



### **WAN license:**

If the Contracting Party acquires a WAN license, the provisions of Section 3.2 letter b) of the Subscription Terms and conditions shall apply, except that the Contracting Party's network may extend to the entire world. For WAN licenses, the following export compliance provisions apply in particular:

### **Export Compliance**

1. For (a) the transfer of goods (goods, software and technology) across national borders as well as for (b) the provision of services (e.g. assembly, maintenance, repair, instruction as well as training) abroad or with extraterritorial effect, which serves the fulfillment of our contractual obligations, national and European foreign trade law as well as - where relevant - US export control law shall apply. Individual deliveries or services may be subject to a restriction or prohibition in accordance with these regulations. If this is the case, EPLAN shall be released from the obligation to perform to the extent of the restriction or prohibition.

2. Upon request, the Contracting Party shall provide EPLAN with adequate and complete information on the end use and end destination of the goods to be delivered or services to be rendered. For this purpose, the Contracting Party shall issue the necessary documents using officially prescribed forms and provide EPLAN with the originals so that EPLAN can check them and provide the necessary evidence to the competent supervisory authority.

3. In the event that an export or shipment license or another license or release under foreign trade law is required, EPLAN's obligation to perform shall depend on the competent authority granting it. If the permit or release is not granted or if other obstacles under foreign trade or customs law prevent the performance of the contract, EPLAN shall be entitled to withdraw from the contract in its entirety or with respect to the affected delivery or service obligation. Services already rendered shall be reversed, provided that there are no obstacles to this under foreign trade law.

4. Compliance with agreed delivery periods shall be subject to the timely granting of the necessary export or shipment permits or other approvals by the competent authority. If this is delayed, the delivery period shall be extended by the duration of the official procedure as well as a reasonable restart period after receipt of a positive decision; during this period no delay may occur.