

## USER AGREEMENT

Innotech Arbeitsschutz GmbH, hereafter referred to as "Innotech", grants its customers the right to use a web application for drafting assembly documentation, hereafter referred to as INNOIdoc. The access is granted to Innotech's customers for the term of the company's entrepreneurial capacity.

The scope and implementation of the application provided by Innotech is exclusively defined by Innotech, so that Innotech is not obliged to perform upgrades. On the contrary, the customer is responsible for the system requirements and hardware necessary to use the provided application.

The customer is hereby bound to use these applications exclusively for the documentation of his/her undertakings (installations) with Innotech products, and therefore to neither reproduce or allow use of the application to third parties without the express approval from Innotech.

Innotech is liable for consequences and damages only if resulting from any intentional or negligent action on its part where a limitation of liability is not permitted.

This user agreement for the application is of an indefinite term and can be terminated by either party in writing at the end of the calendar month. After termination of the contract, any continued use of this application by the customer is prohibited.

Innotech reserves for itself absolute and sole ownership rights of the software for the full term of the agreement and afterward in perpetuity, as well as all intellectual property rights for the software and any related developments, especially upgrades, handbooks, etc.

After termination of the contract, the customer is obligated to return or yield to Innotech any and all aids which had been provided by Innotech for the use of the application, or to delete them immediately upon Innotech's request.

Innotech reserves the right to unilaterally alter this user agreement, whereby the customer retains the right to discontinue the agreement upon being notified of these changes. If the customer does not express his/her wish to discontinue the agreement, he is presumed to agree to any changes made and is thereby bound to act in accordance with them.

In case of any damages incurred, the customer is obligated to notify Innotech immediately and in writing of any defects or errors in the application that have become apparent.

The customer hereby agrees to receive notifications – especially by e-mail – about Innotech products and other information from Innotech.

By registering for the application, the customer certifies the accuracy and completeness of the information provided and is required to notify Innotech of any changes without being prompted to do so.

The customer is hereby required to keep access data for the Innotech application confidential and inaccessible to third parties. He/she will be held liable for any damages resulting from negligent use of the application by third parties.

Innotech reserves the right to pass on its duties or the entire contract, along with any related liability, to a third party. This does not apply to consumer businesses; for consumer businesses, Innotech reserves the right to hire other companies at its own risk to provide services related to this contract.

This agreement is subject exclusively to Austrian law, at the exclusion of the UN sales law.

Any disputes will be brought before the court under whose jurisdiction Innotech's headquarters lies.

The customer bears any legal fees associated with the completion of this agreement.

This agreement is also subject to Innotech's general terms and conditions, which can be found at [www.innotech.at](http://www.innotech.at)