with the above obligations if it is at fault.

3 Duties and obligations of ZEISS

ZEISS undertakes to provide the services specified in this contract for a fee, in particular:

1. To provide and maintain the ZEISS Digital Services for use in accordance with the agreed scope of functions.
2. To ensure support availability, whereby any problems and software errors caused by product defects on the part of ZEISS or its infrastructure will be rectified free of charge.
3. Customisation of the Digital Services and consulting services are not provided by ZEISS. In particular, the services of ZEISS do not include the provision and maintenance of the network connection or the hardware and software required by the Customer.

4 Subject matter of the contract

1. ZEISS offers the use of the ZEISS Digital Services for the duration of the contract.
2. Customers can use the ZEISS Digital Services to view, edit, download and upload their own content.

5 Rights of use

1. The copyright and all other ancillary copyrights to the Digital Services belong exclusively to ZEISS or the respective author. If the rights belong to third parties, ZEISS has the corresponding rights of exploitation.
2. During the term of the contract, ZEISS grants the Customer a non-exclusive, non-transferable, time-limited, revocable, geographically unlimited right to access the ZEISS Digital Services via the Internet and to use it in this way.
3. The Customer is not permitted to transfer the granted right to third parties or to enable third parties to use the Digital Services in any other way.
4. The Customer undertakes to use the Digital Services exclusively for its own purposes and not to make it accessible to any users other than those created. Use for the purposes of affiliated companies requires the prior consent of ZEISS.
5. The ZEISS Digital Services may not be used for purposes other than those stated above without the written consent of ZEISS; in particular, further marketing or competition analyses etc. are excluded.

6 Service provision

1. The technical implementation of the service is at the discretion of ZEISS, provided that the implementation is in accordance with the provisions of these terms and conditions.
2. ZEISS is authorized to make changes to the agreed services if and insofar as
 - This becomes mandatory due to legal and/or regulatory requirements. ZEISS shall inform the Customer of the changes with reasonable advance notice.
 - This does not restrict the scope of services for the Customer and the Customer does not incur any additional costs as a result.
3. ZEISS is authorized to update and further develop the ZEISS Digital Services.
4. In extreme cases of performance requirements, ZEISS has the right to suspend services or services after throttling or blocking at its own discretion.

7 Vicarious agents, Cloud Services

1. ZEISS may commission vicarious agents to perform the ZEISS Digital Services.
2. In particular, ZEISS may, at its own discretion, use cloud services for the provision of Digital Services.



8 Conclusion of contract (subject to a charge), duration of contract

1. The product presentation on the website does not constitute a binding application for the conclusion of a contract. Rather, it is a non-binding invitation to order the services.
2. **Conclusion of contract subject to a charge:** By clicking the button ["Order with costs"] the Customer submits a binding purchase offer (§ 145 BGB). After receipt of the purchase offer, the Customer will receive an automatically generated e-mail in which ZEISS confirms that ZEISS has received the Customer's order (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the purchase offer. A contract is not yet concluded by the confirmation of receipt. A contract for the services (SaaS) is only concluded when ZEISS expressly declares its acceptance of the purchase offer (order confirmation) or when ZEISS activates the Customer for the services - without prior express declaration of acceptance.
3. **Conclusion of contract without a charge:** By clicking on the button, the Customer can utilise the services of ZEISS Digital Services by means of the single sign-on offered by ZEISS.
4. Each contracting party may terminate the contract with a notice period of six (6) months to the end of the respective month.
5. Termination for good cause shall remain unaffected for both parties. Good cause shall be deemed to exist in particular if the other contracting party grossly breaches its contractual obligations despite a written warning and/or setting of a deadline. Good cause shall be deemed to exist in particular if the Customer is in default with the payment of fees or significant parts thereof and fails to pay the fee within a reasonable period of time even after a reminder or if an application for the opening of insolvency proceedings against the Customer's assets has been filed and/or such insolvency proceedings have been opened.
6. If the contractual relationship is extraordinarily terminated by ZEISS due to a culpable breach of duty by the Customer, the Customer undertakes to compensate ZEISS for the damage resulting from the extraordinary termination.
7. Cancellations must be made in writing. The contract can also be cancelled via the administration interface of the Digital Services without observing the written form requirement.
8. Six (6) months after termination of the contract, ZEISS will delete all of the Customer's data, in particular that of the users and the data entered by them. This does not affect statutory retention obligations. If the Customer requires the data to be stored for a longer period, the Customer must contact ZEISS.
9. ZEISS reserves especially the right to terminate access to the service with notification to the Customer if:
 - Customers violates these Terms and Conditions;
 - Customer uses the service in a way that would create a real risk of damage or loss for us or other Customers;
 - ZEISS discontinue the function of the service.

