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§ 1 General points - scope of validity

1. Our Terms and Conditions shall apply exclusively. We do not accept conflicting terms or any conditions set out by the licence holder other than our Terms and Conditions, even if our attention is explicitly drawn to the same, unless we issue written confirmation of our acceptance.
2. All the agreements entered into by CCP Systems and the licence holder in respect of the performance of this Agreement are set out in writing in this Agreement.
3. As a general principle, our Terms and Conditions are directed at entrepreneurs, as defined by article 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

§ 2 Subject of the agreement - usage rights

1. When providing the licence holder with software, CCP Systems herewith grants the latter a non-exclusive and non-transferable (except for subsection 3.2) licence to use the software and to use the written documentation supplied with it in accordance with the following provisions. CCP Systems reserves all rights which are not explicitly granted to the licence holder. The licence relates to one single user only.
2. The following usage rights are hereby granted to the licence holder:
 - 2.1 Permission to use the software for internal business purposes.

If the licence holder installs the software on a network server to which several users have access, the licence holder shall be required to purchase a separate access licence for each client having access to the software. Separate agreements are required for corporate and group licences;
 - 2.2. Permission to copy the software insofar as this is necessary for back-up or archiving purposes. Otherwise permission to make copies (of all or part of the software) for other purposes shall be subject to the purchase of the server or client licences from CCP Systems and subject to attaching to each copy the same copyright notices or other proprietary notices as those carried by the original;
 - 2.3. Permission to make as many copies of the documentation as the number of additional licences purchased by the licence holder (unless this number of copies is provided);

2.4. The licence holder shall preserve all copyright notices and other notices regarding industrial property rights on the copies of the software and, if necessary, recopy them in such a way that said notices are preserved on the software. The holder of the copyright shall own all the property rights. Neither the name of a third party who has developed the software nor the names of said third party's suppliers may be used in order to identify the software or to distribute products derived from this software without prior written approval by any such third party;

2.5. If the licence holder purchases a test version only, then the latter shall only be entitled to use this for the time specified in the test version or subject to the restrictions laid down in the test version in accordance with these Terms and Conditions.

3. Right of transfer to third parties

3.1. If the licence holder has downloaded the software, or has acquired it in some other intangible way, then the latter may not assign or transfer any of the rights or obligations arising from this Agreement to third parties without express written permission from CCP.

3.2. If the licence holder has bought the software and acquired it on a physical data carrier then it may only be transferred to third parties provided that the software and the entire documentation are transferred in full to the third party (i.e. documented transfer of all copies and definitive deletion of all the relevant files held by the licence holder) and provided that the third party issues CCP Systems with confirmation of agreement to these Terms and Conditions. The licence holder shall be required to inform CCP immediately in writing of any transfer of the software along with the name and address of the third party. As a general principle, software which is used outside the licence holder's own business establishment for analytical purposes, as defined in paragraph 5, may not be transferred.

3.3. Any leasing of the software shall be strictly subject in all cases to the prior written consent of CCP.

4. The following explicit prohibitions are issued to the licence holder in respect of usage:

4.1. No copies of the software or documentation to be made unless explicit permission is granted to this end under subsection 2.2;

4.2. No modification or decompilation of the software to be undertaken unless expressly permitted on the basis of legislation. Insofar as the licence holder is legally entitled to decompile the software to render

it compatible with other computer programs or for other purposes, CCP Systems shall oblige by choosing to either provide the necessary information about the software source code or to make the necessary modifications to the software for an appropriate fee;

- 4.3. No selling and granting of sublicences and, most notably, no leasing of the software or allowing it to be used commercially by third parties in any other way. At no time may the product be imported into the system of a third party, without prejudice to paragraph 3;
- 4.4. No usage of the software for any other purpose than internal business, e.g. processing of third-party data (order data processing).

5. Use of analysis software outside the licence holder's own business establishment

5.1. If the licence holder acquires software from CCP Systems or from an authorised distributor

i) with the intention of using it temporarily or permanently for analytical purposes outside the licence holder's own business establishment or

ii) with the intention of integrating it temporarily or permanently on the licence holder's own systems in a network outside the licence holder's own business establishment for analytical purposes - where the transfer of the software to a third party with a view to its being integrated in an outside network equates to the above,

then such intentions shall always require prior written approval from CCP Systems or from the authorised distributor.

5.2. The licence holder can, for the purpose of data collection at the latter's end customers, use an appropriate CCP software product as an analysis tool with audit clients which can be installed in the end customers' networks. Once the data collection process is complete, the analysis tool and the audit clients must be fully deinstalled, i.e. they are not retained by the end customer. Full deinstallation means that the previously installed software must also be completely deleted from the end customer's hardware on which the analysis tool installed the audit clients at the beginning of the data collection process.

