

SOFTWARE USAGE AND EXPORT TERMS AND CONDITIONS

of

INDEX-Werke GmbH & Co. KG Hahn & Tessky

As of Nov. 1, 2016

Note on applicability Illustrations in this publication may deviate from the product supplied. Errors and omissions due to technical progress expected. A word on copyright

© Copyright by INDEX-Werke GmbH & Co. KG

This document is protected by copyright and was originally compiled in German.

The duplication and distribution of this document or parts thereof is prohibited without prior consent of the copyright owner, and any violators will be prosecuted. All rights, including the right to translate, are

1. Subject matter, rights and obligations of the Licensee

1.1. These terms and conditions apply to any release of software to customers (Licensees) by INDEX, the domestic and foreign subsidiaries and affiliated companies of INDEX, and sales partners of the INDEX Group at home and abroad.

1.2 INDEX grants the Licensee the contractual software exclusively for the contractual use. The release of the software is not only subject to these software usage and export terms and conditions, but also to the software license terms of INDEX.

1.3 The software is delivered to the Licensee in the object code. The Licensee receives from INDEX with each delivery of software a user documentation.

1.4 The INDEX software products are based in part on U.S. software and are therefore subject to the export laws and regulations of the U.S. and also of the country in which they are used. The Licensee is therefore obligated to comply with all national and international export laws and regulations that apply to these software products. This also applies to a possible use of these software products by third parties.

Under such laws and regulations, there may be restrictions with regard to

- another user (see Section 2 below),
- a new destination or location of use (see Section 3 below),
- a new use or new application (see Section 4 below).

2. Restrictions of the software in terms of another user

Due to national and international export laws, the Licensee of the software,

either himself/herself or jointly with others as users, service providers, sell-

ers, distributors or sub-distributors, is prohibited to deliver, export, ship or

otherwise make available the use of services, consumer goods or technology

created with the software or the software itself or pieces of the software or

any goods or services derived therefrom

(i) to nationals or residents of Cuba, Iraq, Libya, North Korea, Sudan, Syria

or other countries against which the United States has imposed trade

embargoes or restrictions,

(ii) to any individuals or entities on the list of specially designated nationals,

specially designated drug traffickers or specially designated terrorists or

on the lists of the U.S. Department of State of debarred parties or on the

lists of the U.S. Department of Commerce of denied persons or firms.

The Licensee of the software takes note that the above listings under (i) and

(ii) are subject to change; he/she will consider such changes in order to ensure

ongoing compliance in the use and application of the software or in case of

a change of the user of the software with any provisions subject to change.

Software usage and export terms and conditions

4

5

3. Restrictions of the software in terms of a new destination or loca-

tion of use

Due to national and international export laws, the Licensee of the software, either himself/herself or directly or indirectly, and either individually or jointly with others as users, service providers, sellers, distributors or sub-distributors, is prohibited to export, ship or otherwise make available the use of the soft-

ware or any part of the software itself or any applications derived therefrom

to countries or locations for which the U.S. government or a government (iii)

agency requires an export license or other export approval, without first

obtaining such license or other approval.

The Licensee of the software takes note that the above countries or locations

listed under (iii) are subject to change; he/she will consider such changes in order to ensure ongoing compliance with any provisions subject to change,

in the event of a change in the contractual destination or location of use of

the software.

4. Restrictions of the software in terms of its use

4.1. Restrictions on the use of the software for the production of missiles, chemical or biological weapons or equipment and facilities for these purposes

The Licensee of the software may not use the software or parts of this software or applications derived therefrom – unless a valid export approval from the U.S. Department of Commerce or, if applicable, from another competent government agency has been obtained – either himself/herself or indirectly via users, distributors, sub-distributors or licensees, for the planning, development, production, stockpiling or use of missiles or chemical or biological weapons or for facilities that are intended for the production of chemical weapons or precursors for chemical weapons.

4.2. Restrictions on the use of the software for the production of plutonium or other nuclear fuels, nuclear facilities, heavy water, separation of isotopes or equipment and facilities for these purposes

The Licensee of the software may not use the software or parts of this software or applications derived therefrom – unless a valid export approval from the U.S. Department of Commerce or, if applicable, from another competent government agency has been obtained – either himself/herself or indirectly via users, distributors, sub-distributors or licensees, for the research, planning, development, production, construction, testing or the possession of nuclear weapons, nuclear explosives, components or subassemblies of such instruments, or for the research, planning, development, production, construction, operation or maintenance of nuclear reactors, critical facilities, equipment for the production of nuclear fuels, equipment for the conversion of nuclear material from one chemical form to another, separate nuclear stockpiles, or for the research, planning, development, production or construction, operation or maintenance of the following facilities or components for such facilities: facilities for the

chemical processing of radioactive waste or material contaminated by radiation, facilities for the production of heavy water, facilities for the separation of isotopes from source material and nuclear waste or for the production of nuclear fuels containing plutonium.

5. Liability

> 5.1 The Licensee represents and warrants that all users of the software are aware and adhere to these terms of use and export conditions of the

software. This pertains in particular to transferring the software to third

parties.

5.2 The Licensee agrees that in the event of a change in the destination or

location of use of the software, he/she will obtain all the required permits

or export licenses and keep them for a period of at least five (5) years in

order to present them to the competent authorities if so requested.

The Licensee shall indemnify INDEX from any liability for claims against 5.3

INDEX arising from or in connection with a violation of these conditions.

Software usage and export terms and conditions INDEX-Werke GmbH & Co. KG Hahn & Tessky

7



INDEX-Werke GmbH & Co. KG Hahn & Tessky

Plochinger Straße 92 D- 73730 Esslingen

Fon +49 711 3191-0 Fax +49 711 3191-587

info@index-werke.de www.index-werke.de