General Terms and Conditions of Business for IT-Services ("GTC - IT")

EDAG

Introduction

These "GTC-IT" are applicable only to all kinds of IT services provided by EDAG Engineering GmbH and its affiliated subsidiaries (hereafter referred to individually or together as "EDAG") to customers (hereinafter referred to as "Customer"). These services include the following activities:

A - Provision and use of individual and standard software

B - Performance of services necessary for the maintenance and recovery of the operational readiness of the software (hereinafter referred to as "software maintenance")

C - System administration services in EDAG computer centre (hereinafter referred to as "hosting & basic operation")

Part A - Provision and Use of Individual and Standard Software

1. Rights of Use

1.1. For the purpose of these GTC-IT, software is defined as the individual or standard software programmed by EDAG (e.g. operating, application or configuration programs), also as a part of or in connection with the supply of related target hardware, which is supplied with the hardware products as part of the contractual service.

1.2. The issue of documentation is subject to a separate, written agreement. If documentation is issued, then the term "software" shall include such documentation as well.

1.3. Software supplied by EDAG is protected by copyright. Any and all industrial property rights and rights of exploitation are held solely by EDAG. Upon payment of the agreed price, the Customer shall acquire a single licence, granting the Customer the non-exclusive and non-transferable right to use the software on just one device (target hardware) or one workplace at any one time, unless otherwise agreed in writing.

1.4. This right of usage shall be limited to the agreed period; should no such agreement exist, then this right of usage shall exist for an unlimited period of time.

1.5. The Customer shall be entitled to transfer the software from one device (target hardware) or workplace to another device (target hardware) or workplace, provided that the software may at all times be used only in accordance with the number of licences that have been acquired from EDAG.

1.6. Should the Customer be provided with software for which EDAG possesses only derived rights of usage (hereinafter referred to as "third party software"), then the terms of use agreed to by EDAG and its licensor shall apply in addition to, and take precedence over the provisions of section 1 of these GTC-IT. In the contract documents, EDAG shall indicate the existence, and terms of use, of any third party software provided. In the event of any violation of these terms of use by the Customer, EDAG and EDAG's licensors shall, each on their own behalf, be entitled to enforce any claims and rights arising as a result.

1.7. The Customer is not entitled to grant sub-licences.

1.8. The Customer is not entitled to modify, translate, reverse engineer or disassemble the software, create works derived from , or extract parts of it. The Customer shall be permitted to decompile only within the scope of § 69e UrhG (German Copyright Act).

1.9. The Customer launches the software himself. EDAG will support the Customer in this process upon request and for an additional service fee.

1.10. Unless software is copy protected, the Customer may produce one copy, which may be used solely by the Customer and for backup purposes only. Removal of any copyright notice in the software is prohibited.

1.11. Only the machine readable form ("object code") is to be delivered, the transfer of the source code ist excluded.

1.12. Should software be made available by electronic communication media (e.g. Internet), the passing of risk occurs when the software leaves EDAG's sphere of influence (e.g. during download).

2. Material Defects in Software

2.1. The Customer acknowledges that state of the art, it is currently impossible to develop software working without any error in every application and combination. Therefore, EDAG neither guarantees uninterrupted, nor faultless usage of the program. The scope of works and functions of the software is dependent on the product descriptions valid at the time the contract is entered into, accordingly.

Only such deviations from the product description as can be proved and reproduced by the Customer shall be regarded as material defects in the software. A material defect is disregarded when it does not occur in the most recent version of the software supplied to the Customer and its application may be reasonably be expected by the Customer.

2.2 EDAG does not warrant that the software supplied is compatible with the data processing environment used by the Customer - particularly with software and hardware products installed by the Customer.

2.3. The Customer has to take all reasonable measures to prevent or limit any damage resulting from defective software. Claims are to be made without undue delay, in writing, and shall give as exact a description as possible of the defect as well as the data processing environment. The Customer shall record fault reports in documents to be checked by EDAG, providing details of the occurrence and type of deviation from the description of work, and contribute actively towards limiting errors. The Customer shall run regular backups to ensure safety of programs, entered data a well as to be processed data. Should the Customer neglect this obligation, then EDAG shall not be liable for any consequences arising therefrom, particularly not for the retrieval of lost or damaged data or programs. This shall not constitute any shift in the burden of proof.

