

ZEISS MOBILE APPs

END USER LICENSE AGREEMENT ("End User License Agreement")

Valid from: April 2018

Before using the Mobile App, please read this End User License Agreement ("ZEISS-MOBILE-APP License Agreement").

By downloading the ZEISS Mobile app, you agree to this ZEISS MOBILE-APP license agreement.

Carl Zeiss AG, its subsidiaries and affiliates ("our", "we", "us", "ZEISS", "provider") grant you a license for the ZEISS Mobile app in accordance with this ZEISS MOBILE-APP license agreement.

If you do not agree to the terms of the ZEISS MOBILE-APP license agreement, you may neither download nor use the ZEISS Mobile app. ZEISS reserves all rights not expressly granted to you.

ZEISS - MOBILE-APP License Agreement

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1. The scope of the license

(1) In accordance with the provisions of this ZEISS MOBILE-APP License Agreement, ZEISS hereby grants you a limited, non-transferable license for the use of the ZEISS Mobile App on the mobile device; the software is not sold or transferred to you.

You are forbidden to do so:

- to use the ZEISS Mobile App on a mobile device for which you are neither the owner nor under your control;
- to distribute or make available the ZEISS Mobile app via a network over which it could be used on several devices simultaneously;
- to rent, lease, lend, sell, distribute or sublicense the ZEISS Mobile App; or
- to copy them (unless expressly permitted by this ZEISS MOBILE-APP License Agreement), to decompile, disassemble, to derive, modify or create derivative works from the source code in relation to the ZEISS Mobile app, updates or parts thereof of any kind (unless and only to the extent that one of the previous restrictions is not permitted by applicable law or insofar as this is permitted by the license provisions regarding the use of open source components contained in the ZEISS Mobile app).

(2) Unless otherwise agreed in the respective source from which ZEISS MOBILE-APP is loaded, you do not have to pay ZEISS any fees for using the ZEISS Mobile App. However, ZEISS may charge separate usage fees for individual services offered by ZEISS within the meaning of this ZEISS MOBILE-APP License Agreement.

(3) Violations of these license terms may result in criminal prosecution or claims for damages against you. The license terms apply to all upgrades and updates provided by ZEISS, unless such an upgrade or update is accompanied by a separate license.

2. Changes to the ZEISS MOBILE-APP License Agreement

(1) ZEISS reserves the right to change this ZEISS MOBILE-APP License Agreement for important reasons, in particular by:

- to formulate their provisions more clearly and more favorably for you;
- to implement changes in the law introduce new systems or technical

changes.

(2) If ZEISS makes changes to the ZEISS MOBILE-APP license agreement, you will be informed at least 30 days in advance of any changes that turn out to your disadvantage. If we consider it justifiable that these changes are not to your disadvantage, ZEISS may make such changes immediately and include them in this ZEISS MOBILE-APP License Agreement.

If an amendment to this ZEISS MOBILE-APP License Agreement has been made, ZEISS will update the date indicated after "Valid from" at the beginning of this document. Changes to this ZEISS MOBILE-APP license agreement are effective as of the new date under "Valid from".

If you do not agree to the amended provisions, you must immediately stop using the ZEISS Mobile app. Your continued use of the ZEISS Mobile app constitutes your continued agreement to the terms and conditions set forth herein.

3. Consent to the use of data

You agree that ZEISS may collect and use technical data and related information, including, but not limited to, technical information about your device, system, application software and peripherals, which is collected periodically to enable you to provide software updates, product support and other services (if any) related to the ZEISS Mobile App.

ZEISS may use this information to improve its products or to offer services and technologies for you, as long as this information is not available in a form that can be used to draw personal conclusions about you.

4. Term / Termination

(1) The ZEISS MOBILE-APP license agreement is concluded for an indefinite period.

(2) You or ZEISS may terminate the ZEISS MOBILE-APP License Agreement at any time without notice.

(3) If you delete the ZEISS Mobile app, this ZEISS MOBILE-APP license agreement is automatically terminated.

(4) This ZEISS MOBILE-APP license agreement ends automatically if ZEISS discontinues the ZEISS Mobile app or if you download a new version or an update of the ZEISS Mobile app. In addition, the provisions of Section 10 of this ZEISS MOBILE-APP License Agreement shall apply.

(5) The ZEISS MOBILE-APP license agreement ends automatically without notice if you violate the provisions of the ZEISS MOBILE-APP license agreement.

(6) Upon termination of this ZEISS MOBILE-APP License Agreement, you are obliged to stop using the ZEISS Mobile App and to destroy all copies of the ZEISS Mobile App or parts thereof.

5. Services

The ZEISS Mobile app offers occasional access to websites, services and information of ZEISS as well as to websites, services and information of third parties (together and individually "Services"). Use of the Services may require Internet access and your agreement to additional terms of service.

6. Materials of Third Parties

(1) Certain Services may display, contain or make available content, data, information, applications or materials of third parties ("Third Party Materials"). Third-party materials may be offensive, indecent or offensive or contain inappropriate language.

