



## ZEISS Smart Services



The following agreements provide the sole, binding legal foundation for the use of Smart Services, as well as the **Smart Service Dashboard (+)** and the **Smart Services Remote Service** (software) from Carl Zeiss Industrielle Messtechnik GmbH (ZEISS) by business customers (customer) for business purposes. Purchasing terms of the buyer contrary or deviating from these terms are not part of the agreement even if ZEISS does not explicitly contradict them.

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# 1 General Service Conditions for Smart Services and Terms of Use

## 1.1 General Subject Matter of Agreement

With **Smart Services**, customers receive the technical means to access ZEISS services for an overview of their connected ZEISS CMMs, CMM status, qualification and maintenance planning, and ZEISS, as well as additional services via customer managed LAN connectivity (Internet connection) and the right to use the services that fall within the scope of this agreement. For this purpose, ZEISS provides **Smart Services** software to customers and users authorized by the customer.

**Smart Services** software and additional services must be installed on the CMM application computer and activated by ZEISS before these services can be used.

Furthermore, Cloud Services is used to ensure a secure connection of the application computer with the ZEISS infrastructure and applications.

## 1.2 Performance Specifications

The performance specifications are defined in [Annex 1 \[□ 2-13\]](#).

## 1.3 Rights and Obligations

1. The customer shall undertake to render the following services, in particular:
  - To pay on time and in accordance with paragraph 10 of this agreement the price for the use of services specified when the agreement was concluded.
  - When the agreement is concluded, the customer shall designate the administrators and contacts, and protect its account and password against third-party access, and to not provide this information to third parties. The customer must enter into this agreement.
  - The customer must ensure that all commercial trademarks and copyrights are complied with.
  - To use the services, the customer requires terminals and an application computer with an installed software package, as well as a suitable data link whose configuration and technical level fulfill the latest specifications from ZEISS. (see [Annex 3 \[□ 2-15\]](#))
  - The customer shall support ZEISS in the fulfillment of the agreement to the required extent and free of charge.
2. ZEISS shall undertake to render for a fee the services defined in this agreement, in particular:
  - To provide and maintain the software in accordance with the agreed scope of functionality.
  - To ensure support availability in Germany from 7:00 am to 4:30 pm (Monday to Friday), except national holidays. All problems and software bugs in ZEISS products and its infrastructure shall be rectified free of charge. The countries listed in [Annex 2 \[□ 2-14\]](#) are subject to the regulations in these countries.

- With sufficient prior notice, ZEISS is authorized to conduct routine updates and maintenance work on the hardware and software, which can interrupt or limit the services or software.
- Customized modifications to the software and consultation services shall not be invoiced by ZEISS. The services from ZEISS include, in particular, neither the provision and maintenance of the network connection, nor the hardware and software that must be provided by the customer.

#### 1.4 Usage Rights on the Software

1. ZEISS or the respective originator is sole owner of intellectual property rights and any ancillary rights to the software. If the rights are owned by a third party, ZEISS holds the appropriate usage rights.
2. ZEISS grants the customer, as well users with a ZEISS ID created by the customer, a non-exclusive license for the duration of the agreement to use the **Smart Services Service** software and to access the **Smart Service Dashboard (+)** software via the Internet and to use it in this manner. The previously mentioned usage rights also apply to all upgrades and updates.
3. For other software from ZEISS or third parties, e.g. TeamViewer, the licensing terms in [Annex 3 \[□ 2-15\]](#) or referenced therein apply.
4. The customer is not permitted to transfer rights granted to them to third parties or to enable third parties to use the software in any way.
5. The customer shall undertake to use the software solely for its own purposes and allow access only to users it has registered. Usage for the purpose of associated companies requires the prior consent of ZEISS.
6. Source programs and source code are generally not made available. They shall only be made available on the basis of a separate written agreement.