2.4. Claims for defects shall be subject to a statute of limitation of twelve months. The statute of limitation for material defects shall begin with the launch or installation of the software, but in no case later than six months after delivery or approval.

2.5. Should the software provided by EDAG become defective during this period, and these defects do not only negligibly impair either the value or efficiency of the software, EDAG will investigate the defects and, provided the defect is covered by warranty, will remedy the situation by either rectifying the defect or supplying software that is free of defect at its own discretion. Program defects shall be eliminated either by demonstrating to the Customer a reasonable circumvention of the defect or by supplying an updated version. Alternatively, EDAG may choose to provide an upgrade version. Should the Customer refuse access to licensed material for the purposes mentioned above, or fail to install the updates or upgrades provided in the user environment, subsequent delivery is not to be regarded as failed. Should, in the case of a warranty claim, several rectifications remain unsuccessful, the Customer shall be entitled to a partial, proportionate discount or the cancellation of the contract.

2.6. Claims made by the Customer regarding expenses incurred as a result of rectification, in particular transport, travel, labour and material costs, are excluded if the software was transferred to a location other than the premises of the Customer subsequent to delivery, unless the transfer conforms with its normal use.

2.7. Any further claims, in particular claims for compensating damage not arising in the software itself, e.g. loss or the incorrect processing of data, are precluded pursuant to section 17.

3. Defects of Title

Unless otherwise expressly agreed, EDAG is obliged to ensure that the software shall be free of industrial property richts and copyrights of third parties (hereinafter referred to as "Property Rights") solely in the country of the place of performance. Should any third party claim the infringement of Property Rights by software supplied by EDAG against the Customer, which is used in accordance with the terms of the contract, EDAG shall be liable to the Customer for software supplied for an unspecified period of time during the statute of limitation, pursuant to section 2.4, as follows:

3.1. EDAG may choose, at its own expense, to acquire the right to use the Property Rights to the software concerned, to modify the software so that no Property Rights are infringed, or to replace it. Section 2 shall apply accordingly. EDAG is liable pursuant to section 17.

3.2. The obligations of EDAG set out above shall apply only if the Customer immediately notifies EDAG in writing of any third party claims, does not acknowledge the claim of infringement, and retains on behalf of EDAG the right to take all defence measures or settlement negotiations.

3.3. Should the Customer discontinue the usage of the software in order to mitigate damages, or for any other good cause, the Customer is obliged to inform the third party that the discontinuance must not be regarded as an acknowledgement of any possible infringement of Property Rights.

3.4. Claims are excluded when the Customer is responsible for the infringement of Property Rights itself, or the infringement of Property Rights has been caused by special Customer requirements, or by an application that was unpredictable to EDAG, or by the Customer's modifications of the software or usage in connection with hardware not supplied by EDAG.

3.5. In the event of any other defect of title, the provisions pursuant to section 2 apply accordingly.

Part B - Provision of Software Maintenance

4. Object of Services

4.1 The object of the services is the provision of maintenance and support services for EDAG software products as well as issuing the corresponding documentation by EDAG.

4.2. Should the Customer purchase additional licences for identical program versions from EDAG during the term of the maintenance agreement, the Parties agree that, subject to appropriate payment adjustments, these licences shall also be included under this agreement.

4.3 The services provided by EDAG are composed of services necessary for maintenance and recovery of the operational readiness of the most recent version of the software (collectively referred to as "Support Services") and, if required, other services for adjustments and enhancements of software programs (hereinafter referred to as "Other Services").

5. Scope of Services

5.1 Trouble-shooting: Should any defects occur when the software is being handled or operated, the Customer shall notify EDAG by e-mail of any suspected or proven program defects, and in particular provide all information needed to analyse it. EDAG will analyse the software affected by the defect. It is a pre-requisite for trouble-shooting and debugging of software to reproduce the defect.

5.2 Support: Should the results of the trouble-shooting indicate that the defect is in the software, the Customer will be informed by telephone or e-mail, how to correct the defect or how to circumvent it. Corrective programs (patches) may also be sent for debugging.

5.3 Remote maintenance services: EDAG is entitled to provide Support Services in the form of remote maintenance or remote diagnosis, provided the Customer meets the technical requirements necessary for remote maintenance. EDAG is entitled to make use of a remote access to perform remote maintenance services. The cost of the connection, in particular telecommunication expenses for remote maintenance, shall be borne by EDAG. EDAG shall implement appropriate measures to ensure that no unauthorised third party can use the remote maintenance equipment to access the Customer's IT system.

