General Terms and Conditions

1 Area and Scope of Application

1.1 The receipt of a Purchase Order ("P.O.") from the client and confirmation of the order by "DR YIELD software & solutions GmbH" constitutes a binding agreement between the client and DR YIELD software & solutions GmbH ("DR YIELD").

1.2 With the placement of a Purchase Order („P.O.") the client is confirming the acceptance of these "General Terms and Conditions". The terms and conditions of the client are invalid for the entirety of our business relations.

1.3 The "General Terms and Conditions" are an integral part of any business relationship between DR YIELD as a seller of software licenses, programming services or service contracts covering expert consultancy offered to clients of DR YIELD.

1.4 All offers are subject to change without notice.

Section I - BUSINESS CONSULTING SERVICES

2 General Provisions for Business Consulting Services

2.1 Business consulting services are offered within the framework of generally accepted principles and rules of the profession.

2.2 The scope of the consultancy order is to be agreed on contractually.

2.3 It is the responsibility of the client to ensure that the organizational circumstances are favorable for an expeditiously progression of the consultancy services, if the consultancy is carried out on the clients business premises.

2.4 It is the responsibility of the client to ensure that all documents needed for the performance and completion of the order are made available to the business consultant on a timely basis without having to be specifically requested, and, further, that the consultant be informed of all occurrences and circumstances that are of significance to the implementation of the order. This also applies to all documents, events and circumstances that first emerge during the consultancy period.

2.5 It is the responsibility of the client that his staff and the employees' representative board (works council), as legally provided for and when in place, be informed of the consultancy project prior to its inception.

2.6 The relationship of trust between the client and the business consultant requires that the consultant be fully informed about previously performed and/or current consultancies, including such in other fields.

3 Correction of Deficiencies and Warranty

3.1 DR YIELD is entitled and obligated to correct errors and deficiencies in its consultancy services that subsequently become known. DR YIELD is obligated to immediately inform the client thereof.

3.2 The client is entitled to cost-free correction of deficiencies, insofar as DR YIELD is responsible for them. This right ends six months after the work subsequently found faulty has been delivered.

3.3 Reversing the burden of proof, i.e., requiring DR YIELD to prove that it is innocent of a deficiency is ruled out.

4 Claim for Fee for Service

4.1 DR YIELD has the right to claim payment by the client of the agreed fee in consideration of the performance of consulting services.

4.2 If the performance of the order is prevented by the client after the contract has been signed (e.g., because of cancellation), DR YIELD is nonetheless entitled to the agreed-upon fee.

4.3 If, for good cause, the order is not completed by DR YIELD, then the right to the part of the fee that covers services to that point retains. This is particularly the case if, despite cancellation, the services to that point are utilizable by the client.

4.4 DR YIELD can make the completion of its services dependent on the complete satisfaction of the claimed fees. Complaints about the work of the business consultant do not justify, other than in the case of obvious deficiencies, nonpayment of the remuneration to which DR YIELD is entitled.

Section II - SOFTWARE SERVICES

5 Standard Software Products

5.1 Standard Programs are programs that are listed as products in our marketing material or on our web site.

5.2 Standard programs can either be sold to the client or licensed as a "time based license" (TBL).

5.3 Standard programs are licensed as site-licenses. Therefore, the software can be installed on one computer system that is specified with its unique IP address in the license file. Transfer of the software to another computer system requires the approval of DR YIELD and a new license file.

5.4 A failover cluster is considered one computer system and requires only one license file.

5.5 A site-license permits the licensee of the program to process the data that are generated on the manufacturing site or test site that is specified in the license file. Processing of data that are generated outside the specified manufacturing site or test site is not permitted by the standard software license. Processing of data provided by subcontractors of the licensee (e.g. test foundry services) needs the approval of DR YIELD. Processing of data as a service for third parties, whether for a fee or not, is strictly prohibited.

5.6 If standard programs are sold to the client, the client obtains the non-transferable right to use the standard program for an unlimited time. The client is not allowed to resell, sell, lease or by any other means transfer or copy the standard program to any other organization or person, regardless whether this is for a fee or not.