#### 1.5 Usage Rights on CMM Data

1. Data generated by the customer's CMMs belongs exclusively to the customer (CMM data). The customer grants ZEISS, Carl Zeiss Industrielle Messtechnik GmbH and Carl Zeiss AG non-exclusive, non-sub-licensable, irrevocable usage rights to the CMM data from the CMMs listed in this agreement in order to render services to the customer, and to service and optimize its CMMs. ZEISS is authorized to copy, save, analyze, process, filter, compare with third-party data and evaluate the CMM data in order to make recommendations to the customer for the optimization of its CMMs. Furthermore, ZEISS is authorized to merge the customer's data in an anonymized form with data from third parties, and to reorganize, filter, modify, analyze and save this data with the goal of obtaining relevant information for the market for CMMs, CMM parts, consumables, software, CAD files and spare parts, as well as CMM-related services.
2. The dissemination of said CMM data to third parties or the use of this data by third parties is expressly prohibited.

#### 1.6 Provision of Services

1. ZEISS has sole discretion in the technical implementation of services, provided that implementation complies with the regulations of these terms and conditions.
2. ZEISS is authorized to make changes to the agreed services if required by legal and/or regulatory general conditions. ZEISS shall give the customer sufficient notice about any changes.
3. ZEISS is authorized to make changes to the agreed services as long as the scope of services provided to the customer is not inhibited as a result and the customer does not incur any additional costs.
4. ZEISS is authorized to update and upgrade the software.
5. ZEISS can contract vicarious agents to render the services.

## 1.7 Microsoft Azure or Alternative SaaS Services

1. For the SaaS (Software as a Service) or cloud services, ZEISS has chosen to use *Microsoft Azure* in the form of the *Microsoft Cloud Germany*; this with knowledge of the scope of services of *Microsoft Azure* and the limited rights to service credits to be claimed within certain periods if the availability of *Microsoft Azure* is undercut.
2. ZEISS shall endeavor to maintain an agreement with Microsoft or a reseller for *Microsoft Azure*. Upon written request, ZEISS shall make the key contractual conditions accessible to the customer insofar as the conditions, such as the financial terms, are not subject to confidentiality.
3. ZEISS shall inform the customer in writing in good time if ZEISS intends to use an alternative to *Microsoft Azure*, and give the customer an opportunity to respond. The notification by ZEISS contains details about the services and contractual terms and conditions of the service provider for the alternative SaaS services to enable the customer to make a statement.
4. If, within one month of receipt of this written notification to the customer by ZEISS, ZEISS does not receive a written response from the customer stating an important reason why the service provider shall not replace *Microsoft Azure* with alternative SaaS services or cloud services, ZEISS is authorized to instruct the service provider to replace *Microsoft Azure* with the alternative SaaS services or cloud services.
5. The terms in Clauses 7.2 to 7.4 apply accordingly for the replacement of the service provider for the alternative SaaS services or cloud services.
6. For clarification, if service providers are replaced or the service provider for the alternative SaaS services or cloud services is replaced, the terms and conditions for the modification of the agreement listed under Clause 22 apply.
7. The corresponding security regulations, General provisions for data protection and security regulations, can be reviewed in [↘ Annex 4 \[□ 2-15\]](#) under the link provided there.
8. The hosting sites of the server for cloud services can be found in [↘ Annex 3 \[□ 2-15\]](#) in the link mentioned below.

## 1.8 Data protection regulations for the application and use of Microsoft Application Insights

ZEISS uses application insights in some of its services and apps. Application Insights is a service of the Azure cloud platform from Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA ("Microsoft"). This service collects telemetry data of the application used. This data is anonymous statistical data. It is not possible to create a personal reference based on this data. The IP address used by the user is shortened and thus made anonymous. On the following page, Microsoft describes in detail what Application Insights does, which data is processed and how long it is stored:

[↘https://docs.microsoft.com/en/azure/azure-monitor/app/data-retention-privacy](https://docs.microsoft.com/en/azure/azure-monitor/app/data-retention-privacy)

