



General Software Licence Terms and Conditions

1. Interpretation

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 17.3.

Contract: the contract between ZEISS and the Customer for the purchase of Software in accordance with these Conditions.

Customer: the person or firm who purchases the Software from ZEISS.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

EULA: means the relevant end user licence agreement and/or any additional user terms set out in Annex A.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Licence Fee(s): the fees payable to ZEISS for the licence of the Software as set out in the Quotation.

Licence Certificate: any certificate or delivery note issued by ZEISS to the Customer in connection with the licence of the Software or otherwise provided by ZEISS.

Licence Period: as defined in the Quotation and/or the EULA.

Open-Source Software: open-source software as defined by the Open Source Initiative ([osso9.nodmrt qd-nqf](#)) or the Free Software Foundation ([osso9.v v v -endf](#)).

Order: the Customer's order for the Software as set out in the Customer's purchase order form, the Customer's written acceptance of the Quotation, or overleaf, as the case may be.



parties or party: means the Customer and ZEISS.

Quotation: means the quotation for the licence of the Software as provided by ZEISS to the Customer.

Software: as described in the Quotation.

Specification: the document detailing the specification of the Software which forms part of the EULA and/or the Quotation, or as otherwise provided by ZEISS.

Third-Party Additional Terms: the additional terms and conditions as notified or otherwise provided by ZEISS.

Third-Party Software: the third-party software identified in the Third-Party Additional Terms and/or otherwise referred to under the EULA.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.

ZEISS: Carl Zeiss Limited, a private limited company incorporated and registered in England and Wales with company number 00542141 whose registered office is at ZEISS House, 1030 Cambourne Business Park, Cambourne, Cambridge, England, CB23 6DW.

- 1.1 The headings in these Conditions are inserted for convenience only and will not affect its construction. Except where the context otherwise requires, references to conditions and Annexures are to conditions and Annexures of these Conditions.
- 1.2 Annex A and any Third-Party Additional Terms (if any) form part of the Contract and will have effect as if set out in full in the body of the Contract. Any reference to the Contract includes Annex A and Third-Party Additional Terms.
- 1.3 Unless the context otherwise requires:
 - (a) words in the singular will include the plural and in the plural will include the singular.
 - (b) a reference to one gender shall include a reference to the other genders.
 - (c) a reference to any party shall include that party's personal representatives, successors and permitted assigns.
 - (d) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
 - (e) Any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.



- 1.4 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 A reference to **writing** or **written** includes email.
- 1.7 If there is any conflict or ambiguity between the Quotation, the Conditions, the Specification, the EULA and the Third-Party Additional Terms, the documents shall have priority in the following order:
 - (a) EULA;
 - (b) Specification;
 - (c) Quotation;
 - (d) Conditions; and
 - (e) Third-Party Additional Terms.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 ZEISS will provide the Customer with a Quotation and, if the Customer wishes to proceed, it will submit an Order to ZEISS within any validity period set out in a Quotation.
- 2.3 The Order constitutes an offer by the Customer to purchase the Software in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.4 The Order will only be deemed to be accepted when ZEISS issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.

3. Delivery

- 3.1 Following acceptance of an Order, ZEISS will use reasonable endeavours to deliver (or, where applicable, make available for delivery via download) one copy of the Software in the delivery format set out in the Quotation (or otherwise agreed in



writing by the parties) to the Customer by any estimated delivery date provided by ZEISS.

- 3.2 Risk in any tangible media on which the Software is delivered will pass on delivery to the Customer.
- 3.3 Installation of the Software is carried out by the Customer in accordance with instructions provided by ZEISS. Additional fees will be payable (as notified by ZEISS) if the Customer requires ZEISS to install the Software.

4. Licence

- 4.1 In consideration of payment of the Licence Fee by the Customer, ZEISS grants to the Customer a non-exclusive, non-transferable licence for the Licence Period to use the Software.
- 4.2 Where detailed in the Quotation and/or the Licence Certificate, the Software can only be installed and used at the named Customer site(s).
- 4.3 In relation to scope of use:
 - (a) for the purposes of condition 4.1 use of the Software will:
 - (i) be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer); and
 - (ii) be subject to compliance with the terms of the EULA.
 - (b) the Customer may not use the Software other than as specified in condition 4.1 and condition 4.3(a) without the prior written consent of ZEISS, and the Customer acknowledges that additional fees may be payable on any change of use approved by ZEISS;
 - (c) the Customer may make backup copies of the Software as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying;
 - (d) except as expressly stated in this condition 4, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of

integrating the operation of the Software with the operation of other software or systems used by the Customer, unless ZEISS is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request ZEISS to carry out such action or to provide such information (and will meet the reasonable costs of ZEISS in providing that information) before undertaking any such reduction;

- (e) the Third-Party Software will be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software will be subject to the Third-Party Additional Terms;
- (f) the Customer will indemnify and hold ZEISS harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third-Party Additional Terms howsoever arising; and
- (g) ZEISS may treat the Customer's breach of any Third-Party Additional Terms as a breach of this licence.

