

EDCENTER SAAS TERMS AND CONDITIONS

EDCENTER TERMS AND CONDITIONS

Welcome to the EDCenter

THIS LEGAL AGREEMENT BETWEEN YOU AND INTERNATIONAL TECHNOLOGY GMBH GOVERNS YOUR USE OF THE EDCENTER SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). BY SUBMITTING YOUR PURCHASE ORDER YOU ARE HEREBY ACCEPTING THE EDCENTER TERMS AND CONDITIONS. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS.

International Technology GmbH is the provider of the Service, which permits you to utilize certain Internet services, including storing vessel data, personal content, (such as contacts, photos, notes, reminders, documents, email) and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. EDCenter is enabled when you are running International Technology's own or foreign devices with DocSoft and sign in with your International Technology ID during device setup, unless you are upgrading the device and have previously chosen not to enable EDCenter. You can disable EDCenter in Settings. When EDCenter is enabled, your content will be automatically sent to and stored by International Technology GmbH, so you can later access that content or have content wirelessly pushed to your other EDCenter-enabled devices or other computers and smartphones.

I. REQUIREMENTS FOR USE OF THE SERVICE

By accepting this Agreement, you represent that you understand and agree to the foregoing.

A. Devices and Accounts. Use of the Service may require compatible devices, Internet access, and software license access (fees apply); may require periodic updates; and may be affected by the performance of these factors. International Technology GmbH reserves the right to limit the number of Accounts that may be created from a device and the number of devices associated with an Account. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

B. Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your Account per engine is allocated to 4 GB of storage capacity per year. Additional storage is available for purchase. Exceeding any applicable or reasonable limitation of bandwidth, or storage capacity is prohibited. If your use of the Service or other behavior intentionally or unintentionally threatens International Technology GmbH's ability to provide the Service or other systems, International Technology GmbH shall be entitled to take all reasonable steps to protect the Service and International Technology GmbH's systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

C. Availability of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries and International Technology GmbH makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

D. Changing the Service. International Technology GmbH reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, International Technology GmbH will have the right to terminate this Agreement and your account. You agree that International Technology GmbH shall not be liable to you or any third party for any modification or cessation of the Service.

II. FEATURES AND SERVICES

A. Backup

The Service creates automatic backups periodically. If an account has not exceeded the license or has not uploaded new data for a period of one hundred and eighty (180) days,

International Technology GmbH reserves the right to stop the access for uploading, however, existing data can still be viewed. Meaning your EDCenter data is stored in, and can be accessed via EDCenter on your devices and computers.

International Technology GmbH shall use reasonable skill and due care in providing the Service, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, INTERNATIONAL TECHNOLOGY GMBH DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND INTERNATIONAL TECHNOLOGY GMBH SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR.

On request, you can ask for a local EDCenter backup to your server.

E. Public Beta

From time to time, International Technology GmbH may choose to offer new and/or updated features of the Service (the "Beta Features") as part of a Public Beta Program (the "Program") for the purpose of providing International Technology GmbH with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and International Technology GmbH, and that International Technology GmbH is not obligated to provide you with any Beta Features. International Technology GmbH may make such Beta Features available to Program participants by online registration or enrollment via the Service. You understand and agree that International Technology GmbH may collect and use information from your Account, devices and peripherals in order to enroll you in a Program and/or determine your eligibility to participate. You understand that once you enroll in a Program you may be unable to revert to the earlier non-beta version of a given Beta Feature. In the event such reversion is possible, you may not be able to migrate data created within the Beta Feature back to the earlier non-beta version. Your use of the Beta Features and participation in the Program is governed by this Agreement and any additional license terms that may separately accompany the Beta Features. The Beta Features are provided on an "AS IS" and "AS AVAILABLE" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. International Technology GmbH strongly encourages you to backup all data and information on your device and any peripherals prior to participating in any Program. You expressly acknowledge and agree that all use of the Beta Features is at your sole risk. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR PARTICIPATION IN ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACKUP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. International Technology GmbH may or may not provide you with technical and/or other support for the Beta Features. If support is provided it will be in addition to your normal support coverage for the Service and only available through the Program. You agree to abide by any support rules or policies that International Technology GmbH provides to you in order to receive any such support. International Technology GmbH reserves the right to modify the terms, conditions or policies of the Program (including ceasing the Program) at any time with or without notice, and may revoke your participation in the Program at any time. You acknowledge that International Technology GmbH has no obligation to provide a commercial version of the Beta Features, and that should such a commercial version be made available, it may have features or functionality different than that contained in the Beta Features. As part of the Program, International Technology GmbH will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta Features. You agree that in the absence of a separate written agreement to the contrary, International Technology GmbH will be free to use any feedback you provide for any purpose.

III. SUBSCRIPTION

A. Right of Withdrawal

If you choose to cancel your yearly subscription following its initial purchase, you may do so by informing International Technology GmbH with a clear statement 30 days before the expiration of the initial contract. Otherwise the license will be

prolonged for another year. You do not need to provide a reason for cancellation. To meet the cancellation deadline, you must send your communication of cancellation 30 days before the expiration date.

Customers in the EU and Norway also have the right to inform us using the model cancellation form below:

To: International Technology, Juchstrasse 45, CH-8500 Frauenfeld, Switzerland

I hereby give notice that I withdraw from my contract for the following:
Ordered on [INSERT DATE]
Name of consumer
Address of consumer
Date

IV. Your Use of the Service

A. Your Account

As a registered user of the Service, you receive an individual Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify International Technology GmbH of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, International Technology GmbH shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

B. No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an International Technology GmbH ID, email address, domain name, WhatsApp ID, or similar resource used by you in connection with the Service.

