

General Commercial Terms and Conditions

1. Scope

Any and all supplies and services, also consulting services, information and the like provided by prisma informatik GmbH shall be based on the following General Commercial Terms and Conditions which the client accepts by means of order placements or the unopposed acceptance of these Terms and Conditions, at the latest, however, by the unopposed acceptance of goods or services (contract processing) – for any possible subsequent transactions as well. These General Commercial Terms and Conditions shall also be applicable if the client accepts supplies and services with the knowledge of conflicting, supplementary terms and conditions or those deviating from the client's commercial terms and conditions; or if the client states that it only wants to purchase at its terms and conditions.

Conditions of purchase and other general commercial terms and conditions by the client which deviate from the Terms and Conditions below shall only be made contractual content if and as far as they had been acknowledged or accepted in writing by prisma informatik GmbH. Clients within the meaning of the following Commercial Terms and Conditions shall be exclusively business persons or entrepreneurs.

2. Offers and Conclusions of Transactions

Offers by prisma informatik GmbH shall be non-binding. Any and all orders – also as far as they are received from agents or other sales staff of prisma informatik GmbH – shall only become binding for prisma informatik GmbH upon written order confirmation by prisma informatik GmbH or upon the delivery of goods or rendering of the service.

If the client submits its offer by electronic means, prisma informatik GmbH shall confirm receipt immediately. However, the mere confirmation of receipt does not yet present any binding acceptance of the offer. Confirmation of receipt may be connected with the written declaration of acceptance by prisma informatik GmbH.

3. Programs, Services, Passing of Risk

3.1 The elaboration of individual programs shall be effected according to the type and extent of the documents made available by the client. If necessary, the client shall additionally make available, in timely fashion and at its own cost, any practice-specific test data and test possibilities or options to an adequately comprehensive extent.

3.2 Basis for the preparation of individual programs shall be the written program description or specification which prisma informatik GmbH elaborates on the basis of the documents and information made available to it. This program description or specification shall be checked by client for accuracy and completeness and confirmed. Any possibly expressed requests for changes after examination and confirmation by the client shall require a separate agreement.

3.3 When ordering standard programs, the client shall confirm – together with the order – knowledge of the scope of performance of the ordered programs at the same time.

3.4 prisma informatik GmbH shall render the stipulated services either by consulting, training, information etc. or by handover (sending programs, organizational elaborations or other documents). For this, prisma informatik GmbH shall be entitled to use subcontractors.

3.5 Shipment shall always be at the client's risk – even in case of freight-free delivery. Delivery shall be effected ex Nuremberg distribution warehouse exclusive of the packaging to be billed at cost price. As of an order value in excess of € 5,000.00, delivery shall be free receiving station including packaging. Postal shipments shall be effected free, with a charge of the postage.

3.6 Before delivery to the client, prisma informatik GmbH agrees to first thoroughly examine the performance verifiably on its own and, in particular, ascertain whether it is in compliance with the contractual requirements in accordance with the individual order. If the client's cooperation or participation is required for this, prisma informatik GmbH shall advise the client accordingly. prisma informatik GmbH shall demonstrate the software's compliance with the performance specifications on the basis of a verifiable function test, as well as within the scope of a subsequent test run under system conditions. The result of the acceptance shall be recorded in minutes which are to be jointly prepared by prisma informatik GmbH and the client and which are to be signed.

4. Prices

4.1 Prices indicated by prisma informatik GmbH shall be quoted without discount and other rebates plus any sales tax or value added tax ex Nuremberg distribution warehouse.

4.2 As far as the supply or services by prisma informatik GmbH is to be effected later than 90 days after contract conclusion, prisma informatik GmbH shall be entitled to charge further any price increases which were incurred in the meantime.

4.3 Costs for traveling, daily costs and accommodation costs, as well as traveling times shall be separately invoiced to the client according to the corresponding rates plus statutory value-added tax.

5. Delivery, Period of Delivery, Part Deliveries

5.1 With the order, prisma informatik GmbH shall not accept any risk for the procurement of deliveries and other services or performances required for the preparation of the order.

5.2 In all cases, confirmed orders and delivery dates shall be valid subject to the correct, on-time and complete delivery by prisma informatik GmbH's own suppliers. Delivery periods shall begin only after clarification of all details of the order processing and the provision of any possibly required certificates by the client, as well as especially after receipt of the confirmation of the program description – examined by the client – according to Clause 3.2. Delivery periods and delivery dates shall be extended by the period of time by which the client is in default with its obligations vis-à-vis prisma informatik GmbH.