When a Customer account has been permanently deleted, ZEISS reserves the right to delete the uploaded content of Customers after a period of three months has expired. ZEISS will inform the Customer about the planned deletion four weeks in advance, using the provided email address.

9 Remuneration

1. The Customer pays the agreed monthly fee in euros for the services provided by ZEISS. Fees are invoiced every six months. The fee is subject to statutory value added tax, if applicable.
2. Unless otherwise agreed, invoices are due 30 days after invoicing. If the Customer is in arrears, ZEISS is authorised to block the account after 30 days and to delete the Customer's data after a further 30 days.
3. Invoices shall be provided to the Customer electronically. If the Customer requests that the invoices be sent by post, ZEISS may charge a fee for this.
4. Statements of charges from ZEISS shall be deemed to have been approved by the Customer if they are not objected to within 30 days of the invoice date, stating the reasons. The objection must be made in writing. Timely dispatch of the objection is sufficient to meet the deadline.
5. Fees and other costs incurred with the payment of the fee shall be borne by the Customer.
6. ZEISS is entitled to adjust the fee on 1 October of each year. To this end, ZEISS must inform the Customer 3 months before the price increase comes into effect. Should the price increase amount to more than 30%, the Customer has the right to terminate the contract in writing with a notice period of 3 months within one



month of the announcement of the price increase.

10 Guarantee

1. ZEISS warrants that the ZEISS Digital Services complies with the recognised rules of technology and is free from defects that cancel or reduce the value or suitability for the normal use or the use assumed under the contract. An insignificant reduction in usability shall not be taken into account. The agreed scope of functions and the described condition of the Digital Services are guaranteed.
2. The warranty is excluded for any functional impairment of the ZEISS Digital Services that is attributable to incorrect operation by the Customer or improper environmental conditions on the part of the Customer.
3. In the event of defects of title, the Customer shall inform ZEISS immediately in writing of any third-party claims and shall give ZEISS exclusive control over the defence and related actions, insofar as this is reasonable for the Customer. The Customer shall provide ZEISS with the necessary support, information and authorisation to carry out the aforementioned actions.
4. The Customer undertakes not to recognise any claims with regard to defects of title without the prior written consent of ZEISS.
5. The rights under mandatory statutory provisions remain unaffected by the above provisions.