## 1.9 Availability, Service Restrictions, Security, Force Majeure

1. ZEISS enables use of the software 24/7 (all day, every day).
2. Temporary delays, glitches and/or disruptions may at times be experienced due to unforeseeable and uncontrollable simultaneous access to the server by the customer and other ZEISS partners, as well as other circumstances for which ZEISS cannot be held responsible.
3. Glitches may also occur as a result of technical modifications to ZEISS systems, maintenance work, updates or upgrades required for proper or improved operation.
4. The same applies to downtimes resulting from
  - force majeure,
  - fault of the customer, its employees, or its vicarious agents,

- unavoidable service impairments due to changes requested by the customer or required by legal or regulatory stipulations.
5. The customer is advised that extensive security precautions are used in conjunction with **Smart Services**. However, ZEISS does not have any influence regarding
- the fact that data transferred via the Internet may become known to third parties,
  - the transfer speeds which are available online,
  - the specific routes taken by data from ZEISS or the availability of the solutions, servers and routers of other providers.
6. ZEISS utilizes the technical and financial options that it deems best to make the software as secure as possible. This includes, in particular, protection against third-party access through the encrypted transmission of the entered data, as well as maintaining recognized security standards. The customer shall nonetheless accept that complete protection against harmful data is not possible.
7. In cases of force majeure, ZEISS is exempt from its obligation to provide services for the duration of the event. Force majeure is any incident that lies outside the control of the respective contractual partner, as well as any unforeseeable event through which the respective contractual partner is completely or partially prevented from rendering services.
8. Incidents of force majeure are, in particular, regulatory measures and not malfunctions caused by ZEISS. A disruption in the operation of the application within the sphere of responsibility of the data center provider used by ZEISS is not the result of force majeure and is the responsibility of ZEISS.

### 1.10 Obligations of the Customer

1. The customer shall provide ZEISS will any information required to render services.
2. The customer undertakes to enter its data, as well as that of its users, completely and correctly upon registration. The data must be updated promptly in the event of changes.
3. Furthermore, the customer must provide the technical foundation for ZEISS to provide its services as contracted. This applies in particular to the provision of an Internet connection via the customer network. In order to use the full range of functions of new software, the customer must comply with the current software and hardware version as specified by ZEISS. The purchase of new software or usage licenses does not include any entitlement to upgrade existing hardware and software programs to the respective current version.
4. The customer undertakes,
  - to follow the corresponding instructions, especially regarding the protection of passwords against access by third parties,
  - to inform ZEISS immediately of any detectable malfunctions and to support ZEISS during troubleshooting and elimination of defects by providing an accurate description of the problems, by informing ZEISS in detail, providing the necessary data and granting ZEISS a suitable amount of time for remedial action,
  - to use the software as intended.
5. Furthermore, the customer undertakes to refrain from
  - allowing third parties other than the customer's employees to use the access without obtaining prior written permission from ZEISS,
  - misusing its access to disrupt and/or void the function and/or integrity of the software, technical systems, programs and/or data of third parties and/or ZEISS against their will, or to compromise the security of the system.
6. If the customer fails to comply with the aforementioned duties, the resulting costs and/or expenses may be charged to the customer if it is at fault.

### 1.11 Compensation

1. The customer shall pay the agreed annual fee for services from ZEISS. Fees are invoiced annually. Fees include VAT where applicable
2. Unless otherwise agreed, invoices are payable within 30 days after the invoice date. If the customer is in default of payment, ZEISS is authorized to suspend the account after 30 days and to delete the customer's data after another 30 days.
3. Invoices are sent to the customer electronically. If the customer requests an invoice by regular mail, ZEISS can demand a fee for this.
4. Invoices from ZEISS are considered as having been approved by the Customer if no objection is lodged with reasons within 30 days of the billing date. The objection must be made in writing. The time limit is complied with if the objection is dispatched in time.
5. Fees and other costs incurred through the payment of fees shall be borne by the customer.
6. ZEISS is entitled to adjust the fees annually. To do this, ZEISS must inform the customer 3 months in advance of the price increase taking effect. If the customer objects to the price increase, the customer must terminate the contract in writing with a termination period of 3 months after the price increase is announced, otherwise the price increase takes effect.

