GENERAL TERMS AND CONDITIONS FOR THE LICENSING OF SOFTWARE
of AKI GmbH, Berliner Platz 9, 97080 Würzburg

1. Software delivery

1.1 AKI provides the Customer with the Software (in these Conditions 'Software' designates both the provided software packages as well as a contractually agreed configuration of individual modules) as the object code with operating instructions from which the functional scope of the Software is derived. The Customer receives the Software equipped with a code by means of which the Software will only run in the environment as specified by the Customer (operating system, PC).

1.2 If the Customer wishes to use the Software in a different environment, AKI shall make the necessary software available to the Customer as soon as possible. Insofar as an exchange or adaptation of the Software contains services that are subject to fees, AKI shall submit a quotation to the Customer without delay. In the event of the Software being replaced, AKI can demand that the Customer returns the old software to AKI, deletes all copies thereof on its data carriers and provides AKI with a declaration to this effect.

1.3 Insofar as AKI does not itself own the protected rights for the provided Software, AKI assures that it is authorised to grant the right to use the Software. Should claims be made against the Customer by a third party arising from an alleged breach of protected rights, AKI shall exempt the Customer from such claims.

2. Rights of use

2.1 AKI grants the Customer a non-exclusive (simple) right to use the Software permanently (i.e. forever, non-terminable) in return for the fees as stated in the Software Provision Agreement.

2.2 The scope of the granted right of use (proper and intended usage) is determined in accordance with the Software Provision Agreement. If the Customer wishes to extend the scope of use of the contractual Software, it must purchase the requisite additional rights of use. A separate price list at AKI applies to the purchase of such extensions to the right of use.

2.3 The Customer is under obligation to notify AKI about any excess usage without being asked to do so. If the Customer does not provide notification of excess usage, a contractual penalty equal to three times the price of the actual usage by the Customer in accordance with the AKI price list shall become payable.

2.4 The Customer is to notify AKI upon request about the number of workstations (users) and servers on which the contractual Software is being used.

2.5 In the event of excess usage, the Customer is to state from when and to what extent the excess usage has occurred. The Parties shall then attempt to come to an agreement regarding an extension of the right of use. The Customer is under obligation to pay compensation for excess usage in accordance with the AKI price list for the period of excess usage, i.e. until such time as when such an agreement is concluded or excess usage by the Customer ceases. This calculation shall be based on a linear depreciation over four years.

2.6 Extensions of a right of use for a software already being used by the Customer do not activate any renewed periods of warranty.

2.7 The Customer is only entitled to hand over to a third party software it has purchased in whole including all rights of use as granted by AKI (i.e. no individual modules). Such a transfer is subject to the express and prior written approval of AKI. The transfer implies a fee. AKI shall only refuse to give this approval for a good reason. In the event of such a transfer to a third party, the Customer is under obligation to hand over to the party concerned all material associated with the contractual Software and, insofar as such a handover is not possible, to delete all material remaining on data carriers at the Customer.

2.8 The Customer is entitled to make backup copies within the scope of the daily data backup procedure.

3. Fees

3.1 All prices as given are exclusive of value-added tax.

3.2 Fees are due for payment following delivery or rendition of the service. The Customer shall be in default of payment of the fees if it does not make payment within 30 days of the due date and issuing of the invoice.

4. Reservations of rights

AKI reserves its rights to the provided Software until receipt of full payment of the fees for the provision of the Software. Should the Customer fall into arrears with payment, AKI is in particular entitled to forbid further usage of the Software and to demand the surrender of all copies or to demand their deletion insofar as their surrender is not possible. Should a third party take possession of the reserved property before full payment for the contractual Software has been made, the Customer shall be obliged to inform the said party about this proviso on the part of AKI and to notify AKI immediately in writing regarding the possession by the third party.

5. Warranty

5.1 A warranty period of 12 months covering deficiencies in the provided Software usually applies unless agreed otherwise. This period begins with the delivery of the Software ordered by the Customer.