11 Liability

1. ZEISS shall be liable without limitation for all damage caused intentionally by ZEISS or its vicarious agents.
2. Insofar as ZEISS offers telecommunication services to the public, the following regulation applies to financial losses:
 - ZEISS shall be liable for financial losses of the Customer caused by negligence on the part of ZEISS or its vicarious agents up to an amount of 12,500 euros per claim.
 - The liability of ZEISS towards all injured parties is limited to EUR 10 million for each event causing damage. If the compensation to be paid to several parties due to the same event exceeds the maximum limit, the compensation shall be reduced in proportion to the ratio of the sum of all claims for compensation to the maximum limit.
3. Otherwise, ZEISS shall have unlimited liability for damages caused by gross negligence on the part of ZEISS, its legal representatives or executives. If such damages are caused by ZEISS, its legal representatives or executives only through slight negligence, ZEISS shall only be liable for the breach of material contractual obligations (cardinal obligations), whereby its liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are Obligations on the basis of which the contract was concluded and on the fulfilment of which the respective contractual partner was entitled to rely.
4. Subject to the provisions in Sections 11.1 and 11.2, ZEISS shall only be liable for vicarious agents who are not its legal representatives or executives if they culpably breach contractual obligations (cardinal obligations). In this case, the liability of ZEISS shall be limited to the foreseeable damage typical for the contract.
5. If data backup is not included in the contractual service catalogue of ZEISS, the Customer is responsible for regularly backing up his data. In the event of a loss of data for which ZEISS is responsible, ZEISS shall therefore only be liable for the costs of duplicating the data from the backup copies to be created by the Customer and for restoring the data that would have been lost even if the data had been properly backed up. The strict liability of ZEISS for damages according to § 536 a BGB (German Civil Code) for defects existing at the time of conclusion of the contract is excluded. Sections 11.1 to 11.5 remain unaffected.
6. ZEISS is not liable for damages or frustrated expenses caused by simple negligence except in cases of a breach of essential obligations that endangers the purpose of the agreement or obligations, the fulfilment of which is essential for the proper performance of the agreement and upon the fulfilment of which you regularly rely or may rely (cardinal obligations), whereby the liability of ZEISS in each of these cases is limited to the damages or frustrated expenses that are, at the time the agreement is concluded, reasonably foreseeable in relation to this type of agreement.
7. Otherwise, ZEISS' liability - regardless of the legal grounds - is excluded.
8. Liability under the Product Liability Act and other mandatory statutory provisions shall remain unaffected by the above provisions.



12 Availability of the ZEISS Digital Services

1. ZEISS reserves the right to temporarily or permanently, partially or completely discontinue the operation of the ZEISS Digital Services. In this case, ZEISS will announce this in an appropriate place at least one month in advance.
2. It is up to ZEISS how the ZEISS Digital Services service and its functions are designed. ZEISS can change, expand or restrict this at any time.
3. ZEISS advises that events beyond its control can lead to the unavailability of the ZEISS Digital Services. It is also possible that this service could be temporarily unavailable due to maintenance work or updates. However, ZEISS endeavors to keep downtimes as short as possible and to ensure that all intended functions are available at all times.
4. If restrictions, settings, changes or failures in the options for use occur as described in this section, the Customer is not entitled to any claims for damages, reimbursement or similar against ZEISS.
5. Technical changes to ZEISS systems, maintenance work, updates or upgrades that are necessary for proper or improved operation may also result in disruptions.
6. The same applies to downtimes that are attributable to force majeure (force majeure is any event beyond the control of the respective contractual partner as well as any unforeseeable event that prevents the respective contractual partner from providing the service in whole or in part), fault of the Customer, its employees or vicarious agents, unavoidable service disruptions due to changes to the service ordered by the Customer or which have become mandatory due to legal or regulatory requirements.
7. ZEISS shall use what it considers to be technically and economically feasible options to make the ZEISS Digital Services available as securely as possible. This includes, in particular, protection against access by third parties through encrypted transmission of the data entered and the maintenance of recognised security standards. The Customer nevertheless recognises that complete protection against damaging data is not possible.

13 Responsibility of the Customer for content

The Customer is solely responsible and liable for

1. That he has the necessary rights to use his own or third-party content in connection with the use of this service and that the use of this content is in accordance with the statutory provisions.
2. The accuracy, quality, integrity and legality of the content uploaded by him.
3. That the service is not used for racist, discriminatory, pornographic, harmful to minors, politically extreme or otherwise illegal purposes or contrary to official regulations or requirements or that such content is created and/or stored.

14 Compliance with legal regulations

When entering and retrieving data and information, the Customer undertakes to comply with statutory and official regulations, in particular data protection law, criminal law, copyright law and/or other industrial property rights regulations.