### 1.12 Conclusion of Contract, Duration

1. The agreement takes effect upon activation of the software package, and no later than 2 months after its conclusion. The agreement is concluded for a period of 12 months and automatically extends for an additional 12 months unless one of the parties terminates the agreement 3 months prior to the end of the contractual period.
2. Termination for cause remains unaffected. Cause exists, in particular, when the other party to the contract violates its contractual obligations in a grossly negligent manner and despite a written warning and/or deadline. Cause also exists, in particular, when the customer is in default of payment of fees, or significant parts thereof, and fails to pay within a reasonable period of time after a reminder has been issued, or if an application for bankruptcy against the customer has been filed and/or such bankruptcy proceedings have begun.
3. In the event of an extraordinary termination of the contractual relationship by ZEISS due to the customer's culpable violation of obligations, the customer undertakes to compensate ZEISS for any damages resulting from the extraordinary termination.
4. Notice of termination must be given in writing. The agreement can - without complying with the written form - also be terminated via the administration window in the software if this option is available.
5. Upon written request by the customer, ZEISS shall delete the customer's data and CMM data.
6. If the customer sells the CMMs or systems, the obligation to pay the corresponding fees shall persist unless the third party enters into this contract with the written consent of ZEISS. ZEISS can only refuse to consent for good reason.

### 1.13 Warranty

1. ZEISS ensures that the software corresponds to the accepted rules of technology and has no defects which cancel or diminish the value or suitability for use which is considered normal or expected on the basis of this contract. A negligible reduction of usability will not be taken into account. The agreed functionality and described quality of the software are guaranteed.

ZEISS guarantees that the devices are free of material and functional defects at the time of the transfer of risk. The software supplied by ZEISS conforms to the associated program documentation and listed specifications. ZEISS will correct any software malfunctions which significantly limit or prevent the intended use. Depending on the malfunction, ZEISS decides to correct it either by supplying a revision, a patch or by specifying a workaround.



The warranty period begins on the day after the system has been accepted and is valid 12 months for the newly installed components and assemblies.

The technical specifications and properties listed in the latest versions of the data sheets and operating instructions are applicable unless otherwise agreed.

2. The warranty does not cover any impairment of the software's functionality resulting from operator error by the customer or unsuitable environmental conditions provided by the customer.
3. In the event of defects of title, the customer shall immediately notify ZEISS in writing of any claims of third parties and shall leave control of the defence and related actions exclusively to ZEISS, provided this is reasonable for the customer. The customer shall provide ZEISS the required support, information and authority to conduct the above-mentioned actions.
4. The customer undertakes not to recognize any claims relating to defects of title without obtaining the prior written consent of ZEISS.
5. Rights in accordance with mandatory legal provisions are not affected by the aforementioned stipulations.
6. In the case of PC hardware provided by the customer, without system integration and testing by ZEISS, the warranty for the functionality of the software supplied by ZEISS in conjunction with hardware provided by the customer is excluded in accordance with clause 1.13, 1. to 4..
7. If the operating system is changed, this may lead to compatibility problems with customer-specific settings, macros and externally connected third-party systems, so that the warranty is excluded if the operating system is changed by the customer in accordance with clause 1.13, 1. to 4..