5.3. The licence holder may also install the analysis tool on a server belonging to the licence holder on the end customer's premises. The audit clients can analyse the print jobs which are sent from the workstations and processed on Windows-based print servers for up to three (3) months. End devices which are not linked up to the customer's network (stand-alone systems) are not included.

5.4. Separate written authorisation is required for the software to remain with the end customer beyond

these three (3) months. This shall expire automatically when the licence expires at the latest, without requiring a period of advance notice. It shall also expire automatically if the licence holder violates fundamental terms of use, especially those set out in paragraph 4, or loses the licence.

- 6. The licence holder is required to keep exact records at all times of all copies of the software and documentation made by the latter under subsections 2.2. and 2.3., and of the number of workstations with access to the software, and to issue CCP Systems with said information on request. Where justified, CCP Systems shall be entitled to inspect the premises at any time to verify that said information is correct.
- 7. The licence is provisional in the first instance and subject to the condition subsequent that the licence holder pays the agreed licence fee on time. If the agreed fee is not paid in full within ten (10) working days, even after a written reminder, then all the rights shall lapse automatically, without any further notice of termination by CCP Systems, and the licence holder shall be required to cease using the software with immediate effect (condition subsequent).

§ 3 CCP charges - terms of payment

- 1. Our charges are quoted exclusive of value-added tax. The tax is shown separately on the invoice and is applied at the statutory percentage in force on the day the invoice is issued. CCP Systems shall invoice the licence holder at cost price for any travel, accommodation and subsistence expenses incurred.
- 2. Discounts shall be subject to a separate written agreement.
- 3. Unless stated otherwise in the order confirmation, invoices shall be payable strictly net (without deductions) immediately after issue.
- 4. Should the licence holder default on payment then CCP Systems shall be entitled to charge interest on arrears.
- 5. If CCP Systems is able to provide evidence of a greater amount of damages caused by delay then CCP shall be entitled to claim said damages.
- 6. However, the licence holder shall be entitled to demonstrate that CCP has suffered no damages or far fewer damages as a result of the delayed payment.
- 7. In the event that a licence agreement does not materialise and the software is already being used by the owner then CCP shall be entitled to make an appropriate charge, at least for the time of usage.

Rights to assert claims for further damages are reserved.

8. The licence shall only have a right of set-off if the latter's counterclaims are undisputed, recognised by declaratory judgement, or meet with our acceptance. Moreover, the licence holder shall only be authorised to exercise any right of retention insofar as the latter's counterclaim rests on the same contractual relationship.
9. If the software licence is not acquired directly from CCP Systems but from an authorised distributor then the latter's terms of payment shall apply.

§ 4 CCP delivery time

1. The beginning of the delivery time which we specify is always based on the assumption that all the relevant technical issues have been fully discussed and clarified in advance.
2. Furthermore, we abide by our delivery commitment on the assumption that the obligations of the licence holder have been duly and properly discharged.
3. Should the licence holder fail to accept delivery, or fail to satisfy other obligations to cooperate, then we shall be entitled to claim compensation for the damages we have incurred in this respect, including any additional expenditure. Rights to assert claims for further damages are reserved.
4. Insofar as the conditions set out in paragraph 3 exist, the risk of the accidental loss, destruction or deterioration of the software shall pass to the licence holder at the time at which the latter fell into default of acceptance or default of the debtor.
5. If the software licence is not acquired directly from CCP Systems but from an authorised distributor then the latter's terms of delivery shall apply.

§ 5 Copyrights, proprietary rights, reproduction rights and access protection

1. Notice is to be taken of the fact that the software program is protected by copyright (articles 69a ff. German Copyright Act (UrhG)). This applies equally to any further programs forming part of any software package which might have been acquired with the program. The work and materials supplied or included, such as data contained on storage media, user guide, keyboard template, etc., are also covered by the German Copyright Act.
2. In purchasing the software, the licence holder shall only gain ownership of the data carrier on which the software is held, and CCP Systems shall reserve title to the goods until they have been paid for in full. All the rights of the licence holder are set out exhaus-

tively in the Licence Agreement. Apart from the statutory rights, the licence holder shall have no further rights beyond those set out herein. All ownership rights and other rights relating to the software and documentation, including all industrial property rights, shall remain the property of CCP or of CCP's suppliers - with the restriction of the limited licence granted to the licence holder. Said licence does not represent a sale and does not transfer to the licence holder any ownership rights or other rights to the software or documentation or to any patent, copyright, trade secret, trade name, trademark or to any other industrial property right connected with it.