(2) You acknowledge and agree that ZEISS is not responsible for the review or assessment of content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials. Subject to clause 13, ZEISS accepts no liability towards you for the content of Third Parties, which you find offensive, indecent or indecent.

(3) Subject to clause 13, ZEISS assumes no liability or responsibility towards you or third parties for any third party services, materials or other third party materials, products or services. Third-party materials are offered solely as a courtesy.

(4) If and to the extent that these ZEISS Mobile App and/or Services contain links to third-party websites, the liability provisions in sections 13 and 14 shall apply.

7. Location information

Site related data provided as part of services are provided for basic navigation purposes only and are not intended for situations where accurate site information is required or where incorrect, inaccurate or incomplete site related data could result in death, personal injury, property damage or environmental damage. Neither ZEISS nor its content providers guarantee the availability, accuracy, completeness, reliability or timeliness of location information or site-related data displayed in the services.

8. Copyright protected contents

(1) The Services may contain copyrighted content, information or materials ("copyrighted content") that are protected by applicable intellectual property laws or other laws, such as copyright. You agree not to use copyrighted content unless this is permitted under the ZEISS MOBILE-APP license agreement and for the use of the services.

(2) The trademarks, logos and service marks ("Trademarks") displayed in the ZEISS Mobile app and the services offered by ZEISS are the property of ZEISS, its licensors of the Trademark and third parties. The use of any trademarks for the purpose of, but not limited to, the use of meta tags on other pages or websites on the Internet is prohibited without the written consent of ZEISS or third parties in whose possession the trademarks are located.

(3) No part of the services offered by ZEISS may be reproduced in any form or by any means. You will not modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services in any unauthorized manner, including, but not limited

to, unauthorized intrusion or load on network capacity. You will not use the Services in any way that interferes with, abuses, disturbs, threatens, defames, otherwise violates, or infringes the rights of third parties.

(4) ZEISS is in no way responsible for any use by you within the meaning of Section 8 (3), neither for impairments, threats, defamations nor for offensive or illegal messages or transmissions that you may receive because of using these services.

9. Language and local regulations

(1) The ZEISS Mobile app, the services and the materials of third parties are intended for worldwide use, unless a ZEISS MOBILE app can only be obtained through a local source of supply that provides for a regional restriction.

(2) Some third party services and materials may not be available in all languages and not in all countries. ZEISS gives no assurance that such third-party services and materials are suitable or available for use at a specific location. To the extent you choose to access such third party services or materials, you do so on your own initiative and are responsible for compliance with applicable laws, including but not limited to applicable local laws.

10. Modification, suspension and discontinuation

(1) ZEISS and its licensors reserve the right to change, suspend, remove, block or terminate access to the ZEISS Mobile app and the services provided by ZEISS or their appearance at any time without notice.

(2) We may request you to download and reinstall a new version of the ZEISS Mobile app at irregular intervals, subject to the provisions of a new user license agreement.

(3) In no event shall ZEISS be liable for the removal or blocking of the ZEISS Mobile App or access to such services. In addition, ZEISS may in any case, without notice and without liability, set usage or access restrictions for the ZEISS Mobile App and certain services.

11. Network operator

(1) Access to and use of the ZEISS Mobile app and services is via the network of a number of the mobile network operator or a service operator (stationary network connection). ZEISS does not operate these networks and has no control over the operations of the respective operator. We will not be liable to you if transmission, communication, transmission or performance is interrupted, prevented or otherwise impaired by circumstances beyond our control or if such disruptions otherwise cause such integrity, including but not limited to unavailability of mobile services, communication, network delays, restrictions on mobile reception, system failures or disconnections. ZEISS accepts no responsibility for the mobile phone or service provider services used to access the services.

(2) However, your mobile operator or service provider may charge fees for the transmission or reception of messages and other communications using your devices on its network. Such fees are not to be borne by ZEISS, but exclusively by you.

12. Data security

Access to and use of the services provided by ZEISS via mobile networks or service providers may lead to the electronic transmission of personal information via the networks by the operators used. Since we neither operate nor control these networks, we cannot guarantee the security and protection of the data sent over them. In addition, your mobile phone provider generally preconfigures the browser for wireless Internet access on your device. For more information on security and privacy, please contact your provider. To ensure that personal or confidential information can be sent to and from ZEISS via the Internet from a mobile phone, we require that a secure session with encryption be set up. ZEISS will treat your data in accordance with the ZEISS data protection declaration.

13. Limited Warranty and Exclusion of Warranty

(1) The ZEISS Mobile App and any services executed by or offered through the ZEISS Mobile App are made available in the actual state with all existing errors.

(2) You are pointed out that according to the current state of the art, program errors cannot be excluded with 100% certainty despite the greatest conscientiousness and care.

(3) Unless expressly agreed otherwise, we do not guarantee that the Mobile App is suitable for purposes that go beyond the fulfilment of our contractual obligations.