5.7 If standard programs are licensed under a "time based license" then the client is given an non-exclusive right to use the standard programs for a monthly, quarterly or annual license fee, as agreed on in the license agreement.

5.8 Standard programs that are sold or licensed to the client according to the rules and conditions of the license agreement, which is an integral part of any software license contract between DR YIELD and a client.

5.9 When standard programs have been ordered, the client confirms by virtue of the order his knowledge of the scope of performance of the ordered program.

5.10 DR YIELD remains the right to terminate support for programs, whether they have been sold or licensed, after a reasonable period of time, especially, but not limited to circumstances where third-party components, operating systems or other parts on which the programs depends on are not longer supported by the third party. In case the program has been licensed under a "time based license", the support can only be terminated at the end of a license period.

6 Custom Designed Software and Customization Services

6.1 Individual, custom-designed programs shall be elaborated in line with the type and scope of the information, documents and accessory aids which have been made available by the client. Included are customary test data as well as the opportunity to test to the necessary extent, which the client shall make available on a timely basis, during normal business hours, and at his expense. If the client has already been working in real time in an operating system that is being made available for testing, the responsibility for securing the real data lies with the client.

6.2 The basis for creating custom-designed programs shall be the written requirement specification that either is provided by the client or that DR YIELD specifies, at the clients expenses, on the basis of documentation and information provided to him by the client. This requirement catalogue is to be inspected by the client for correctness and completeness and has to be signed off. Requests for modifications which are made thereafter can result in separate deadline and price agreements.

6.3 For individually created software or program adaptations, it is required that each program be accepted by the client at the latest four weeks after delivery by DR YIELD. This acceptance will be confirmed in a record of the transaction by the client (inspection for correctness and completeness in line with the requirement specification accepted by DR YIELD on the basis of the test data made available). Should the client allow four weeks to pass without accepting the program, the delivered software shall be deemed to have been accepted as at the last day of the stated time period. If the client uses the software operationally, the software is thereby deemed to have been accepted by the client. Possible defects – deviations from the written performance specifications – are to be reported to DR YIELD with sufficient supporting documentation. DR YIELD shall make efforts to correct the defects as quickly as possible. If there are serious defects that have been reported in writing, i.e., if usage of the software operationally has not commenced or cannot be continued, a renewed acceptance of the work following correction of the deficiency is required. The client does not have the right to refuse software because of immaterial defects.

6.4 Should it prove in the course of the work to be impossible, actually or legally, to complete the order in line with the requirement specification, it is the responsibility of DR YIELD immediately to inform the client thereof. If the client does not change the performance specification accordingly or create the conditions to make completion of the order possible, DR YIELD can reject performance of the order. If the impossibility of carrying out the order is due to an omission on the part of the client or to a later change by the client in the requirement specifications, DR YIELD is entitled to withdraw from the order. The client has to reimburse costs and fees that have come due for the work as well as any dismantling costs.

6.5 The shipment of program carriers, documentation, and requirement specification shall be at the expense and risk of the client. Should the client wish further training and elucidation, these will be billed separately. Shipments will be covered by insurance only at the request of the client.

6.6 In cases where a written requirement specification can not be created by, with or for the client, custom software development can only be ordered on an hourly bases. The client will receive a detailed work report and be charged based on the actual amount of hours used. The hours used may include hours used for development, coding, testing, problem solving, documentation, planning, meetings, project management, among others. If no detailed, agreed-on requirement specification is available, an acceptance test will not be performed.

7 Delivery Dates

7.1 DR YIELD will endeavor to keep as closely as possible to the agreed dates for completion of the order.

7.2 Delays in delivery and cost increases that result from incorrect, incomplete, or subsequently changed data and information or supporting documentation provided to DR YIELD, or failure of the client fulfills his obligation to cooperate to the extent required are not the responsibility of DR YIELD and cannot result in DR YIELD being in default of delivery. Additional costs so arising are to be borne by the client.

7.3 In the case of orders that encompass a number of units or programs, DR YIELD is entitled to make partial deliveries and to submit partial invoices.

8 Right of Cancellation

8.1 Should the agreed-on date of a delivery be exceeded due solely to the fault of DR YIELD, the client is entitled to cancel the contract in question by registered letter if essential parts of the agreed service are not performed within a reasonable grace period and the client is in no way at fault.