5.4 Delivery of updates/upgrades: For the purposes of this Agreement, updates are new versions of the software program from which defects in previous versions have been eliminated. For the purposes of this Agreement, upgrades are new versions of software programs which now feature new functions, or can be used with more powerful hardware or a new operating system. EDAG is entitled to supply an update for debugging, provided the defect reported is a priority level 3 defect. With regard to the granting of the rights of usage for such an update, the provisions concerning rights of usage pursuant to Part A section 1 apply accordingly. There is no entitlement to upgrades being supplied within the scope of Support Services.

6. Correction of Defects

6.1 EDAG shall correct software defects which occur during the term of the maintenance agreement pursuant to the following provisions.
Any defects must be classified into the following categories and shall be processed accordingly.

a) Critical defect (priority 1)

Defects causing a breakdown of the entire system or essential parts thereof, resulting in complete or very nearly complete failure impossible to use it. Operation is impaired to such a degree that immediate corrective measures are essential.

In this case, EDAG will take immediate action upon receipt of notification of the defect, and inform the Customer regularly (at least once a day) of the status regarding the solution.

b) Fundamental defect(priority 2)

Defects imparing the use of the entire system to such a degree that reasonable work with the system is either no longer possible, or only at disproportionate expense of time and effort. The simultaneous occurrence of several fundamental performance defects may lead to a critical performance defect.

EDAG will initiate measures to solve the issue on the day the notification of the defect is received, and inform the Customer of the status of the solution at least every other day.

c) Other defects (priority 3)

In the event of other issues or requirements of an insignificant nature or which either do not affect the usage of the system or only insignificantly, EDAG will begin to solve the problem within 5 working days upon receipt of the notification of the defect and inform the Customer of the status of the solution once a month.

6.2 Catigorization of the defects in their different categories at EDAG's discretion shall take into account (i) the effects of the particular software failure regarding the Customer's business, and (ii) the Customer's other legitimate interests.

6.3 EDAG may provide a temporary fixure of a defect (hereinafter referred to as "Workaround") in case of a delay in the correction of a critical or fundamental defect. The provision of a Workaround does not release EDAG from its responsibility for quickest possible correction of defects.

6.4 The Customer may use the following e-mail address for failure notifications: service@edag-ps.com.

6.5 EDAG shall perform the service within the following service hours, except on statutory bank holidays:

Monday to Friday between 8:00 am and 5:00 pm.

On Christmas Eve (24 December) and New Year's Eve (31 December), provided these fall on a weekday: between 9:00 am and 12:00 am.

6.6 Performance in objectively, immediate action requiring circumstances shall be rendered by EDAG also outside of the service hours (hereinafter referred to as "extended service hours"). EDAG is entitled to surcharges for services performed during extended service hours. Details regarding EDAG surcharges are listed in the price matrix in the appendix to the contract.

7. New Program Versions (Updates)

7.1 EDAG will provide the Customer with new program versions to ensure undisturbed operations if required. The Customer is obliged to ensure that the most recent program versions are installed immediately on receipt of the release from EDAG.

7.2 The documentation shall be adapted to the currently valid program version.

7.3 The object of the maintenance services pursuant to this contract is the currently valid program version.

8. Additional Defect Correction and Adjustment Services, Consulting

8.1 EDAG shall, at the Customer's request and on the basis of a separate order, perform further defect correction and adjustment services. In particular, these include the following services:

a) Software modifications not covered by the maintenance services, in particular adjustments to new products and services, and modifications of the Customer's operations.

b) Adjustment of the software to any modifications made to the Customer's hardware and/or software environment, including new program versions (e.g. new releases, updates/upgrades) of third-party software used.

c) Correction of malfunctions as a result of incorrect operation of the software by the Customer, of acts of God, of third party interferences or of other effects not caused by EDAG.

d) Other adjustments, additions to and expansions of the software at the request of the Customer.

e) Consulting services:

Should EDAG perform other services for the Customer, EDAG is entitled to surcharges pursuant to the attached price matrix. In any particular accounting period, payments shall become due 14 days upon receipt of a correct and verifiable invoice.

