

**General Terms and Conditions for Service,
Consulting, Training, Support and Installation
Contracts**

Art. 1 Scope and Definitions

1) Scope

a) The following provisions are the general terms and conditions for service, consulting, training, support and installation contracts entered into between CCP Systems AG and its customers, the content of which is specified separately in writing in a respective contract. Modifications of such contract must likewise be made in writing in order to be valid.

b) Exclusively these general terms and conditions apply to the contractual relationship between the parties unless otherwise agreed upon in the respective contract. General terms and conditions eventually applied by customers are without effect between the parties even, if reference is made to such terms and conditions within the scope of individual declarations during the parties' co-operation.

2) Definitions

a) Service means the support in programming work not bound by success or works or other support of the customer which occurs by the assignment of CCP Systems AG employees at the customer on a time basis. CCP Systems AG employees are not integrated into the customer's company organization and are not subject to its instructions. Content, amount, time and remuneration of CCP Systems AG's SERVICE depends upon the respective contract between CCP Systems AG and the customer.

b) CONSULTING means support in conceptual design and performance and administration of the company hardware and software of the customer; this includes also analyses and documentation for determination of the actual state of hardware and software used as well as licences and workplaces and associated data as well as requirement and expenditure of a conversion, extension, reduction or adjustment of the system and submission of a corresponding recommendation as far as this has been agreed upon in the respective contract. Consulting may also be made by means of specially installed software for analysis or specially installed software for testing purposes or tentative implementation of software. Objective of CONSULTING is an ideal Software Asset Management for reduction of cost and increase of earnings of the company of the customer.

c) TRAINING means training of the customer's employees in software, hardware, network or EDP structure of the customer's company as well as the

fundamentals of use of the customer's EDP for ideal Software Asset Management.

d) SUPPORT means constant support of the customer or its employees based upon a short reaction time (by phone, electronically or personally on site) when using the EDP of the customer's company.

e) INSTALLATION means installing and setting into operation of hardware and software of the customer's company.

f) CONTRACT means the precise written definition of the customer's purchase order for one of the above mentioned services by CCP Systems AG. In this connection the service of CCP Systems AG may be itself a project of the customer or part of such a project.

g) WORK PERFORMANCE is rendered by CCP Systems AG only, if these are explicitly stipulated in the contract.

h) PROOF OF WORK means the written proof for services rendered by CCP Systems AG according to type, place, amount, duration and provider of the service.

**Art. 2 Service, Consultation, Training and
Support Contract**

1) Subject of Contract

a) CCP Systems AG provides services for programming or other assistance to the customer, consulting, training or support of the customer and/or its employees. Type, scope, place and time of the services are specified in the respective contract. This applies also to eventual reporting and documentation duties.

b) Specific duties of the customer to co-operate are stipulated in the respective contract.

2) Remuneration

a) For its services pursuant to item 1 CCP Systems AG shall receive a remuneration which is specified in the respective contract. The provisions on surcharges expenses included in the present general terms and conditions will be applied.

3) Warranty and Liability

a) CCP Systems AG renders services on the basis of the current State of the Art and related know-how within the scope of the diligence of a prudent businessman. Warranty claims do not exist. CCP Systems AG's liability for damages shall be governed by Art. 4 no. 11 of the present general terms and conditions.

Art. 3 Installation and other Work Performances

1) Subject of Contract

a) CCP Systems AG will assist the customer in the installation of EDP systems. Type, amount, place and time of the service of CCP Systems AG will be governed by the respective contract. The same applies to an

eventual obligation of CCP Systems AG to establish a work. The same applies also to eventual reporting and documentation duties.

b) Specific duties of the customer to co-operate are stipulated in the respective contract.

2) Remuneration

a) For services rendered CCP Systems AG will receive a remuneration pursuant to the respective contract. The provisions on surcharges and expenses included in the present general terms and conditions will be applied.