8.2 Force majeure, work conflicts, natural catastrophes, and transportation stoppages, as well as other circumstances that cannot be influenced by DR YIELD relieve DR YIELD of the obligation to deliver or permit to adjust the agreed delivery time.

8.3 Cancellation by the client is only possible with the written agreement of DR YIELD. If DR YIELD agrees to the cancellation, it is entitled to charge not only for services rendered and accrued costs, but also a cancellation fee that represents 30% of the value of the total order not yet settled.

Section III – SOFTWARE MAINTENANCE

9 General Provisions for Software Maintenance

9.1 If software maintenance agreements are made, the services covered by these agreements will be carried out by DR YIELD or its authorized professional partners, at its choosing either at the site of the computer system or in the business offices of DR YIELD, during normal business hours. In case the client desires services to be provided outside of normal business hours as an exception, the additional costs will be invoiced separately. The choice of personnel to carry out the contractual services is the responsibility of DR YIELD, who may bring in third parties.

9.2 DR YIELD agrees to supply the software programs contracted for in an agreement in accordance with one of the following contractually agreed classes of support:

Support Class A:

- *Licensing: If the software is licensed as a "time based license" then the software license fee for the period covered by the maintenance agreement is part of the fees for the maintenance contract.*

- *Information Service: The client will be informed about new programs, available updates, and programs under development, etc.*

- *Hotline Service: DR YIELD will be available to the client during announced hotline hours for advisory support should problems arise from time to time in connection with the use of the software programs covered by this contract. The client may also utilize the support services provided by DR YIELD on its web page. These rights are based on the condition that a remote access to the client's systems is enabled by the client. In case of repeated*

use of the hotline or the web page for very similar problems, DR YIELD has the right to make further advisory support as covered by this agreement dependent on additional client training outside the scope of this contract and at the client's expense.

- *Archiving and Provision of the Software Programs Covered Under This Contract: DR YIELD obligates itself to archive the software programs developed and covered by this contract in computer-readable form, along with documentation in sufficient detail to fulfill the obligations established by this contract. Further, DR YIELD will make these available to the client as necessary, in accordance with the terms of the purchase agreement. Corrective Service:*

- *DR YIELD will correct at its sole cost and within a reasonable time, programming errors in its software, which are reported, in writing, by the client. The method of the correction of a programming error shall be at the sole discretion of DR YIELD, and may include, without limitation, a program correction, a demarcation, a direction as to how to avoid the programming error or by providing a service pack or release exchange.*

▪ ***Support Class B:***

- *The services of Support Class A are included in the Support Class B.*

- *Update Service: At a date determined by DR YIELD, DR YIELD will make available to the client program updates of the licensed products. These updates comprise repair of mistakes, correction of possible program problems that did not occur either during the test run or during use within the warranty period, enhancement of the performance, changes in the software programs consequent on legal changes. Legal changes that result in new program logic, that is, changes in existing functions that lead to new programs and program modules, as well as possibly necessary additions to the hardware, are not included in the performance obligations covered by this contract. These programs will be offered separately to the client along with the required data carriers and documentation.*

- ***Support Class C***

- *The services of Support Class A and B are included in the Support Class C.*

- *Installation of Program Updates: DR YIELD is responsible for copying onto or setting up the new program updates on the computer systems covered by this contract under the condition that a remote access to the clients systems is enabled by the client.*

- *Problem Solving on Location: In case problems arising within the scope of the contractually agreed-on services cannot be resolved by the hotline service, remote support, etc., DR YIELD will undertake to correct the problems at the site of the computer system.*

9.3 An error that requires correction is considered to exist if a software program covered by this contract does not function in accordance with its requirement specification or documentation as set forth in the most recent valid version, and the client can so demonstrate. Client complaints are to be addressed to DR YIELD in writing. For purposes of careful investigation of possible mistakes the client is obligated to make available to DR YIELD at no cost the relevant computer system (for systems connected online with other computers the relevant connection is to be included), software programs, protocols, diagnostic backup, and sufficient data for test purposes during normal business hours and to provide support to DR YIELD. Identified errors for which DR YIELD is responsible are to be rectified within an appropriate period of time. DR YIELD is freed of this responsibility when solutions are hindered by deficiencies in the domain of the client. The method of the correction of a programming error shall be at the sole discretion of DR YIELD, and may include, without limitation, a program correction, a demarcation, a direction as to how to avoid the programming error or by providing a service pack or release exchange.