9. Rights of Use

9.1 EDAG grants the Customer the right to use software versions provided pursuant to this Agreement to the extent to which the Customer has acquired rights to the software due to the concluded software lincense agreement.

9.2 If software provided under this Agreement replaces a prior version, the rights of use granted to the Customer for the previous version expire at the time when the new version is put into use. The Customer will delete all copies made of the previous versions, including any back-ups, and provide EDAG with a written confirmation of the deletion upon request.

Part C - System Support Services in EDAG Computer Center ("Hosting & Basic Operation")

10. Object of Services

10.1 EDAG's hosting services comprise the following components

- Operating time: 5x8 (08:00 am – 5:00 pm attended operation),
- Technical operation of the offered system landscape (application, database, operating system, server),
- Proactive monitoring of the system landscape,
- Evaluation of anomalies (analysis of alerts, warnings, notification of defects) and implementation of the resulting measures,
- Recovery of serviceability after the failure of system components.

Support of hosted applications is not included in the scope of services.

10.2 Priority levels

The following priority levels are agreed upon for problem analysis and problem solving:

a) Priority level 1:

Failure of central operating functions which are required for intended use of the application, and whose correct operation is directly required due to operational interests of the Customer.

b) Priority level 2:

Failure of central operating functions which are required for intended use.

c) Priority level 3:

Failure of other functions.

10.3 Assignment and analysis of reported software problems

Every operational problem transmitted by the ticket system is analysed by EDAG and then immediately assigned to a responsible person.

An assignment will not be made if the analysis shows that the problem is not covered by this service contract according to the scope of services defined herein. In this case, a corresponding message will be sent immediately to the Customer via the ticket system.

10.4 The following response times apply for the start of the error analysis:

a) Priority level 1:

One hour after receipt of the report.

b) Priority level 2:

Four hours after receipt of the report or, if received outside of operating hours (attended operation), within four hours of the start of attended operation.

c) Priority level 3:

Five working days.

10.5 Troubleshooting

Following the analysis, EDAG will develop a problem solution for the Customer. The following procedures and deadlines are in place to resolve the issues:

a) Priority level 1:

EDAG carries out the elimination of the problem with all available means, even beyond normal working hours, in order to at least shift the problem to a lower priority level; at the latest 72 hours after receipt of the error message, an error of priority level 1 must be rectified.

b) Priority level 2:

EDAG carries out the elimination of the problem with all available means, during the operating time in order to at least shift the problem to a lower priority level; at the latest six working days after receipt of the error message, an error of priority level 2 must be rectified.

c) Priority level 3:

EDAG will, at its own discretion, rectify the error as soon as possible.

The status of the message in the ticket system is changed to "completed" after a successful trial solution. The services actually requested as well as the responsibilities between the parties within the scope of the individual hosting services are determined on a case-by-case basis in a 'competence matrix', which attached as **Appendix 2** is integral part of the order documents.

11. Availability, operating hours, ticket system

11.1 EDAG ensures a 99.5% availability of the hosting system on a monthly basis within 5x8 operation (Monday to Friday, from 08:00 am to 4:00 pm) and a 98.5% availability within 24x7 operation (Monday to Sunday, midnight to midnight).

11.2 On every Tuesday following the 16th of each month, maintenance work (updates, upgrades, etc.) will be carried out from 8:00 pm until 6:00 am on the Wednesday morning. These times are not included in the availability.

Outside normal business hours, every 2nd Saturday and every 2nd Sunday of a month are defined as a possible maintenance window.

11.3 The operating hours (attended operation) on workdays shall be Mon.-Fri., from 08:00 am to 05:00 pm. On Christmas Eve (24 December) and New Year's Eve (31 December), provided these fall on a weekday: between 9:00 am and 12:00 am. Unattended operation is available outside the specified operating hours.

Should problems require a rapid response outside of these operating hours (abort of important programs, system crash, etc.), our support / standby number 0661 6000 600 and central e-mail address service@edag-ps.com are available. The problem will then rectified as soon as possible by a qualified employee. Excluded are statutory bank holidays, on which no support service is available.

11.4 As an option, there is a 24x7 (Mo.-So. midnight to midnight) attended operation. This operation includes 24x7 availability of the support number and a guaranteed short-term response from a qualified employee handling the problem. If the Customer wishes to make use of this option, this service will be incorporated in the order documents.