5.3 Part deliveries shall be permitted within the delivery periods specified by us as far as no disadvantages for use will result from it.

6. Force Majeure

6.1 Events of force majeure and circumstances for which prisma informatik GmbH is not responsible and which render any delivery impossible or exceedingly difficult shall entitle prisma informatik GmbH to postpone delivery – even within the default – by the period of impairment or

obstruction. If the events result in a not only temporary prevention or aggravation of performance, prisma informatik GmbH may withdraw, wholly or in parts, from the contract for the still unperformed part of the contract.

The right to postpone delivery or the right to withdraw shall exist irrespective of whether the events indicated in sentence 1 and 2 occur at prisma informatik GmbH or with subcontractors of prisma informatik GmbH; exercise of this right by prisma informatik GmbH shall not establish any damage claims by the client.

6.2 In the cases of Clause 6.1, the client for its part shall be entitled to withdraw from the contract insofar as the client provides evidence that the entirely or partly still outstanding performance of the contract, due to the delay, no longer holds any interest for the client. However, any withdrawal in consideration of part deliveries which had already been rendered by prisma informatik GmbH shall remain excluded, unless the still outstanding performance is not equivalent to a still entirely outstanding performance relative to the contractual content. In case of the justified withdrawal on the part of the client, prisma informatik GmbH shall be entitled to demand a reasonable usage fee for the uses gained – from the application of the contract software – by the client until reversal of the contract. The compensation for use shall be calculated on the basis of a linear four-year depreciation.

7. Installation

As far as a prisma informatik GmbH installation is specified in the order confirmation, the customer shall enable it within 30 days after delivery and/or readiness for delivery of prisma informatik GmbH.

8. Terms of Payment

8.1 Invoices by prisma informatik GmbH shall be due for payment, without deductions, within 14 days from the date of invoice. As far as client had not paid until then, it shall be in default without further explanation by prisma informatik GmbH. The day of payment shall be considered the date of money received at prisma informatik GmbH or crediting on an account of prisma informatik GmbH. Discount deduction shall only be allowed upon explicit consent by prisma informatik GmbH.

8.2 In case of contract orders comprising several units, prisma informatik GmbH shall be entitled to invoice every individual unit or performance.

8.3 prisma informatik GmbH shall accept checks and rediscountable bills of exchange on account of payment – but only if this had been explicitly agreed upon. Credits for checks and bills of exchange shall be effected with the value date on which the counter value is at the disposal of prisma informatik GmbH. Client shall bear the usual discount charges and other fees and costs.

8.4 Irrespective of other claims, prisma informatik GmbH may demand – as of the due date – interest charged for its receivables in the amount of 5 %, in case of client's default in payment, in the amount of 8 % above the basic interest rate. If prisma informatik GmbH is able to prove higher interest receivables – especially due to the expenditure of its own lending rates – prisma informatik GmbH shall be entitled to claim them. Reserved shall be the right of claiming damage caused by default which exceeds the damage indicated in sentence 1.

8.5 If client is in default of payment or if a significant deterioration in its financial circumstances becomes known for which the client is responsible, all receivables by prisma informatik GmbH existing against the client shall be immediately due for payment, irrespective of accepted bills of exchange. In that case, prisma informatik GmbH may demand immediate advance payment or a security. If the client had provided wrong information, during the term of contract, about its financial circumstances, prisma informatik GmbH shall be entitled to withdraw from the contract and demand compensation. In case of withdrawal, the client shall owe a usage fee according to Clause 6.2.

8.6 Payments may only be made with discharging effect when they are made directly to prisma informatik GmbH. If several receivables against the client are open, payments by the client shall be credited to the respectively oldest claim even if the client had explicitly paid for a specific claim. Payments shall always be credited first to costs, then to interests and finally to the principal claim.

8.7 The client shall only have an offset right considering uncontested or unappealably established claims. The client shall only have a right of retention in consideration of such uncontested or unappealably established claims which are from the same contractual relationship with prisma informatik GmbH.

9. Retention of Title

9.1 All goods delivered by prisma informatik GmbH shall remain the property of prisma informatik GmbH until the point in time of payment of the total customer balance from the current business relationship. Retention of title shall expire finally with the settlement of all still open claims at the point in time of payment.

