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I. General Terms and Conditions for the Supply of Goods and Services by CETECOM

1. General

1.1 The following General and Special Terms and Conditions apply to each individual contract unless the individual contract contains a provision to the contrary.

1.2 The agreements contained in individual contracts are described as "Individual Terms and Conditions" herein and in the Special Terms and Conditions.

1.3 An individual contract is formed when:

1.3.1 CETECOM and the Customer have signed a contract;

1.3.2 CETECOM has acknowledged in writing its engagement by the Customer or the Customer's order;

1.3.3 the Customer has accepted an offer from CETECOM unconditionally and without amendment;

1.3.4 CETECOM has started to carry out the engagement or perform the order.

If CETECOM acknowledges in writing its engagement by the Customer or the Customer's order, its written acknowledgement alone will determine the scope and content of the contract. Any subsequent amendments must be in writing and made with CETECOM's consent.

1.4 In the event of inconsistencies between the following General and Special Terms and Conditions and the Individual Terms and Conditions, the order of validity will be as follows:

- General Terms and Conditions
- Special Terms and Conditions
- Individual Terms and Conditions

1.5 In case of inconsistencies within the Individual Terms and Conditions, the provisions that specifically cover the subject matter at hand will take precedence. The same applies to inconsistencies within the Special Terms and Conditions.

1.6 CETECOM will not accept any terms and conditions of the Customer that conflict with, vary or add to its own unless CETECOM has expressly agreed in a specific case to replace its Terms and Conditions with those of the Customer and this has been approved by the signature of an authorized director.

1.7 CETECOM's Terms and Conditions also apply where it unconditionally supplies goods or services although it is aware that the Customer's terms and conditions conflict with or vary from its own.

1.8 A clause in the Individual Terms and Conditions that varies from these General and/or Special Terms and Conditions will only be valid if it makes an express reference to the clause in the General and Special Terms and Conditions from which it varies.

1.9 CETECOM is entitled to engage third parties for the performance of its obligations under the General and/or Special Terms and Conditions and the relevant individual contracts.

1.10 CETECOM may at its own discretion choose which of its own employees it wishes to use to perform its contractual obligations under the following Terms and Conditions and individual contracts. If services are provided at the Customer's location, CETECOM will have the sole right to give directions to the employees used by it. CETECOM's employees will not be integrated in the Customer's business.

1.11 Rights of set-off vis-à-vis CETECOM shall be excluded. However, this does not apply to claims against CETECOM which are uncontested, final and binding or which CETECOM has acknowledged.

1.12 The Customer may only exercise liens or otherwise refuse performance of its contractual obligations in relation to an individual contract if CETECOM's payment claim relates to the same individual contract.

1.13 The Customer may not assign and/or transfer its rights and/or duties under these General Terms and Conditions, Special Terms and Conditions or individual contracts without the prior written consent of CETECOM.

1.14 The preliminary quotes and information given by CETECOM concerning the scope, nature and duration of the services to be provided and the expected costs are without obligation and can only be regarded as estimates. CETECOM does not

warrant their accuracy. The quotes and information will only become contractually binding if given in writing by CETECOM without reservation. CETECOM will only provide itemized quotes if expressly requested to do so by the Customer. Itemized quotes are subject to a charge.

2. Performance of the Contract

2.1 Unless otherwise expressly agreed in writing, CETECOM is only obliged to provide its services in accordance with recognized technical standards and the relevant legal provisions. CETECOM's staff are free to use their own discretion in testing and approval procedures.

2.2 Subject to the liability provisions in Section 9, CETECOM has no duty to compensate the Customer for damage to or destruction of items of property belonging to the Customer or for the loss of such items provided the services were properly performed.

2.3 If CETECOM is entrusted with items of property belonging to the Customer, it must exercise the same standard of care as it exercises in respect of its own property.

2.4 CETECOM has established a quality management system adapted to meeting the requirements of EN ISO/IEC 17020, EN ISO/IEC 17025, EN ISO 9001 und EN ISO/IEC 17065. CETECOM agrees to comply with and observe these standards. If and insofar as consulting services are provided in the factual context with testing and/or certification services, such services will be provided independently from each other by independent employees so that impartiality and integrity are guaranteed.

3. Customer's Duty to Cooperate

3.1 The Customer must notify CETECOM in full of all events which are relevant for the performance of CETECOM's obligations under the contract. Unless otherwise expressly agreed in writing, CETECOM is not obliged to check whether the data, information or other items and/or services supplied by the Customer are accurate and complete.

3.2 If in order to provide its services CETECOM requires the Customer's cooperation, the Customer must cooperate at its own expense. Unless otherwise expressly agreed in writing, CETECOM will not reimburse the Customer for its expenses.

3.3 If in order to provide its services CETECOM requires equipment belonging to the Customer, the Customer will make the equipment available in due time at its own expense. Unless otherwise expressly agreed in writing, CETECOM will not reimburse the Customer for costs incurred in delivering the equipment.

3.4 If the Customer does not fulfill its duty to cooperate, does not fulfill it in due time or does not fulfill it properly, CETECOM will be entitled to invoice the Customer for any resulting increase in its costs. CETECOM expressly reserves the right to assert further claims.

3.5 The Customer must take all measures necessary to ensure that CETECOM can safely perform its work on the Customer's premises unless the circumstances of the case or an agreement with the Customer make such measures unnecessary. CETECOM does not have to supply its services until the Customer has taken the necessary safety measures.

3.6 Insofar as CETECOM exports services or goods on behalf of the Customer, the Customer must upon request of CETECOM cooperate as required for the ex- or import of such services or goods.

3.7 The Special and Individual Terms and Conditions may contain additional duties to cooperate.

4. Performance Date

4.1 The dates for the performance of services are stated in the Individual Terms and Conditions. If a service must be performed within a specified period of time, the time limit for performance will commence on the date of CETECOM's order acknowledgement or, respectively, on a date specified in the order acknowledgement, but not before the Customer has provided all cooperation that it is required to provide and CETECOM has received any agreed advance payment.

4.2 Performance dates will only be binding on CETECOM if its designated contact person has expressly confirmed that they are binding in writing by mail or facsimile or in electronic form.

4.3 If CETECOM fails to perform on a binding date for reasons for which it is responsible, the Customer will be entitled to set a reasonable grace period for performance and indicate that it will refuse to accept CETECOM's performance after the grace period has expired. The Customer must allow CETECOM a grace period of four weeks or more.

4.4 If CETECOM is temporarily prevented from performance due to an event of force majeure, acts of Gods or the elements (irrespective of whether they affect the territory of the Republic of Germany or a territory from or through which CETECOM obtains its own supplies), disasters, war, riots or strikes in its own business, in delivery facilities, in supplier companies or in carrier companies and is thus unable to comply with a performance date, CETECOM will be entitled to perform at a later date. The agreed date for performance will be extended by a reasonable length of time as a result of the events described in sentence 1. Thus the Customer will not be entitled to any claims based on non-performance or late delivery by CETECOM. CETECOM must notify the Customer without delay where such an event occurs.

5. Delivery

5.1 Delivery by CETECOM will be ex works the following address:

CETECOM GmbH: Im Teelbruch 116, 45219 Essen, Germany

5.2 CETECOM is entitled to deliver in instalments and its deliveries are subject to the reservation that it has received timely delivery of conforming goods from its own suppliers.

5.3 The delivery and, where applicable, return transport of items of property belonging to the Customer will be at its own expense and risk. CETECOM will only return items of property belonging to the Customer if expressly requested in writing to do so.

5.4 Unless otherwise expressly agreed in writing, CETECOM will deliver all goods in the fashion as received by the Customer. In the event, CETECOM insures delivery shipments, Customer must provide the insurance value of the goods to be transported. If the goods are sensitive (i.e. a prototype), Customer must inform CETECOM of this circumstance. Should the goods not be insurable or, in case of sensitive goods, should CETECOM have security concerns regarding the shipment, CETECOM will notify Customer accordingly. The Customer is then obliged to either designate a shipment courier or to reach an agreement in writing with CETECOM regarding the transport. Any and all costs related to the shipment of goods, as well as the risk of loss or damage rest with the Customer. CETECOM will assign potential claims it may have against the courier to Customer upon written request.

5.5 The Customer is obliged to examine the goods and services supplied by CETECOM without delay after it receives them to the extent this is feasible in the proper course of business. The Customer must give CETECOM written notice of obvious defects without delay or at the latest within 5 business days from the delivery or supply. In the case of a hidden defect which cannot be detected at the time of examination, the Customer must give CETECOM written notice of the defect without delay or at the latest within 5 business days of discovering it. The Customer must describe the relevant defect in as much detail as possible. If the Customer fails to give notice, the goods or the services supplied will be regarded as accepted in spite of the defect.

5.6 Where CETECOM engages a carrier to deliver goods, the Customer must give notice of transport loss and/or damage and late deliveries as follows:

5.6.1 The Customer must examine the goods upon delivery for visible transport loss and/or damage and notify the carrier of any such loss or damage in writing at the time of delivery.

5.6.2 In the case of non-visible transport loss and/or damage, the Customer must give the carrier written notice of the loss and/or damage without delay or at the latest within 5 business days of discovering it.

5.6.3 The Customer must describe the damage in detail and forward CETECOM a copy of its report without delay.

5.6.4 Customer shall inform CETECOM of any late deliveries without undue delay in writing.

5.7 If the Customer fails to give notice in due time, it will be assumed that the goods delivered were in conformity with the contract.

5.8 Unless otherwise expressly agreed in writing, ownership of packaging material will pass to the Customer upon receipt of the goods. This includes overwrap, transport and product packaging.

6. Prices and Terms of Payment

6.1 The prices for the goods to be delivered and the services to be provided by CETECOM are stated in the Individual Terms and Conditions.

6.2 If no price was agreed in the Individual Terms and Conditions, CETECOM's services will be invoiced on a time and materials basis.

6.3 Unless otherwise expressly agreed in writing, CETECOM will invoice the Customer separately for journey times (including waiting time) and travel costs. Travel costs include, without limitation, the actual transport and accommodation costs as well as hospitality costs in accordance with statutory laws.

6.4 Unless otherwise expressly agreed in writing, all prices are net prices and quoted in EURO and payments will be due without deductions within 30 calendar days from the date of invoice. Prices quoted are net prices in euro. The Customer is obliged to pay any VAT due at the applicable statutory rate. The Customer will be responsible for all other taxes and duties, such as withholding tax or import duties levied on the goods or services supplied by CETECOM. The Customer will reimburse CETECOM if any such taxes and duties are imposed on it.

6.5 If the Customer fails to make payment by the due date, it will be in default regardless of whether it receives a payment reminder. In this event CETECOM is entitled to demand interest in arrears from the Customer at the rate of 8 per cent above the current basis interest rate of the German Federal Bank (*Deutsche Bundesbank*).

6.6 CETECOM is entitled to terminate an individual contract without notice or to rescind it if the Customer is in default of payment for over three months or defaults on at least two consecutive payments. CETECOM reserves the right to assert further claims.

6.7 Where after concluding an individual contract CETECOM has reason to doubt the Customer's ability to perform its obligations under the contract and has reason to doubt, in particular, the Customer's ability to pay or its creditworthiness, and if the Customer refuses to make advance payment or provide a suitable security in spite of a written request from CETECOM to do so, then CETECOM will be entitled to rescind the individual contract provided that it has set a reasonable grace period for performance and the Customer has not performed within this period.

6.8 Fees payable on a monthly basis will be invoiced monthly in advance. Variable fees that are usage dependent will be invoiced at the end of each month. CETECOM will, however, be entitled to invoice an appropriate part-payment monthly in advance.

6.9 The Special and Individual Terms and Conditions may contain additional payment conditions.

7. Retention of Title

7.1 CETECOM will retain title to the goods delivered until all claims arising from its business relationship with the Customer have been satisfied in full.

7.2 If new goods are created by processing the goods, inextricably mixing them with or incorporating them in other goods, CETECOM will acquire co-ownership of the new goods in an amount reflecting the ratio between the invoice value of its goods and the value of the other goods at the time of processing, inextricably mixing or incorporation. Any processing or mixing of goods by the Customer will be carried out for CETECOM. Section 7.1 applies accordingly to CETECOM's co-ownership of new goods.

7.3 The Customer will only be entitled to dispose of the goods in respect of which title has been retained with the prior written consent of CETECOM. This applies, in particular, to any sale, creation of security interests in or pledge of the goods.