## 1.14 Liability

1. ZEISS is liable for any intentional or grossly negligent damage caused by ZEISS or its vicarious agents.
2. If ZEISS offers public telecommunications services, the following provision applies for financial losses: If the customer suffers financial losses due to negligence on the part of ZEISS or its vicarious agents, ZEISS is liable for an amount of up to €50,000 per claim. With respect to collectively aggrieved parties ZEISS' liability is limited to €5 million per incident causing such damages. If compensations due to several parties as a result of one incident exceed the upper limit, compensation payments will be reduced by the proportion between the sum of all claims and maximum liability.
3. ZEISS is liable for any grossly negligent damage caused by ZEISS, its vicarious agents or executives. If such damages are caused by only minor negligence on the part of ZEISS, its legal representatives or executives, ZEISS shall be liable only for the violation of essential contractual obligations (cardinal obligations), and its liability is limited to foreseeable damage seen as typical for this type of contract. Essential contractual obligations are those obligations which are the very reason why the contract was concluded and whose compliance the respective contractual parties had reason to trust would be adhered to.
4. Subject to the regulations in Clauses 13.1 and 13.2, ZEISS is liable for vicarious agents that are not its legal representatives or executives only if they violated the essential contractual obligations (cardinal obligations) negligently. In this case, the liability of ZEISS is limited to the damage that is typical for this type of contract.
5. Unless data backups have been stipulated as a service to be rendered by ZEISS, the customer is responsible for backing up its data on a regular basis. Therefore, in the event that ZEISS causes the loss of data, ZEISS is only liable for the costs of reproducing the data from the customer's backup copies and for restoring such data that would also have been lost if proper backups had been done.
6. With regard to any claims for damages arising from the SaaS or cloud services which are due to the design of services listed in [Annex 4 \[□ 2-15\]](#) and for which the service providers specified in [Annex 4 \[□ 2-15\]](#) are at fault, the customer will be referred to the service providers stipulated in [Annex 4 \[□ 2-15\]](#). ZEISS' liability is excluded in such cases and any claims are now immediately transferred to the customer and the customer accepts this transfer through the acceptance of these terms of use.

7. Further liability on the part of ZEISS is excluded - regardless of the legal basis.
8. Liability in accordance with the law on product liability and any other mandatory legal provisions are not affected by the aforementioned stipulations.

### 1.15 Compliance with Legal Provisions, Third-party Property Rights, Indemnity, Blocking

1. When entering or accessing data and information the customer undertakes to comply with legal and regulatory provisions, particularly those pertaining to data protection, criminal law, copyright and/or other provisions on intellectual property rights. The customer also undertakes to refrain from violating third-party rights.
2. Within the framework of what is legally permissible, ZEISS shall immediately notify the customer of any claims by third parties or authorities – or if there are any relevant indications – that the customer is violating legal and/or regulatory provisions or third-party rights.
3. The customer will exempt ZEISS from any liability based on its own violation of an obligation and shall support ZEISS' legal defence as best it can.
4. This provision also applies in cases when an obligation has been violated by one of the users for whom the customer is responsible.
5. If the breach that ZEISS is charged with is based on the violation of third-party copyright, trademark rights and/or other intellectual property rights as a result of data or other information which has been made available online by the customer or through ZEISS at the customer's instance, ZEISS is entitled to demand that the customer covers any compensation payments, as well as the costs of adequate legal defence, provided that ZEISS is not to blame for contributory negligence.
6. The aforementioned obligations do not exist if the customer is not responsible for the corresponding violation.
7. ZEISS retains the right to temporarily block the software system for security reasons. In such cases, the customer must be informed immediately.
8. Furthermore, ZEISS is authorized to block the software if the customer is in default after a single reminder.
9. ZEISS has the right to block customer accounts with harmful content. The customer is notified about this when possible.
10. If an account is blocked, the customer is nevertheless obliged to continue paying its agreed fees.

### 1.16 Confidentiality

1. ZEISS and the customer, as well as their employees and other vicarious agents, undertake to treat as confidential any information gained as a result of the contractual relationship, or information still to be obtained, which is labeled as confidential or must be regarded as confidential under the circumstances. The fact that a business relationship exists between the contractual parties is not confidential information.
2. This obligation shall survive the termination of the agreement.
3. The confidentiality obligations do not apply to any information which
  - the recipient had verifiably received or obtained access to prior to notification by the other contractual party,
  - the recipient, after notification by the other contractual party, verifiably receives in a legal manner from third parties who are under no obligation to maintain confidentiality,
  - due to publications or for other reasons, either was or, following notification, has become common knowledge among experts.

