

vTNC7 and HEIDENHAIN Digital Intelligence Software Support Terms and Conditions (Version: January 2026)

The following terms and conditions apply to all maintenance and support services of DR. JOHANNES HEIDENHAIN GmbH (hereinafter: "HEIDENHAIN" or "Service Provider") for maintaining the vTNC7 software and/or for all maintenance and support services pertaining to the HEIDENHAIN Digital Intelligence software (hereinafter: "contractual software"). Any terms and conditions of the contractual partner (hereinafter: "Customer") will not become terms of this agreement, even if HEIDENHAIN does not explicitly exclude them.

1. Defined terms

"Day" refers to a 24-hour period ending at midnight.

"Month" refers to a calendar month.

"Workday" refers to any day on which the commercial banks in the German federal state of Bavaria are open to the public.

"Year" refers to a period of 365 days.

"Options" are as described in the quotation or contract.

"Update version" refers to an optimized software version within the main version as stated in the quotation without a substantial change in functionality.

"Upgrade version" refers to a new software version within the stated main version including functional adaptations but without a substantial change in functionality. New upgrade versions may enable the provision of new software options.

"Main version" refers to a new software version that contains substantial changes exceeding those of an update version or upgrade version and are usually designated by a new major version number.

"Maintenance support services" refer to services as described below, particularly in Sections 2 and 3.

2. Software maintenance

Software maintenance encompasses updates and upgrades to the following extent:

2.1 Updates

The Service Provider makes updates available. The update service encompasses the updating of and service releases for the contractual software. Any updates will be made available electronically. A person designated by the Customer as the main contact person, along with possibly a substitute, will have access to the files. Update services may also be integrated into the upgrade version.

2.2 Upgrades

If applicable, the Service Provider may make available update versions of the contractual software for the current main version unless the main version has been discontinued. The upgrade service encompasses the updating of the contractual software for full versions and service releases published during the period in which upgrades are authorized. Any upgrades will be made available electronically. A main contact person, along with possibly a substitute, will have access to the files. Upgrades may contain improved functionality and modified parameters. It must therefore be taken into account that changes to the system requirements may apply to new upgrade versions. The Customer is solely responsible for evaluating and ensuring the compatibility of the upgrade prior to installing it.

2.3 Within the scope of an upgrade version, technological changes (e.g., to the hardware, operating system, and standards) as well as economic considerations, may result in changes to all product characteristics and to the removal of individual characteristics.

2.4 All versions are released solely for certain operating systems. This must be taken into account by the Customer when the version is updated.

2.5 Software maintenance is not with regard to new main versions but rather merely enables upgrades and updates within a main version (e.g., Version 1.2.X to Version 1.3, but not Version 1.3 to Version 2.0). The switch to a new main version may be offered as a separate service.

3. Helpline maintenance

During its regular operating hours (CET), the Service Provider will provide the Customer with a support service by phone (hereinafter: "helpline") in German and English:

Monday to Thursday: 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m.

Friday: 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m.

The phone number of the helpline is as follows: +49 8669 31-3103

The helpline may not be available or only partially available on public holidays. The public holiday regulations of the German federal state of Bavaria apply. Queries may be submitted by email to the following address: 3103@heidenhain.de.

An error report must contain at least the following items:

- A detailed description of the error, including regarding its reproducibility, if possible,
- Log files,
- The software version, and
- The time at which the error occurred
- If applicable: Information regarding the software versions of the controls

Written queries will be processed during the aforementioned operating hours. The Customer will therefore receive a response in a timely manner.

The helpline will be operated by trained, competent employees. When processing the query, the Service Provider will use its best knowledge and judgment to take all technically and economically reasonable measures to find a solution for the Customer. Unless otherwise agreed, any services exceeding more than two hours of work per year starting from the beginning of the license term are deemed to be not economically reasonable. Such services will be invoiced separately. The helpline will get a specialist involved to a reasonable extent for topics that require one.

If the Customer's support queries can be fulfilled only through R&D services, consulting services, or training courses about fundamentals, then such queries are not part of this agreement. The implementation of additional functionality is also not part of this agreement.

4. Exclusions

The following are not included within the scope of services:

- General support of the Customer on-site is not part of these maintenance terms and conditions. On-site services may be offered separately.
- The handling of malfunctions not due to the contractual software but rather to external factors, operating errors, configuration errors, hardware, third-party software, or the interface of third-party software. Upon the Customer's request, the Service Provider will, within the scope of its abilities, strive to resolve such malfunctions on the basis of a separate agreement in return for a fee.
- Control options that are necessary for use are not part of this agreement (e.g., HEIDENHAIN DNC).
- Adaptation of the software to the requirements of the Customer. These services may be offered separately.
- Errors, malfunctions, etc., due to unapproved use on the internet (virus, etc.)
- Support of third-party software
- The functioning of interfaces to third-party software (e.g., change to the design of the data model) including but not limited to the system requirements.
- Training courses, workshops, seminars, or other services exceeding the service obligations of these maintenance terms and conditions

Services that are not set forth within the scope of services in Section 2 (ff.) must be provided by the Service Provider only if there is a separate agreement. Such services are invoiced based on the time expended in accordance with the applicable price list plus any travel-related expenses. Expenses incurred through the act of reporting malfunctions arising from an excluded cause will also be invoiced.