7.4 If the security interests to which CETECOM is entitled exceed the outstanding claims they secure by more than 20%, CETECOM will be obliged to choose at its discretion which excess securities it will release. The relevant basis for calculation is the net invoice value charged by CETECOM to the Customer.

7.5 CETECOM is entitled to terminate or rescind an individual contract and take possession of the goods in respect of which title has been retained in the following cases: (i) if the Customer is in default of payment, (ii) if it is likely that the Customer will not be able to pay its debts, (iii) if the Customer does not provide sufficient information regarding its ability to pay and/or its assets, (iv) if execution against it has been commenced, (v) if one of its bills of payment has been dishonoured or (vi) if a petition for the institution of insolvency proceedings has been instituted against it. The Customer is obliged to surrender the goods in respect of which title has been retained.

7.6 If a third party has infringed CETECOM's title to the goods, in particular, if a third party has seized or attached the goods in respect of which title has been retained, then the Customer will be obliged to

notify CETECOM without delay and forward it the available documents (e.g. attachment notice) as well as to notify the third party of CETECOM's title to the goods. The Customer must bear all costs required to restore unencumbered title to the goods to CETECOM.

7.7 The Customer is obliged at its own expense to safely store the goods in respect of which title has been retained and keep them in good condition and repair. In addition, it must insure them against loss and damage as well as deterioration in accordance with good business practice. The Customer assigns any insurance claims or other compensation claims it may have due to the loss or damage to or deterioration of the goods. CETECOM accepts this assignment.

7.8 The Customer must notify CETECOM in writing without delay if the location where the goods in respect of which title has been retained is changed.

7.9 All items, programs or data delivered for test or demonstration purposes will remain the property of CETECOM.

8. Liability for Defects

8.1 CETECOM's liability for the quality of the goods and services supplied is regulated exclusively and exhaustively in the respective Individual Terms and Conditions or, to the extent available, in the product specifications attached thereto. The information stated in the Individual Terms and Conditions and/or in the product specifications do not amount to guarantees on the part of CETECOM.

8.2 CETECOM gives no guarantees as to the quality or durability of the goods supplied, nor does it give any other guarantees in respect of the goods unless it has issued a written statement and called the statement a guarantee in an individual case.

8.3 CETECOM will not be liable for defects resulting in an insignificant reduction in the value and/or fitness for purpose of the goods or services supplied. The same applies in the case of defects which are attributable to external influences, operator errors or changes which were not implemented or authorized by CETECOM – including in the operational environment – additions, installations or deinstallations, assemblies or disassemblies, repair attempts or other manipulations.

8.4 Where the Customer makes a justified complaint about a defect within a reasonable time, CETECOM may choose whether to repair the defect or replace the goods with conforming goods. CETECOM is entitled to make at least three attempts at a remedy.

8.5 In addition, the Customer is entitled to the rights provided by law subject to Section 8.6 below.

8.6 The Customer's right to damages is restricted by the general limitations on liability pursuant to Section 9.

8.7 CETECOM will be liable for defects for a period of 12 months beginning from the date of delivery and/or completion and/or, where applicable, the date of acceptance. This does not apply where CETECOM is liable for damages pursuant to Section 9.8 of the general liability provision.

8.8 The Customer is obliged to provide at its own expense the assistance that CETECOM needs when repairing the defect.

8.9 The Customer has sole responsibility for data backups.

8.10 The Customer may direct its complaints, including, without limitation, its suggestions for improving testing and certification procedures to CETECOM's quality assurance officer or management.

9. Liability for Loss and Damage

9.1 CETECOM's liability shall be unlimited for:

9.1.1 loss or damage caused intentionally or by the gross negligence of CETECOM, its directors or its officers or intentionally by its other vicarious agents;

9.1.2 loss or damage from acts causing death, bodily injury or illness, or from the assumption of a guarantee or a procurement risk, or under the German Product Liability Act (Produkthaftungsgesetz).

9.2 CETECOM's liability will be limited to loss or damage that is reasonably foreseeable in connection with an individual contract for:

9.2.1 the gross negligence of its other vicarious agents;

9.2.2 the slight negligence of CETECOM, its directors, officers or other vicarious agents in case the damage results from a breach of a material contractual obligation (*Kardinalpflicht*).

9.3 Subject to Sections 9.1 and 9.2 above, any other liability of CETECOM is excluded.

9.4 Where CETECOM's liability is limited in accordance with Section 9.2, CETECOM will not be liable for lost profits or any indirect damages.

9.5 CETECOM is entitled to include liability caps in Individual Terms and Conditions.

9.6 CETECOM's liability for lost data is limited to the reasonable expenses necessary for recovering the data which would also have been incurred if regular backups of the data had been made in accordance with the risk inherent in potential loss.

9.7 Except in the case of an express agreement in writing to the contrary, CETECOM does not make any guarantee or accept any procurement risk in respect hereof.

9.8 The statutory limitation periods for the notification of defects will apply instead of the provisions in Section 8.7 if (i) liability is based on the intentional wrongdoing or gross negligence of CETECOM or its directors or officers or if (ii) liability is based on the intentional wrongdoing of CETECOM's other vicarious agents or (iii) if loss or damage results from acts causing death, bodily injury or illness.

9.9 Any exclusion or limitation of liability by CETECOM pursuant to the foregoing Sections 9 – 9.8 applies for the benefit of its employees if the Customer seeks redress directly against the employee.

10. Copyright

10.1 Where this is necessary to enable the Customer to use the goods and services supplied by CETECOM and if the Special or Individual Terms and Conditions do not provide otherwise, then CETECOM grants the Customer, after the Customer has made payment, a non-exclusive and non-assignable right to use copyrightable goods and/or services to the extent required for the purposes of the individual contract.

10.2 The Customer is not permitted to distribute, disseminate, publish or otherwise exploit any of CETECOM's goods or services extending beyond the contractually agreed purpose without CETECOM's prior written consent.

11. Confidentiality and Data Protection

11.1 Each party agrees to keep and hold strictly confidential all information received in writing, orally or in any other form from the other contracting party in connection with these General Terms and Conditions, the Special Terms and Conditions and the Individual Terms and Conditions, including, without limitation, all documents, drafts, plans, data, know-how and any other form of business secret.

11.2 The parties will use this information exclusively for the purposes of fulfilling their obligations pursuant to these General Terms and Conditions, Special Terms and Conditions and Individual Terms and Conditions. Each party is obliged to also impose a suitable confidentiality obligation on its employees and other third parties involved in the fulfillment of its obligations.

11.3 There is no obligation to maintain confidentiality where the party bound to confidentiality is able to prove that

11.3.1 the information was known to it before the cooperation was commenced,

11.3.2 it received the information from an authorized third party,

11.3.3 the information was generally available without any fault on its part,

11.3.4 it developed the information itself independently of the current cooperation,

11.3.5 or it was required by an administrative order or by law to disclose the information.

11.4 CETECOM hereby notifies the Customer that the sending of documents electronically is not secure and that the confidentiality of information sent in this way cannot be guaranteed.

11.5 CETECOM hereby notifies the Customer that personal data will be stored and used in connection with business transactions to the extent permitted by law.

12. Miscellaneous

12.1 Unless the General or Special Terms and Conditions expressly provide otherwise, all notices and notifications connected with this contract and with the parties' business relationship must be given in writing by mail or facsimile or in electronic form.

12.2 All amendments and additions to these General Terms and Conditions, Special Terms and Conditions and Individual Terms and Conditions must be in the written form. This also applies to any waiver of the requirement of the written form.

12.3 The relationship between the parties is governed exclusively by German law. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.

12.4 The courts at the place where CETECOM has its registered office have jurisdiction for all disputes and proceedings if the Customer is a merchant (*Kaufmann*) or public law entity. In addition, CETECOM is entitled to sue the Customer before the courts which have general jurisdiction for it.

12.5 CETECOM reserves the right to amend or add to these General and the Special Terms and Conditions from time to time. The General and Special Terms and Conditions apply in their currently valid version to contracts for continuous obligations. In the case of other contractual relationships, the version of the Terms and Conditions, which was in force at the time the relevant individual contract was concluded, applies.

12.6 In the event that a provision of the General Terms and Conditions, the Special Terms and Conditions or the Individual Terms and Conditions is or becomes wholly or partly invalid, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by the legally valid provision which most closely approximates the original intent and economic goals of the parties. The same will apply in the event of any gaps in the Terms and Conditions.

II. Special Terms and Conditions for Testing

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions is the testing (hereinafter referred to as "Testing") of products (hereinafter referred to as the "Test Objects") primarily in the telecommunications area.

1.2 As a rule, CETECOM offers two types of Testing:

1.2.1 Tests performed in accordance with the Customer's instructions which are not based on the results of a test performed previously (hereinafter referred to as "General Testing"), as well as

1.2.2 Tests performed in accordance with the Customer's instructions which expand on the results of tests already performed by CETECOM or a third party. This category includes tests which were interrupted in the course of General Testing and in respect of which the Test Objects were resubmitted to CETECOM for Testing (hereinafter referred to as "Delta Testing").

1.3 The specific scope of the services to be performed is regulated conclusively in the Individual Terms and Conditions.

1.4 Unless otherwise agreed in the Individual Terms and Conditions, CETECOM will perform the tests on the Test Objects as described in the Individual Terms and Conditions. It will then document the results of these tests and make the results available to the Customer, for example, as a test report at the time agreed in the Individual Terms and Conditions (hereinafter referred to as the "Test Results").

1.5 The Test Results are only based on the specimen Test Objects made available to CETECOM for the tests. If the Customer modifies the Test Objects after submitting specimens for Testing, these modifications will only be the object of the tests if this is expressly agreed between CETECOM and the Customer in writing.

1.6 The exact date for the tests will be set in the Individual Terms and Conditions.

1.7 If CETECOM reserves and/or holds resources available for the performance of tests for the Customer on a specific date, and the Customer cancels the tests, for reasons for which CETECOM is not responsible, less than 15 calendar days prior to the Test Date, the Customer will be obliged to pay a cancellation fee in the amount stated below for the Testing:

1.7.1 In the case of cancellation 8 to 14 calendar days before the agreed Test Date, the cancellation fee due will be in the amount of 50% of the price agreed for the Testing;

1.7.2 In the case of cancellation on the Test Date or up to 7 calendar days before the agreed Test Date, the cancellation fee due will be in the amount of 100 % of the price agreed for the Testing.

1.8 In such a case, CETECOM will attempt to make other use of the resources reserved and/or held available for the performance of the tests for the Customer. If CETECOM can utilize the resources reserved and/or held available for the Customer, it will reduce the amount to be paid by the Customer by the amount that CETECOM receives for the alternative use of its resources. The Customer may seek to prove that CETECOM was able to save expenses by a greater sum.

2. Duty to Cooperate

2.1 In addition to its duty to cooperate pursuant to Section 3 of the General Terms and Conditions, the Customer also has a duty to cooperate in the performance of the Testing within reasonable bounds. The Customer is, in particular, obliged to supply CETECOM, without special request, with all information required for the Testing as well as to provide technical support, where needed, in a timely manner (e.g. in the form of a technician assigned to this task). The relevant details will be laid down in the Individual Terms and Conditions.

2.2 If the Test Object has special characteristics which should be the object of the Testing, the Customer will notify CETECOM thereof. The relevant details will be laid down in the Individual Terms and Conditions.

2.3 If the purpose of the contract is the performance of Delta Testing, the Customer must make the documents and information that document the details of the modifications made to the Test Object (since the original tests were carried out) available to CETECOM (hereinafter referred to as "Delta Documentation"). The Customer must arrange, at its own expense, for the Delta Documentation to be available to CETECOM by the date set down in the relevant Individual Terms and Conditions.

2.4 CETECOM will use only the Delta Documentation and the existing Test Report (from the original Test) as the basis for its Delta Testing. The Customer is obliged to verify that the Delta Documentation is accurate and complete.

2.5 If special equipment is required for the performance of the tests, the Customer will make this equipment available at its own expense. The relevant details will be laid down in the Individual Terms and Conditions.

2.6 The Customer must check the Test Results without delay after receipt. Section 5.5 of the General Terms and Conditions applies accordingly.

2.7 There may be additional duties of the Customer to cooperate in the Individual Terms and Conditions.

3. Liability for Defects

3.1 CETECOM assumes no liability for errors or defects in the Test Results that result from the inaccuracy and/or incompleteness of the information, Test Results or Delta Documentation made available to it by the Customer.