4. Without prejudice to the aforementioned provisions, each contractual party is authorized to comply with their obligations to disclose also with respect to information given to them.

### 1.17 Data Protection, Export Control and Telecommunications Secrecy

1. ZEISS and the customer undertake to adhere to applicable data privacy provisions and to maintain telecommunications secrecy.
2. The customer has sole responsibility for obtaining any required declarations of consent of its contractual partners. If the customer collects, processes or uses personal data, either on his own or through ZEISS, it shall undertake to comply with data privacy regulations and, in the event of a violation, exempts ZEISS from all claims by third parties.
3. The customer remains solely responsible for data privacy and export controls for entered data and its storage in the cloud service. ZEISS does not control the legal permissibility of the entered data. The customer is solely responsible for such controls.
4. As the responsible party, the customer is responsible for observing the rights of those affected. The rights of those affected must therefore be observed by the customer. ZEISS shall support the customer in the completion of its tasks if requested in writing by the customers and the customer reimburses ZEISS for any costs incurred as a result of this support.
5. The customer is generally prohibited from demanding access to the premises in which the software application, the servers and operating software, as well as with other system components are operated. This does not affect the access rights of the customer's data protection officer following written notification to inspect compliance with the requirements under data protection law (§9 German data protection act), as well as the provider's other lawful and contractual handling of personal data in line with the operation of the product unless the provider regularly presents suitable testaments from independent third parties or its internal data protection officer. The customer undertakes to bear its own costs, as well as the costs of ZEISS incurred in the implementation of the controls.

### 1.18 Support

1. ZEISS provides free support (standard) to authorized users of the customer by email and telephone during its office hours. In general, inquiries will be answered within two business days.
2. ZEISS provides free support (standard) to the administrators of the software system by email and telephone during its office hours. In general, inquiries will be answered within one business day.
3. The customer can purchase additional support services.

### 1.19 Browser Support, Client System Requirements

The following browsers are supported: always use the latest version

1. Google Chrome Terms of Use: [↘https://www.google.com/intl/en\\_ALL/chrome/privacy/eula\\_text.html](https://www.google.com/intl/en_ALL/chrome/privacy/eula_text.html)
2. Apple Safari Terms of Use: [↘https://www.apple.com/legal/sla/docs/Safari10EICapitan.pdf](https://www.apple.com/legal/sla/docs/Safari10EICapitan.pdf)
3. Mozilla Firefox Terms of Use: [↘https://www.mozilla.org/en/about/legal/](https://www.mozilla.org/en/about/legal/)

### 1.20 Public Disclosure

1. The customer authorizes ZEISS to add the name and trademarks of the customer to a list of ZEISS customers on the Internet or for advertising purposes. The customer also agrees to allow ZEISS to verbally refer to the customer as a customer of the products of services from ZEISS that are subject to this agreement.
2. The customer may revoke the right of ZEISS to use the customer's trademark in accordance with this agreement via written notification, providing sufficient time to discontinue use.

### 1.21 Applicable Law, Place of Performance, Jurisdiction, Contract Languages

1. All legal relationships between the contractual parties are subject of the laws and need to be adjusted by the SSCs with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The place of performance is the headquarters of ZEISS.
3. The place of jurisdiction for all disputes and court proceedings resulting from or in connection with this agreement, including its validity, shall be Stuttgart (Deutschland). A possible exclusive place of jurisdiction remains unaffected.