C. No Right of Survivorship

Unless otherwise required by law, You agree that your Account is non-transferable and that any rights to your International Technology GmbH ID or Content within your Account terminate upon termination. Upon receipt of a copy of a termination certificate your Account may be terminated and all Content within your Account deleted. Contact International Technology GmbH at www.fuchstechnology.com for further assistance.

D. No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

V. Content and Your Conduct

A. Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, graphics, images, sounds, videos, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not International Technology GmbH, are solely responsible for any Content you upload, download, transmit, store or otherwise make available through your use of the Service. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. International Technology GmbH does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

B. Your Conduct

You agree that you will NOT use the Service to:

- upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- threaten or harm another;
- engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not

have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

d. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

e. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

f. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

g. plan or engage in any illegal activity; and/or

h. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

C. Removal of Content

You acknowledge that International Technology GmbH is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, International Technology GmbH reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

D. Back up Your Content

With a special service International Technology GmbH will give you access for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. International Technology GmbH shall use reasonable skill and due care in providing the Service, but International Technology GmbH does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

E. Access to Your Account and Content

International Technology GmbH reserves the right to take steps International Technology GmbH believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that International Technology GmbH may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as International Technology GmbH believes is reasonably necessary or appropriate, if legally required to do so or if International Technology GmbH has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of International Technology GmbH, its users, a third party, or the public as required or permitted by law.

F. Copyright Notice

If you believe that any Content in which you claim copyright has been infringed by anyone using the Service, please contact International Technology GmbH's.

G. Content Submitted or Made Available by You on the Service

1. License from You. Except for material we may license to you, International Technology GmbH does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, you grant International Technology GmbH a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted

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or made available, without any compensation or obligation to you. You agree that any Content submitted or posted by you shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. By submitting or posting such Content on areas of the Service that are accessible by the public or other users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.

2. Changes to Content. You understand that in order to provide the Service and make your Content available thereon, International Technology GmbH may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits International Technology GmbH to take any such actions.

3. Trademark Information. International Technology GmbH, the International Technology GmbH logo, EDCenter, the EDCenter logo and other International Technology GmbH trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of International Technology GmbH. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

VI. Software

A. International Technology GmbH's Proprietary Rights. You acknowledge and agree that International Technology GmbH and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

B. License From International Technology GmbH. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

C. Export Control. Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the various countries. You agree to comply with all applicable export and import laws and regulations. You also agree that you will not use the Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your Account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

D. Updates. From time to time, International Technology GmbH may update the Software used by the Service. In order to continue your use of the Service, such updates may be automatically downloaded and installed onto your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software.

VII. Termination

A. Voluntary Termination by You

You may delete your International Technology GmbH ID and/or stop using the Service at any time. If you wish to stop using EDCenter on your

device, you may disable EDCenter from a device by opening the Structure Configurator and User Administrator on your device. To terminate your Account and delete your International Technology GmbH ID, contact International Technology GmbH www.fuchstechnology.com. If you terminate your Account and delete your International Technology GmbH ID, you will not have access to other International Technology GmbH products and services with that International Technology GmbH ID. This action may be non-reversible. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing year during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

B. Termination by International Technology GmbH

International Technology GmbH may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by International Technology GmbH in its sole discretion and International Technology GmbH will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, International Technology GmbH may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by International Technology GmbH in its sole discretion and International Technology GmbH will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service, though it will refund pro rata any pre-paid fees or amounts.

C. Effects of Termination

Upon termination of your Account you may lose all access to the Service and any portions thereof, including, but not limited to, your Account, International Technology GmbH ID and Content. In addition, after 3 years, International Technology GmbH will delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

VIII. Links and Other Third Party Materials

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because International Technology GmbH may have no control over such third party sites and/or materials, you acknowledge and agree that International Technology GmbH is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that International Technology GmbH shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

IX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

INTERNATIONAL TECHNOLOGY GMBH SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

INTERNATIONAL TECHNOLOGY GMBH DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT

YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME INTERNATIONAL TECHNOLOGY GMBH MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTERNATIONAL TECHNOLOGY GMBH AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, INTERNATIONAL TECHNOLOGY GMBH AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

INTERNATIONAL TECHNOLOGY GMBH DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND INTERNATIONAL TECHNOLOGY GMBH DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

INTERNATIONAL TECHNOLOGY GMBH SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM (A) INTERNATIONAL TECHNOLOGY GMBH'S FAILURE TO USE REASONABLE SKILL AND DUE CARE; (B) INTERNATIONAL TECHNOLOGY GMBH'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INTERNATIONAL TECHNOLOGY GMBH AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF INTERNATIONAL TECHNOLOGY GMBH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

INDEMNIFICATION

You agree to defend, indemnify and hold International Technology GmbH, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by International Technology GmbH as part of its investigation of a suspected violation of this Agreement or as a

result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another. This means that you cannot sue International Technology GmbH, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of International Technology GmbH's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless International Technology GmbH from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

X. GENERAL

A. Notices

International Technology GmbH may provide you with notices regarding the Service, including changes to this Agreement, by email to your EDCenter email address (and/or other alternate email address associated with your Account if provided) by regular mail, or by postings on our website and/or the Service.

B. Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and International Technology GmbH shall be governed by the laws of Switzerland, excluding its conflicts of law provisions. You and International Technology GmbH agree to submit and exclusive jurisdiction of the courts located in Thurgau, Frauenfeld, to resolve any dispute or claim arising from this Agreement.

C. Entire Agreement

This Agreement constitutes the entire agreement between you and International Technology GmbH, governs your use of the Service and completely replaces any prior agreements between you and International Technology GmbH in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of International Technology GmbH to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

D. "International Technology GmbH" as used herein means:

- International Technology GmbH, located at Juchstrasse 45, 8500 Frauenfeld, Switzerland

ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.