15 Rules for interaction with other Customers

1. Posts may be written in English or German only. Links must be on topic only. Links which do not have any direct connection to the topic at hand or which advertise other websites will be removed without comment.
2. Insults, sexist or racist remarks of any kind are prohibited.
3. Customers is expressly prohibited from doing the following:
 - Misappropriating the ZEISS Digital Services to advertise websites or services
 - Sending unsolicited messages, advertisements, advertising or spam
 - Sending altered, misleading or incorrect sender information, including "spoofing" and "phishing"
 - Sending automatically generated comments
 - Offering goods or services (commercial or private)
 - Harassing, insulting or degrading others in any form
 - Violating the rights of third parties, especially copyrights



- Promoting protests or rallies of a political nature
 - Submitting comments not in English or German
 - Inciting violence against people, institutions or businesses
 - Posting or sharing pornographic or immoral content, or content that contains acts of violence or terrorist activities, including terrorist propaganda, Advocating hatred or discrimination against people or groups of people based on their religion, ethnic origin, gender, gender identity, sexual orientation, disability or impairment
 - Violating the law in any way, including storing, posting or releasing content that is fraudulent, defamatory or misleading
 - Invading the privacy or violating the rights of others
4. These rules are binding for all Customers. The role of the moderators is to ensure compliance with rules. They have the right to edit, move and delete posts if they consider it necessary. Failure to comply with our rules or the instructions of the moderators, even after being prompted to do so, will result in the Customer account being blocked. All posts by such Customers will be deleted immediately. The same applies in case of any breach of applicable laws.

16 ZEISS Digital Services for use as a learning platform

As part of the ZEISS Digital Services, ZEISS also offers a partial service in the form of a learning platform where information, knowledge objects and learning programs are presented. The ZEISS Learning Platform is a not a sales platform. If features of products from ZEISS or other companies affiliated with ZEISS within the meaning of §§ 15ff. AktG, this is for learning purposes only, not for product description.

17 Protection of the rights of others

1. The Customer acknowledges that the ZEISS Digital Services, information, texts, software, images, videos, graphics, sound and other materials (collectively "Materials") provided are protected by copyright, trademark, patent or other (industrial) property rights and that the copyrights and exploitation rights belong exclusively to either ZEISS or other licensors.

ZEISS assigns to the Customer the right, limited in time and space, to use the Materials or content provided under this Agreement for the performance of the Agreement in the manner specified by ZEISS.

2. When posting material, including avatars, to the forum, the Customers must comply with copyrights, copyright and trademark law, and rights to names. Text or images which do not comply with the above rules are prohibited from being posted, linked to or uploaded as an attachment. If Customers place material of this kind on this forum, they will indemnify us against all claims by third parties in connection with that material regardless of the legal basis of such claims. This indemnity also includes necessary reasonable costs of legal defense against third-party claims.

18 Data backup

1. The Customer undertakes to back up his data before entering it into the ZEISS Digital Services and to check that the files have been properly backed up.
2. If co-authorized by the Customer, ZEISS shall back up the Customer data entered at regular intervals, at least once a week. The backup saves the current status of the data so that, in the event of data loss, the data can be restored in accordance with the saved status.

19 Confidentiality

1. ZEISS and the Customer undertake to treat as confidential all information obtained or to be obtained within the scope of the contractual relationship and designated as confidential or to be regarded as confidential under the circumstances. The fact that a business relationship exists between the contracting parties does not constitute confidential information.
2. The obligation shall continue to apply after termination of the contract.
3. The confidentiality obligation does not apply to information that
- were demonstrably known or made accessible to the recipient of the information before the other party



to the contract became aware of it;

- are demonstrably disclosed to the recipient of the information by third parties who are not subject to a duty of confidentiality after the other party to the contract has disclosed the information;
 - were in the public domain as a result of publications or for any other reason or became public knowledge after disclosure.
4. Notwithstanding the aforementioned provisions, each contracting party shall be entitled to fulfil its statutory obligations to provide information also with regard to the information provided to it.