11.5 EDAG provides the Customer with a web-based ticket system, which can be used to communicate information about operational problems to EDAG.

The ticket system is designed to enable the reporting of problems with basic operation, as well as the status and entries about previous messages can be tracked. Automatic e-mail notification is sent every time there is a status change in the ticket system.

EDAG provides the Customer with instructions on how to use the ticket system.

Part D – General Provisions for all Activity Types

12. Conclusion of contract

12.1 A contract for the respective activity type comes into effect upon signing of an order form by the Customer and EDAG, or by placing an order from the Customer and receipt of a corresponding order confirmation from EDAG by the Customer.

12.2 Order forms and order confirmations are hereinafter referred to as "order documents". Further conditions for software programs may be derived from documents provided by EDAG and become part of the respective contract in form of appendices and order documents. Appendices become an integral part of the contract by reference (for example, in an order document).

12.3 In the event of discrepancies between the terms and conditions in various contract documents, the provisions in the appendices or other individually concluded contracts shall take precedence over the provisions set out in these Terms and Conditions.

13. Coordination of the Customer

13.1 The Customer is obliged to inspect the new program versions for obvious defects immediately upon receipt. Obvious defects discovered during this inspection must be reported to EDAG by e-mail (in text form) within a period of 14 days from the date of the download of the respective update. The report must precisely describe the defect (in particular, the conditions under which it occurs, symptoms and effects of the defect).

13.2 The Customer shall grant EDAG access to its own premises and access to the necessary hardware and software on site during regular business hours and to the required extent, as well as provide the necessary technical facilities. As far as the urgency of the respective maintenance service requires, access is also granted outside the regular business hours of the Customer.

13.3 The Customer is responsible for the correct installation of the new software. Only the instructions of EDAG are relevant for this purpose.

14. Communication

14.1 The Customer shall appoint a contact person to EDAG before the beginning of the service, with whom all measures within the scope of the offered service will be coordinated. Enquiries and messages from end users must always be made via this contact person/representative.

The Customer is obliged to inform EDAG immediately about an exchange of the named contact persons. Any damage or other disadvantages that the Customer may suffer as a result of a breach of this obligation shall be borne by the Customer.

14.2 Any exchange of information, enquiries or messages from the Customer must always be addressed to either the support number 0661 6000 600, the e-mail address service@edag-ps.com or the online ticket system at https://service.edag-ps.com. If other means of communication are used, EDAG cannot ensure prompt processing and documentation of the notification.

General Terms and Conditions of Business for IT-Services ("GTC - IT")

15. Prices and Terms of Payment

15.1 Payment for IT services in accordance with these Terms and Conditions shall be governed by the current price matrix, which shall form an integral part of the order, as **Appendix 1** to the order documents.

15.2 Payment shall be invoiced in advance from the beginning of the contract period on a calendar yearly basis and shall commence at the end of the calendar month in which the Customer purchases the software. The invoice for the year ahead will be issued in January, unless the contract is concluded at a later date in the year. In this case, the invoice is issued in the month in which the Customer receives the software.

15.3 Should existing licenses be extended or new ones acquired, the maintenance and support services will also be invoiced in advance for the year on a pro rata temporis basis.

15.4 EDAG may increase the remuneration for services from the respective service contract with a written notice period of one calendar month and provided the increase does not exceed 15 % in any calendar year. In the event of such an increase, the Customer has the right to terminate the contract within one month from the time of the price increase.

15.5 Invoices are due within 14 days of the invoice date.

16. Claims for Defects

16.1 If no notice of obvious defects is given within a period of 14 days, the Customer can no longer assert any warranty claims.

16.2 If, in any other casesa defect occurs in the services renderedby EDAG on the basis of this agreement, then EDAG shall, at its own discretion and within a reasonable period of time, either remedy the defect or provide the objected service again free of defects (subsequent performance).

16.3 Should subsequent performance prove unsuccessful, in particular if the defect is not remedied despite attempts to remedy the defect, or if subsequent performance is unreasonably delayed or refused without justification, the Customer may, at his own discretion, rescind the affected service or reduce the price for it.

16.4 The Customer has no warranty claims due to defects caused by damage, incorrect connection or incorrect operation by the Customer itself. The claim is also expressly excluded if the Customer itself or through third parties has modified the software, unless he proves that the modification does not significantly complicate the analysis or processing expenses by EDAG and the defect of the software was present at the time of acceptance.

