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The SOFTWARE may use LICENSEE's internal network and internet connection for the purpose of transmitting license-related data at the time of installation, registration, use, or update to a license server operated by the LICENSOR and validating the authenticity of the license-related data. Activation is based on the exchange of license-related data between LICENSEE's computer and LICENSOR's license server. LICENSEE agrees that LICENSOR may use these measures in order to protect LICENSOR against unlicensed or illegal use of the SOFTWARE and to improve customer service.

VI.   DATA COLLECTION / PRIVACY POLICY

a) What kind of data is collected?

Personal information such as name, e-mail address, phone number, company, job title and role (all of it to be filled in at the time of license registration). Part of the personal information will be used by the LICENSOR to send news about products of the LICENSOR ("marketing purposes").

DIP does not:
➢   collect any personal information beyond the registration data;
➢   collect any data regarding the use of the computer the SOFTWARE is activated and used beyond the use of the SOFTWARE;
➢   collect any data from the computer the SOFTWARE is activated or the LICENSEE's internal network beyond the use of the SOFTWARE.

b) How is data collected?

Personal information/data is collected by the registration website and stored for case of need, which will be a service, maintenance, product development case and marketing purpose as described above only.

c) Why does LICENSOR collect the data?

Personal data which will be used for marketing purposes will be collected in a marketing database and used to inform the USER about products and services of the LICENSOR.

In accordance with the provisions of the Austrian Telecommunications Act (TKG), §107, USER will be enabled to deregister from the marketing database by activating the relevant link implemented into the e-mail-message. If the USER deregisters his personal information will be deleted from the marketing database.

d) How does LICENSOR protect personal information/data?

LICENSOR has security measures in place to protect the loss, misuse and alteration of personal information / data under its control. Inside LICENSOR's organization, personal information and data is stored in password-controlled servers with limited and controlled access on a need-to-know basis.

While LICENSOR cannot guarantee that loss, misuse or alteration to personal information or data will not occur, LICENSOR takes many precautions to prevent such unfortunate occurrences. However, LICENSOR accepts no liability for any unintentional disclosure.

Except where enforced by law, LICENSOR will not share personal information / data outside of LICENSOR's organization.

e) Important Notice

Please note that the personal information / data may be transferred outside of the European Economic Area, for purposes of processing, analysis, and review, by AMETEK Inc., a company located at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., which is the holding company of the LICENSOR. LICENSEE and USER are advised that the United States uses a sectoral model of privacy protection that relies on a mix of legislation, governmental regulation, and self-regulation. LICENSEE and USER are further advised that the Council of the European Union has found that this model does not provide "adequate" privacy protections as contemplated by Article 25 of the European Union's Data Directive. (Directive 95/46/EC, 1995 O.J. (L 281) 31). Article 26 of the European Union's Data Directive allows for transfer of personal data from the European Union to a third country if the individual has unambiguously given his

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XI.   INDEMNIFICATION

LICENSOR shall indemnify LICENSEE against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against LICENSEE by third party alleging that LICENSEE's use of the SOFTWARE infringes or misappropriates any patent, a copyright, or trade secret rights, provided that the alleged infringement results from licensed use of the SOFTWARE and LICENSEE promptly notifies LICENSOR in writing of any such claim and LICENSOR is permitted to fully control the defense and any settlement of

such claim as long as such settlement shall not include a financial obligation on LICENSEE.

LICENSEE shall fully cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable by LICENSOR. LICENSOR may settle any claim on a basis requiring LICENSOR to substitute for the SOFTWARE alternative substantially equivalent non-infringing programs.

The foregoing constitutes LICENSOR's sole and exclusive liability for intellectual property infringement. This Indemnity does not apply to infringements that would not be such.

LICENSEE shall not take any action in response to any infringement or alleged infringement by third parties of the SOFTWARE.

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In some cases, third parties may require a separate license agreement for the right to use some specific intellectual property (software, etc.), which means that the license acquired by LICENSOR grants the right to transfer the intellectual product, but subject to the acquisition of a separate license agreement between the third party and LICENSEE.

In that case, LICENSOR shall not be held responsible for any costs (royalty fees) accrued to LICENSEE. Thus, this specific case of Third Party Royalty Titles shall not be subject to the indemnification obligation of LICENSOR.

XIII.   EXPORT RESTRICTIONS

The SOFTWARE contains encryption technology that is controlled for export by the U.S. Government. LICENSEE agrees to fully comply with all relevant export laws and regulations of the United States to assure that the SOFTWARE is not exported, directly or indirectly (including as a result of providing access to the SOFTWARE to a national or resident of an embargoed or restricted country), in violation of such export laws, or the applicable laws of any other jurisdiction or provided to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List.

Among others, the Export Laws provide that the SOFTWARE may not be exported or re-exported to certain countries that are embargoed or restricted, or to certain restricted persons. In addition to other restrictions described in this section, you may not use the SOFTWARE, or export the SOFTWARE to any destination where you

know or have reason to know that the SOFTWARE may be used, in connection with the proliferation of nuclear, chemical or biological weapons or missiles.

LICENSEE shall hold LICENSOR harmless in connection with any breach of this Section.

XIV.   MAINTENANCE OF THE SOFTWARE

Only LICENSOR and third parties, named and certified by LICENSOR, shall be entitled to deliver maintenance services for the SOFTWARE which may be based on a maintenance agreement.

XV.   TERMINATION

Without prejudice to other rights, LICENSOR may terminate this EULA if LICENSEE fails to comply with the terms and conditions of this EULA. In such event, LICENSEE must immediately destroy all copies of the SOFTWARE and all of its component parts.

Termination of the EULA shall not release the LICENSEE from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination.

The provisions in Section (X) - Limited Liability, (XII) – Indemnification, and (XIII) - Export Restrictions shall survive the termination of this EULA.

XVI.   APPLICABLE LAW AND JURISDICTION

This EULA is governed by and construed in accordance with the laws of the Republic of AUSTRIA (excluding its conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods) and the parties expressly and irrevocably agree to submit themselves to exclusive jurisdiction of the commercial court (Handelsgericht) in VIENNA, AUSTRIA, in connection to all disputes or claims arising out of this EULA.

XVII.   GENERAL PROVISIONS

This EULA contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter hereof.

Any notice or other communication given under this EULA shall be in writing and shall have been properly given by either party if sent by certified or registered mail, or by overnight courier to the others party registered office.

It is the intent of the parties that in case any or more of the provisions contained in this EULA shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this EULA, and this EULA shall be construed as if such invalid or unenforceable provision had never been contained herein.

If either party should waive any breach of any provision of this EULA, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

Should YOU have any questions concerning this EULA, of if YOU desire to contract LICENSOR for any reason, please contact Grabner Instruments Messtechnik GmbH by mail at: Dr. Otto-Neurath-Gasse 1, 1220 Vienna, Austria; by telephone at: +43-1-282 16 27; or by e-mail to grabner.office@ametek.com.

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