

ToolsUnited Terms of Use

Stand 09/2017

§ 1 Introductory remarks

By registering online at www.toolsunited.com you (either an individual or a corporation) are agreeing to be bound by the terms of this agreement (or "contract" in the following). If you (the „user“ in the following) do not agree with the terms of this agreement, do not use ToolsUnited. In any case you may cancel your registration and/or the online-purchase of "ToolsUnited-Credits" within 14 days from the date of the Online registration. All license fees and/or purchase prices payed by you up to this date will be reimbursed without deductions.

§ 2 Legitimacy and power of representation

- (1) „You“ refers to you as a user of ToolsUnited, every person that is entitled to act in your name, your corporation and every legal entity that you represent or in which's name you use ToolsUnited.
- (2) You confirm that you are older than 18 years and that you have provided true and accurate information to ToolsUnited and will continue to do so in the future. You confirm that you are authorized to enter into this agreement and that you will comply with regulations stated below. You confirm that you act in good faith and that you do not have any knowledge that your actions may infringe rights of third parties or collide with such rights.
- (3) You agree that CIMSOURCE may adapt the terms of this agreement anytime and you agree to be bound to any reasonable change that CIMSOURCE GmbH makes.

§ 3 Cancellation policy

- (1) You (the customer) shall be entitled to withdraw from this contract within fourteen (14) days without giving any reason for doing so. The deadline for withdrawal shall be fourteen (14) days from the date on which the contract is set in force. In order to exercise the statutory right of withdrawal, you must notify us
CIMSOURCE GmbH
Kasernenstr. 22
52064 Aachen
Tel.: 0241/88877 0
Fax: 0241/88877 10
Email: Info@cimsource.com
of your decision to withdraw from this contract in a clear declaration (e.g. by sending a letter by mail, fax or email). You may use the withdrawal-template attached below for this purpose; however, this is not obligatory. To comply with the cancellation policy it shall be sufficient that the declaration to withdraw has been dispatched before the 14 days deadline is reached.
- (2) Consequences of withdrawal: If you withdraw from this contract, we shall reimburse any payments we have received from you, including delivery costs (excluding any additional costs incurred if you have selected a different type of delivery than the cheapest standard delivery option offered by us) without delay, but no later than fourteen (14) days after the day on which we receive the declaration to withdraw from this contract. We will use the same payment method you used for the original transaction in order to provide the reimbursement, unless otherwise expressly agreed; we will under no circumstances charge a service fee for the refund.
- (3) If you have used our services or requested to so within the 14 days cancellation period, you have to pay an appropriate amount which relates to the services rendered up to the date of your notice to us that you want to withdraw. The amount shall be related to pro rata payments of the flat rate calculated with 1/30 of the monthly fee for each day you used the service. Used TUCs shall not be reimbursed.

§ 4 Object of the agreement

- (1) Object of this agreement are the rights and obligations to the use the ToolsUnited-website developed by CIMSOURCE GmbH and to use the respective technology for the digital distribution of tool data. This includes a non-exclusive, non-transferable, non- sublicensed, restricted right and the respective license to use the tool data according to these terms of use.
- (2) With the user rights you are entitled to access the ToolsUnited-website, which is hosted on a server in Germany, via a telecommunication connection (e.g. Internet) and to use the features of the software application within the scope of this agreement; that is the selection of tools and the download of tool data for the manufacturing processes of the user.
- (3) CIMSOURCE GmbH is the owner of all rights of the software and the ToolsUnited-website and its documentation. The copyright, ownership and all other rights to the software and their later additions remain with CIMSOURCE GmbH.
- (4) CIMSOURCE GmbH provides the tool data on the basis of a mutual cooperation agreement with each tool supplier. Title to and ownership of all tool data, including any and all intellectual property rights relating thereto, shall remain the exclusive property of the respective tool supplier.