3.2 The Customer will indemnify and hold CETECOM harmless from any and all claims for damages or other claims brought against it by a third party, arising out of or in connection with errors in the Test Results, to the extent that they result from the inaccuracy and/or incompleteness of the Test Reports, information or Delta Documentation, and will reimburse CETECOM for its costs and expenditures and compensate it for any and all damage in relation to same.

3.3 Sections 3.1 - 3.2 above do not apply if the Test Reports, information or Delta Documentation on which the Test Results are based was prepared by CETECOM and the inaccuracy and/or incompleteness results from an error by CETECOM.

4. Intellectual Property Rights and Copyright

4.1 Any and all Intellectual Property and Copyrights in and to the Test Object vest with the Customer. The Customer grants CETECOM the right to use its Intellectual Property and Copyrights in and to the Test Object for the purposes of the Testing.

4.2 CETECOM reserves the unrestricted right to use the know-how developed in the course of its Testing.

4.3 The Customer grants CETECOM a non-exclusive right to use the Delta Documentation for the purpose of the Delta Testing. This includes, without limitation, the right to provide the Delta Documentation to companies affiliated with CETECOM.

4.4 If the Test Reports to be used for the Delta Testing were not prepared by CETECOM, the Customer must ensure that CETECOM is permitted to use them for its Delta Testing. The Customer has sole responsibility for obtaining the necessary rights of use from third parties. The Customer guarantees that it has already acquired the necessary rights in relation to any Test Report prepared by a third party which it supplies to CETECOM.

4.5 The Customer will indemnify and hold CETECOM harmless from any and all claims for damages or other claims brought against it by a third party, arising out of or in connection with the infringement of the third party's intellectual property rights through the use of Test Reports not prepared by CETECOM, and will reimburse CETECOM for its costs and expenditures and compensate it for any and all damage in relation to same.

5. Terms of Payment

5.1 In addition to the provisions in Section 6 of the General Terms and Conditions, CETECOM is entitled to invoice a reasonable amount prior to the Testing.

5.2 If the Testing is discontinued for reasons for which CETECOM is not responsible, the Customer will nevertheless be obliged to pay the agreed price for the Testing.

III. Special Terms and Conditions for Certification

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Certification Contract") is the certification of products and of systems (hereinafter referred to as "Certification Object") pursuant to the relevant certification criteria. This certification will be performed on the basis of the documents, equipment and/or information and/or results made available by the Customer. CETECOM will also perform certifications in accordance with criteria specified by the Customer.

1.2 The specific scope of the services to be performed is regulated conclusively in the Individual Terms and Conditions.

1.3 Unless otherwise agreed in writing in the Individual Terms and Conditions, CETECOM will assume in its evaluation that all aspects of the relevant standards and laws are to be applied to the entire Certification Object. If the contract is only for the performance of evaluations of selected aspects, this must be specified in the Individual Terms and Conditions.

1.4 If the certification has already been performed by a different organization under the same conditions, the Customer must inform CETECOM of this fact.

1.5 CETECOM will perform the evaluation in regard to all of the aspects specified in the Individual Terms and Conditions.

1.6 If all of the prerequisites for certification are satisfied, CETECOM will grant the Customer the certification specified in the Individual Terms and Conditions and issue a certificate. In case the certification body does not issue certificates, CETECOM will issue documentation on the assessment results.

1.7 If CETECOM engages a third party to perform tasks related to the certification pursuant to Section 1.9 of the General Terms and Conditions, CETECOM will inform the Customer of this in advance.

1.8 The grant of a certificate does not constitute a statement regarding the usability or quality of the assessed product or system beyond the concrete statements made in the Test Report.

1.9 If in the course of the certification tests it is determined that the certification cannot be granted because the assessed object does not satisfy the prerequisites for the certification or because of any other reasons, CETECOM will notify the Customer of this fact without undue delay after it determines that this is so.

2. Duty to Cooperate

2.1 The Customer will make the documentation and information necessary for the certification (hereinafter referred to as "Documentation") available to CETECOM at the time specified for this in the Individual Terms and Conditions. In particular, but without limitation, the Customer grants CETECOM the right to provide the Documentation, regardless whether or not it was created by CETECOM or a third-party, to a certification body for the purposes of certification. The relevant details will be laid down in the Individual Terms and Conditions, if applicable.

3. Liability for Loss and Damage

3.1 CETECOM assumes no liability for an invalid certification which results from the inaccuracy and/or incompleteness of the Documentation provided by the Customer.

3.2 The Customer will indemnify and hold CETECOM harmless from any and all claims for damages or other claims brought against it by a third party, arising out of or in connection with the inaccurate and/or incomplete documentation, and will reimburse CETECOM for its costs and expenditures and compensate it for any and all damage in relation to same.

3.3 Sections 3.1 – 3.2 above do not apply if the Documentation was prepared by CETECOM and the inaccuracy and/or incompleteness results from an error by CETECOM.

4. Regulatory Provisions

4.1 With the exception of the certification that is performed by CETECOM in conformity with the information in the Individual Terms and Conditions and the Documentation, the Customer has sole responsibility for compliance with regulatory provisions which are not covered by the certification.

5. Intellectual Property Rights and Copyright

5.1 If the Documentation was not prepared by CETECOM, the Customer must ensure that CETECOM is permitted to use the Documentation for the purpose of the Certification Contract. The Customer has sole responsibility for obtaining the necessary rights of use from third parties. The Customer guarantees that it has already acquired the necessary rights in relation to any Documentation which it supplies to CETECOM.

5.2 The Customer will indemnify and hold CETECOM harmless from any and all claims for damages or other claims brought against it by a third party, arising out of or in connection with the infringement of the third party's intellectual property rights through the use of Documentation not prepared by CETECOM, and will reimburse CETECOM for its costs and expenditures and compensate it for any and all damage in relation to same.

6. Terms of Payment

6.1 If CETECOM has performed the tasks related to the certification and a certification as described in Section 1.6 of these Special Terms and Conditions cannot be granted, CETECOM will be entitled to invoice the full price of the certification.

IV. Special Terms and Conditions for the International Type Approval Handling

1. Purpose of the Contract

1.1 The aim of an individual contract based on the following conditions (hereinafter "ITA-Contract") is to obtain written statements / certificates from the relevant national approval authorities allowing the Customer to place the product on a legal basis on the market in the mentioned countries. Principally market access is regulated at national level. The market access contains only the placing on the market in single countries. Import or operation of products may be subject to separate regulations. For activities in the context of import or operation CETECOM does neither offer services nor assume a guarantee within the present an ITA-Contract.

1.2 Depending on the legislation which is in force in each of the countries at the time of the application for type approval, the written statements / certificates that can be obtained are:

- National type Approval Certificate with Type Approval Number
- National Registration Number on basis of a manufacturer's or an authorised representative's declaration.
- Exemption for the application granted by the Nation Approval Authority
- Legal text reference or reference to ordinations and regulations which state that the product can be used freely without fulfilling any requirement.

For certificates or answers by national authorities that are not in German or English language CETECOM recommends produce a translation in order to verify the content.

1.3 An ITA-Contract includes:

- Compiling and completing and introduction of the required documents and submission to the National Type Approval Authorities
- Co-ordinate and, if necessary, accelerate the approval procedure planning.
- Delivery of the written statements as obtained from the approval authorities
- Reference to laws, ordinances and regulations showing that the product may be placed on market and operated without further requirements.

1.4 Not included in an ITA-Contract are:

- Travelling costs in case that travelling will be needed (prior consult with the Customer)
- All costs for additional Conformance Testing. These costs depend on the designated laboratory in each country.
- Fees for eventual translation services
- Courier service for transportation of samples and /or documentation
- Provision of local representatives in all countries where this is mandatory in terms of the national approval regime

1.5 In case that the Written Statement / Certificate from one or another Approval Authority cannot be obtained within the reasonable delays

mentioned in this quotation and the reasons therefore are out of the hands of CETECOM, all supplementary efforts requested to obtain anyway valid Written Statement(s) / Certificates will be charged to the Customer as an extra after prior consult.

2. Co-operation with the Customer

The Customer has to provide CETECOM with all documentation that may be needed for the approvals of the equipment. For an efficient progress on Type Approval technical documents sets of each model will be necessary. The Approval Authorities require in general the following documents:

- Test report(s) in English or national language
- Technical description of the device preferable in National language or in English
- The operation manual, in English or the national language (preferable, sometimes mandatory)
- "Commercial Power of Attorney" authorising CETECOM to execute the approval procedure
- Available type approval certificates and declarations of conformity
- Electrical and electronic circuit diagrams, part list
- Component placement drawing
- All PCB layouts from both, component and soldering side
- Photo-sets (outside and inside of the sample), coloured
- Software version (if applicable)
- Drawings, Photos indicating the marking (Type, manufacturer or applicant) of the device

A close cooperation with the local representative is indispensable to ensure a short lead time.

3. Fees and condition of payment

CETECOM reserves the right to charge up to 100% of total payment at confirmation of order. Remaining amount is payable according to project progress. We immediately charge you any costs arising from subcontractors and authorities. In case it turns out later that execution of a service cannot be obtained and the reasons therefore are out of the hands of CETECOM, the right to charge the Customer up to 50% plus external costs is reserved. The provisions concerning costs of non-included services that are subject to clause 1.4 remain unaffected.

4. Time for processing

The indicated procedure time for each country are estimations based on experience. The exact time depends mainly on the approval authority. The indicated procedure time is therefore no binding commitment but only an approximate value. The time period starts when all relevant documents have been submitted by the customer to CETECOM. CETECOM obliges to indicate eventual delays to the Customer in good time.

5. Others

CETECOM reserves the right to involve other subcontractors. The offer does not include a statement if the product meets the approval requirements in the mentioned countries. With this offer CETECOM cannot guarantee that approval can be given in all offered countries.

V. Special Terms and Conditions for a Permanent License of CETECOM Software (Purchase of Software)

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "License") is the grant for consideration of a right to use the CETECOM software specified in the individual contract together with the associated documentation (hereinafter referred to collectively as the "CETECOM Software") to the extent described below. Details regarding the name and description of the CETECOM Software, the number of licenses, the delivery time and license fee are to be found in the Individual Terms and Conditions.

1.2 The installation, implementation and/or parameterization of the CETECOM Software on the Customer's hardware is not included in the License, but will instead be governed by the Special Terms and Conditions for the Performance of Work or Services.

1.3 CETECOM will not be responsible for the compatibility of the CETECOM Software with the hardware and software environment of the Customer.

1.4 CETECOM will make manuals, user aids and other documentation available to the Customer in the form of hard copies or electronically, i.e. online or by e-mail.

2. Grant of a Right to Use

2.1 CETECOM grants the Customer a perpetual, non-exclusive right to use the CETECOM Software from the date specified in the individual contract onwards in accordance with these Terms and Conditions for a Permanent License of CETECOM Software.

2.2 The Customer may only use the CETECOM Software for internal purposes related to its own business as stated in the individual contract. The Customer is, in particular, not entitled to use the CETECOM Software for the performance of other commercial services for third parties including, without limitation, services that consist exclusively or primarily of the use and application of the CETECOM Software.

2.3 The Customer is not entitled to grant sublicenses.

2.4 The Customer is not entitled to obtain a copy of or to have access to the source code.

3. Rights to the CETECOM Software

All intellectual property rights and necessary exploitation rights related to the CETECOM Software are owned by either CETECOM or the third party named in the individual contract or on the original data carrier and/or in the original documentation (hereinafter referred to as "Third Party Owner") which has authorized CETECOM to license them in accordance with these Terms and Conditions.

4. Reproduction/Copies

4.1 The Customer may make copies of the CETECOM Software to the extent that these copies are necessary for the usage of the CETECOM Software in conformity with the contract. Necessary copies include the installation of the CETECOM Software from the original data carrier onto the mass storage of the hardware used as well as the loading of the CETECOM Software into the hardware's main memory.

4.2 The Customer is further entitled to make a machine-readable copy of the CETECOM Software as a backup. When a backup copy is made, CETECOM's and/or the Third Party Owner's copyright credit must be recorded in machine-readable form on the copy and plainly written on the data carrier. Containers in which such data carriers and documentation are stored must be clearly identified with a notice regarding the rights of CETECOM and/or the Third Party Owner. This notice must be permanently marked on the container or affixed to it as an adhesive label.