5.2 The Customer is under obligation to report any defects that may occur at short notice following their discovery and if at all possible in writing (this also includes by fax or

e-mail). The Customer shall hereby if possible also state the appearance and effects of the defect and the circumstances in which it occurs. To this end, AKI shall provide the Customer with a printed form, the use of which is designed to facilitate the processing of errors. Unnecessary expenses that are incurred due to premeditation or gross negligence on the part of the Customer in giving notice of defects although the Software is not defective as censured are to be remunerated by the Customer in accordance with the AKI service price lists.

5.3 AKI is entitled to remedy the error at its discretion by providing the Customer with an altered version of the Software that no longer contains this defect, or by means of a technical software workaround for an error providing the functionality of the Software is not or only insignificantly impaired. A defect can also be remedied in that AKI provides the Customer with details of measures for remedying the defect to be performed by the Customer itself. The Customer shall implement such measures without delay insofar as this does not exceed an extent that can be reasonably expected of the Customer. The Customer shall assist AKI in analysing and remedying defects and allow the inspection of documentation indicating the immediate circumstances leading to the occurrence of the defect.

5.4 The Customer must allow a reasonable period of time for the remedying of defects. Should post-fulfilment not succeed within a second reasonable period of time, the Customer shall be entitled to withdraw from the Agreement or to demand a reduction in price. A more extensive claim for compensation shall not come into force insofar as there is no lack of a guaranteed characteristic or the defect was deceitfully concealed. It is not necessary for the Customer to set a deadline if this cannot be reasonably expected of the Customer. As 'unreasonable' is deemed in particular to be the setting of a deadline after three unsuccessful attempts at post-fulfilment.

5.5 The setting-off of the usage in the event of a withdrawal shall take place on the basis of a four-year linear depreciation whereby the defect-related reduction in price is to be taken into consideration.

5.6 The seller's warranty on the part of AKI shall be cancelled if modifications have been made to the Software without the express written approval of AKI, or if the Customer deploys the Software in a manner or software environment other than as intended unless the Customer proves that these facts are not connected with the error that has occurred.

6. Liability

6.1 AKI shall not be liable for negligent breaches of obligation unless these concern a breach of material obligations. In the case of negligent breaches of obligation, liability is limited to the typical damages that could occur in association with the type of subject of agreement. This also applies to slightly negligent breaches of obligation by legal representatives and agents.

6.2 Liability for injury a well as in accordance with the German Product Liability Act shall remain unprejudiced. Liability for prohibited actions in accordance with §§ 823, 831 of the German Civil Code (BGB) is excluded.

6.3 In the event of data loss, AKI shall assume maximum liability covering the costs of duplicating the data in backup copies, as well as for the restoration of data that would have been lost even in the event of a regular and proper creation of backup copies by the Customer. The Customer is responsible for creating the backup copies.

7. Confidentiality
AKI shall handle in a confidential manner information and data that is marked as being confidential or which is obviously confidential, in particular such personal data that becomes known to AKI during the course of rendering the contractual services. AKI shall ensure that the employees deployed for this purpose are placed under obligation to observe data confidentiality in accordance with the German Federal Data Protection Act.

8. Other provisions
8.1 The transfer of rights and obligations arising from the Software Provision Agreement by one of the Partners to the Agreement to a third party is subject to the prior written approval of the other Partner to the Agreement.

8.2 Claims can only be set off against AKI in the case of undisputed or conclusively determined claims.

8.3 The invalidity of one or more provisions of this Agreement shall not otherwise affect the validity of the Agreement. The Parties to the Agreement hereby agree to replace the void provision with a valid stipulation which reflects the intended economic purpose of the void provision as closely as possible. The same shall apply in the event of a loophole in the Agreement that needs to be regulated.

8.4 Any secondary arrangements, amendments or supplements to this Agreement must be made in writing. This also applies to an annulment of the statutory written form. Verbal arrangements are to be confirmed in writing.

8.5 If the Customer is a merchant within the meaning of the German Commercial Code, Würzburg is hereby agreed as the venue for all disputes arising from the contractual relationship. AKI shall also be free to bring a law suit against the Customer at another venue.

8.6 The laws of the Federal Republic of Germany apply. The provisions of the UN Sales Convention do not apply.

8.7 Only these conditions apply to the Agreement. The general terms and conditions of the Customer do not apply.