5. Customer's duty to cooperate / requirements

The Customer shall install on his own the update or upgrade version of the contractual software provided by the Service Provider unless there is a separate agreement. The Service Provider will maintain only the latest updated or upgraded version of the contractual software. The Customer shall adopt new upgrade versions for practical use within three months upon their dispatch. After this period, the obligation to maintain the previous version expires without any reduction in the annual fee.

The Customer shall at his own cost install and make operable any new versions of third-party software necessary for using the new upgrade versions of the contractual software. In addition, the Customer shall ensure the compatibility of his own systems.

The Service Provider may provide his services via the helpline, through the remote transfer of data (e.g., via Microsoft Teams) or on-site at the Customer. The Customer shall provide at his own cost any required technology and expedient support services (e.g., devices and programs for the remote transfer of data, access to computing power, useful information, and documents). The Customer shall notify the Service Provider in writing (signed) regarding a contact person responsible for the Customer's rights and obligations arising from this maintenance support services agreement.

The Customer shall ensure that errors in the system that the Customer is responsible for are excluded in advance and that the system requirements are complied with. The Customer shall review the services of the Service Provider without undue delay after receiving them and promptly report any inadequacies appearing during the review. Any inadequacies that cannot be identified within the scope of a proper review must be promptly reported to the Service Provider upon their discovery.

6. Other support

Unless otherwise specified, the sharing or transfer of information, knowledge, advice, methods, processes, or procedures from the Service Provider to the Customer occurs on the basis of the as-is condition. Usage is at one's own risk without express approval and without implicit guarantees or assurances. The Service Provider is not liable for any errors or omissions contained therein.

7. Guarantee on maintenance support services

Claims to a guarantee of any kind, if existing, do not extend beyond a period of six months. If, during the examination of a defect complained about by the customer or during repair work, it becomes apparent that the complaint was unjustified, then the Service Provider is entitled to remuneration for the examination and/or repair work at the applicable hourly rate. The hourly rates are in accordance with the General Service Conditions of HEIDENHAIN, which can be viewed at <https://www.heidenhain.com/terms-of-business>. Excluded from the guarantee are all defects due to the Customer not following the requirements of the Service Provider, such as not complying with the system requirements or improper installation.

8. Liability

8.4 The Service Provider bears unlimited liability solely in the case of intent and gross negligence.

8.5 In the case of ordinary negligence, the Service Provider is liable except in the case of injury to life, limb, or health—only if fundamental contractual obligations (material obligations) are breached.

8.6 In the case of ordinary negligence, any liability for consequential and unforeseen damages, production disruptions, usage disruptions, lost profits, unrealized savings, and financial loss due to third-party claims is excluded, except in the case of injury to life, limb, or health.

8.7 All other liability except that which is set forth herein is excluded, without regard to the legal nature of the claim being asserted. The aforementioned limitations and exclusions of liability do not, however, apply to legally mandatory, no-fault liability (e.g., pursuant to the German Federal Product Liability Act) or to liability arising from a no-fault guarantee.

8.8 If liability is excluded or limited, then the same also applies to the personal liability of the employees, representatives, bodies, and agents of the Service Provider.

9a. Intellectual property rights

All materials and all notes, recordings, drawings, designs, inventions, improvements, R&D results, discoveries, and trade secrets that are conceived, manufactured, or discovered by employees of the Service Provider during or in connection with the performance of maintenance support services with regard to the Service Provider's equipment, software, and/or services, and all intellectual property rights contained therein are the sole and exclusive property of the Service Provider. The Service Provider is permitted to use any information, suggestions, or ideas provided by the Customer and relating to the Service Provider's equipment, software and/or services without compensation or fee to the Customer.

9b. Licenses and rights to and relating to software provided for use

With regard to updates and upgrade versions, precedence is given to the software terms and conditions in accordance with the license agreement regarding the use of the contractual software in the version valid at time the contract is concluded. The software terms and conditions are available at <https://www.heidenhain.com/terms-of-business>. The software terms and conditions regarding the use of the contractual software remain unaffected.

Without the prior written (signed) approval of the Service Provider, the Customer is prohibited from creating copies of the contractual software, the main version, updates, or upgrade versions and from exporting the contractual software, updates, or upgrade versions, or transferring the right to make copies thereof, to third parties. The Customer acknowledges that the contractual software, the updates, and the upgrade versions contain trade secrets of the Service Provider and that, in order to protect such trade secrets, the Customer is obligated not to disassemble, decompile, or reverse engineer.