4.3 If for reasons of data security or to ensure rapid recovery of the computer system following a total outage it is deemed essential to back up the entire store of data including the computer programs used on a rotational basis, the Customer may only make the absolutely required number of backup copies of the CETECOM Software. The relevant data carriers are to be marked as described above in Section 4.2. The backup copies may only be used as archive copies.

4.4 The Customer is obliged to keep up-to-date records of all copies it makes. These records should state both the date each copy was made and its location. CETECOM is entitled to examine these records.

4.5 The Customer may only use the CETECOM Software and the copy/copies for its own purposes. The Customer is obliged to prevent third parties from gaining access to the CETECOM Software and/or the copy/copies. The Customer promises to ensure that no third party and none of its own employees who are not expressly so authorized in the individual case gains access to the CETECOM Software and/or the copy/copies and/or copies these in whole or in part.

4.6 The Customer is prohibited from making any other copies. This prohibition also includes printing a copy of the software code or making a photocopy of the documentation.

5. Decompiling

5.1 The decompiling of the software supplied into any other code forms (disassembling or decompiling) as well as any other form of reverse engineering of the various development steps of the CETECOM Software is except under the conditions stated in Section 5.2 below not permissible.

5.2 If it is essential for the Customer to have interface information so that it can ensure the interoperability of the CETECOM Software with other software, it must notify CETECOM of this in writing. CETECOM will inform the Customer, within a period of 30 calendar days after receipt of this notice, whether it will supply the requested information on the interface or offer to establish the desired interoperability at the Customer site for a reasonable fee. If CETECOM fails to offer one of the two alternatives stated above, the Customer may exercise its rights pursuant to Section 69(e) of the German Copyright Act (*Urheberrechtsgesetz*).

5.3 The Customer may only use the information obtained pursuant to Section 5.2 above for its own internal purposes. It is prohibited from passing this information on to third parties, in particular to competitors of CETECOM.

6. Modification

6.1 The removal and/or circumvention of a copy protection routine or similar protective routine is prohibited. It is also not permissible to emulate a dongle or other DRM protection mechanism.

6.2 The Customer is prohibited from removing or changing any copyright notices, serial numbers or any other features or marks which serve to identify the software.

6.3 It is impermissible to modify the CETECOM Software in any way.

7. Use of Multiple Instances of the Software and Use in Networks

7.1 The Customer is entitled to use the CETECOM Software on one of its workstations. If the Customer moves the software to another workstation, it must delete the CETECOM Software on the previously used workstation. It is not permissible to store, keep available or use the CETECOM Software on more than one workstation at any one time.

7.2 If the Customer wishes to use the CETECOM Software on multiple workstations simultaneously, it must purchase a corresponding number of licenses.

7.3 The use of the single workstation version of the CETECOM Software in a network or any other multiple workstation computer system is prohibited if this would allow the use of multiple instances of the CETECOM Software simultaneously. If the Customer wishes to use the CETECOM Software in a network or other multiple workstation computer system, it must use access protection mechanisms to prevent the simultaneous use of multiple instances of the software or pay a special network fee to CETECOM. In the latter case, the amount of the network fee will be determined on the basis of the number of users on the network. CETECOM will notify the Customer without delay of the amount of the network fee to be paid in the individual case, as soon as the Customer notifies CETECOM in writing of the planned network usage and the number of users on its network. The Customer is first permitted to use the software in its network after it has been issued a network license and has paid the full amount of the network fee.

8. Granting of rights to third parties

8.1 Without prejudice to the provision in Section 8.6 and Section 9 below, the Customer is only permitted to sell or give CETECOM Software to a third party if the third party agrees to be bound by the copyright provisions in the License, including, without limitation, the restrictions on the right to use the CETECOM Software. If the Customer sells or gives the CETECOM Software to a third party, it must hand over all copies of the software to the third party or destroy any remaining copies. The Customer's right to use the CETECOM Software will extinguish if it sells or gives the software to a third party.

8.2 If the CETECOM Software consists of several different software products that are licensed collectively by CETECOM as a software package, the Customer may subject to Section 8.1 only sell or give the CETECOM Software to a third party collectively as a software package.

8.3 The Customer is not permitted to rent or lease the CETECOM Software to a third party. The Customer may grant a third party the right to use the CETECOM Software for a limited term if the third party agrees to be bound by the copyright provisions in the License, including, without limitation, the restrictions on the right to use the CETECOM Software, and the Customer hands over all copies of the software to the third party or destroys any remaining copies. The Customer is not permitted to use the CETECOM Software itself during the period for which it has granted the third party the right to use the software.

8.4 If the Customer grants a third party the right to use the software, it must notify CETECOM of the third party's full name and address in writing.

8.5 The Customer may not grant a third party the right to use the CETECOM Software if there is reason to suspect that the third party will breach the conditions of the License, in particular, by making illegal copies of the software. The same principle applies to the Customer's employees.

8.6 If CETECOM provides the CETECOM Software to the Customer solely by electronic means and without a physical copy, Customer is not entitled to sell or give away the CETECOM-Software.

9. Right of First Refusal

9.1 The Customer may only dispose of the CETECOM Software for consideration or gratuitously to a third party in accordance with the following provisions.

9.2 If the Customer intends to sell all or part of the CETECOM Software to a third party, it must first send CETECOM a registered letter offering to sell CETECOM the software at the same price and on the same terms as agreed with the third party. If CETECOM wishes to accept the offer, it must notify the Customer of its acceptance by registered letter within 30 calendar days of its receipt of the offer.

9.3 If CETECOM does not accept the Customer's offer within the time period pursuant to Section 9.2, the Customer will be entitled to sell the CETECOM Software to a third party at the price and on the terms notified to CETECOM.

9.4 If the Customer intends to sell the CETECOM Software at a different price and/or on different terms, it must again offer CETECOM by analogy with Sections 9.1 and 9.2 the option of purchasing the software.

9.5 Affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) are not third parties within the meaning of Sections 9.1 – 9.3 above.

10. Access by Third Parties

10.1 The Customer is obliged to take appropriate measures to ensure that unauthorized third parties do not gain access to the CETECOM Software.

10.2 The Customer must store the CETECOM Software, including any copies of it, at a location that is secure against access by unauthorized third parties and give its employees strict instructions to comply with the present Terms and Conditions and not infringe the copyright rights of CETECOM and/or the Third Party Owner. In particular, the Customer must instruct its employees not to make any unauthorized copies of CETECOM Software.

10.3 If one of the Customer's employees infringes the copyright rights of CETECOM and/or the Third Party Owner, the Customer will use its best efforts to assist in investigating the copyright infringement and will, in particular, notify CETECOM of the relevant infringements without delay. CETECOM reserves the right to assert further claims.

11. Terms of Payment

11.1 The Customer will be invoiced for the license fee at the same time as the CETECOM Software is delivered.

11.2 Payment of the license fee is payment in full for the grant of a permanent right to use the CETECOM Software pursuant to these Terms and Conditions. Payment of the license fee does not cover the costs of installation, implementation, parameterization or maintenance of the CETECOM Software or the instruction and training of the Customer's employees. These services are the object of a separate agreement in accordance with the relevant Special Terms and Conditions.

12. Liability for Defects

12.1 CETECOM points out that on the basis of state-of-the-art information technology it is not possible to develop data processing programs that are completely error free in all areas of application.

12.2 Where the Customer makes a justified complaint about a defect within a reasonable time, CETECOM will be deemed to have remedied the defect if it shows the Customer a reasonable way of working around it. The Customer will be obliged, if necessary, to accept a new version offered by CETECOM in fulfillment of its duty to remedy unless it is unreasonable for the Customer to have to accept a new version.

12.3 The general limitations on liability pursuant to Section 9 of the General Terms and Conditions apply to a claim for damages by the Customer in relation to a defect which existed at the time the contract was concluded or which occurred after its conclusion or to a claim for damages based on CETECOM's failure to remedy a defect.

12.4 In fulfillment of its duty to assist in the repair of defects pursuant to Section 8.8 of the General Terms and Conditions, the Customer is obliged, in particular, to record error messages and, in the case of errors which are not easily reproduced, to make available to CETECOM to the extent possible a machine readable test sample with an error description that enables it to reconstruct the error.

13. Intellectual Property Rights of Third Parties

13.1 If the intellectual property rights of a third party restrict the Customer's right to use the CETECOM Software, CETECOM may – provided this is reasonable for the Customer – choose either to (i) modify the CETECOM Software in such a way that it is no longer covered by the third party's intellectual property rights but still conforms to the contractual provisions or (ii) obtain the rights needed to allow the Customer unrestricted use of the CETECOM Software in conformity with the contract at no additional cost to the Customer.

13.2 CETECOM will indemnify and hold the Customer harmless from all claims brought against it by third parties arising out of or in connection with the infringement of the third party's intellectual property rights through or in connection with the Customer's usage of the CETECOM Software in conformity with the contract.

13.3 Each party will notify the other party in writing without delay if a third party brings a claim against it for an infringement of rights or intellectual property rights.

13.4 The Customer will indemnify and hold CETECOM harmless from all claims brought against it by third parties arising out of or in connection with the violation of these General and Special Terms and Conditions by the Customer, including, without limitation, claims arising because the Customer has made unauthorized modifications to the CETECOM Software or otherwise used the CETECOM Software in an unauthorized manner.

VI. Special Terms and Conditions for the Licensing of CETECOM Software for a Limited Term (Software for rent)

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Lease License") is the grant for consideration of a right to use the CETECOM software specified in the individual contract together with the associated documentation (hereinafter referred to collectively as the "CETECOM Software") to the extent described below. Details regarding the name and description of the CETECOM Software, the number of licenses, the delivery time, the term of the license and the license fee are to be found in the Individual Terms and Conditions.

1.2 If the Customer wishes to conclude a Lease License for the CETECOM Software, it must simultaneously conclude a software support agreement in accordance with the Special Terms and Conditions for Software Support.

1.3 The installation, implementation and/or parameterization of the CETECOM Software on the Customer's hardware is not included in the Lease License, but will instead be governed by the Special Terms and Conditions for the Performance of Work or Services.

1.4 CETECOM will not be responsible for the compatibility of the CETECOM Software with the hardware and software environment of the Customer.

1.5 The Customer is not entitled to any updates for the CETECOM Software or to the further development of similar software, which CETECOM makes available to other customers.

1.6 CETECOM will make manuals, user aids and other documentation available to the Customer at its discretion in the form of hard copies or electronically, i.e. online or by e-mail.

2. Grant of a Right to Use

2.1 CETECOM grants the Customer a non-exclusive right to use the CETECOM Software for the term of the Lease License from the date specified in the individual contract onwards in accordance with these Terms and Conditions for the Licensing of CETECOM Software for a Limited Term.

2.2 The Customer may only use the CETECOM Software for internal purposes related to its own business as stated in the individual contract. The Customer is, in particular, not entitled to use the CETECOM Software for the performance of other commercial services for third parties including, without limitation, services that consist exclusively or primarily of the use and application of the CETECOM Software.

2.3 The Customer is not entitled to grant sublicenses.

2.4 The Customer is not entitled to obtain a copy of or to have access to the source code.

3. Rights to the CETECOM Software

All intellectual property rights and necessary exploitation rights related to the CETECOM Software are owned by either CETECOM or the third party named in the individual contract or on the original data carrier and/or in the original documentation (hereinafter referred to as "Third Party Owner") which has authorized CETECOM to license them in accordance with these Terms and Conditions.

4. Reproduction/Copies

4.1 The Customer may make copies of the CETECOM Software to the extent that these copies are necessary for the usage of the CETECOM Software in conformity with the contract. Necessary copies include the installation of the CETECOM Software from the original data carrier onto the mass storage of the hardware used as well as the loading of the CETECOM Software into the hardware's main memory.

4.2 The Customer is, otherwise, also entitled to make a machine-readable copy of the CETECOM Software as a backup. When a backup copy is made, CETECOM's and/or the Third Party Owner's copyright credit must be recorded in machine-readable form on the copy and plainly written on the data carrier. Containers in which such data carriers and documentation are stored must be clearly identified with a notice regarding the rights of CETECOM and/or the Third Party Owner. This notice must be permanently marked on the container or affixed to it as an adhesive label.

