

ETAS provisions regarding Export control and Customs

1. Each party is entitled to refuse to perform its obligations under this contract insofar as the foreign trade law, including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions, which is applicable to this contract and/or the performance of the contract (hereinafter "Foreign Trade Law") render impossible or prohibit the fulfillment of obligations under this contract. In such cases, either party is entitled to terminate this contract in whole or in part to the extent that the Foreign Trade Law makes it impossible or prohibits the proper fulfillment of obligations under this contract. If, in the event of partial termination, a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.
2. In case of delay in the performance of obligations under this contract caused by licensing, authorization or similar requirements under Foreign Trade Law (hereinafter "Authorization"), the agreed deadlines and dates shall be extended/postponed by the period between the conclusion of the contract and the granting of the Authorization. In the event an Authorization be denied or not granted within 12 months after filing the application, either party is entitled to terminate or rescind from the contract in whole or in part insofar as the performance of the obligation requires this Authorization. If a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.
3. Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or render impossible performance according to clause 1, or delay performance according to clause 2.
4. Upon request, the customer shall provide any information and documents that we require to comply with Foreign Trade Law or that authorities request from us. This includes information and documentation including, without limitation, on the end user, the destination and the intended (end-)use of the Deliveries and Services. We may, in its sole discretion, refuse to perform its obligations under this contract or terminate the contract, if the customer does not provide us with such information or documents within a reasonable time period set by us.
5. In the event that the customer provides to any third party (specifically including any affiliate of the customer) any Deliveries and Services, the customer shall comply with applicable Foreign Trade Law, insofar as customer's non-compliance could lead to a violation of our obligations to act or to refrain under Foreign Trade Law.

We are entitled to refuse to perform its obligations under this contract to the extent that customer's breach of duty could lead to a breach of our obligation to act or refrain under Foreign Trade Law, or to terminate the contract for cause, if the customer breaches this obligation.

6. Insofar as the customer purchases products from us that fall under the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EC) No. 765/2006 as amended, the following shall apply:
 - 6.1 The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No. 765/2006, as amended from time to time.

- 6.2 The customer shall undertake its best efforts to ensure that the purpose of clause 6.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 6.3 The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 6.1.
- 6.4 If the customer breaches clause 6.1, 6.2, or 6.3, at least negligently, this shall entitle us to immediately cease further deliveries to the customer and to terminate this contract and any contracts concluded under this contract at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this contract for cause shall not be affected by this.
- 6.5 The customer shall immediately inform us about any problems in applying clauses 6.1, 6.2, or 6.3, including any relevant activities by third parties that could frustrate the purpose of clause 6.1. The customer shall make available to us information concerning compliance with the obligations under clauses 6.1, 6.2, or 6.3 within two weeks of the simple request of such information.
- 7.1 For delivery of goods across customs borders to us, the customer is obliged to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to us, the customer is obliged to declare a value, which reflects a fair market price as well as the note "For Customs Purpose Only" in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively software.
- 7.2 Unless explicitly agreed otherwise in written form in the delivery or quotation documents, the customs-cross-border supply or provision of software, technology or other data (e.g. map data) shall be performed exclusively by electronic means (e.g. e-mail or download). This clause does not cover the supply of embedded software (software which is flashed on hardware).