§ 5 Data portfolio and prices

- (1) The actual data portfolio (Content) is published and can be viewed online at www.toolsunited.com free of charge.
- (2) The tool data (Content) of ToolsUnited are provided "as presented" and "as available". Insofar CIMSOURCE does not make warranties with respect to the quality, to the accuracy and to completeness of the data and their respective representations and specifically disclaims any liabilities for voids or errors in the data portfolio. In no event will CIMSOURCE be liable to any person or legal entity for any direct, indirect, special or other consequential damages related to the use ToolsUnited data or any errors or omissions therein.

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- (3) CIMSOURCE receives a license fee in return for the user rights. The license fee is due either as a monthly/yearly license fee („Flat Rate“) or as „Pay-per-Use“-fee for each download. In any case the user is obliged to register at ToolsUnited prior to the download tool data. The license fee (Flat Rate) grants the rights to use the ToolsUnited-website and to download the data content without limitations for a period of one year, starting with the of the Online-registration. For the Pay-per-Use-option the user acquires so called ToolsUnited-Credits (TUCs), which entitle the download of a limited number of data records within one calendar year.
- (4) The licensed tool data are in general permanently available for download. Due to possible license limitations on the part of the tool suppliers or due to other reasons it may be possible that certain tool data may no longer be available for download in the future. CIMSOURCE shall not be liable in that case. However, the user may copy the licensed tool data to the „own tools“ section in ToolsUnited or download the data and store a copy of the data to use the data even if they are no longer available for download.
- (5) Purchases of TUCs shall not be reimbursed; these TUCs become void 365 days following the purchase date and lose their value. At CIMSOURCE's discretion the carryover of unused TUCs may be allowed beyond that date. The value of TUCs are subject to change. TUCs represent no monetary value beyond the ToolsUnited-web site and shall not be sold or traded. All TUCs become void and lose their value if this contract is terminated.
- (6) The current and binding prices are published at <http://www.toolsunited.com/Page/registation.html>. CIMSOURCE GmbH shall be entitled to reasonably increase the prices for the contracted services to compensate for eventual personal- or other cost increases. CIMSOURCE will communicate the price increases in writing or via email 6 month in advance; price increases shall not apply for user periods that have already been payed. If the price increase exceeds 5% of the current price, the user is entitled to terminate the entire agreement within six (6) weeks' notice to the end of the respective calendar month. If the user utilizes this right to terminate, CIMSOURCE will charge the current prices (no price increase) until the termination becomes effective. Price increases within 6 months after the conclusion of the agreement shall be excluded.

§ 6 User right

- (1) The user receives, for the term of this agreement, the non-transferrable, non-exclusive right to access the ToolsUnited website via telecommunication/web-browser and to use the ToolsUnited services according to the regulations of this agreement. Further rights, in particular concerning the ToolsUnited website, the software application, the database of standard tools or the operating software are denied.
- (2) The scope of the user right (flat rate option) granted according to § 4 para. 1 of this agreement is defined by the number of machine tools specified with the online-registration. The use of ToolsUnited beyond the specified number of machine tools shall require a separate agreement.
- (3) The user is not entitled to use ToolsUnited beyond the conditions laid down in this agreement or to allow it to be used by third parties or to make ToolsUnited accessible to third parties. In particular the user shall not reproduce, sell or permit the temporary use of ToolsUnited or parts thereof, including but not limited to the data, and shall not lease or rent it to third parties. Further to that the transfer of tool data to third parties is strictly prohibited without the prior written consent of CIMSOURCE.
- (4) The user shall not duplicate, publish or copy the ToolsUnited data or use the data for sales purposes unless the user is authorized by the respective tool supplier. The user shall be obliged to prove such authorization upon request by CIMSOURCE.
- (5) For every case in which the user culpably enables the use of ToolsUnited or the data by users not specified in the online-registration the user shall be obliged to pay damages equaling the compensation that would have become due for the minimum term (one year) of an agreement for this user in the respective license range (number of machines). The user retains the right to prove that CIMSOURCE does not suffer any damage whatsoever or that the damage is significantly smaller. CIMSOURCE GmbH's right to claim further damages or assert other rights shall remain unaffected.
- (6) In the event of an unauthorised transfer of use the user shall be obliged upon request of CIMSOURCE GmbH to disclose any information necessary for CIMSOURCE to assert the claims, in particular to disclose the name and address of the unauthorized user.
- (7) If the contractual use of ToolsUnited is impaired by property rights of third parties without CIMSOURCE at fault, CIMSOURCE shall be entitled to refuse the affected services. CIMSOURCE GmbH shall inform the user without delay and shall grant the user access to his data in an appropriate manner. The user is not obliged to payment in this case. Further claims or rights of the user shall remain unaffected.