4.3 If for reasons of data security or to ensure rapid recovery of the computer system following a total outage it is deemed essential to back up the entire store of data including the computer programs used on a rotational basis,

the Customer may only make the absolutely required number of backup copies of the CETECOM Software. The relevant data carriers are to be marked as described above in Section 4.1. The backup copies may only be used as archive copies.

4.4 The Customer is obliged to keep up-to-date records of all copies it makes. These records should state both the date each copy was made and its location. CETECOM is entitled to examine these records.

4.5 The Customer may only use the CETECOM Software and the copy/copies for its own purposes. The Customer is obliged to prevent third parties from gaining access to the CETECOM Software and/or the copy/copies. The Customer promises to ensure that no third party and none of its own employees who are not expressly so authorized in the individual case gains access to the CETECOM Software and/or the copy/copies and/or copies these in whole or in part.

4.6 The Customer is prohibited from making any other copies. This prohibition also includes printing a copy of the software code or making a photocopy of the documentation.

5. Decompiling

5.1 The decompiling of the software supplied into any other code forms (disassembling or decompiling) as well as any other form of reverse engineering of the various development steps of the CETECOM Software is except under the conditions stated in Section 5.2 not permissible.

5.2 If it is essential for the Customer to have interface information so that it can ensure the interoperability of the CETECOM Software with other software, it must notify CETECOM of this in writing. CETECOM will inform the Customer within a period of 30 calendar days after receipt of this notice as to whether it will supply the requested information on the interface or offer to establish the desired interoperability at the Customer site for a reasonable fee. If CETECOM fails to offer one of the two alternatives stated above, the Customer may exercise its rights pursuant to Section 69(e) of the German Copyright Act (*Urheberrechtsgesetz*).

5.3 The Customer may only use the information obtained pursuant to Section 5.2 above for its own internal purposes. It is prohibited from passing this information on to third parties, in particular to competitors of CETECOM.

6. Modification

6.1 The removal and/or circumvention of a copy protection routine or similar protective routine is prohibited. It is also not permissible to emulate a dongle or other DRM protection mechanism.

6.2 The Customer is prohibited from removing or changing any copyright notices, serial numbers or any other features or marks which serve to identify the software.

6.3 It is impermissible to modify the CETECOM Software in any way. The foregoing does not apply if a modification is necessary for the remedy of a defect and CETECOM is in default of its obligation to remedy the defect or has expressly refused in writing to remedy the defect.

7. Use of Multiple Instances of the Software and Use in Networks

7.1 The Customer is entitled to use the CETECOM Software on one of its workstations. If the Customer moves the software to another workstation, it must delete the CETECOM Software on the previously used workstation. It is not permissible to store, keep available or use the CETECOM Software on more than one workstation at any one time.

7.2 If the Customer wishes to use the CETECOM Software on multiple workstations simultaneously, it must purchase a corresponding number of licenses.

7.3 The use of the single workstation version of the CETECOM Software in a network or any other multiple workstation computer system is prohibited if this would allow the use of multiple instances of the CETECOM Software simultaneously. If the Customer wishes to use the CETECOM Software in a network or other multiple workstation computer system, it must use access protection mechanisms to prevent the simultaneous use of multiple instances of the software or pay a special network fee to CETECOM. In the latter case, the amount of the network fee will be determined on the basis of the number of users on the network. CETECOM will notify the Customer without delay of the amount of the network fee to be paid in the individual case, as soon as the Customer notifies CETECOM in writing of the planned network usage and the number of users on its network. The Customer is first permitted to use the software in its network after it has been issued a network license and has paid the full amount of the network fee.

8. Granting of rights to third parties

8.1 The Customer may not grant a third party a right to use the CETECOM Software, in particular, it may not sell the software, give it away for free, rent out or lend it. Section 540(1) sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) does not apply. The Customer's right to grant a third party a right to use the CETECOM Software pursuant to Section 8.2 below remains unaffected.

8.2 Notwithstanding Section 8.1 the Customer may grant a third party a right to use the CETECOM Software provided that it does not grant the third party an independent right to use the software and the third party is bound to follow the Customer's instructions with regard to the manner of use of the software. This exception will generally apply in connection with employees of the Customer.

9. Access by Third Parties

9.1 The Customer is obliged to take appropriate measures to ensure that unauthorized third parties do not gain access to the CETECOM Software.

9.2 The Customer must store the CETECOM Software, including any copies of it, at a location that is secure against access by unauthorized third parties and give its employees strict instructions to comply with the present Terms and Conditions and not infringe the copyright rights of CETECOM and/or the Third Party Owner. In particular, the Customer must instruct its employees not to make any unauthorized copies of CETECOM Software.

9.3 If one of the Customer's employees infringes the copyright rights of CETECOM and/or the Third Party Owner, the Customer will use its best efforts to assist in investigating the copyright infringement and will, in particular, notify CETECOM of the relevant infringements without delay. CETECOM reserves the right to assert further claims.

10. Place of Use

10.1 The Customer may use the CETECOM Software at the place specified in the Individual Terms and Conditions.

10.2 If the Customer intends to use the CETECOM Software at a different place, it must obtain CETECOM's prior written consent.

11. Terms of Payment

11.1 The license fee will be invoiced pursuant to the Individual Terms and Conditions at the time of delivery of the CETECOM Software. Unless otherwise agreed, CETECOM may request payment of the license fee in advance. The exact payment terms and the amount of the advance payment are stated in the Individual Terms and Conditions.

11.2 CETECOM may increase the license fee by a reasonable amount after the expiry of 12 months. The fee increase will take effect after the expiry of two months from the end of the month in which the Customer received written notice of the change. If the license fee is increased by more than 5% p.a., the Customer will be entitled to terminate the Lease License by giving notice within four weeks from receipt of the notice informing it of the increase.

11.3 Payment of the license fee is payment in full for the grant of the right to use the CETECOM Software pursuant to the Terms and Conditions for the Licensing of CETECOM Software for a Limited Term. Payment of the license fee does not cover the costs of installation, implementation or parameterization of the CETECOM Software, maintenance of the CETECOM Software within the meaning of the Software Support Contract, or the instruction and training of the Customer's employees. These services are the object of a separate agreement in accordance with the relevant Special Terms and Conditions.

12. Liability for Defects

12.1 CETECOM points out that on the basis of state-of-the-art information technology it is not possible to develop data processing programs that are completely error free in all areas of application.

12.2 Where the Customer makes a justified complaint about a defect within a reasonable time, CETECOM will be deemed to have remedied the defect if it shows the Customer a reasonable way of working around it. The Customer will be obliged, if necessary, to accept a new version offered by CETECOM in fulfillment of its duty to remedy unless it is unreasonable for the Customer to have to accept a new version.

12.3 The Customer may not reduce the agreed license fee by making deductions from it. Claims for unjust enrichment or damages by the Customer remain unaffected.

12.4 The general limitations on liability pursuant to Section 9 of the General Terms and Conditions apply to a claim for damages by the Customer in relation to a defect which existed at the time the contract was concluded or which occurred after its conclusion or to a claim for damages based on CETECOM's failure to repair a defect.

12.5 In fulfillment of its duty to assist in the remedy of defects pursuant to Section 8.8 of the General Terms and Conditions, the Customer is obliged, in particular, to record error messages and, in the case of errors which are not easily reproduced, to make available to CETECOM to the extent possible a machine readable test sample with an error description that enables it to reconstruct the error.

12.6 Notwithstanding Section 8.7 of the General Terms and Conditions CETECOM will assume liability for defects for the term of the Lease License.

13. Duty to Return and Duty to Delete

13.1 The Customer must upon termination of the contractual relationship return all the original data carriers containing software as well as the entire documentation, materials and other documents provided to it. The software including documentation must be returned to CETECOM free of charge. If the software including documentation is shipped with a third party, a safe transportation method must be used (registered letter, registered parcel or similar) and the shipment must be insured in an appropriate amount.

13.2 Proper return of the software including documentation will also include the complete and final deletion of any existing copies. The Customer must confirm in writing to CETECOM that it has fulfilled this obligation.

13.3 CETECOM may waive the return of the software including documentation and instead instruct the Customer to delete the software and destroy the documentation. If CETECOM exercises this option, it will notify the Customer expressly of this. In this event the Customer must affirm in a statutory declaration that it has deleted the software and/or destroyed the documentation.

13.4 CETECOM expressly reminds the Customer that it is not permitted to continue to use the software upon termination of the contract and that in case of non-compliance it will be in breach of copyright.

14. Intellectual Property Rights of Third Parties

14.1 If the intellectual property rights of a third party restrict the Customer's right to use the CETECOM Software, CETECOM may – provided this is reasonable for the Customer – choose either to (i) modify the CETECOM Software in such a way that it is no longer covered by the third party's intellectual property rights but still conforms to the contractual provisions or (ii) obtain the rights needed to allow the Customer unrestricted use of the CETECOM Software in conformity with the contract at no additional cost to the Customer.

14.2 CETECOM will indemnify and hold the Customer harmless from all claims brought against it by third parties arising out of or in connection with the infringement of the third party's intellectual property rights through or in connection with the Customer's usage of the CETECOM Software in conformity with the contract.

14.3 Each party will notify the other party in writing without delay if a third party brings a claim against it for an infringement of rights or intellectual property rights.

14.4 The Customer will indemnify and hold CETECOM harmless from all claims brought against it by third parties arising out of or in connection with the violation of these General and Special Terms and Conditions by the Customer, including, without limitation, claims arising because the Customer has made unauthorized modifications to the CETECOM Software or otherwise used the CETECOM Software in an unauthorized manner.

15. Term and Termination of the Contract

15.1 The term of the Lease License is stated in the Individual Terms and Conditions. If there is no provision in the Individual Terms and Conditions governing the term of the contract, the Lease License will have a term of 12 months. If it is not terminated by one of the contracting parties in writing three months prior to the end of the contractual term, the Lease License will be automatically renewed by another 12 months.

VII. Special Terms and Conditions for the Licensing of Third Party Software

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Software License") is the licensing for consideration of a right to use the third party software specified in the individual contract together with the associated documentation (hereinafter referred to collectively as the "Third Party Software") to the extent described below. Details regarding the name and description of the Third Party Software, the number of licenses, the delivery time and license fee are to be found in the individual contract.

1.2 The installation, implementation and/or parameterization of the Third Party Software on the Customer's hardware is not included in the Software License, but will instead be governed by the Special Terms and Conditions for the Performance of Work or Services.

1.3 CETECOM will not be responsible for the compatibility of the Third Party Software with the hardware and software environment of the Customer.

1.4 CETECOM will make manuals, user aids and other documentation available to the Customer at its discretion in the form of hard copies or electronically, i.e. online or by e-mail.

2. The Content and Scope of the Right to Use the Third Party Software

2.1 The license conditions of the respective maker of the Third Party Software apply. These conditions are supplied to the Customer as an attachment to the individual contract or together with the Third Party Software on an electronic data carrier.

2.2 The Customer is not entitled to obtain a copy of or access to the source code from CETECOM.

3. Terms of Payment

3.1 The Customer will be invoiced for the license fee at the same time as the Third Party Software is delivered.

3.2 Payment of the license fee is payment in full for the grant of the license of Third Party Software pursuant to these Terms and Conditions for the Licensing of Third Party Software. Payment of the license fee does not cover the costs of installation, implementation, parameterization or maintenance of the Third Party Software or the instruction and training of the Customer's employees. These services are the object of a separate agreement in accordance with the relevant Special Terms and Conditions and must be paid for separately by the Customer.

4. Liability for Defects

4.1 CETECOM points out that on the basis of state-of-the-art information technology it is not possible to develop data processing programs that are completely error free in all areas of application.

4.2 Where the Customer makes a justified complaint about a defect within a reasonable time, CETECOM will be deemed to have remedied the defect if it shows the Customer a reasonable way of working around it. The Customer will be obliged, if necessary, to accept a new version offered by CETECOM in fulfillment of its duty to remedy unless it is unreasonable for the Customer to have to accept a new version.

4.3 In fulfillment of its duty to assist in the remedy of defects pursuant to Section 8.8 of the General Terms and Conditions, the Customer is obliged, in particular, to record error messages and, in the case of errors which are not easily reproduced, to make available to CETECOM to the extent possible a machine readable test sample with an error description that enables it to reconstruct the error.

4.4 Any guarantee from the manufacturer remains unaffected.

4.5 Since the software involved is not CETECOM's own software, CETECOM will not as a rule have the source code for the Third Party Software and will thus be unable to make any changes to it. CETECOM is to this extent dependent on the measures taken by the software manufacturer to remedy defects.