4.4 The Customer may not use information provided by ZEISS or obtained by the Customer during any reduction permitted under condition clause 4.3(d) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

4.5 The Customer shall:

- (a) ensure that the number of persons using the Software does not exceed the number and type of permitted users set out in the Quotation and/or the Licence Certificate;
- (b) ensure that the Software is installed on designated equipment only as permitted by the licence type detailed in the Quotation and/or the Licence Certificate (or as otherwise agreed in writing by ZEISS);
- (c) keep sufficient records to evidence compliance with conditions 4.5(a) and (b) and produce such records to ZEISS on request from time to time;
- (d) notify ZEISS as soon as it becomes aware of any unauthorized use of the Software by any person; and
- (e) pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which ZEISS would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when



such use commenced together with interest at the rate provided for in condition 6.5, from such date to the date of payment.

- 4.6 The Customer shall permit ZEISS to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with the Contract, for the purposes of ensuring that the Customer is complying with the terms of the Contract, provided that ZEISS provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

5. Maintenance Services

- 5.1 ZEISS will provide the Customer with updates and hotfixes generally made available to its customers to correct faults in, or add functionality to, the Software. Any such updates will not include the provision of new versions of the Software. New versions of the Software are available under a separate software licence or software maintenance agreement.

6. Fees

- 6.1 Subject to receipt of a valid invoice from ZEISS, the Customer shall pay ZEISS the Licence Fees. The Customer shall pay each invoice submitted by ZEISS on the earlier of (i) the payment dates set out in the Quotation and (ii) 30 days from the date of invoice.
- 6.2 All amounts payable by the Customer under the Contract are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract by ZEISS to the Customer, the Customer shall, on receipt of a valid VAT invoice from ZEISS, pay to ZEISS such additional amounts in respect of VAT as are chargeable on the licence of the Software under the Contract.
- 6.3 Without prejudice to condition 6.2, the Customer shall pay any stamp duties or similar transfer taxes imposed on the supplies made under the Contract and shall reimburse ZEISS for any such stamp duties or similar transfer taxes paid by ZEISS.
- 6.4 If the Customer is required to make any deduction for or on account of tax from any payment due under the Contract ("**Tax Deduction**"):
 - (a) the Customer shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to ZEISS that it has so accounted; and
 - (b) the amount of the payment due under the Contract shall be increased so that ZEISS receives an amount equal to the amount that would have

been received by it, had the Customer not been required to make any Tax Deduction.

- 6.5 The Customer and ZEISS shall co-operate to minimise the amount of any Tax Deduction. If following the making of a Tax Deduction, ZEISS determines in its sole discretion that it (or any member of the ZEISS group) has received and retained any credit, relief or other benefit as a result of the Tax Deduction, ZEISS shall pay such amount to the Customer as ZEISS determines in its sole discretion would leave ZEISS in the same position as if the Customer had not been required to make any Tax Deduction.
- 6.6 If the Customer fails to make any payment due to ZEISS under the Contract by the due date for payment, then, without limiting the remedies of ZEISS under condition 12 the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the then current base lending rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7. Confidentiality and publicity

- 7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by condition 7.2.
- 7.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 7; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 7.4 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties

(such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

8. Export

8.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Contract (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (“**Export Control Laws**”), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

8.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

8.3 Customer will indemnify and hold ZEISS harmless against any costs, claims, damages or expenses suffered or incurred by the Customer due to any failure of the Customer to comply with any of its obligations under this condition 8.