3. CCP Systems reserves all reproduction rights, publication rights, adaptation rights and exploitation rights, unless said rights are explicitly granted to the licence holder in the Licence Agreement for End Users or in these Terms and Conditions.

§ 6 Duration of agreement - cancellation

1. Both parties shall be entitled to cancel the Licence Agreement at any time without notice for good cause. Good cause shall prevail in the following cases in particular:
 - a) The licence holder fails to honour the 30-day deadline for fee payments, even after written notification of an additional period of grace issued by CCP Systems;
 - b) The licence holder fails to comply with the terms of the licence set out in § 2 or § 5.
2. If the Agreement is cancelled without notice for breach of contract on the part of the licence holder then the latter shall not be entitled to a refund of licence fees. All the rights of the licence holder to the program shall lapse. The licence holder shall be required to delete all copies of the program. Rights to assert claims for damages are reserved.
3. If the licence is cancelled by one of the parties to the Agreement for any reason then the licence holder hereby agrees to stop using the licence immediately and to destroy all copies, and further to prevent or forbid any third parties from using this licence. Insofar as there is no inherent time limit on the terms of the Agreement, they shall remain in force after the termination of the contractual relationship and shall also apply to any legal successors.
4. If CCP issues a fixed-term licence for the program then the licence shall expire at the end of the fixed term, unless it is renewed by mutual agreement by the licence holder and CCP.

§ 7 Warranty

1. CCP Systems guarantees the function of the software in normal use and in accordance with the specification. It does not guarantee the incessant error-free operation of the software.
2. All the rights of the licence holder under the warranty shall be subject to the latter having duly complied with the statutory obligation under article 377 of the German Commercial Code to examine the goods and issue notification of any defects. CCP Systems must be given immediate written notification of any faults found during said examination. Any faults which are not evident when the goods are duly examined but which emerge later must be notified to CCP Systems in writing immediately on their discovery. The notification must contain a sufficiently detailed description of the fault to enable CCP Systems to identify and repair the fault. The repair of the fault is subject to the ability of CCP Systems to reproduce said fault.
3. If the complaint is justified, CCP Systems shall honour the warranty by repairing the fault or replacing the goods. If it is not possible to repair a fault within a reasonable period of time, or if the repair of the fault is deemed unacceptable or is deemed to have failed, the licence holder may choose to ask for a decrease in the purchase price (reduction) or - in case of a major fault - for the contract to be cancelled (withdrawal). In case of serious defects, the licence holder shall be entitled to claim damages within the limits set out in § 9, provided that the conditions are met (particularly in respect of fault).
4. The warranty period is 12 months from the date of delivery.
5. The warranty shall lapse if the licence holder makes unauthorised modifications or adaptations to the software unless the latter can prove that the fault in question is neither entirely nor partially due to said modification and that said modification does not render it more difficult to repair the fault.
6. CCP Systems runs an anti-virus program to check the software on each occasion before releasing to the licence holder in order to minimise the risk of computer viruses.

Nevertheless, CCP Systems recommends that the licence holder use anti-virus software to protect the licence holder's own computer system from any viruses which may be in circulation.

§ 8 Liability

CCP Systems shall accept liability for all damages incurred by the licence holder, irrespective of whether said damages arise as a result of breach of contract or action in tort, within the limits set out below:

1. Unlimited liability

CCP shall have unlimited liability for damages incurred as a result of the breach of a warranty assumed on entering into this Licence Agreement, for damages arising from injuries to life, limb or health, and for damages which it has caused through wilful intent or gross negligence.

2. Slight negligence

In case of damages caused through slight neglect, irrespective of legal basis (including claims arising from breach of contract or action in tort), the fee for the licence which is the basis of the legal claim shall be the maximum amount for which CCP is liable per claim. The same limit shall apply to the reimbursement of monies expended in vain. This liability limit shall also apply to program suppliers. This is the maximum amount for which CCP and the suppliers can be held jointly liable. In case of slight neglect, CCP shall not be liable for indirect or consequential damages even if CCP was informed of the possibility of said damages. This shall also apply to the reimbursement of monies expended in vain insofar as these are indirect or consequential damages.

3. Default

In case of default CCP shall compensate the customer for any damages shown to have been incurred by the default within the limits set out in sections 1 and 2 of this paragraph.

4. Liability for advisory input

Liability for any inferences, recommendations, proposals and suggestions beyond factual announcements of (interim) findings shall also be governed by the limits set out in § 9.