9.2 Processing or modification of the conditional goods – i.e. subject to the reservation of ownership – shall always be effected for prisma informatik GmbH as a manufacturer as defined by § 950 of the German Civil Code (BGB) without this resulting in any liability for prisma informatik GmbH. Upon the conditional goods being processed, combined or mixed with other goods by the client, prisma informatik GmbH shall be entitled to co-ownership in the new object or matter, at the ratio of the invoice value of the conditional goods to the invoice value of the other goods used. For the point in time of processing, combination or mixing, the client shall hereby now already assign its (co-)ownership rights in the uniform object to prisma informatik GmbH to the extent of the invoice value of the conditional goods and shall safeguard it free of charge for prisma informatik GmbH.

9.3 The client shall be entitled to further sell the conditional goods in ordinary and proper business transactions; however, the client shall assign now already all receivables in the amount of the purchase price agreed upon between prisma informatik GmbH and the client which accrue from the resale to the client – irrespective of whether the delivery objects are sold further without or after processing. After their assignment, the client shall be authorized to collect these receivables. Unaffected thereby shall be the authority of prisma informatik GmbH to collect the

receivables on its own; however, prisma informatik GmbH agrees not to collect the receivables as long as the client properly meets its payment obligations and is not in default of payment. If this is the case, however, prisma informatik GmbH may demand that the client discloses the assigned receivables and their debtors, that it provides all information required for collection, hands over the appropriate documents and advises the debtors (third parties) of the assignment.

9.4 The client shall be obligated to immediately notify prisma informatik GmbH of a seizure or any other legal or factual impairment, as well as of the jeopardy to the conditional goods or any other existing collateral in favor of prisma informatik GmbH. The client shall neither pledge the delivery objects nor assign them by way of security.

9.5 In the event of default in payment as well as in the event of rescission of the contract, the client now already shall declare its consent that prisma informatik GmbH removes the conditional goods located at the client or has them removed. Removal may only be considered a withdrawal from the respective contract if prisma informatik GmbH explicitly declares this.

9.6 If the realizable value of the conditional goods exceeds the receivables to be secured by more than 110 %, prisma informatik GmbH shall be obligated, upon request by the client, to release insofar the securities to which it is entitled. The limit for a release claim arising shall be 150 % of the estimated value of the security goods.

10. Warranty

10.1 Warranty shall be provided after corresponding information by the client first by means of subsequent performance – according to the option by prisma informatik GmbH either by a cost-free remedy of defects or new production. In case of a justified notice of defects, the defects shall be remedied in a reasonable period of time, while the client shall have to enable for prisma informatik GmbH all measures required for the examination and the remedy of defects.

10.2 If the attempt of repair or new production fails twice or if subsequent performance is to be considered failed or unreasonable for other reasons, the client may demand, at its option, rescission (withdrawal) or the reduction of compensation. However, the client shall have no right of withdrawal in case of only a minor breach of contract, in particular, in case of only minor defects. In case of withdrawal, the client shall owe a usage fee according to Clause 6.2. In addition, the client may not demand damages instead of performance (including liability for indirect and consequential damages) or restitution of frustrated expenditures, unless prisma informatik GmbH, its legal representatives or vicarious agents are guilty of intent or gross negligence, or if there is mandatory liability by law due to the breach of an obligation crucial for attainment of the entire contractual purpose, or liability according to the product liability law is concerned, or injury to life, limb or health, or liability within the scope of the assumption of warranty according to 10.5.

10.3 Liability of prisma informatik GmbH shall be limited to the foreseeable damage typical of the contract. If the client opts for damages – after failed subsequent performance – the goods shall remain with the client as far as this is reasonable.

10.4 Unaffected thereby shall be the warranty rights due to errors of standard software for which are applicable the rules of warranty of the corresponding licensing contract.

10.5 For software products, prisma informatik GmbH shall warrant that they execute program instructions free from defects in material and execution if hardware and operating system configuration are in accordance with the recommendations by prisma informatik GmbH. The client shall not receive any further guarantees in the legal sense from prisma informatik GmbH. Manufacturer's warranties shall remain unaffected thereby. The product descriptions by the manufacturer and by prisma informatik GmbH shall be exclusively considered agreed upon as quality of the products. If the software is established on the basis of performance specifications, this shall subsequently specify the quality of the product. Public statements, promotions or advertisement by the manufacturer shall not present, besides this, any contractual quality information of the goods.

10.6 prisma informatik GmbH shall be released from any warranty in the event that defects occur because the products are improperly treated or handled or not correctly maintained and cared for; or if a third party makes modifications of any kind or repairs with regard to the products – without written consent by prisma informatik GmbH; or if operating or installation instructions are not followed or complied with.