20 Data protection, export control

1. ZEISS and the Customer undertake to comply with the applicable data protection regulations and to maintain telecommunications secrecy.
2. The Customer is responsible for obtaining the necessary declarations of consent from its contractual partners. If the Customer collects, processes or uses personal data itself or with the help of ZEISS, it undertakes to comply with data protection regulations and shall indemnify ZEISS against all third-party claims in the event of a breach.
3. When passing on Digital Services, information, software, documentation or other technologies provided by ZEISS to third parties, the Customer must comply with the applicable national and international export control regulations. In any case, the Client shall comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America. In particular, the Customer shall check and take appropriate measures to ensure that, before passing on the goods:
 - it does not violate an embargo of the European Union and the United States of America by such disclosure to third parties or by providing other economic resources in connection with information, software, documentation or other technology provided by ZEISS.
 - information, software, documentation or other technologies provided by ZEISS are not intended for a prohibited or authorised armaments-related, nuclear or weapons-related use, unless any necessary authorisations have been obtained;
 - the regulations of all relevant sanctions lists of the European Union and the United States of America regarding business transactions with companies, persons or organisations named therein are complied with.
4. The Customer shall fully indemnify ZEISS against all claims asserted by authorities or other third parties due to non-compliance with export control obligations by the Customer and undertakes to compensate ZEISS for all damages and expenses incurred in this connection.
5. The fulfilment of the contract by ZEISS is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of foreign trade law and no embargoes and/or other sanctions.
6. As the person responsible for the processing of personal data within the meaning of data protection law, the Customer is responsible for safeguarding the rights of the data subjects. The rights of data subjects must therefore be exercised vis-à-vis the Customer. ZEISS shall support the Customer in the fulfilment of its obligations if the Customer requests ZEISS to do so in writing and the Customer reimburses ZEISS for the costs incurred by the support.
7. The Customer is generally not authorised to demand access to the premises of the Digital Services, server and operating software as well as other system components of the product. This does not affect the access rights of the Customer's data protection officer after written notification to check compliance with the legal requirements.

21 Changes to these Terms and Conditions

ZEISS reserves the right to update the Terms and Conditions at its own discretion, in particular due to changes to the applicable law or the further development of the service. The changes will be displayed to the Customer at login before they take effect and must be explicitly accepted by the Customer. If the Customer does not agree to the change of the Terms of Use, this service can no longer be used.



22 Miscellaneous

1. The law of the Federal Republic of Germany applies to the use of the service and all related legal relationships between ZEISS and the Customer. Application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) is excluded.
2. Should individual provisions of these Terms of Use be found to be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The parties agree to replace such invalid provision with a provision that most closely approximates the economic intent of the invalid provision. The same applies to any loopholes found in these Terms of Use.
3. The place of fulfilment is the registered office of ZEISS.
4. The place of jurisdiction for all disputes and types of proceedings arising from or in connection with this contract, including its validity, is Stuttgart (Germany). Any exclusive place of jurisdiction shall remain unaffected by this.
5. The failure of ZEISS to enforce any provision of this statement shall not constitute a waiver of any rights.
6. Any modification or waiver of these Terms of Use must be in writing and signed by ZEISS.
7. The customer shall not be entitled to assign his rights or obligations under this Agreement to any third party without the consent of ZEISS.
8. All rights and obligations that ZEISS has under these Terms of Use are freely assignable by ZEISS in connection with a merger, acquisition, sale of assets or by operation of law or otherwise.
9. This Statement does not grant any third party any preferential rights.
10. ZEISS reserves all rights not expressly granted to the Customer.
11. The Customer is obliged to comply with all applicable laws when using or accessing the ZEISS Digital Services.
12. Working days are all days from Monday to Friday, except public holidays.
13. Business hours are Monday-Friday, 9.00 a.m. to 5.00 p.m. Central European Time (CET).