16.5 Claims for defects shall expire one year after beginning of the statutory limitation period.

17. Liability

17.1 Claims for damages and reimbursement of expenses by the Customer against EDAG, for any legal reason whatsoever, in particular due to defects, breach of obligations arising from the contractual obligation or tort, are excluded unless they are based on intent or gross negligence on the part of EDAG, his legal

representatives, executive employees or other vicarious agents. Liability for compensation for indirect damages, in particular for loss of profit, shall only exist in the event of intent or gross negligence on the part of EDAG or its legal representatives, executives or other vicarious agents.

17.2 The limitations of liability pursuant to the preceding paragraph shall not apply in the event of injury to life, body or health, wilful misconduct, the assumption of a guarantee or procurement risk, the absence of a guaranteed feature, the infringement of a material contractual obligation as well as in cases in which EDAG has mandatory liability, in particular in accordance with the German Product Liability Act.

17.3 In the event of damage to property and financial loss caused by negligence as the result of the infringement of a material contractual obligation, however, the amount of claims for damages on the part of the Customer shall be limited to damages foreseeable at the time the contract is entered into, and typical for this type of contract. Material contractual obligations are obligations, the fulfilment of which characterise the contract, and on which the Customer may depend.

17.4 Liability for data loss is limited to typical recovery expenses that would have occured if backup copies had been made regularly and in accordance with the risks involved.

18. Period of Validity and Termination

18.1 The obligation to perform the contractual services begins at the time specified in the order documents and continues for the agreed period. In the case of temporary licensing of the software, the agreement terminates upon expiry of the licenses. After expiry of the agreed contract term, the contract shall be automatically renewed for a further year if it is not terminated by one of the Parties at least three months before the end of the fixed term or extension period.

18.2 The right to extraordinary termination for good cause remains unaffected. Notice of termination must be given in writing. The right to use software automati

cally terminates without notice if the Customer violates an essential provision of these Terms and Conditions.

19. Confidentiality

19.1 "Confidential information" includes all information and documentation of the respective other Party which is labelled confidential or has to be considered confidential due to the circumstances, particularly information regarding operational processes, business relationships and know-how, and all work results.

19.2 The Parties agree to maintain secrecy regarding such confidential information. This obligation continues for the duration of the order and for a period of 3 years following termination of the contract.

19.3 This obligation does not include confidential information

   a) which was verifiably known to the recipient on conclusion of the contract, or subsequently revealed by a third party without violating a confidentiality agreement, legal regulations or official orders;

   b) which is publicly known at the time the contract is concluded, or is made public thereafter, provided this is not based on a violation of this contract;

   c) which has to be disclosed due to statutory obligations, a court order or directive by an authority. If admissible and possible, the recipient obliged to disclose information shall inform the other Party in advance and provide it with the opportunity to oppose the disclosure.

20. Data protection

The Customer is responsible for complying with all data protection regulations governing the processing of connection data and personal data and must ensure that these are complied with in the event of an intervention by EDAG. The Customer agrees to the processing and storage of the data that EDAG has become aware of within the context of contractual relationships and which is required for the execution of the contract.

Insofar as this is essential for the provision of the services pursuant to the contract, EDAG shall be entitled to pass on information about the Customer to subcontractors, whom he has subcontracted to fulfill the contract. EDAG warrants that this information will be used exclusively for the technical implementation of the agreed services and that the subcontractor is obliged to maintain confidentiality to the same extent as EDAG.

21. Concluding Provisions

21.1 Any alterations or amendments must be made in writing. This shall also apply to any alteration or cancellation of this clause.

21.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Wiesbaden, provided that each Party is a merchant or legal entity under public law.

21.3 Should an individual provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions. The contractual Parties shall attempt to replace the invalid provision with a provision which is closest to its legal and economic objective. This also applies in case of a gap.

21.4 The export of the software and documentation may be subject to authorisation, e.g. due to its nature or intended purpose. The Customer shall be liable for any and all infringements of export control regulations, should he utilise the software outside of the country in which the place of business given in the Customer's delivery address is situated, and shall indemnify and hold EDAG harmless from any and all claims for damages lodged by third parties on account of infringements of such export control regulations.