§ 7 Data Protection, Data Security and Privacy

- (1) Both parties shall comply with the respective data protection laws, in particular with the data protection laws applicable in Germany, and shall obligate all employees affected by this agreement to data confidentiality according to § 5 BDSG (German data privacy act), if they are not already obligated to that effect in general.
- (2) .If the user obtains, processes or uses personal data directly or through ToolsUnited the user shall assume liability that he is, according to the applicable data security and privacy laws, entitled to do so and shall in case of an infringement of this duty indemnify CIMSOURCE GmbH against any third party claims in this respect.
- (3) The software application (web site), the server and the operating system and all other components of ToolsUnited are operated in a computer center in Germany. CIMSOURCE GmbH may award sub-contractors, but shall be obliged to impose an obligation corresponding to the preceding clause (order data administration) upon any sub-contractor.

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§ 8 Warranty

- (1) CIMSOURCE GmbH shall ensure, beginning with day of registration, that the web site (ToolsUnited) will function in accordance to the specification and/or the documentation (fact sheets) available online (for details please refer to the ToolsUnited Web page at www.toolsunited.com).
- (2) In addition CIMSOURCE GmbH warrants that the tool data which are stored in ToolsUnited comply with the specification of the neutral STANDARD OpenBase data exchange format, and that the data which are provided by tool suppliers have been reproduced in an appropriate manner.
- (3) The tool data provided by the tool suppliers constitute only general descriptions of performance and do not constitute warranted properties. CIMSOURCE GmbH does not warrant that the tool data provided by the tool suppliers are free of defects and/or errors and are up-to-date. CIMSOURCE GmbH does not warrant that the tool properties and/or tool libraries or single parametric tool models are suitable for the appropriate and correct representation of tools with the user's software applications.
- (4) To the maximum extent permitted by applicable law, CIMSOURCE GmbH disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software, the data content, the accompanying written materials, and any accompanying hardware.
- (5) The user is obliged to report in written form any defects or malfunction of ToolsUnited immediately after their detection. CIMSOURCE's warranty obligation shall be limited to CIMSOURCE's choice on a) rectification (subsequent improvement) or b) replacement delivery within the legal warranty period. The user shall, using reasonable judgment, grant CIMSOURCE GmbH the appropriate time and opportunity to remedy the defect.
- (6) If the elimination of a defect by means of rectification or replacement is unsuccessful within a reasonable period of grace, the user may demand a reduction of license fees or may withdraw from the agreement.
- (7) These warranty obligations are void if failure of the software or hardware (server) has resulted from accident, abuse or misapplication by the user. Outside Germany, neither these remedies nor any other product services offered by CIMSOURCE GmbH are available without proof by the user that he has purchased ToolsUnited from an authorized non-german source or from CIMSOURCE GmbH directly.
- (8) The previous paragraphs regulate in conclusion any warranty claims related to our services. Any further liability is determined in accordance with the regulations in the following § 9 (Limited liability).