3) Acceptance, Warranty and Liability

a) The customer confirms to CCP Systems AG each and every service provided on the basis of the contract by initialling of the proof of work submitted by CCP Systems AG. CCP Systems AG shall be entitled to render partial services, to submit proof of work for these and to request the customer to initial these unless it is unacceptable to render partial services.

b) The customer will immediately test the service or partial service rendered and declare acceptance, if the service or partial service has been rendered properly or no major defects exist. Defects found or obvious defects will be reprimanded by the customer immediately in writing, otherwise the customer will not be entitled to a warranty with respect to such defects.

c) If the customer has not declared acceptance within a time period of three weeks after rendering of the respective service or partial service and submission of the proof of work and did not claim any defects either, acceptance shall be deemed to have been made. CCP Systems AG will indicate the significance of such a silence to the customer separately in the proof of work.

d) Use of the system installed by CCP Systems AG by the customer - wholly or in part - equals acceptance unless such use is solely for testing purposes.

e) If according to the nature of the service rendered by CCP Systems AG acceptance is excluded, accomplishment of the service takes the place of its acceptance.

f) Statutory supplementary performance by CCP Systems AG shall be deemed to have been failed only, if two attempts of supplementary performance were unsuccessful.

g) The customer cannot withdraw from contract or request indemnification instead of performance for negligible or minor defects.

h) In the event of treatment or modification of the services rendered by CCP Systems AG by the customer, CCP Systems AG shall not assume any warranty for resulting defects.

i) CCP Systems AG's liability for damages shall be governed by Art. 4 no. 11 of the present general terms and conditions.

Art. 4 General Terms

1) General Terms of Co-operation

a) The parties engage themselves to co-operate on a constructive basis. For this purpose CCP Systems AG and the customer in the respective contract shall nominate a contact person, who in the course of the CONTRACT will make binding decisions, submit requests and give information. Such requests and information is only binding, if given in writing and confirmed.

2) Employees

a) CCP Systems AG will see to it that the employees deployed to render the agreed upon services have the skills necessary for it. In its discretion CCP Systems AG may also make use of subcontractors or freelancers to render the agreed upon services.

b) CCP Systems AG will replace the employees or subcontractors only with approval by the customer. If an employee or subcontractor is out of action for a longer period than four weeks, CCP Systems AG shall be entitled to replace it within an adequate period of time. In that case CCP Systems AG shall pay the cost for familiarisation of the replacing employee or subcontractor for two days.

c) If the customer requests replacement of an employee of CCP Systems AG, CCP Systems AG may replace it, otherwise the customer shall be entitled to refuse contract fulfilment after an adequate time limit had been given. CCP Systems AG continues to be entitled to the remuneration claims for services already rendered as well as services which will still be rendered up to the end of the time limit set by the customer.

3) Time Limits and Interruptions

a) In the event that an agreed upon time limit is not kept by CCP Systems AG and this is based upon circumstances for which CCP Systems AG is not responsible, the time limit will be extended by an adequate time without further claims arising towards CCP Systems AG from failure to observe the time limit. CCP Systems AG will immediately inform the customer on the failure to observe the time limit after CCP Systems AG was able to anticipate the failure to observe the time limit.

b) Interruptions of contracts on recurrent services must be made in writing by mutual consent.

4) Duties to Co-operate

a) If the customer does not comply or does not comply in time with its statutory or agreed upon duties to co-operate, he or she shall be obliged to reimburse to CCP Systems AG the resulting additional expenditure and to pay an adequate indemnification; eventual remuneration

for waiting times of CCP Systems AG agreed upon in the contract will be credited against the adequate indemnification. Duties of the customer to co-operate include but are not limited to:

- timely and complete information on order and environment;
- definition of specifications for the service to be rendered;
- provision of necessary documentation;
- specification of decision-making and coordination authorities;
- awareness of deadlines by employees in project group and special fields;
- provision of sufficient computer equipment and corresponding system times.

b) Precise and other duties to co-operate are stipulated in the contract. These are primary duties of the customer.

c) If an adequate extension of time or respite for fulfilment of the customer's duty to co-operate set by CCP Systems AG has elapsed unsuccessfully, CCP Systems AG may alternatively also perform itself the omitted co-operation of the customer at customer's expenses, if this is necessary for orderly continuation or provision of the agreed upon service.

d) CCP Systems AG can set the customer an adequate respite or extension of time for fulfilment of its duty to co-operate and announce that the contract will be terminated, if the respite elapses unsuccessfully. The contract shall be deemed to have been cancelled, if the duty to co-operate is not performed subsequently by the end of the respite. CCP Systems AG shall be entitled to remuneration for services already rendered and reimbursement of expenses not included in the remuneration. Other damage claims by CCP Systems AG shall remain unaffected.