### 1.22 Final provisions

1. There are no verbal collateral agreements.
2. Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.
3. Amendments and/or additions to this agreement must be made in writing. This also applies if the writing form requirement changes.
4. Subject to the regulations in Clause 6.5, the contractual parties may transfer rights and obligations to a third party only after written consent has been obtained from the other party. This consent shall not be withheld unreasonably.
5. The following appendices shall be an integral part of these terms of use:
  - Annex 1 - Performance Specifications
  - Annex 2 - Country-specific Regulations
  - Annex 3 - Additional Software - Its Licensing Terms
  - Annex 4 - Service Provider - SaaS or Cloud Services

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## 2 Annex

### 2.1 Annex 1 - Performance Specifications

The **ZEISS Smart Services Starter Kit** is a cloud-based service product that includes **ZEISS Smart Services Remote Service**, **ZEISS Remote Health check** and **ZEISS Smart Service Dashboard (+)** software applications.

The **ZEISS Smart Services Dashboard** is a cloud-based monitoring application that provides users with an overview of the performance of all their CMMs everywhere and in real time. A cross-location CMM overview also is possible. All of the customer's CMMs are listed on the overview page one below the other, thus providing the customer with a central overview of all key performance indicators for fast and effective control. Via a stoplight logic, the most relevant monitoring data also show the current status of each respective CMM. If the CMM is not green, there has been a corresponding event. Examples of such events occur when temperature limits are exceeded. Collisions such as hard (> 71 mm/s) or soft (< 71 mm/s) collisions also can be displayed via the stoplight logic.

The following monitoring data are currently displayed or will be displayed in the future:

- Temperature curves of various sensors (e.g. room temperature sensor, workpiece sensor, ram sensor)
- Collisions with detailed information (e.g. speed of a collision), location and time stamp
- Operating hours, utilization
- Number of probings
- Travel paths of X, Y, Z axes
- Speeds, accelerations

All available monitoring data that can be used for further measures is shown in detail in the detail view for each CMM. Furthermore, the maintenance and qualification plan can be integrated into the dashboard. If the stored limits are exceeded, notification can be sent via email. If there are any problems on the CMM and it becomes necessary to contact ZEISS Support, it is possible to send a Customer Care ticket to ZEISS Support with just one click directly in the CMM detail view. This ticket is received directly by the coordinator of technical service or the Support employee, and corresponding measures are agreed with the customer.

The following data are permanently sent to the ZEISS Cloud from the controller:

- Computer: computer name, computer hardware, operating system, date, time
- Software: main version, service pack, patch version, patch number, sensor name, license data
- Coordinate measuring machine: CMM type, serial number, firmware revision
- Control console type and firmware
- Probe type and serial number
- CMM measuring range
- Operating mode
- Temperatures of all available temperature sensors
- Collisions

- Operating data: probings, operating hours, accelerations, distance traveled/axis
- Controller operating system
- Controller error messages
- CMM Observer information

Furthermore, the **ZEISS Smart Service Dashboard (+)** provides analyses of device performance and the entire connected ZEISS machine park. In addition to the monitoring functionalities, the analysis application also enables comparisons and evaluations across the entire ZEISS machine park as well as shift-based analyses of collisions, utilization and test plan times in real time and from anywhere.

**ZEISS Smart Services Remote Service** is a service which is based on the technology of TeamViewer. TeamViewer offers the customer the opportunity of working together with ZEISS Support to analyze errors and perform diagnostics on ZEISS applications as well as electrical and mechanical components. (The optimal solution is troubleshooting directly via remote service in which a service engineer does not have to travel to the customer.) During remote testing, the CMM is remote-controlled. The customer must therefore ensure that all travel paths of the CMM are free in order to prevent unforeseen damage.

In addition to the Screenshare function, **ZEISS Smart Services Remote Service** offers many other functions, e.g.:

- Ad hoc-support
- **Smart Services Remote Service** functions as a classical teleservice that enables ZEISS support staff to work directly on the customer's application computer and controller to diagnose the CMM and make repairs, if necessary
- Globally scalable

The most important function is the semi-annual performance of remote health checks with analysis & diagnosis, including a report and the derivation of recommendations by ZEISS experts regarding the condition of certain mechanical and electrical CMM components. The connection for **ZEISS Smart Services Remote Service** is customer controlled and is established only in cases where the customer requires support directly on the CMM or would like to use the Service Remote Health Check. This connection exists only temporarily and is closed again following a remote session. A bidirectional connection between the CMM and the OPC (application computer) and between the OPC and the service computer is established to evaluate the analyzed data on the service computer and make a diagnosis.