10. Prices

The remuneration for the service offered by HEIDENHAIN is in accordance with the applicable quotation. Unless otherwise specified, the services are invoiced annually for the subsequent year. All prices are stated without the applicable statutory value added tax.

If HEIDENHAIN adjusts the usual remuneration for maintenance support stated in the currently valid price list for new customers, then HEIDENHAIN may adjust the remuneration agreed upon in the quotation accordingly. HEIDENHAIN is entitled to change the remuneration with a notice period of three months by means of a written adjustment declaration to the Customer, but not more than once per calendar year. HEIDENHAIN will set this price adjustment at its own discretion taking into account the currently valid price list for new customers (pursuant to Section 315 of the German Civil Code). In the event of an aforementioned price adjustment, the Customer is entitled to terminate the contract without a notice period, effective as of the date the price adjustment takes effect. If the Customer does not terminate the price adjustment before it takes effect, then the price adjustment will be binding at the time specified by HEIDENHAIN.

11. Force majeure

Limitations to performance due to force majeure or to unforeseen events for which HEIDENHAIN is not responsible, such as strikes, official directives, or epidemics, release HEIDENHAIN from the obligation to fulfill the agreed performance for the duration and scope of any such events.

12. Confidentiality clause

The Service Provider and the Customer shall keep confidential from third parties all information, business processes, and documents that one of the contracting parties makes available in connection with the agreement regarding maintenance support services and that are designated as confidential or regarding which an interest in confidentiality is discernible ("confidential information") unless they have already become common knowledge by a different means. This obligation also remains in force for three years after termination of the agreement regarding maintenance support services. The Service Provider and the Customer shall impose a corresponding obligation on any of their employees affected by agreement regarding maintenance support services. The Service Provider is entitled to disclose confidential information to connected companies and subcontractors if they have been obligated to maintain confidentiality equivalent to this provision.

13. Termination

Upon termination of the right to use the contractual software (pursuant to the license agreement), the corresponding agreement on maintenance support services will also terminate automatically with billing of the full annual fee.

Unless otherwise agreed, the agreement regarding software maintenance and support services is in accordance with the rental period in the case of rental licenses and otherwise in accordance with the period stated in the quotation for the maintenance contract. In the case of fixed-term licenses, the maintenance agreement automatically renews for another year unless the agreement is terminated in writing (signed) at least three months before expiration.

This does not affect the right of the parties to terminate the agreement regarding maintenance support services for good cause. Good cause is deemed to apply especially in the following cases:

- The customer is in default of payment of the annual fee by more than 60 days.
- Intellectual property rights were violated.
- The Customer modified the software.
- The Customer violated the software terms and conditions.

If, after expiration of the guarantee period, the Customer would like to order full or partial maintenance support from the Service Provider for the contractual software, then the Customer may conclude a new agreement with the Service Provider. This is conditional upon the customer paying the normal maintenance fee for the period in which he did not make use of the maintenance support plus a surcharge specified by the Service Provider.

14. Rights of data usage

14.1 For the purpose of providing software maintenance and support services and for the creation of individualized quotations for the Customer, the Customer shall grant to HEIDENHAIN and its connected companies, globally and for an unlimited time, the right to use any data collected from or provided by the Customer in connection with or during the provision of software maintenance and support services. "To use" the data means to store, copy, modify, analyze, provide, or otherwise process and use it or to allow third parties to use the data for the aforementioned purposes.

14.2 HEIDENHAIN is also authorized to use non-personal data to improve, expand, and develop services and products. This right of use includes the right to analyze non-personal data by means of AI and to use these data for the purpose of training AI.

14.3 However, this right of use does not exist with regard to the Customer's registered commercial property rights.

14.4 If the Customer receives the data from a third party, then the Customer shall ensure that HEIDENHAIN receives for an unlimited time the global right to use these data for the aforementioned purposes.

15. Miscellaneous provisions

Unless otherwise expressly agreed, neither the Customer nor the Service Provider may assign their rights or obligations under this agreement without the prior written (signed) consent of the respective other party.

During the term of the agreement on maintenance support services and for one year thereafter, the Customer shall not solicit for hire (directly or indirectly) any employee of the Service Provider engaged to perform any portion of these services without the consent (direct or indirect) of the service provider. In the event of a breach of this obligation, the Customer shall pay to the Service Provider a fee equal to 100% of that employee's annual compensation.

16. Governing law and jurisdiction

These terms and the contractual relationships between the Customer and HEIDENHAIN are governed by the law of the Federal Republic of Germany. Any application of the standards of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The exclusive place of jurisdiction is Traunstein, Germany. However, HEIDENHAIN reserves the right to choose the jurisdiction of the customer's place of business.

17. Final provisions

If any provision set forth in these terms and conditions is or becomes invalid, then all other provisions and stipulations remain in effect. Any changes to these terms and conditions must be made in writing (signed). This also applies to any change in the foregoing requirement for changes to be made in writing (signed). A waiver of this written form clause is permissible by way of an individual agreement.