5) Working Hours and Surcharges, Expenses

a) Unless otherwise stipulated in the contract, regular working time will be eight hours daily and will be rendered from Monday to Friday (except public holidays) between 8 a.m. and 6 p.m. If requested by the customer, CCP Systems AG will try and render services also beyond regular working time. In that case the following surcharges shall apply to the agreed upon remuneration per hour:

- Monday to Friday beyond the time from 8 a.m. to 6 p.m. and on Saturdays: 25 %.
- Sundays and holidays: 50 %

b) Unless otherwise specified in the contract, the following expenses will be paid:

- Arrival and departure times outside Greater Stuttgart will be invoiced with 50 % of the remuneration accrued per hour plus eventual surcharges occurring pursuant to item 5 a);
- For all assignments for the provision of services outside Greater Stuttgart a daily catering allowance

of € 25.00 will be invoiced independent of the duration;

- For travels by car outside Greater Stuttgart 0.55 € per kilometre will be invoiced;
- Expenditure for travel cost such as taxi, hotel, rental car, air fare, railway ticket or similar will be invoiced by their gross amount against presentation of a copy of the original invoice/receipt. Travel by train will be made in 1st class + IC/ICE surcharges. Travels by plane will be made in the economy/business class, rental cars will be booked in class C.

6) Change Request

a) Eventual contract changes will be made by amendment agreements in writing subsequent to the following Change Request process. No valid contract change will occur without such an amendment agreement.

b) If a contractual party intends to change the provisions specified in the CONTRACT, especially type and scope of services, deadlines, contact persons or similar, the other party must be informed of such a change as a Change Request immediately in writing.

c) The contract must be precisely specified in the Change Request.

d) The recipient of the request must inform the requestor immediately on receipt of the Change Request whether cost will arise from dealing with the Change Request and if necessary demand acceptance of the handling charges by the requestor. If requestor accepts payment of the additional cost, recipient of the request will comment in writing on the Change Request within ten (10) workdays (Monday to Friday). Such comments include the consequences resulting from the change of CONTRACT for the contractual services, especially deadlines and remuneration.

e) If the parties agree on the change and its remuneration, an amendment agreement to the CONTRACT will be concluded in writing on the change of service.

f) The same provisions of the present general terms and conditions shall apply to this amendment agreement as well as for the CONTRACT.

7) Data and Privacy Policy

a) The customer must ensure sufficient data protection. CCP Systems AG is liable for data recovery only, if it has caused its destruction deliberately or in a grossly negligent way and the customer has made sure that such data can be reconstructed with justifiable expenditure from data material which is held ready in machine-readable form.

b) CCP Systems AG will comply with privacy policy. CCP Systems AG engages itself to instruct all individuals participating in rendering the service in its sphere of action that the data are subject to data protection and

that these must be kept confidential. In particular CCP Systems AG will point out to the penal consequence of a privacy policy infringement.

c) Moreover CCP Systems AG will make all reasonable arrangements in order to prevent unauthorised third party access to corresponding data in its sphere of action. On request CCP Systems AG must prove corresponding measures to the customer.

8) Industrial Property Rights and Licences

a) CCP Systems AG is entitled to use the EDP system and individual programmes of the customer in so far as this is necessary for the provision of the agreed upon services. The customer will see to it that CCP Systems AG is entitled to use the programmes.

b) For industrial property rights, in particular copyrights, which might be created during preparation of products, establishment of documentation and other services by CCP Systems AG, CCP Systems AG will grant to the customer the non-exclusive, unlimited, irrevocable right unlimited in time and space to use these property rights concurrently against payment of the remuneration agreed upon for work in the scope of which the respective right has occurred. This includes in that case in particular the right of the customer to use, process and change the respective computer programme and the documentation in accordance with its requirements. Moreover the customer shall be entitled to use and employ unprotected ideas, concepts, experience and methods which have been used or developed in rendering the service by CCP Systems AG.

9) Confidentiality

a) The parties engage themselves to keep confidential for an unlimited period of time all information made accessible to them within the scope of the present contract, which are designated to be confidential, or are recognizable to be trade or business secrets due to other circumstances and to neither record nor transmit them to third parties or exploit them unless required in order to achieve the contract purpose.

10) Fiduciary Duties

a) CCP Systems AG and the customer engage themselves to mutual loyalty. In particular employment or other engagement of employees, also former employees, who had been active in connection with the rendering of service shall be omitted without prior approval by the other contractual partner before expiration of 12 months after termination of the co-operation. Enticement of employees by violation of the rules of fair competition is to be omitted as well.

b) Violation of the above mentioned provision obliges the infringer to pay a penalty in the amount of € 50,000.00 (in letters: fifty thousand).