9. ZEISS warranties

9.1 ZEISS warrants that the Software will conform in all material respects to the Specification for a period of 12 months from the date of delivery (“**Warranty Period**”). If, within the Warranty Period, the Customer notifies ZEISS in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by ZEISS, or it has not been loaded onto ZEISS specified or suitably configured equipment, ZEISS will, at its’ option, do one of the following:

- (a) repair the Software;
- (b) replace the Software; or
- (c) terminate the Contract immediately by notice in writing to the Customer and refund any of the Licence Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist ZEISS in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable ZEISS to re-create the defect or fault.

- 9.2 ZEISS does not warrant that the use of the Software will be uninterrupted or error-free.
- 9.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.
- 9.4 The Customer acknowledges that any Open-Source Software provided by ZEISS is provided "as is" and expressly subject to the disclaimer in condition 9.5.
- 9.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10. Limits of Liability

- 10.1 Except as expressly stated in condition 10.2:
 - (a) ZEISS shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if ZEISS was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;

- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data;
- (vii) wasted expenditure,

provided that this condition 9.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of condition 9.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vii) inclusive of this condition 9.1(a);

- (b) the total liability of ZEISS, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract (including under any indemnity) or any collateral contract, shall in no circumstances exceed a sum equal to the Licence Fee paid in the 12 month period immediately preceding the date on which the liability arose; and
- (c) the Customer agrees that, in entering into the Contract, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Contract or (if it did rely on any representations, whether written or oral, not expressly set out in the Contract) that it shall have no remedy in respect of such representations and (in either case) ZEISS shall have no liability in any circumstances otherwise than in accordance with the express terms of the Contract.

10.2 The exclusions in condition 9.5 and 10.1 shall apply to the fullest extent permissible at law, but ZEISS does not exclude liability for:

- (a) death or personal injury caused by the negligence of ZEISS, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability which may not be excluded by law.

10.3 Any claim (whatsoever and howsoever arising) by the Customer under the Contract shall become time barred, unless the Customer has issued proceedings in a court of competent jurisdiction within 12 months from the date on which the event or series of events on which such claim is based have occurred.



- 10.4 All dates supplied by ZEISS for the delivery of the Software shall be treated as approximate only. ZEISS shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 10.5 All references to "ZEISS" in this condition 10 shall, for the purposes of this condition and condition 16 **Error! Bookmark not defined.** only, be treated as including all employees, subcontractors and suppliers of ZEISS and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this condition, in accordance with condition 16.

11. Intellectual Property Rights

- 11.1 The Customer acknowledges that all Intellectual Property Rights in the Software belong and shall belong to ZEISS or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of the Contract.
- 11.2 ZEISS shall defend the Customer against any claim that the Customer's use of the Software in accordance with the Contract infringes any United Kingdom Intellectual Property Rights of a third party ("**Claim**"), and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such Claim. For the avoidance of doubt, this condition 11.2 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of the Contract, use of the Software in combination with any hardware or software not supplied or specified by ZEISS if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.
- 11.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the obligations of ZEISS under condition 11.2 are conditional on the Customer:
- (a) as soon as reasonably practicable, giving written notice of the Claim to ZEISS, specifying the nature of the Claim in reasonable detail;
 - (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of ZEISS (such consent not to be unreasonably conditioned, withheld or delayed);
 - (c) giving ZEISS and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable ZEISS and its professional advisers to



examine them and to take copies (at the expense of ZEISS) for the purpose of assessing the Claim; and

- (d) subject to ZEISS providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as ZEISS may reasonably request to avoid, dispute, compromise or defend the Claim.

11.4 If any Claim is made, or in the reasonable opinion of ZEISS is likely to be made, against the Customer, ZEISS may at its sole option and expense:

- (a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of the Contract;
- (b) modify the Software so that it ceases to be infringing;
- (c) replace the Software with non-infringing software; or
- (d) terminate the Contract immediately by notice in writing to the Customer and refund any of the Licence Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if ZEISS modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in condition 9.1 and the Customer shall have the same rights in respect thereof as it would have had under those conditions had the references to the date of the Contract been references to the date on which such modification or replacement was made.

11.5 Notwithstanding any other provision in the Contract, condition 11.2 shall not apply to the extent that any claim or action referred to in that condition arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Customer.

11.6 This condition 11 constitutes the Customer's exclusive remedy and only liability of ZEISS in respect of Claims and, for the avoidance of doubt, is subject to condition 10.1 and 10.3.