(4) The rectification of defects or replacement delivery shall only be deemed to have failed if we have been given sufficient opportunity to carry out a rectification of defects or replacement delivery without the latter having achieved the desired result, or if the rectification of defects or replacement delivery was unjustifiably refused by us. If rectification of defects by repair or replacement delivery is associated with unreasonable costs for us, we may refuse to rectify the defects and refer you to your right to withdraw from the contract or to terminate the contract.

(5) Under no circumstances are you entitled to demand the source code of the Mobile App with regard to defects.

(6) ZEISS does not guarantee

(a) for the impairment of the use of the ZEISS Mobile App or

(b) that the functions contained in the ZEISS Mobile app or services executed or offered meet your requirements, and

(c) that the operation of the ZEISS Mobile App or the Services runs without interruptions or errors.

14. Liability

(1) Unless otherwise provided in this ZEISS MOBILE-APP License Agreement, we shall be liable to you, except for:

(a) Damages resulting from injury to life, body and health or

(b) Damage caused by:

(i) intent or gross negligence or

(ii) the assumption of a quality or durability guarantee within the meaning of § 443 BGB or

(iii) the breach of a material contractual obligation or to the extent that

(iv) from product liability or (v) for risks which we have assumed in particular,

not.

(2) Essential contractual obligations, also so-called cardinal obligations in the sense of settled jurisdiction, are to be understood as obligations that make the proper execution of the ZEISS MOBILE-APP license agreement possible in the first place and on whose fulfilment the contractual partner of the user can therefore rely and rely.

(3) In the event of a breach of essential contractual obligations, the obligation to pay compensation is limited in each case to the foreseeable damage, unless there is intent or gross negligence or liability is assumed on account of injury to life, body or health or on account of the assumption of a quality or durability guarantee within the meaning of § 443 BGB or from product liability.

(4) Our liability within the scope of application of § 44a TKG (Telecommunications Act) remains unaffected.

(5) Fault-related liability of ZEISS for defects existing at the time of conclusion of this ZEISS MOBILE-APP license agreement in accordance with §536a para. 1 BGB is hereby expressly excluded.

(6) The above exclusions and limitations of liability shall also apply with regard to the liability of ZEISS employees, workers, staff, representatives and vicarious agents, in particular in favor of the shareholders, staff, representatives, organs and their members, with regard to their personal liability.

15. Exemption

(1) You indemnify ZEISS, its licensors, sponsors, agents and parent companies, subsidiaries, affiliates, executives and employees against any claims of third parties arising from or as a result of your misuse of the ZEISS Mobile app, due to the violation of provisions of this ZEISS MOBILE-APP License Agreement by you or other users of services with your access code or consent, if you have disclosed this

data to an unauthorized person or have otherwise inadequately secured the data. You must make every reasonable effort to cooperate with us in defending such claims.

(2) We reserve the right to seek our own legal counsel at our own expense and to assume sole defense and control of such matter, subject to indemnification by you.

16. Legal Use

Each party shall comply with all applicable international and national export control laws and regulations, including but not limited to those of the UN, US and EU. In particular, neither party shall export or re-export any Confidential Information without the required government licenses, approvals or waivers. The disclosing party shall inform the receiving party in writing whether or not the Confidential Information is US-controlled and/or controlled under the export control laws of its own country, and of the restrictions pertaining thereto (including but not limited to relevant jurisdiction, export control classification numbers, CCATS and/or export control licenses).

17. Applicable law and place of jurisdiction

(1) The ZEISS MOBILE-APP license agreement is subject to German law.

(2) Your use of the ZEISS Mobile App may also be subject to other local, national or international laws.

18. Beneficiary third parties

(1) You agree that the providers of the mobile operating systems and their subsidiaries are beneficiaries of third parties to this ZEISS MOBILE-APP license agreement and that the providers of the mobile operating systems have the right (and it is assumed that the providers of the mobile operating systems recognize this right) to enforce applicable parts of this ZEISS MOBILE-APP license agreement against you - the end user.

(2) Notwithstanding the above, we may cancel, modify, supplement or terminate this ZEISS MOBILE-APP License Agreement in accordance with its provisions, irrespective of the fact that the providers of the mobile operating systems have invoked a provision of this ZEISS MOBILE-APP License Agreement or given their consent thereto. Furthermore, this ZEISS MOBILE-APP License Agreement is in the sole interest of the contracting parties and their legal successors and entitled assignees and no contractual provision can be interpreted as meaning that a person other than the contracting parties is entitled to a legal or other right under this ZEISS MOBILE-APP License Agreement.

19. Severability Clause / Completeness

(1) If one or more provisions of this ZEISS MOBILE-APP license agreement are or will be invalid, the validity of the rest of the ZEISS MOBILE-APP license agreement remains unaffected.

(2) This ZEISS MOBILE-APP License Agreement contains the entire agreement between you and ZEISS.

20. Note

Please read the ZEISS MOBILE-APP license agreement thoroughly. Contact us and do not use the ZEISS Mobile app or services if the agreement contains something you do not agree to. In this way, we can prevent uncertainty about what is expected of you and us.

Status: April 2018