

Agreement for Cases of Remote Maintenance

Between

Lang GmbH & Co. KG, Dillstraße 4, 35625 Hüttenberg, Germany,

- hereinafter "Contractor" -

and

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- hereinafter "Customer" -

the following is agreed for the case that the Contractor performs remote maintenance at the request of the Customer:

§ 1.

General Obligations of the Contractor

The Contractor is obligated to perform remote maintenance work only on instruction by employees of the Customer that are authorised for this purpose.

Personal, business or commercial data which become known to the Contractor in the course of fulfilling this Agreement may only be used by the Contractor for the purposes of remote maintenance. The Contractor is forbidden to communicate this data to a third party.

§2.

Technical and Organisational Security Measures

The Contractor is to use the Teamviewer software for remote maintenance. Please refer to the security test of the Teamviewer software by the manufacturer. On request, the Contractor will provide the documents that are available to the Contractor for this purpose.

The Customer confirms that the Customer has been informed that the Teamviewer client run by the Customer can be configured in such a way that only selected programmes and functions can be made available on the PC on which remote maintenance is to be performed.

The Customer can terminate the Teamviewer client session at any time.

No remote maintenance is performed by the Contractor without intentional activation on the part of the Customer.

The Contractor only uses granted access rights to the extent that they are indispensable for the performance of remote maintenance work.

The Customer is entitled to follow the remote maintenance work on a monitor and to terminate this at any time.

As soon as it is no longer required for the performance of remote maintenance work, all data received and transferred is to be deleted immediately by the Contractor or returned to the Customer. This also applies to any possible paper printouts given to the Contractor.

The Contractor recommends that the Customer call the Contractor before every remote maintenance session as a rule in order to ensure that no third party is impersonating the Contractor.

Before every remote maintenance session, the Customer's machine is to be prepared in a mode that ensures the individual performing the remote maintenance cannot boot the machine without the user's approval.

By entering the session number provided to the Customer by the Contractor, the Customer confirms that the Customer agrees to the remote maintenance and that an employee of the Contractor may access the data necessary for the session.

Any movement of an axis on the machine of the Customer is to be carried out on-site by the user.

§3. Viruses and Similar, Virus Protection

The Contractor warrants that the Contractor uses appropriate state-of-the-art virus protection programs. Nevertheless, the spread of viruses and similar by the Contractor cannot be ruled out.

The Customer declares that the Customer accepts these risks and consents to remote maintenance.

§4. Liability

The Contractor indicates that the Contractor is not liable for damages caused by third parties. The Contractor warrants that the Contractor ensures via the Contractor's employees that the security regulations of the software used, in particular Teamviewer, are adhered to.

The liability of the Contractor is restricted to intent and gross negligence. Liability in the event of negligent harm caused to life, limb and health shall remain unaffected; this also applies to statutory liability laid down in the German Product Liability Act.

If the Contractor's liability for compensation for damages is excluded or limited, then such exclusion or limitation shall also apply with respect to the personal liability for compensation for damages of the Contractor's employees, workers, representatives and vicarious agents.

§5.
Final Provisions

German law applies exclusively to the remote maintenance as well as the rights and obligations arising from this Agreement.

The place of performance and place of jurisdiction is exclusively Hüttenberg.

Should a provision of this Agreement be or become ineffective or unfeasible, the parties are obligated to replace the ineffective or unfeasible provisions with effective or feasible provisions that come so close to the ineffective or unfeasible provisions in their economic success that it is reasonable to assume that the parties would have concluded the Agreement with this clause as well. Should such a settlement not be found, the ineffective or unfeasible nature of one or more provisions of the Agreement does not effect the validity of the Agreement overall, unless the ineffective or unfeasible provisions are of such great significance to the Agreement that it is reasonable to assume that the parties would not have concluded the Agreement without the ineffective or unfeasible provision.

City, Date

Lang GmbH & Co. KG

Customer