The following software services also are required in order to use the **ZEISS Smart Services Starter Kit**:

- **ZEISS Tracer Service**
- **ZEISS CMM Agent**
- **ZEISS Smart Services Cloud Connector**

These services are installed when the **ZEISS Smart Services Starter Kit** is installed and are primarily used to transmit data from the controller to the ZEISS cloud.

The package price of the **ZEISS Smart Services Starter Kit** includes the following services:

- Access authorization for the **ZEISS Smart Service Dashboard (+)** and display of all relevant and available CMMs, parameters, and monitoring data, as well as the creation of digital tickets and use of the telephone function.
- Access authorization for **ZEISS Smart Services Remote Service** and the utilization of all available functions.
- The following services are included:
  - Reactive remote support and diagnosis in the event of system problems or machine failure
  - Reactive remote support and diagnosis in the event of problems with the application software
  - Semi-annual remote health check with analysis & diagnosis, including a report and the derivation of recommendations made by ZEISS experts regarding the condition of certain mechanical and electronic CMM components.

## 2.2 Annex 2 - Country-specific Regulations

### Country-specific service hours and contacts

The respective country-specific contacts are available at the following link:

<https://www.zeiss.com/metrology/contact.html>

The service times can be requested from the ZEISS branch in the respective country.

## 2.3 Annex 3 - Additional Software and Its Licensing Terms and Hardware Requirements

### TeamViewer

Software End User for Software Products from TeamView <https://www.teamviewer.com/en/eula/>

### ZEISS Tracer Service

Software end user license agreement for software products from Carl Zeiss Industrielle Messtechnik GmbH <https://www.zeiss.com/metrology/imprint/legal-notice-general-terms-and-conditions.html?vaURL=www.zeiss.com/metrology/legal-notice>

### ZEISS CMM Agent

Software end user license agreement for software products from Carl Zeiss Industrielle Messtechnik GmbH <https://www.zeiss.com/metrology/imprint/legal-notice-general-terms-and-conditions.html?vaURL=www.zeiss.com/metrology/legal-notice>

### ZEISS Smart Services Cloud Connector

Software end user license agreement for software products from Carl Zeiss Industrielle Messtechnik GmbH <https://www.zeiss.com/metrology/imprint/legal-notice-general-terms-and-conditions.html>

### Microsoft Azure Cloud: locations and terms of use

- Azure locations: <https://azure.microsoft.com/en/global-infrastructure/locations/>
- Terms of Use: <https://azure.microsoft.com/en/support/legal/website-terms-of-use/> und <https://www.microsoft.com/en-us/servicesagreement/default.aspx>

### ZEISS ID – user management/ terms of use

<https://id.zeiss.com/TermsAndConditions/UserAgreement?aid=882a2221-7c7f-4ed4-90a6-5ff4f1536222>

### Requirements for the Operator PC

- Windows 10 Build 1607 (Anniversary Update)
- .NET Framework 4.7.2

## 2.4 Annex 4 - Service Provider - SaaS or Cloud Services

1. Microsoft Deutschland GmbH, Walter-Gropius-Straße 5, 80807 München, Germany
2. TeamViewer Germany GmbH, Jahnstraße 30, 73037 Göppingen, Deutschland Cisco Internation Limited, 9-11 New Square Park, Bedford Lakes, Feltham, England TW14 8HA United Kingdom

### Special provisions:

- For Microsoft Azure, corresponding security regulations have been defined i.a. in the Online Services Terms (accessible upon conclusion of the agreement) under <http://www.microsoftvolumelicensing.com/>, i.a. in the section „General terms“ under „Data protection and security provisions“.
- The hosting sites for the servers can be found in [Annex 3](#) [□ 2-15] in the link provided under Microsoft Azure Cloud

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