5. Liability for our employees

Any exclusion or limitation of compensation claims against CCP Systems shall also apply in respect of the personal liability for damages of our staff, employees, representatives and vicarious agents.

6. Data loss or hardware and software defects

The licence holder is aware of the duty to mitigate damages and, in particular, the need to make regular data back-ups in connection with this obligation. CCP shall only be liable for the loss of data if the licence holder has duly run data back-ups once a day, allowing the data to be retrieved without undue time and effort, and insofar as this is the cause of the damage.

No liability is accepted for any other damages, most notably for data losses and hardware or software defects which are caused by faulty operation or by the incompatibility of the components on the customer's system with the new software, even after modification, and for system failures which can arise

through misconfiguration or through interference from legacy software systems which have not been fully removed.

7. Force majeure

Neither party shall be liable for any delay or non-performance of the contractually agreed obligations as a result of circumstances amounting to force majeure, such as war, riots, forces of nature, fire, strike, lockout, sabotage by third parties, etc.

§ 9 Right of inspection

The licence holder undertakes to keep correct written records on the issue of system tools and other system data, and to submit said records to CCP and to the auditors instructed to carry out inspections, in order to provide CCP with verifiable evidence that the licences are being used in compliance with the terms of their use and the agreements associated therewith. The licence holder is responsible for ensuring (1) that users do not exceed the limits of their authorisation and (2) that the terms of use are being complied with. After giving a reasonable period of advance notice, CCP shall be entitled to conduct inspections to verify compliance with the terms of use at all the sites of the licence holder and in all the environments in which the licence holder uses the programs (for any purpose) subject to the terms of use. The inspections shall take place during normal working hours on the premises of the licence holder. CCP shall make every effort to minimise the disruption caused to the licence holder's business operations. CCP shall be entitled to have the inspection carried out by an independent auditor insofar as the latter is subject to a duty of confidentiality under a written non-disclosure agreement.

CCP shall inform the licence holder in writing if an inspection of this kind were to reveal that the licence holder has violated the limit of authorisation in respect of the use of a program or if the licence holder is failing to meet the obligations imposed under this Agreement. CCP shall make out an invoice listing the charges for (1) the transgression of the usage limit, (2) the support provided during the transgression of the usage limit for the duration of the transgression, any additional charges incurred and any other liabilities arising as a result of the inspection, and the licence holder shall make a direct and immediate remittance to CCP in settlement of the invoice.

§ 10 Non-disclosure

1. The parties to the Agreement undertake to observe confidentiality for an unlimited period in respect of any information about the other party to which they

become privy in the course of their collaboration. In addition to the internal organisational structures and business operations, this shall apply to all information and any other data which are explicitly designated as classified or which are clearly identifiable as trade and business secrets or duly marked as such.

2. The only information which is excluded from this duty of confidentiality is that which was already in the lawful possession of the other party at the time of its disclosure, that which is common knowledge in law or that which has been legitimately acquired by third parties.
3. Also excluded from this duty of confidentiality is any information which is subject to a statutory obligation of disclosure or which is disclosed to persons who are subject to a legal duty not to disclose confidential information. The contracting party which cites any such exception shall bear the burden of proof for this exception.
4. The parties shall enter into appropriate contractual agreements to ensure that their employees to which this duty of confidentiality applies are duly bound by contract to comply with the duty of non-disclosure as set out in these Terms and Conditions. The same shall apply to any third parties deployed by the parties in the performance of their duties. The parties shall provide each other with written evidence, on request, of their compliance with these obligations and, if forced to disclose information as a mandatory statutory or official duty, shall inform each other, if possible and permissible, about the disclosure of information and shall assist each other in complying with said duty.

§ 11 Duty of safe keeping

The licence holder shall keep the original data supplied by CCP Systems in a place to which third parties cannot gain unauthorised access, insofar as this can be reasonably expected, and shall insist on compliance among employees with these contractual terms.

§ 12 Place of jurisdiction - other matters

1. The legal relations of the parties shall be governed by German law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. The place of jurisdiction for all disputes is Stuttgart insofar as both parties are merchants, legal entities under public law or special funds under public law. However, CCP Systems shall also be entitled to bring an action against the licence holder at all places of general jurisdiction (articles 17 ff. of the

German Code of Civil Procedure (ZPO)) and at the licence holder's domicile.

3. Unless specified otherwise in the order confirmation, our business location is the place of performance.
4. Should one clause of these Terms and Conditions be invalid or unenforceable then this shall not affect the other clauses. The parties to the Agreement shall make every effort to replace the invalid or unenforceable clause by a valid and enforceable clause by mutual agreement.

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