9.4 Cost of travel, accommodation, and travel time of DR YIELD personnel charged with carrying out the service, are not covered by any maintenance agreement, if not explicitly otherwise agreed in the agreement.

9.5 In case of unauthorized use of services DR YIELD may invoice the client for accrued costs at the respective valid rates.

9.6 Services that result from changes in the operating system or in hardware and/or from changes in mutually dependent software programs and interfaces are not covered by any maintenance agreement.

9.7 Program customization or new programming is not covered by any maintenance agreement.

9.8 Program changes due to changes in statutory requirements or legal requirements, if they require a change in program logic, are not covered by any maintenance agreement.

9.9 DR YIELD will be freed of all responsibilities under the present contract, if program changes have been carried out by employees of the client or by third parties in the software programs covered by this contract without prior agreement from DR YIELD or if the software programs have not been used as designated.

9.10 The rectification of defects caused by the client or third parties is not covered by any maintenance agreement.

9.11 Losses or damages that result either directly or indirectly from actions or omissions on the part of the client or user in operating the system are not covered by any maintenance agreement.

9.12 Data conversions, data recovery, and interface adjustments are not covered by any maintenance agreement.

9.13 For services that can be carried out on the premises of DR YIELD but are carried out as an exception on the premises of the client at his request, the client bears the costs of travel, accommodation and travel time for DR YIELD personnel in charge of carrying out the service.

10 Delivery Schedules for Maintenance Services

10.1 DR YIELD will endeavor to provide answers to client inquiries within a reasonable period of time during the usual business hours of DR YIELD.

10.2 The client does not have the right to withdraw from the contract and is not entitled to damages in case a prospective delivery date is not adhered to.

10.3 Partial and advance deliveries are permissible.

11 Payment for Maintenance Services

11.1 The agreed-upon flat-rate amounts are payable by the client in advance for the entire service year or the part of the service year remaining.

11.2 Payment on the agreed-upon dates is an essential condition for delivery and for fulfillment of the contract by DR YIELD. Non-compliance on the part of the client with the agreed-upon payment deadlines gives DR YIELD the right to discontinue current work and to withdraw from the contract. All costs connected therewith as well as loss of profit are to be borne by the client.

11.3 The client is not entitled to withhold payment because of incomplete total delivery, guarantee or warranty claims, or complaints.

12 Length of Contract

12.1 The contractual relationship, which assumes the professional installation of the properly procured software program covered by the contract, begins when the signed purchase order has been received and confirmed by DR YIELD and is deemed to continue for an unlimited period of time. This contract can be cancelled by either party to it in writing at least 3 months before the end of the service year, but not prior to the end of the 12th month of the maintenance agreement.

Section IV – GENERAL

13 Warranty, Maintenance, Alterations

13.1 Notices of defects are valid only if they concern defects that are reproducible and if they are submitted within 30 days after delivery of the agreed product or service or, in the case of custom-designed software, after acceptance of the program and documentation in writing. In fulfillment of the warranty, correction of defects takes precedence over price reduction or cancellation of the order. If the notice of defects is justified, the defects are to be remedied within an appropriate period of time, and the client is to make available to DR YIELD all measures required by the latter to investigate the problem and remedy the defects.

13.2 The presumption of defectiveness in accordance with § 924 of the Austrian Civil Code (ABGB) is ruled out.

13.3 Revisions and additions, which, before the agreed work is handed over, prove to be necessary because of technical deficiencies in the program, and for which DR YIELD bears responsibility, are to be carried out free of charge by DR YIELD.

13.4 The costs for support provided, diagnosis of errors, remedying defects and failures that are the responsibility of the client, as well as other corrections, revisions and additions that are to be done by DR YIELD are charged to the client. This is also the case for the remedying of errors when program revisions, additions or other interventions have been carried out by the client himself or by a third party.