If the client receives deficient operating or installation instructions, prisma informatik GmbH shall merely be obligated to supply non-deficient instructions and this also only if the deficiency of the instructions conflicts with the proper operation or installation by the client.

10.7 Client's claims for subsequent performance, damages, reimbursement of expenses or reduction due to a defect shall become time-barred within one year as of the beginning of the statutory limitation period. Withdrawal after expiration of the period of limitation shall be invalid.

10.8 If the above regulations do not include any or any deviating provisions regarding prerequisites and consequences of client's rights in case of defects, the statutory regulations concerning these rights shall be applicable.

11. Liability

11.1 Other damage claims by client (including liability for indirect and consequential damages) due to a breach of duty (including default) shall be excluded, unless prisma informatik GmbH, its legal representatives or vicarious agents are guilty of intent or gross negligence, unless there is mandatory liability by law due to the breach of an obligation crucial for attainment of the entire contractual purpose, or liability according to the product liability law is concerned, or liability for injury to life, limb or health.

11.2 As far as a damage claim by the client exists, it shall be limited to the foreseeable damage typical of the contract.

11.3 In corresponding application of Clause 10.6, any liability for damages by prisma informatik GmbH shall be excluded if the damage is entirely or predominantly due to the circumstances stated in Clause 10.6.

11.4 Damage claims by the client shall become time-barred within one year as of the beginning of the statutory limitation period.

12. Copyright Protection

12.1 For client's own use regarding the purposes for which the programs had been delivered, prisma informatik GmbH shall grant client a non-transferable right of use in the programs, pertinent documentations and subsequent supplementations. Client shall ensure that these

programs and documentations are not accessible to third parties without prior written consent by prisma informatik GmbH. Copies of copyright-protected software and printing goods may only be made if this is required for safeguarding or ensuring future use. If the originals bear a notice referring to copyright protection, client shall also affix such notice on the copies made. Copyright notices, serial numbers as well as other features serving as program identification shall not be removed or changed under any circumstances.

12.2 Client shall be obligated to refrain – without the contractor's written consent – from transmission of the organizational elaboration or development, programs, programming descriptions further to third parties, whether for consideration or gratuitously. In view of the fact

that the programs and organizational performances created by prisma informatik GmbH are the intellectual property of the contractor, use of the same shall be – even after payment – exclusively permissible for client's own purposes.

12.3 Any recompilation of the provided programs into other code forms as well as other types of reverse engineering of the different types of software development or production, including any program modification, shall not be permissible without prior written consent by prisma informatik GmbH. Removal of any copy protection or similar protective routines shall not be permitted. Sections (§§) 69 e and 69 d, subsection 2 and 3 of the German copyright law (UrhG) shall remain unaffected.

12.4 Without the written consent by prisma informatik GmbH, use of the software provided within a network or any other multi-station computer system shall not be permitted if this would provide the possibility of simultaneous multiple use of the program and if a corresponding use is not the subject matter of the contract.

12.5 In case of contraventions against the preceding provisions, the licensee shall be obligated to surrender all program copies to prisma informatik GmbH without any entitlement to compensation. In this respect, the assertion of further damage claims shall be explicitly reserved.

12.6 Licensee shall impose the obligations above on all persons coming into contact with the licensed software.

12.7 Further developments of the licensed software shall not be made available gratuitously.

13. Foreign Trade and Export Control Provisions

As far as delivered products are subject to German or international foreign trade and export control provisions, client shall be responsible for compliance with the corresponding provisions. In case of any breach of such provisions, client shall be obligated to hold prisma informatik GmbH harmless.

14. General

14.1 Client may assign its rights and obligations under this contract only upon written consent by prisma informatik GmbH.

14.2 Within prisma informatik GmbH, order processing shall be provided by means of automation protected data processing. Client hereby declares its explicit consent for processing the data necessary for order processing and having become known to prisma informatik GmbH in this contract.

14.3 Any change or possible invalidity of individual provisions shall not affect the validity of the remaining provisions. In case of the invalidity of a provision, the client shall be obligated to agree with prisma informatik GmbH on a valid regulation which comes economically closest to the invalid provision in a legally admissible manner.

14.4 This contract shall be exclusively governed by German law. Not applicable shall be the provisions of the Hague Convention Relating to a Uniform Law on the International Sale of Goods and the United Nations Convention on Contracts for the International Sale of Goods. Nuremberg shall be the place of performance and place of jurisdiction for both parties if the client is a merchant, a legal entity under public law or a special fund under public law.

prisma informatik GmbH, July 2008