§ 9 Limited liability

- (1) In case of gross negligence or willful intent CIMSOURCE GmbH shall be liable for all damages caused by CIMSOURCE GmbH, by CIMSOURCE's legal representatives or vicarious agents.
- (2) In the case of minor negligence resulting in injury of life, body and health CIMSOURCE GmbH shall be liable. In addition and with priority the liability of CIMSOURCE GmbH shall in the case of minor negligence be limited to claim damages and reimbursement of expenses, irrespective of legal ground, amounting to no more than 70% of the license cost and/or compensation (contract value) agreed upon at the conclusion of this agreement. The liability according paragraphs 9.1 and 9.2 sentence 1 remains unaffected by the provisions of this paragraph.
- (3) In all other cases CIMSOURCE GmbH is only liable for the infringement of essential contractual duties attributable to CIMSOURCE GmbH, CIMSOURCE's legal representatives or vicarious agents. In that case the liability is limited to compensation for foreseeable damages typical for this type of contract, in case of an annual contract limited to the compensation for one year, but not less than €3.000,-. Any further liability shall be excluded.
- (4) To the maximum extent permitted by applicable law, in no event shall CIMSOURCE GmbH or its suppliers be liable for any damages whatsoever (including, without limitations, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use ToolsUnited and/or tool data, even if CIMSOURCE GmbH has been advised of the possibility of such damages.
- (5) The regulations (§9. 1-4) shall apply to all claims for damages, irrespective of the legal ground, including but not limited to positive breach of contract, negligence at the time of contract closure, impermissible action.
- (6) The strict liability of CIMSOURCE GmbH for the compensation of damages (§ 536 a BGB) of defects/deficiencies existing at the date of signing of this agreement shall be excluded. § 9.1 and § 9.2 remain unaffected.
- (7) The liability according to the regulations of product liability "ProdHaftG" remain unaffected.

§ 10 Duties and obligations of the user

The user shall fulfill all of his duties and obligations of this contract required for the appropriate service delivery. The user shall in particular

- (1) pay the contracted fees by their due dates. For every direct debit not honored or returned the user has to reimburse CIMSOURCE GmbH any expenses incurred by that event to the extent of his responsibility in such incurrence of expenses;
- (2) state the total number of assets (number of NC machine tools) intended to service with ToolsUnited. Further to that the user shall inform CIMSOURCE GmbH about all changes relevant for scope of use (no. of machine tools supported) of ToolsUnited, triggered by organizational changes, investment programs and the like;
- (3) protect the assigned user and access credentials as well as the identification and/or log in keys from access by third parties and not transfer the credentials and/or identification/log in keys to unauthorized users;
- (4) ensure that (e.g. if data records are supplemented to facilitate the 3D generation with the ToolsUnited server) all intellectual property rights and copyrights are respected;
- (5) obtain the required consent of each individual, in case the user gathers, processes or uses personal data while using ToolsUnited and no other pertinent statutory provisions applies;

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- (6) not use ToolsUnited or cause ToolsUnited to be used abusively, especially not to transmit information with unlawful or immoral content or to refer to information that promotes sedition, leads to criminal offences or glorifies or trivializes violence, is sexually indecent or pornographic, is liable to corrupt the morals of children or young people or impair their welfare or which might damage the reputation of CIMSOURCE GmbH;
- (7) refrain from any attempt, either directly or through unauthorized third parties, to unlawfully access information or download data or to interfere or let others interfere with programs operated by CIMSOURCE GmbH or to intrude data networks of CIMSOURCE GmbH unauthorized;
- (8) not abuse the option to exchange electronic information for the dissemination of unsolicited news or information (including but not limited to e-mail) to third parties for promotional purposes (spamming);
- (9) indemnify, defend and hold CIMSOURCE GmbH harmless against all third-party claims based on unlawful use of ToolsUnited by the user directly or with his consent or which arise from data protection, intellectual property or other legal disputes related to the use of ToolsUnited. If the user realizes or should realize that a violation of this nature is about to occur, he shall be obliged to notify CIMSOURCE GmbH without undue delay
- (10) scan data and information from ToolsUnited prior to up-loading for viruses and use state of the art virus protection programs for that purpose;
- (11) oblige the according to §2 authorized users to comply with the regulations of § 10.3 through 10.8 as well as § 10.10 while using ToolsUnited;
- (12) execute until the termination of this contract regular downloads of all of his data and documents stored in ToolsUnited as back-up, because after the termination of the contract the access to these data may not be possible for the user anymore.