13.5 Furthermore, DR YIELD assumes no warranty for defects, failures or damages that are due to improper use, altered components in the operating system, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from the installation and storage provisions) or damage during shipment.

13.6 For programs that are subsequently altered by programmers of the client or by third parties, any existing warranty of DR YIELD is no longer applicable.

13.7 Insofar as the subject of the order is the revision or supplementation of existing programs, the warranty covers the revision or supplementation. The warranty for the original program does not thereby again come into effect.

13.8 *THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AND DR YIELD EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DR YIELD, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.*

14 Prices, Taxes and Fees

14.1 *All prices are net, in Euro, or if explicitly quoted so, in US Dollars, and do not include sales tax or value added tax (V.A.T.) or other applicable taxes, which have to be borne by the client. They are valid only for the present order. If there are any applicable contract fees, they shall be billed separately.*

14.2 *All services where no explicit quotes were given (consulting, programming, training, support, telephone advisory services) will be charged at the rates in effect on the day the services are performed. Deviations from the amount of time calculated as being required for the work (which serves as the basis for the price calculation) and for which DR YIELD is not responsible, shall be charged according to the actual time spent.*

14.3 *The costs for travel, per diem, and overnight accommodation costs shall be invoiced separately to the client according to the valid respective rates. Transit time is to be considered as work time.*

14.4 *Travel and hotel arrangements will be made according to the travel policy of DR YIELD. For air transportation, the service class "business class" will be used. In trains, first class will be used.*

14.5 *All fees and taxes are calculated in accordance with the laws in effect at the time. Should the tax authorities subsequently impose additional taxes or levies, these will be borne by the client.*

15 Payment

15.1 *The invoices submitted by DR YIELD, inclusive of applicable payable taxes, are payable at the latest 30 days from receipt of the invoice without any deductions and free of charges. For partial invoices, the terms of payment for the entire order obtain analogously.*

15.2 *Where orders encompass a number of units (e.g., computer programs and/or training sessions, completion in stages), DR YIELD is entitled to submit an invoice after the delivery of each unit or service.*

15.3 *Payment on the agreed-upon dates is an essential condition for delivery and for fulfillment of the contract by DR YIELD. Failure on the part of the client to comply with the agreed payment schedule entitles DR YIELD to discontinue current work and to*

withdraw from the contract. All costs connected therewith as well as loss of profit are to be borne by the client. In case of delayed payment, interest on payment in arrears will be charged at customary bank rates. In case two consecutive installments are not paid on time, DR YIELD has the right to enforce non-compliance and to call accepted drafts.

15.4 In case of overdue payments, DR YIELD is entitled to charge interest on any overdue amounts in the amount of 8 percentage points over the base interest rate as published by the European Central Bank as well as to late payment charges.

15.5 The client is not entitled to withhold payment because of incomplete total delivery, guarantee or warranty claims, or complaints.

16 Liability

16.1 It is understood that DR YIELD and its staff perform their consulting services or software development services in accordance with generally accepted principles of professional practice.

16.2 In no event shall DR YIELD or its employees, distributors, dealers or agents be liable to the client or any other party for indirect, special, incidental or consequential damage of any kind arising from consulting services or the use of software, whether resulting from tort (including negligence), breach of contract, product liability, or other form of action, even if advised of the possibility of such damage and notwithstanding the failure of essential purpose of any remedy. DR YIELD and its employees', distributors', dealers' and agents' aggregate total liability under this agreement will be limited to the fees paid to DR YIELD or its authorized reseller by the client for the respective current services. Claims for damages can be enforced only up to 6 months after the rightful claimant has become aware of the damage, or at the latest 3 years after the event giving rise to the claim.

16.3 The client acknowledges that the operation of software provided by DR YIELD may not always be completely error free and without interruption. Accordingly, the customer agrees to implement data backup and verification measures in accordance with best industry practice.

16.4 The client expressly assumes all responsibility for any damages, lost data, lost profits and other consequential damages that may result in any way out of a business relationship, including without limitation, use of software. This also applies if the damages arise from deficiencies or errors in the software. The client expressly agrees that the prices and fees for services have been negotiated and agreed to by DR YIELD based in part upon the foregoing limitation of liability.