VIII. Special Terms and Conditions for the Licensing of Content

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Content License") is the grant for consideration of a right to use the content specified in the individual contract together with the associated documentation (hereinafter referred to collectively as the "Content") to the extent described below. Details regarding the name and description of the Content, the number of licenses, the term of the license, the delivery time and the license fee are to be found in the individual contract.

1.2 The installation, implementation and/or parameterization of the Content and/or the software necessary to call up and present it is not included in the Content License, but will instead be governed by the Special Terms and Conditions for the Performance of Work or Services.

1.3 The Content consists of content from Third Parties (hereinafter referred to as "Third Party Content"), from content produced by CETECOM, as well as from collections and/or databases of Third Party Content put together by CETECOM (hereinafter referred to as "CETECOM Content") as specified in the individual contract.

1.4 Third Party Content is made available to the Customer in the same manner as the content was made available to CETECOM. Within reasonable bounds, CETECOM will verify the accuracy of the Third Party Content. If CETECOM becomes aware of errors in the Third Party Content, CETECOM will notify the Customer of this without delay.

1.5 CETECOM will make updates of the Content available to Customer at regular intervals.

2. Grant of a Right to Use

2.1 CETECOM grants the Customer a non-exclusive right to use the Content for the term of the Content License from the date specified in the individual contract onwards in accordance with these Terms and Conditions.

2.2 The Customer may only use the Content for its own purposes as described in the individual contract. The Customer is, in particular, not entitled to use the Content for the performance of other commercial services for third parties including, without limitation, services that consist exclusively or primarily of the use and application of the Content.

2.3 The Customer is not entitled to grant sublicenses for the Content.

2.4 If the third party which owns the Third Party Content requires CETECOM to only supply authorized Customers with the Third Party Content, the Customer assures CETECOM that it is authorized to receive the Third Party Content. The grant of a right to use the Third Party Content will end automatically if the Customer loses the authorization mentioned above in sentence 1.

3. Rights to the Content

3.1 All intellectual property rights and necessary exploitation rights related to the Content are owned by either CETECOM or the third party named in the individual contract or on the original data carrier and/or in the original documentation (hereinafter referred to as "Third Party Owner"), which authorized CETECOM to license it in accordance with these Terms and Conditions.

4. Reproduction/Copies

The Customer may make copies of the Content to the extent that these copies are necessary for the usage of the Content in conformity with the contract. Necessary copies include the installation of the Content from the original data carrier onto the mass storage of the hardware used as well as the loading of the Content into the hardware's main memory.

5. Modification

5.1 The Customer may only modify the Content supplied by CETECOM if CETECOM has expressly given the Customer written permission to modify or expand on the Content and to use the Content supplied to develop additional Content. In all other cases, the Customer is prohibited from modifying the Content.

5.2 The removal and/or circumvention of a copy protection routine or similar protective routine is prohibited. It is also not permissible to emulate a dongle or other DRM protection mechanism.

5.3 The Customer is prohibited from removing or changing any copyright notices, serial numbers or any other features or marks which serve to identify the Content.

6. Granting of rights to third parties

The Customer is not permitted to pass on the Content to a third party for temporary or permanent use. The Customer's employees are not considered third parties within the meaning of these Special Terms and Conditions for the Licensing of Content.

7. Access by Third Parties

7.1 The Customer is obliged to take appropriate measures to ensure that unauthorized third parties do not gain access to the Content.

7.2 The Customer must store the Content, including any copies of it, at a location that is secure against access by unauthorized third parties and give its employees strict instructions to comply with the present Terms and Conditions and not infringe the copyright rights of CETECOM and/or the Third Party Owner. The Customer must instruct its employees not to make any unauthorized copies of the Content.

7.3 If one of the Customer's employees infringes the copyright rights of CETECOM and/or the Third Party Owner, the Customer will use its best efforts to assist in investigating the copyright infringement and will, in particular, notify CETECOM of the relevant infringements without delay. CETECOM reserves the right to assert further claims.

8. Place of Use

8.1 The Content may only be used at the place specified in the individual contract.

8.2 If the Customer intends to use the Content at a different place, it must obtain CETECOM's prior written consent.

9. Terms of Payment

9.1 The Customer will be invoiced for the license fee pursuant to the provisions in the individual contract at the time the Content is delivered. Unless otherwise agreed, CETECOM may request payment of the license fee in advance. The exact payment terms and the amount of the advance payment are stated in the individual contract.

9.2 CETECOM may increase the license fee by a reasonable amount after the expiry of 12 months. The fee increase will take effect after the expiry of two months from the end of the month in which the Customer received written notice of the change. If the license fee is increased by more than 5% p.a., the Customer will be entitled to terminate the lease license by giving notice within four weeks from receipt of the notice informing it of the increase.

9.3 Payment of the license fee is payment in full for the grant of the right to use the Content pursuant to the Terms and Conditions for the Licensing of Content for a limited term. Payment of the license fee does not cover the costs of installation, implementation or parameterization of the Content, maintenance of the Content within the meaning of the Software Support Contract, or the instruction and training of the Customer's employees. These services are the object of a separate agreement in accordance with the relevant Special Terms and Conditions.

10. Liability for Defects

10.1 If the Customer notifies CETECOM of a defect in the Content which does not significantly affect its fitness for purpose, CETECOM will remedy the defect within a reasonable period. CETECOM may choose whether to repair the defect or deliver Content that is free of defects. CETECOM will be deemed to have repaired the defect if it shows the Customer a reasonable way of working around it. The Customer will be obliged, if necessary, to accept a new version of the Content offered by CETECOM in fulfillment of its duty to repair or replace.

10.2 The Customer may not reduce the agreed license fee by making deductions from it. Claims for unjust enrichment or damages by the Customer remain unaffected.

10.3 The general limitations on liability pursuant to Section 9 of the General Terms and Conditions apply to a claim for damages by the Customer in relation to a defect which existed at the time the contract was concluded or which occurred after its conclusion or to a claim for damages based on CETECOM's failure to repair a defect.

10.4 Notwithstanding Section 8.7 of the General Terms and Conditions CETECOM will assume liability for defects for the term of the Content License.

10.5 CETECOM will not be liable for the accuracy and completeness of third party content.

10.6 CETECOM will only be liable for defects if the Customer is using the most up-to-date version of the software specified for the Content.

11. Duty to Return and Duty to Delete

11.1 The Customer must return all the original data carriers containing the Content as well as the entire documentation, materials and other documents provided to it upon termination of the contractual relationship. The Content including documentation must be returned to CETECOM free of charge. If the Content including documentation is shipped with a third party, a safe transportation method must be used (registered letter, registered parcel or similar) and the shipment must be insured in an appropriate amount.

11.2 Proper return of the Content including documentation will also include the complete and final deletion of any existing copies. The Customer must confirm in writing to CETECOM that it has fulfilled this obligation.

11.3 CETECOM may waive the return of the Content including documentation and instead instruct the Customer to delete the Content and destroy the documentation. If CETECOM exercises this option, it will notify the Customer expressly of this. In this event the Customer must affirm in a statutory declaration that it has deleted the Content and/or destroyed the documentation.

11.4 CETECOM expressly reminds the Customer that it is not permitted to continue to use the Content upon termination of the contract and that in case of non-compliance it will be in breach of copyright.

12. Intellectual Property Rights of Third Parties

12.1 If the intellectual property rights of a third party restrict the Customer's right to use the Content, CETECOM may – provided this is reasonable for the Customer – choose either to (i) either to modify the Content in such a way that it is no longer covered by the third party's intellectual property rights but still conforms to the contractual provisions or (ii) obtain the rights needed to allow the Customer unrestricted use of the Content in conformity with the contract at no additional cost to the Customer.

12.2 CETECOM will indemnify and hold the Customer harmless from all claims brought against it by third parties arising out of or in connection with the infringement of the third party's intellectual property rights through or in connection with the Customer's usage of the Content in conformity with the contract.

12.3 Each party will notify the other party in writing without delay if a third party brings a claim against it for an infringement of rights or intellectual property rights.

12.4 The Customer will indemnify and hold CETECOM harmless from all claims brought against it by third parties arising out of or in connection with the violation of these General and Special Terms and Conditions by the Customer, including, without limitation, claims arising because the Customer has made unauthorized modifications to the Content, otherwise used the Content in an unauthorized manner or is not authorized to make use of the rights to the Third Party Content.

13. Term and Termination of the Contract

The term of the Content License is stated in the Individual Terms and Conditions. If there is no provision in the Individual Terms and Conditions governing the term of the contract, the Content License will have a term of 12 months. If it is not terminated by one of the contracting parties in writing three months prior to the end of the contractual term, the Content License will be automatically renewed by another 12 months.

IX. Special Terms and Conditions for the Adaptation of Software (Customizing)

1. Purpose of the Contract

1.1 The following terms and conditions apply to all individual contracts for the adaptation of software to suit the special needs of the Customer – from the development to the implementation and finally the licensing of the adapted software (hereinafter referred to as the "Customizing Contract") – including the preparation of the documentation for this software (hereinafter referred to as the "CETECOM Program").

1.2 Unless otherwise agreed, the installation, implementation and parameterization of the CETECOM Software on the Customer's hardware is not included in the Customizing Contract, but will instead be governed by the Special Terms and Conditions for the Performance of Work or Services.

1.3 The specific scope of the services to be performed is stated in the Individual Terms and Conditions. The Individual Terms and Conditions include inter alia the following:

1.3.1 A description of the Customer's requirements and aims.

1.3.2 A description of the hardware and software environment at the Customer's site.

1.3.3 A description of the program, in particular its required specifications.

1.3.4 A description of the technical requirements.

1.3.5 Preparatory work, supplies and other cooperation required on the part of the Customer.

1.3.6 Acceptance check list, attached to the individual contract as the acceptance document.

The descriptions pursuant to Sections 1.3.1 and 1.3.2 above are based on information from the Customer. The Customer is responsible for ensuring that the information that it supplies is both complete and accurate. The Customer may conclude a separate contract with CETECOM to have it conduct a suitable analysis in accordance with the Special Terms and Conditions for the Performance of Work or Services.

1.4 CETECOM will not be responsible for the compatibility of the CETECOM Program with the hardware and software environment of the Customer.

1.5 The CETECOM Program will be developed and realized in accordance with the milestone plan laid out in the Individual Terms and Conditions.

1.6 CETECOM will make manuals, user aids and other documentation available to the Customer at its discretion in the form of hard copies or electronically, i.e. online or by e-mail.

2. Project Management

2.1 CETECOM will name the project manager responsible as well as his deputy in the Individual Terms and Conditions.

2.2 The Customer will name the project manager responsible for this project on its side as well as his deputy in the Individual Terms and Conditions.

2.3 The project manager may only be replaced if written consent has first been obtained from the other contracting party, which may only refuse to grant its consent for due cause.

2.4 The project managers will both ensure that the other is supplied with all the information that is necessary for performance of the contract.

2.5 The project managers are authorized to agree – within the scope allowed by these provisions – on details related to the performance of the contract. The project managers are not authorized to change the amount of the remuneration or to add additional rights and/or obligations. Such amendments may only be agreed by the management of the contracting parties.

2.6 The project managers will meet at regular intervals – at least once a month (hereinafter referred to as the "Project Manager Meeting"). Details as to when and where the Project Manager Meetings will be held are stated in the Individual Terms and Conditions. The Project Manager Meetings will allow the project managers to exchange information regarding the status of the project and to keep the project as a whole on track as well as serving as a forum for

discussing problems and finding solutions to them. The CETECOM project manager will provide the Customer's project manager with a written report on the status of the project and its expected completion. This report will be attached to the minutes of the meeting.

2.7 If both project managers have previously consented, other parties may also attend a Project Manager Meeting.

2.8 The CETECOM project manager will take the minutes of each Project Manager Meeting (hereinafter referred to as the "Minutes") and will send a signed copy of these Minutes to the Customer's project manager within 5 business days following the respective meeting. The Customer's project manager will – within 5 business days of his receipt of the Minutes of the meeting – either countersign these Minutes or notify the CETECOM project manager of his desired amendments to the Minutes. In the latter case, the Customer's project manager will fax a complete copy of the Minutes with the desired amendments to their content to the CETECOM project manager. In such case, the project manager at CETECOM will either sign the amended Minutes within 5 business days or inform the project manager and management of the Customer that he does not agree to the proposed amendment to the content of the Minutes.