11.7 The Customer grants ZEISS and its affiliates, subcontractors and business partners a worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty free licence to use any suggestions, recommendations, feature requirements or other feedback related to the Software provided by the Customer or on behalf of the

Customer and to incorporate or otherwise use such feedback in connection with the other products or offerings.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this the Contract and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 12.1(c) to condition 12.1(j) (inclusive);
 - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.2 ZEISS may terminate the Contract with immediate effect on written notice if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 12.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 12.4 On termination for any reason:
- (a) all rights granted to the Customer under the Contract shall cease;
 - (b) the Customer shall cease all activities authorised by the Contract;
 - (c) the Customer shall immediately pay to ZEISS any sums due to ZEISS under the Contract; and
 - (d) the Customer shall immediately destroy or return to ZEISS (at the option of ZEISS) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to ZEISS that it has done so.
- 12.5 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract.

13. Data protection

- 13.1 The parties agree that neither party will process any personal data on the other party's behalf as a processor under the Contract.
- 13.2 If it becomes necessary for a party to process personal data on the other party's behalf in connection with the Contract, each party will at all times comply with Data Protection Legislation in connection with the processing of such personal data.

14. Assignment and other dealings

- 14.1 The Customer shall not:
 - (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 - (b) allow the Software to become the subject of any charge, lien or encumbrance; and
 - (c) deal in any other manner with any or all of its rights and obligations under the Contract,

without the prior written consent of ZEISS, such consent not to be unreasonably withheld or delayed.

- 14.2 ZEISS may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.
- 14.3 Notwithstanding condition 6, a party assigning any or all of its rights under the Contract may disclose to a proposed assignee any information in its possession that relates to the Contract or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this condition 14.3 shall be made until notice of the identity of the proposed assignee has been given to the other party.
- 14.4 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. Notices

- 15.1 Any notice or other communication given to a Party under or in connection with the Contract will be in writing and will be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (b) sent by email to the email address specified in the Quotation for ZEISS and in the Order for the Customer (or as otherwise notified by a party in writing).
- 15.2 Any notice or communication will be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this condition 15.2 (c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.3 This condition 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16. Third-party rights

- 16.1 ZEISS and the entities referred to in condition 9.5 may enforce the terms of condition 8 and 9 to the fullest extent permitted by law as if they were a party to the Contract, subject to and in accordance with this condition 15 the Contract and the Contracts (Rights of Third Parties) Act 1999.
- 16.2 Except as provided in condition 15.1, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 16.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

17. General

- 17.1 The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

- 17.2 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for twelve (12) weeks, the party not affected may terminate the Contract by giving fourteen (14) days' written notice to the affected party.
- 17.3 No variation of the Contract or of any of the documents referred to in it will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.5 A waiver of any right or remedy is only effective if given in writing and a delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this condition, the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.
- 17.8 Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Annex A

Medical Technology:

EULA's and / or additional terms can be accessed, viewed or downloaded via the following link:

<https://www.zeiss.co.uk/meditec/legal-information/eula.html>

EULA's and / or additional terms	ZEISS products
<i>End user license agreement for ZEISS device software</i>	ZEISS Devices with embedded software (including devices used in ophthalmology and those designed for in-theatre applications). Medical Technology only.
<i>Software Licence Agreement End User License Agreement ("EULA")</i>	ZEISS FORUM 4.4.1

Metrology:

EULA's and / or additional terms can be accessed, viewed or downloaded via the following link:

<https://www.zeiss.co.uk/metrology/legal-information/legal-notice.html>

EULA's and / or additional terms	ZEISS products
<i>ZEISS Metrology Software End User License Agreement (EULA)</i>	for software relating to all ZEISS metrology systems .
<i>ZEISS Apps End User License Agreement (EULA)</i>	for software relating to all ZEISS Inspect Apps located in the software store on the ZEISS Quality Suite.

Research Microscopy Solutions:

EULA's and / or additional terms can be accessed, viewed or downloaded via the following link:

<https://www.zeiss.co.uk/microscopy/legal-information/legal-notice.html>

EULA's and / or additional terms	ZEISS products
<i>End User Licence Agreement FOR SMARTSEM™ SOFTWARE</i>	SMARTSEM™ software.
<i>Software License Agreement Scout-and-Scan Control System</i> <i>ZEN navx Control System</i>	Scout-and-Scan Control System ZEN navx Control System
<i>Carl Zeiss Microscopy GmbH Software License Agreement</i>	ZEN, ZEN core, ZEN Data Storage, arivis Pro, arivis Pro VR, arivis Hub, ZEISS Microscopy Installer or Predictive Service Agent