11) Liability

a) CCP Systems AG is liable in an unlimited way only for intend and gross negligence. For simple negligence CCP Systems AG is liable only, if a duty is violated, the observance of which is particularly important for achieving the contract purpose (cardinal obligation).

b) For cases of initial inability to perform, CCP Systems AG is liable only, if the impediment to perform was known or lack of knowledge is based upon gross negligence.

c) Liability of CCP Systems AG in such cases of simple negligence is limited to the reasonably foreseeable damage.

d) The above mentioned limitations and/or exclusions of liability do not apply to claims pursuant to the liability for defective products law and in the event of damage to life, body or health.

e) In so far as liability of CCP Systems AG is excluded or limited, this applies also to personal liability of its employees, staff, clerks, representatives and vicarious agents.

12) Statute of Limitations

a) Except for claims from deliberate or grossly negligent violation of duty and tortuous act, damage claims against CCP Systems AG become statute-barred within one year as from statutory start of the statute of limitations. The limitation period applies also to eventually existing warranty claims.

13) Force Majeure

a) Events of Force Majeure, which exacerbate considerably or render impossible the providing of service by CCP Systems AG, entitle CCP Systems AG to postpone fulfilment of its obligations by the duration of the impediment and by an adequate start-up time. Force Majeure equals strike, lawful lock-out and similar circumstances in so far as these are unforeseeable, severe and through no fault of CCP Systems AG. CCP Systems AG will inform the customer immediately on the occurrence of such a circumstance.

14) Prices, Payment Terms, Default of Payment, Set-Off, Right of Retention, Assignment, Price Adjustment

a) CCP Systems AG's prices are to be understood plus statutory V.A.T.

b) Unless otherwise specified in the above mentioned terms and statutory provisions, remuneration for CCP Systems AG is due for immediate payment. The customer defaults 10 days after receipt of invoice at the latest. In the event of default CCP Systems AG shall be entitled to demand default interest in the amount of 8

percentage points p.a. above the respective basic interest rate, if the default is on remuneration claims, otherwise CCP Systems AG shall be entitled to request default interest in the amount of 5 percentage points above the respective basic interest rate. If CCP Systems AG is able to prove a higher damage caused by default, CCP Systems AG shall be entitled to claim such damage.

c) The customer shall only be entitled to set-off or retention, if its counterclaim has been recognised by a final court decision, is indisputable, ready for a decision or has been recognised by CCP Systems AG.

d) The customer is not entitled to assign claims against CCP Systems AG to third parties without written approval by CCP Systems AG.

e) CCP Systems AG shall be entitled to increase remuneration for recurring services offered by it for the first time six months after conclusion of the individual contract. The increase must be adjusted to the cost increases occurred at CCP Systems AG. It shall take effect one month after its notification. The customer shall be entitled to terminate the contract extraordinarily within 14 days since receipt of the notification of increase as at the time of taking effect of the increase. Termination must be made in writing. CCP Systems AG will notify the customer of this right of termination.

15) Term of Contract and Cancellation

a) The contract is subject to the term specified in it.

b) The CONTRACT can be cancelled free of charge up to four weeks prior to the agreed upon provision of service. In the event of cancellation of the CONTRACT up to two weeks prior to provision of service, CCP Systems AG will charge a cancellation fee in the amount of 20 % of the agreed upon service price. In the event of a later cancellation, the fee will be 50 % of the agreed upon service price. The customer is allowed to prove a lower damage of CCP Systems AG.

16) Conclusions

a) In connection with the respective CONTRACT the present general terms and conditions contain all agreements between the parties. No collateral covenants exist.

b) Modifications or amendments of the contract must be made in writing in order to be valid. The same applies to waiver of the writing requirement.

c) If individual provisions of the present general terms and conditions are or become invalid, validity of the remaining provisions remains unaffected. Instead of the invalid provisions, a replacement provision will be agreed upon which comes as close as possible to the intended purpose of the invalid provision.

d) If agreements between the parties or the present general contract terms and conditions contain a loophole, the parties will make agreements to fill such a loophole which will satisfy the interests of the parties

and the contractual purposes intended with the remaining agreements.

e) German law shall be applicable between the parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly waived.

f) Stuttgart shall have jurisdiction for all disputes arising out of the business relationship between the parties.

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