2.9 When the Minutes of meetings of the Project Manager Meetings are signed by both project managers, these Minutes will be attached to the Customizing Contract and will become an integral part of it.

2.10 If the project managers are unable to come to an agreement regarding the content of the Minutes within the time limit pursuant to Section 2.8, the project managers will be obliged to notify their respective management in writing without delay regarding this matter. The management of the contracting parties will strive to reach an agreement within a period of 10 business days.

2.11 If in a specific case the project managers agree that a certain Project Manager Meeting is unnecessary, it need not be held. Under no circumstances, however, may two consecutive Project Manager Meetings be cancelled.

3. Milestones

3.1 The CETECOM Program described in the Individual Terms and Conditions will be developed and realized in accordance with milestones. The milestone plan is an integral part of or an attachment to the relevant Individual Terms and Conditions. The time for the performance of services and their scope are described in detail in the milestone plan.

3.2 If an acceptance pursuant to Section 4 below is not required either by law or agreement, the project to realize the CETECOM Program will be completed when the program is installed, implemented, parameterized and handed over at the time specified in the Individual Terms and Conditions or milestone plan for its completion. If an acceptance pursuant to Section 4 below is required either by law or agreement, the realization of the CETECOM Program will be completed when the Customer accepts it.

4. Acceptance

4.1 If an acceptance is mandatory by law or is expressly agreed in the Individual Terms and Conditions, the Customer is obliged to state, within 10 calendar days following the handover of the installed, implemented and parameterized program, whether it accepts the CETECOM Program in accordance with the checklist or refuses to accept it.

4.2 The Customer is not entitled to refuse acceptance due to non-substantial defects.

4.3 If the Customer refuses to accept the CETECOM Program, it must notify CETECOM in writing, specifying the reasons for the refusal, and if possible, stating what modifications would have to be made before it could accept the CETECOM Program. If there is actually a defect in the CETECOM Program, CETECOM will strive to make the modifications contractually required and will deliver and install the modified program within 30 calendar days after receipt of the Customer's written notification. The Customer must proceed as described in Section 4.1.

4.4 If the Customer again refuses to accept the CETECOM Program, a second attempt at a remedy will be made as described in Section 4.2.

4.5 If the Customer also refuses to accept the CETECOM Program after the second attempt to remedy the defect, it may notify CETECOM that it will accept the CETECOM Program subject to the condition that CETECOM give it a price reduction. This acceptance subject to a condition will then be valid as an acceptance within the meaning of Section 640 of the German Civil Code (*Bürgerliches Gesetzbuch*). In such case, CETECOM may reject any demand of the Customer for repeated attempts to remedy the defect.

4.6 The Customer's acceptance of the CETECOM Program must be communicated in writing. Refusal to accept the program must also be communicated in writing and include reasons in writing.

4.7 If the Individual Terms and Conditions provide for partial acceptance, the provisions above will apply accordingly for each partial acceptance.

4.8 CETECOM's services are deemed to be accepted by the Customer, even without an explicit declaration by the Customer and without a request for acceptance:

4.8.1 If the Customer employs or uses the services rendered by CETECOM;

4.8.2 Upon payment, except where the Customer has refused acceptance and was legally permitted to do so; or

4.8.3 If the Customer has neither declared acceptance nor refusal of acceptance within the period laid out in Section 4.1.

5. Grant of a Right to Use

5.1 When it hands over the CETECOM Program, CETECOM assigns the Customer a perpetual, non-exclusive right to use the CETECOM Program pursuant to the following license conditions.

5.2 The license conditions in Sections 2 through 10 and 13 of the Special Terms and Conditions for a Permanent License of CETECOM Software will apply accordingly.

6. Liability for Defects

6.1 CETECOM points out that on the basis of state-of-the-art information technology it is not possible to develop data processing programs that are completely error free in all areas of application.

6.2 Where the Customer makes a justified complaint about a defect within a reasonable time, CETECOM will be deemed to have remedied the defect if it shows the Customer a reasonable way of working around it. The Customer will be obliged, if necessary, to accept a new version offered by CETECOM in fulfillment of its duty to remedy unless it is unreasonable for the Customer to have to accept a new version.

6.3 In fulfillment of its duty to assist in the remedy of defects pursuant to Section 8.8 of the General Terms and Conditions, the Customer is obliged, in particular, to record error messages and, in the case of errors which are not easily reproduced, to make available to CETECOM to the extent possible a machine readable test sample with an error description that enables it to reconstruct the error.

6.4 CETECOM will not be liable for defects which result from the incompleteness or inaccuracy of statements by the Customer in relation to its hardware and software environment.

7. Duty to Cooperate

7.1 In addition to fulfilling the duties to cooperate in Section 3 of the General Terms and Conditions, the Customer will provide CETECOM with a suitable work place for its employees in cases where CETECOM's services have to be performed at the Customer's premises.

8. Terms of Payment

8.1 If the Individual Terms and Conditions or milestone plan provides for part payments, the Customer will be invoiced for a partial amount each time a milestone is reached. Otherwise the Customer will be invoiced for the full amount when the installed, implemented and parameterized program is handed over.

8.2 If acceptance pursuant to Section 4 is required, the Customer will be invoiced for the full amount when it declares its acceptance and/or will be invoiced for the partial amount when it declares its partial acceptance.

8.3 Payment of the full amount shown in the Individual Terms and Conditions covers the costs for the development, realization, installation, implementation and parameterization of the CETECOM Program as well as the grant of the right to use the program. Payment of the contractual amount does not cover the costs of instruction and training of the Customer's employees or the maintenance of the CETECOM Program. These services are the object of a separate agreement in accordance with the relevant Special Terms and Conditions.

X. Special Terms and Conditions for Software Support

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Software Support Contract") is the maintenance of the programs itemized in the individual contract (hereinafter referred to as the "Programs"). Maintenance of the Programs serves to ensure that they remain in good operating order, but does not constitute a guarantee that the Programs will always function without errors.

1.2 The exact scope of the services as well as the service level are stated in the Individual Terms and Conditions.

1.3 The parties agree that – due to the state of the art in the IT sector – it is not possible to fully exclude the chance of errors even if the care customary in the industry is exercised.

1.4 Unless otherwise agreed in the Individual Terms and Conditions, CETECOM will perform the following services within the context of this Software Support Contract:

1.4.1 Clear and/or provide workarounds for reproducible errors, which significantly impair the use of the Program and which the Customer has reported to the contact specified in the Individual Terms and Conditions. Instead of clearing the error, CETECOM may provide a reasonable substitute solution. In the case of errors that do not significantly impair the use of the Program or do not impair it at all, CETECOM is entitled to clear these within the scope of a new release of the software. The Customer will receive new releases of the software as needed at reasonable intervals.

1.4.2 Reply to questions which arise during the use of the Program by phone or in writing (e.g. support database) provided that the use has been envisaged when the application (Program) was written. The Hotline may be reached at CETECOM's offices during the business hours agreed in the Individual Terms and Conditions by calling the phone number stated in the Individual Terms and Conditions.

1.4.3 Remote diagnosis in the case of problems that arise in connection with online connections.

1.5 Unless otherwise expressly agreed in writing, the Software Support Contract does not include upgrades, i.e. the replacement of the software version currently installed at the Customer's site with a newer version.

1.6 Where the Customer commissions CETECOM to perform maintenance on or make additions and/or modifications to the Program during the term of the Software Support Contract and if these exceed the scope of the services described above and in detail in the individual contract, then these will be invoiced in addition according to the prices agreed in the Individual Terms and Conditions.

2. Customer's Duty to Cooperate

2.1 CETECOM will perform the services described above subject to the following preconditions:

2.1.1 The Customer agrees to make no modifications to the Programs or the hardware and/or software environment itself and/or to have such performed by a third party unless it has first discussed the modifications with CETECOM and has obtained CETECOM's written consent.

2.1.2 The Customer agrees to notify CETECOM without delay of any malfunction that occurs when using the Program.

2.1.3 The Customer names as its contact person a suitable employee, who is familiar with the Programs, the hardware and software environment and the applications.

2.1.4 If necessary, the Customer will grant CETECOM the right to use copies of the Programs and other software as well as to store test data on CETECOM data carriers and to use this within the scope of this contract. Once the malfunction has been successfully cleared, CETECOM will delete the test data without delay.

2.1.5 The Customer agrees that it will, upon request, make suitable test data available to CETECOM for the performance of tests without delay.

2.1.6 The most recent official release of the operating system approved by CETECOM (including any other system software required for the CETECOM software) must be installed on the Customer's system.

2.1.7 The Customer agrees to use the most recent release of the Program.

2.1.8 The Customer's operating system, database and basis software must be up-to-date.

2.1.9 The Customer agrees to arrange for the hardware and software required to support remote diagnosis and to allow CETECOM access to its IT systems for the purpose of performing remote diagnosis.

3. Terms of Payment

3.1 The service fee will be invoiced pursuant to the Individual Terms and Conditions at the commencement of the Software Support Contract. Unless otherwise agreed, CETECOM may request payment of the service fee in advance. The exact payment terms and the amount of the advance payment are stated in the Individual Terms and Conditions. CETECOM may increase the service fee by a reasonable amount after the expiry of 12 months. The fee amendment will take effect at the end of two months after the end of the month in which the Customer received written notice of the change. If the service fee is increased by more than 5% p.a., the Customer will be entitled to terminate the Software Support Contract by giving notice within four weeks from receipt of the notice informing it of the increase.

4. Liability for Defects

Unless required by mandatory law CETECOM accepts no liability for defects in relation to services provided pursuant to these Terms and Conditions.

5. Term and Termination of the Contract

5.1 The term of the Software Support Contract is stated in the Individual Terms and Conditions.

5.2 If there is no provision in the Individual Terms and Conditions governing the term of the contract, the Software Support Contract will have a term of 12 months.

5.3 If it is not terminated by one of the contracting parties in writing three months prior to the end of the contractual term, the Software Support Contract will be automatically renewed by another 12 months.

XI. Special Terms and Conditions for the Sale of Hardware

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as the "Sales Contract") is the sale of hardware by CETECOM to the Customer. The description, quantity and the configuration of the hardware as well as the delivery time, site where it will be set up and the purchase price are stated in the individual contract.

1.2 The Sales Contract does not include the installation of the hardware, which is to be regulated separately in the Special Terms and Conditions for the Performance of Work or Services.

1.3 CETECOM will not be responsible for ensuring that

1.3.1 the hardware delivered is compatible with the Customer's hardware and software environment,

1.3.2 devices of the same type delivered at the same time or one after the other are, are the same hardware release or contain the same components,

1.3.3 the hardware delivered will be suitable for the Customer's intended application unless the intended application is expressly stated in writing in the Individual Terms and Conditions.

2. Liability for Defects

2.1 In the event the Customer has any claims due to defects, the Customer will assert them against the manufacturer of the Hardware before proceeding against CETECOM. CETECOM will only assume liability for defects if the assertion of claims against the manufacturer is not possible, or – if the manufacturer refuses remedy of the defect – the Customer has proceeded without success against the manufacturer before the competent court. The Customer shall demonstrate its efforts towards CETECOM by appropriate written documentation.

2.2 If CETECOM is liable towards the Customer pursuant to Section 2.1, the Customer acknowledges that CETECOM depends on the manufacturer's cooperation to remedy potential defects and that, therefore, it may be impossible for CETECOM to repair the defect or to replace the goods with conforming goods. Any other claims for a remedy the Customer may be entitled to remain unaffected by the foregoing.

2.3 If the individual contract is for the sale of used equipment which has not been overhauled by CETECOM, CETECOM will not be liable for defects. This exclusion of liability does not cover damage claims to which Section 9 of the General Terms and Conditions apply.

3. Terms of Payment

The Customer will be invoiced for the purchase price at the time of the delivery. The other payment conditions are stated in the Individual Terms and Conditions.

3.1

XII. Special Terms and Conditions for the Maintenance of Hardware

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Hardware Maintenance Contract") is the repair and maintenance of the hardware components itemized in the individual contract (hereinafter referred to as the "Components"). Repair within the meaning of these Terms and Conditions is the elimination of malfunctions by repairing and/or replacing components or parts thereof. Maintenance of the Components serves to ensure that they remain in good operating order, but does not constitute a guarantee that the Components will never malfunction.