§ 11 Use of ToolsUnited contrary to contract

- (1) CIMSOURCE GmbH shall be entitled, in the case of an unlawful infringement of any of the substantial regulations and obligations specified in this agreement, in particular but not limited to the obligations of § 10.6 – 10.8, which are attributable directly or indirectly to the user, to lock the access to ToolsUnited and to the user's data. Access shall only be restored when the breach of the substantial obligation concerned has been remedied permanently or when the risk of a repeat breach can be ruled out reliably by way of a reasonable cease-and-desist declaration subject to penalty to CIMSOURCE GmbH. In this case, the user remains to be obliged to continuous payment of the monthly or yearly fees.
- (2) CIMSOURCE GmbH shall be entitled, in the case of breach of § 10.6 – 10.8, to delete the affected data.
- (3) In case of a culpable breach of the regulations specified in § 10.1 and § 10.2, attributable to the user, the user shall be obliged to pay for damages in the amount of € 5.000,-. The amount of claim shall be set higher if CIMSOURCE GmbH provides evidence of higher damage or lower if the user provides evidence that the damage is significant lower; the user may also prove that no damage is evident. CIMSOURCE GmbH reserves the right to assert further claims for damages.
- (4) In case of a culpable breach of the regulations specified in § 10.6 and § 10.8, attributable to the user, the user shall be obliged to disclose upon request of CIMSOURCE GmbH and without delay all information which is required for asserting claims against the user, in particular to disclose the name and address of the (unauthorized) user.

§ 12 Payment conditions

- (1) All prices are quoted excluding the local, statutory value-added-tax. Invoices are payable net upon receipt of invoice, if not stated otherwise in the order confirmation
- (2) Monthly fees are payable pro rata, incipient with the day the ToolsUnited-service is activated initially, for the rest of the calendar month. After that monthly fees are payable in advance for each month. Pro rata payments are calculated with 1/30 of the monthly fee.
- (3) .Yearly fees are payable in advance, no later than 14 days after ToolsUnited has been activated.
- (4) TUCs will be charged according to the selected payment method and are directly payable.
- (5) All other fees are payable after the services have been rendered.
- (6) If the user does not share in the direct debiting system, the amount invoiced has to be credited to the account indicated in the invoice within ten days from the reception of the invoice or CIMSOURCE GmbH must have received a check for the invoiced amount by that date.
- (7) If you grant CIMSOURCE a SEPA Direct Debit Mandate, payment is collected from your bank account by means of a direct debit. Your account will be debited with the purchase price the 1st bank business day following the conclusion of the contract by our partner Novalnet AG, Gutenbergstraße 2, 85737 Ismaning, under the creditor ID: DE53ZZZ00000004253. The period of Pre-Notification shall be reduced to one (1) day. The customer has to provide for a sufficient coverage on the given account. All costs due to the return or non-payment of a debit entry shall be paid by the customer, if not CIMSOURCE has caused the return or non-payment.

§ 13 Default of payment, delay of activation

- (1) If the user is in arrears with payments, CIMSOURCE GmbH is entitled to charge interest on the arrears at the rate of two percentage points above the interest invoiced by its commercial bank for business credit. If the user is substantially in arrears with payments (more than 30% auf the contract value) CIMSOURCE shall be entitled to lock the access to ToolsUnited. In this case the user's obligation to pay the monthly/yearly fees remain untouched.
- (2) If the user is arrears with the payments of two subsequent months or with a substantial fraction of the fees or for a period of more than two months with payments outstanding that amount to more than the fee for two months CIMSOURCE GmbH shall be entitled to terminate the agreement with immediate effect and to claim liquidated

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damages amounting to 25% of the (monthly) fees that would have become due for the regular term of the agreement.

- (3) The amount of claim shall be set higher if CIMSOURCE GmbH provides evidence of higher damage or lower if the user provides evidence that the damage is significant lower.
- (4) CIMSOURCE GmbH reserves the right to assert further claims arising from a default in payment.
- (5) If CIMSOURCE GmbH delays the activation of ToolsUnited and/or the respective services CIMSOURCE GmbH shall be liable according to the regulations of § 9. The user is entitled to withdraw from the agreement only if CIMSOURCE GmbH fails to meet a period of grace, that has to be two weeks or longer, set by the user.