16.5 If the work of DR YIELD is carried out with the participation of a third party, and the client is informed thereof, then the rights to any warranty and liability claims against the third party are transferred to the client, in conformity with the law and the third party's terms and conditions of doing business.

16.6 Reversing the burden of proof, i.e., requiring DR YIELD to prove that it is innocent of a deficiency is ruled out.

17 Protection of Intellectual Property and Copyrights

17.1 The client is obligated to ensure that offers, reports, analyses, expert opinions, organizational plans, programs, performance reports, drafts, computations, drawings, data carriers, and the like produced in connection with the consulting order by DR YIELD, its staff, and associated professionals are used only for purposes of the order. In particular, the written permission of DR YIELD must be obtained before any of his professional statements, of whatever nature, can be made available to third parties, either for payment or free of charge. Such permission does not establish liability on the part of the consultant toward the third party.

17.2 The client is prohibited from using professional statements of business consultants for advertising purposes without prior written permission of DR YIELD. Violation of this condition entitles DR YIELD to cancel without notice any not yet completed orders.

17.3 DR YIELD and its business consultants retain the copyright to their respective products.

17.4 In view of the fact that the consultancy services provided are the intellectual property of DR YIELD or the respective business consultants, the client has the right to use the products, even after payment for them, only for its own purposes and only to the extent agreed in the contract. Should any of these products nonetheless be made available to others, in case also of dissolution or bankruptcy of the firm, as well as during temporary provision for purposes of reproduction, the right to claim damages results.

17.5 The client does not by virtue of participating in the production of software acquire any rights beyond its use as set forth in this contract and the license agreement. Any infringement of the copyrights of DR YIELD will result in the right to claim damages, in which case DR YIELD is entitled to full satisfaction.

17.6 The client is permitted to make copies for archival and data backup purposes only on condition that the software does not contain an expressed prohibition on the part of the licensor or a third party and that all notices of copyright and ownership are transferred unchanged into these copies.

18 Obligation to Maintain Confidentiality

18.1 DR YIELD, its staff, and any associated professionals pledge themselves to secrecy about all matters that come to their attention in connection with their work for the client. This obligation is both toward the client and toward the business connections of the client.

18.2 Only the client himself can release DR YIELD from the obligation to maintain strictest confidentiality, which release must be in writing.

18.3 DR YIELD may distribute to third parties reports, expert opinions, and other written statements about the results of his work only with the permission of the client, which must be in writing.

18.4 The obligation to maintain confidentiality is also valid after the conclusion of the order. The exceptions are cases in which there is a legal obligation to disclose information.

18.5 DR YIELD is authorized to process personal data entrusted to him within the framework of the purposes of the consultancy order, or to allow these data to be processed by others. The business consultant guarantees the obligation to maintain data confidentiality in accordance with the provisions of applicable data protection law.

19 Safeguarding of Independence

19.1 The partners to the agreement are obligated to reciprocal loyalty.

19.2 The partners to the agreement are each responsible to the other to make all appropriate arrangements to avert threat to the independence of any cooperating professionals or employees of DR YIELD.

19.3 In case an employee of DR YIELD is hired by a client, either as an employee or as an independent contractor or by means of third parties, within the time of a business relationship or up to 24 months after completion or termination of that business relationship, without prior written consent from DR YIELD, the client agrees to pay a damage fee in the amount of two yearly gross salaries of that particular employee to DR YIELD.

20 Final Provisions

20.1 Choice of Law. This agreement will be governed by and construed in accordance with the laws of the Federal Republic of Austria. In case of disputes, the courts in Graz, Austria shall have jurisdiction.

20.2 Assignment. These General Terms and Conditions will bind and inure to the benefit of each party's successors and assigns, provided that you may not assign this agreement, in whole or in part, without prior written consent of DR YIELD.

20.3 Severability. If any provision of these General Terms and Conditions is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and if not possible, severed, and the legality and enforceability of the other provisions of this agreement will not be affected.

20.4 Survival of Obligations. The provisions of Sections 16 (Liability), 17 (Protection of Intellectual Property and Copyrights), and 20 (Final Provisions) will survive termination of any business relationship.