1.2 The exact scope of the services as well as the service level are stated in the Individual Terms and Conditions.

1.3 CETECOM will be released from its obligations to provide service in the following cases:

1.3.1 The error is due to the system being connected to incompatible equipment.

1.3.2 The error is due to gross negligence on the part of or damage caused by one of the Customer's employees.

1.3.3 Improper modifications to the equipment, which in general also includes the installation of components (boards etc.) by third parties not engaged by CETECOM.

2. Performance of the Service Work

2.1 The service work will be performed in accordance with the Individual Terms and Conditions.

3. Customer's Duty to Cooperate

3.1 The Customer agrees to observe the operating instructions and any other instructions from CETECOM when using the Components.

3.2 Within reasonable bounds, the Customer will take the measures necessary to simplify CETECOM's task of determining the malfunction and its source and to shorten the reruns and will give CETECOM appropriate support in clearing the malfunction.

3.3 The Customer agrees to allow CETECOM free access to the Components and to provide it with the space necessary to store equipment, tools, spare parts etc. to enable CETECOM to perform the service work.

3.4 The Customer will ensure that all of the technical facilities necessary for the performance of the maintenance (including telephone lines and transmission lines) are functional and will ensure that they are available free of charge to the CETECOM maintenance personnel to an appropriate degree.

3.5 Upon request from CETECOM, the Customer will make a suitable contact person available.

3.6 Upon request from CETECOM, the Customer will – if this is necessary and technically within reason – remove programs, data, data carriers, modifications and additions without delay.

3.7 CETECOM will be released from its obligation to perform service work in the event that and for as long as the Customer does not fulfill its duty to cooperate. In such a case, however, the Customer remains obliged to pay the agreed service fee.

4. Place of Performance

4.1 The services which CETECOM performs pursuant to the Hardware Maintenance Contract will only be performed at the location specified in the Individual Terms and Conditions.

4.2 If the Customer intends to move the Components to a different place, it must obtain CETECOM's prior written consent.

5. Terms of Payment

5.1 CETECOM may increase the service fee by a reasonable amount after the expiry of each term of 12 months. The fee amendment will take effect at the end of two months after the end of the month in which the Customer received written notice of the change. If the service fee is increased by more

than 5% p.a., the Customer will be entitled to terminate the Hardware Maintenance Contract by giving notice within four weeks from receipt of the notice informing it of the increase.

6. Liability for Defects

Unless required by mandatory law CETECOM accepts no liability for defects in relation to services provided pursuant to these Terms and Conditions.

7. Term and Termination of the Contract

The term of the Hardware Maintenance Contract is stated in the Individual Terms and Conditions. If there is no provision in the Individual Terms and Conditions governing the term of the contract, the Hardware Maintenance Contract will have a term of 12 months. If it is not terminated by one of the contracting parties in writing three months prior to the end of the contractual term, the Hardware Maintenance Contract will be automatically extended by another 12 months.

XIII. Special Terms and Conditions for Training

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions is the carrying out of a training course by CETECOM (hereinafter referred to as a "Training Contract").

1.2 The specific scope of the services to be performed is regulated conclusively in the Individual Terms and Conditions.

1.3 The training courses will be held in either English or German ("Course Language") and will take place on the days (Monday to Friday with the exception of holidays) and at the times specified in the Individual Terms and Conditions.

1.4 The Customer's employees who attend the course ("Course Participants") must have sufficient background knowledge related to the topics to be covered in the training course and must also have an adequate command of the Course Language. If the Course Participants do not have an adequate command of the Course Language, the Customer must provide an interpreter at its own expense.

1.5 The courses will be held at the locations specified in the Individual Terms and Conditions. If the Customer and CETECOM have not agreed on a different location, the courses will be held at the CETECOM facilities.

1.6 The number of Course Participants and the training program are stated in the Individual Terms and Conditions. If the agreed number of Course Participants is exceeded, CETECOM will be entitled to invoice the Customer for the additional Course Participants on a pro rata basis. If the maximum number of Course Participants has already been reached, however, CETECOM will not be obliged to allow additional participants to attend the Training Course.

1.7 If the Training Course is held at facilities of the Customer, the Customer will at its own expense make work rooms and common rooms available for the use of the CETECOM training staff for the duration of the course.

1.8 Both the Customer's employees and CETECOM's training staff must comply with the house rules at the facilities where the Training Course is held.

1.9 The documentation and materials provided by CETECOM to the Customer in the course of the training ("Training Materials") are protected under CETECOM's or a third-party's Intellectual Property and Copyrights. Any preexisting marking, copyright notices or indications of ownership may not be deleted or modified by the Customer. CETECOM grants Customer the rights to use the Training Materials upon payment of the agreed fee and only for the use by the Customer. The Customer may not use the Training Materials for any other purposes or pass them on to a third-party with prior written authorization by CETECOM.

2. Liability for Defects

2.1 CETECOM accepts no liability for defects in relation to Training Courses held pursuant to these Terms and Conditions. This exclusion of liability does not cover damages claims to which Section 9 of the General Terms and Conditions apply.

XIV. Special Terms and Conditions for the Performance of Work or Services

1. Purpose of the Contract

1.1 The purpose of an individual contract based on these Terms and Conditions (hereinafter referred to as a "Service Contract") is the performance of services which are outside the scope of the other Special Terms and Conditions and individual contracts which are based on them.

1.2 The possible purposes of a Service Contract include, without limitation, the following:

1.2.1 Analysis of the Customer's requirements and aims with regard to the introduction of CETECOM Software at a Customer site;

1.2.2 Analysis of the hardware and software environment at the Customer's site (validation);

1.2.3 Preparation of a performance specification;

1.2.4 Installation, implementation and/or parameterization of Third Party Software on hardware of the Customer;

1.2.5 Installation of Content and/or the software necessary for calling up and presenting the Content;

1.2.6 Installation of hardware in connection with the sale of hardware;

1.2.7 Consultancy services.

1.3 The specific scope of the services to be performed is regulated conclusively in the Individual Terms and Conditions.

2. Acceptance

2.1 If an acceptance is mandatory by law or is expressly agreed in the Individual Terms and Conditions, the Customer is obliged to state within 10 calendar days following the performance of the work or services whether it wishes to accept or refuse them.

2.2 The Customer is not entitled to refuse acceptance due to non-substantial defects.

2.3 If the Customer refuses to accept the work or services, it must notify CETECOM in writing, specifying the reasons for the refusal, and if possible, stating what modifications would have to be made before it could accept the work or services performed. If there is actually a defect, CETECOM will strive to make the modifications contractually required within 30 calendar days after receipt of the Customer's written notification. The Customer must proceed as described in Section 2.1.

2.4 If the Customer again refuses to accept the work or services, a second attempt at a remedy will be attempted as described in Section 2.2.

2.5 If the Customer also refuses to accept the work or services after the second attempt to remedy the defect, it may notify CETECOM that it will accept the work or services subject to the condition that CETECOM give it a price reduction. This acceptance subject to a condition is then valid as an acceptance in the legal sense. In such case, CETECOM may reject any demand of the Customer for repeated attempts to remedy the defect.

2.6 The Customer's acceptance of the work or services must be communicated in writing. In the event that the Customer's acceptance is subject to a condition, this must also be communicated in writing and include reasons.

2.7 If the individual contract provides for partial acceptance, the provisions above will apply accordingly for each partial acceptance.

2.8 CETECOM's services are deemed to be accepted by the Customer, even without an explicit declaration by the Customer and without a request for acceptance:

2.8.1 If the Customer employs or uses services rendered by CETECOM;

2.8.2 Upon payment, except where the Customer has refused acceptance and was permitted to do so; or

2.8.3 If the Customer has neither declared acceptance nor refusal of acceptance within the period laid out in Section 4.1.

3. Liability for Defects

Unless required by mandatory law CETECOM accepts no liability for defects in relation to services provided pursuant to these Terms and Conditions.

XV. Special Conditions for Online Services and Databases

1. Purpose of the Contract and Availability

1.1 The purpose of an Individual Contract based on these Terms and Conditions ("Online Services Contract") is the making available of and enabling access to Online Services and Databases subject to the availability pursuant to Number 1.2.

1.2 Unless otherwise agreed, the online services are available to the Customer as follows: On the basis of the time agreed for the respective calendar month, online access is available 98 % of the time in a monthly average. For the calculation of availability, the following disruptions remain out of consideration:

1.2.1 Disruptions that are the result of power cuts, disruptions of the data transmission network or other cases attributable to force majeure that lie beyond CETECOM's ability to influence.

1.2.2 Disruptions that are the result of maintenance work. CETECOM will communicate scheduled maintenance work to the Customer usually one week in advance at the latest. This does not apply to urgent and/or safety relevant maintenance work. In these cases the notification period may be undercut or maintenance may be started without prior notification.

1.2.3 Subject to disruptions pursuant to Numbers 1.2.1 and 1.2.2 disruptions will not exceed 3 hours at a time, calculated from receipt of the notification by CETECOM pursuant to Number 3.2.

1.3 CETECOM reserves the right to change, replace, update and appropriately reduce or expand the content of the online-services. If a reduction or change is carried out that leads to a significant negative change in the contractually agreed-upon use content or causes the Customer's interest in the service to cease, the Customer is entitled to cancellation without notice within a period of two weeks from the recognition of the reduction or change.

2. Liability for defects

If the Online Service does not conform to the contractually agreed-upon constitution or if the availability is not guaranteed in the degree granted according to Number 1.2, the Customer must grant CETECOM in writing a reasonable period to re-establish the contractually owed conditions.

3. Special obligations to co-operate

3.1 The Customer is responsible for providing the technical preconditions for successful online access at its place of business. This applies namely to the software and hardware used as well as the required internet connection and browser software. On request, CETECOM will inform the Customer concerning the requirements of the current state of the technology. The Customer is obligated to adapt the technical preconditions present at its place of business to the general technical development.

3.2 The Customer is obliged to notify CETECOM without delay about disruptions that are not due to maintenance work. If the notification is carried out outside the business hours of CETECOM Essen (Monday to Friday 9 a.m. to 6 p.m., except public holidays at the seat of CETECOM), notification is deemed to be received at the first working day after notification.

4. Access Data

4.1 Use of Online Services proceeds by means of remote data transfer. To this end, the Customer will be issued a user name and a password ("Access Data"). The Access Data will be issued only to natural persons. If several persons from the Customer's company have access authorization, each authorized user will receive personalized access data. The transfer of the Access Data or making them available to third parties – even inside the Customer's own company – is not permitted.

4.2 The Customer is obligated to keep the Access Data secret and prevent unauthorized use by third parties. The Customer is obligated to change the password regularly, but at least once per year. The Customer will insure that all of these rules are observed by all users and is liable for their violations. If the Customer becomes aware of misuse of Access Data, the Customer must inform CETECOM immediately. In cases of repeated and/or severe breaches of the aforementioned conditions, CETECOM is entitled to exceptional cancellation.

5. Right of utilization

The Customer receives a simple use right to the contents of our online-services, limited to the duration of the use contract and not transferrable to third parties. The Customer may only use downloaded contents in the framework of the use contract and only for its own business-related purposes. Any commercial sharing going beyond this is impermissible. Archiving and storing downloaded content is only allowed in a limited scope, which may not exceed 10% of the total quantity of downloaded data.

6. Limitation of Liability for Database Content

6.1 The content which is made available in the databases is provided to CETECOM by authorities from numerous countries. CETECOM does not assume any liability as to the completeness, correctness and/or correctness of the data and/or content made available by CETECOM to the Customer-

6.2 Subject to Section 6.3, any liability of CETECOM for any and all damages resulting from (i) the use of the databases and/or the information made available, or (ii) the direct or indirect use of incomplete, incorrect or outdated information, shall be excluded.

6.3 Section 6.2 shall not apply to

6.3.1 loss or damage caused intentionally or by the gross negligence of CETECOM, its directors or its officers or intentionally by its other vicarious agents;

6.3.2 loss or damage from acts causing death, bodily injury or illness, or from the assumption of a guarantee or a procurement risk, or under the German Product Liability Act (Produkthaftungsgesetz).

For such damages CETECOM's liability shall be unlimited.

7. Contract Term

Online Services Contracts shall principally be concluded for a limited term pursuant to the respective Individual Contract. Subject to Numbers 1.3 and 4.2,1.3 statutory provisions shall apply with regard to contract termination.