§ 14 Force majeure

- (1) Incidents of force majeure that make it difficult or impossible for CIMSOURCE GmbH to fulfill the contract shall waive CIMSOURCE's obligation to deliver and/or to postpone its obligations for the time of the hindrance.
- (2) Incidents of force majeure include but are not limited to war, strike, lock-out, riots, expropriations, substantial changes in law, storms, floods and other natural disasters and other incidents not attributable to CIMSOURCE including, but not limited to water intrusions, power cuts and interruptions or destruction of data carrying lines.
- (3) Each party of the agreement shall inform the other party immediately in writing about any incident of force majeure.

§ 15 Inception and term of contract, termination

- (1) The contract shall be in force from the day the service is initially provided ready for operation. The minimum term of contract shall be 12 months and starts with the day ToolsUnited is provided ready for operation. ToolsUnited is provided ready for operation if CIMSOURCE GmbH has communicated the access codes (access to operational ToolsUnited) to the user and the user has logged in for the first time.
- (2) The contract may be terminated by both parties at the earliest upon the expiration of the minimum term of contract with 3 calendar months notice. Otherwise the contract shall be prolonged by increments of 12 months (1 year) and may be terminated at the end of each contract term with 3 months notice.
- (3) The right for termination for cause remains unaffected.
- (4) Notices of termination shall always be made in writing.

§ 16 Duties after termination of the contract

- (1) With the termination of this contract CIMSOURCE GmbH shall be obliged, upon request of the user, to transfer to the user all information that was transferred to or obtained by CIMSOURCE GmbH or was obtained by order of the user or that was generated with the help of the user and to delete it after successful transfer. If the user does not demand the transfer of data despite a written notice of CIMSOURCE GmbH, these data shall be deleted after a further notice about their destruction.

§ 17 Confidentiality

- (1) Should the user receive information which is not generally available concerning the technology and methodology of the electronic tool data distribution, the client shall be obliged to treat this information confidentially, and not to make the information available to third parties. The client shall also treat as confidential all source codes, objects, libraries and executable programs as well as any files and documentation.
- (2) This confidentiality obligation shall apply also to employees of the user and stay effective even if they have left the company the user.
- (3) If it becomes necessary to transfer information concerning the electronic data distribution to third parties that is subject of this non-disclosure agreement, user shall be obliged to obtain the prior written consent of CIMSOURCE GmbH.
- (4) This confidentiality obligation shall not apply to information, knowledge and experiences that
 - (a) is publicly available without breach of this non-disclosure agreement,
 - (b) was proven already known prior to the disclosure by CIMSOURCE GmbH;
 - (c) has been disclosed to the receiving party by a third party who is not in breach of a non-disclosure agreement,
 - (d) has been developed independently by the receiving party without breach of a non-disclosure agreement,
 - (e) the receiving party is required to disclose to governmental authorities by applicable laws or
 - (f) that the receiving party is required to disclose by order of a court or regulatory authority.

§ 18 Final

- (1) The user may transfer rights and obligation of this contract to third parties only with the prior written consent of CIMSOURCE GmbH. CIMSOURCE GmbH however shall be entitled to transfer rights and obligations of this contract to a group company according to § 15 German Stock Corporation Act (Aktengesetz). The user shall be informed in writing about this by CIMSOURCE GmbH.
- (2) The fulfillment of any obligations in this agreement and the jurisdiction of any disputes in connection with this contract will be carried out in Aachen, Germany. Applicable law is solely the law of Germany (Bundesrepublik Deutschland). For the interpretation of these terms the German version of this contract shall be used.

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Withdrawal Template

(If you want to withdraw from the contract, please fill out this template and send it back to us.)

To: CIMSOURCE GmbH
Kasernenstraße 22
52064 Aachen
Germany

Fax: +49 241 88877-10
E-Mail: info@cimsource.com

I/we (*) hereby withdraw from the contract I/we (*) entered into about the purchase of the following goods (*)/
the rendering of the following service (s) (*):

Ordered (date) (*)/received (date) (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if printed on paper)

Date

(*) Deplete as applicable.