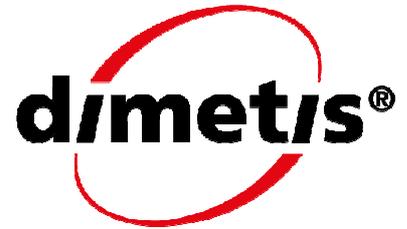


General Terms and Conditions



§ 1 General conditions, scope

1. The scope of the deliveries and/or services (hereinafter referred to as deliveries) is determined by the mutual written documentation. The General Terms and Conditions of the supplier apply exclusively. Conditions of the customer that deviate from these General Terms and Conditions are invalid.
2. These General Terms and Conditions also apply to all future business with the customer.

§ 2 Offer

All offers are without obligation, including reference to prices and delivery dates. The supplier reserves the right of ownership and copyright with regard to all cost estimates, drawings and other documents. The supplier's design drawings may not be made available to third parties without the express authorisation of the supplier.

§ 3 Design features

In the case of orders for which the design or composition features are determined by the customer, the latter will be responsible for ensuring that the design and/or composition does not violate the proprietary rights of any third party. The customer will exempt the supplier in the event of a claim.

§ 4 Technical changes

The supplier reserves the right to make technical changes.

§ 5 Warranty, liability, compensation

1. If there is a defect attributable to the supplier, the customer shall set the supplier a reasonable period of grace in order to rectify the defect. The supplier may, at its option repair the defect or deliver flawless goods or services.

In the event that he repairs the defect, the supplier is obliged to carry all costs associated with such repair, particularly transport, route, labour and material costs, insofar as such are not increased by the fact that the object of the contract has been moved to a place other than the contractual place of performance.

2. If the third attempt of the supply to rectify the defect is abortive for reasons which are attributable to the supplier, the customer shall be entitled to demand a reasonable reduction in the contractually agreed purchase price (price reduction in accordance with § 441 of the German Civil Code (BGB)). The customer shall have no right to withdraw from the contract in accordance with § 323 of the German Civil Code.
3. Any other claims on the part of the customer, particularly with regard to compensation for lost profits or other damage to the customer's assets, are restricted to the amount of the delivery price.
4. The above restriction does not apply where damages are caused through intent. In case of negligent breach of a material obligation which endangers the attainment of the contractual use (cardinal obligation), the liability of the supplier is restricted to the amount of the typical and foreseeable damage at conclusion of the contract. In case of injury of life, limb and health and claims resulting from product liability regulations the legal provisions are valid.
5. The warranty period shall be one year from the transfer of the delivered goods or services.

§ 6 Prices, payment conditions, payment default

1. If prices are not specified, then the supplier's list prices at the time of order placement will apply. These prices are subject to the valid statutory value added tax, as well as postage, freight, insurance, delivery charges, installation and initial operation charges, and in the case of repairs, also the cost of return site travel. Invoices will be issued in the valid German currency (EURO). Payment in each case will be due ten calendar days after the date of the invoice.
2. For orders valued at over € 50,000.00 the sum of 30% of the order value will be due on order placement and on execution of each partial delivery.
3. The customer will be deemed to be in default without reminder if he does not pay on the due date. In the event of default in payment, the supplier is entitled to invoice interest in the amount of 8 % above the basic rate of the European Central bank (§§ 288, 247 of the German Civil Code), unless the customer proves that less damage was incurred. The supplier reserves the right to apply higher default damages.
4. In the case of orders with an agreed delivery date in excess of four months, the supplier reserves the right to pass on price increases based on tariff agreements or increased material costs. If the increase is in excess of 5% of the agreed delivery price, then the customer is entitled to termination for cause.

§ 7 Right to offset or withhold

With regard to claims by the supplier, the customer may only offset counter claims that have been legally determined or are undisputed. The right to withhold may only be exercised in relation to the counter claims within the same contractual relationship.

§ 8 Reservation of ownership

1. The delivered objects (reserved goods) remain the property of the supplier until all claims in relation to the business relationship have been satisfied by the customer. If the total value of the security for all claims exceeds 20% of the amount owed to the supplier, the supplier will release an appropriate part of the security at the request of the customer.
2. Processing or conversion of the reserved goods will always be on behalf of the supplier. In the event of processing or combination, the supplier will acquire co-ownership in the new item in the ratio of the value of the supplier's goods to the other processed items at the time of processing.
3. The customer will store the (joint) property of the supplier without charge.
4. During the period of reserved ownership, the customer is not permitted to use the property for bailment or as security; and is only permitted to resell within the confines of normal business practices and only on condition that the reseller receives payment from his customer or applies the proviso that ownership is only transferred to the customer on full satisfaction of the payment obligation.
5. In the event of bailment, seizure or other third party interference or impoundment, the customer must notify the supplier immediately.
6. Any payment received through resale or other legal basis (insurance, unauthorised activity) in relation to the reserved goods is already transferred herewith to the supplier in full as a precautionary measure. The supplier revocably authorises the customer to receive the assigned amounts on the supplier's behalf. At the request of the supplier, the customer will declare the assignment and provide the necessary information and documentation.

§ 9 Transfer of risk

1. The risk, even in the case of inclusive delivery is transferred to the customer as follows:
 - a) for deliveries without assembly or installation, when the goods are released for delivery or are picked up. At the request and expense of the customer, shipments will be insured by the supplier to cover standard transport risks.
 - b) for deliveries with assembly or installation, on the day of operational transfer or, where agreed, subsequent to a successful test run.
2. In the event of a delay in the shipment, delivery, start, performance, assembly or installation, operational transfer or test run, for reasons that fall under the responsibility of the customer, or if the customer delays acceptance for any other reasons, then risk will be transferred immediately to the customer.

§ 10 Liability limitation

1. Damage claims of the customer are limited a period of one year from the date of the violation for which liability applies.
2. In case of compensation and reimbursement of costs due to deliberate or gross negligence or injury of life, limb or health and claims resulting from product liability regulations, the legal limitation periods apply in all cases.

§ 11 Written form requirement

Deviations, supplements or other ancillary agreements must be in writing.

§ 12 Place of performance and jurisdiction, applicable law

Place of performance and jurisdiction is the place of business of the supplier. However, the supplier expressly reserves the right to sue at the place of business of the customer.

This contract is subject to the law of the Federal Republic of Germany to the exclusion of private international law. Standard UN purchasing rights are excluded.

§ 13 Precautionary clause

If one provision of these general Terms and Conditions should be invalid, this will not affect the validity of the remainder of the provisions.

Additional terms and conditions of Business for the License of Software



§ 1 Scope

These special terms and conditions apply exclusively for the License of Software, together with the general terms and conditions of the supplier. Other contract conditions do not form part of the contract, even if not expressly rejected by the supplier.

§ 2 Extent of services of the Software

The extent of services of the Software is defined either by the License Agreement, the offer of the supplier or the order confirmation of the supplier.

§ 3 Performance time

- (1) The supplier will make every effort to supply the goods or services to the customer on time. The specification of delivery and performance times constitutes non-binding statements, unless the supplier in writing has confirmed them as binding.
- (2) Warnings and the setting of periods of grace by the customer require the written form in order to be valid. Any period of grace must be appropriate.

§ 4 Rights of the customer to the Software

- (1) The software (programme and user manual) is protected by law. The copyright, patent rights, trademark rights and all other proprietary rights to the software and other items, provided or made available by the supplier to the customer in performance of the contract, remain the exclusive property of the supplier. In the case of third-party rights, the supplier has corresponding usage rights, which are passed to customer as part of the license in the software.
- (2) The customer acquires a simple, non-exclusive usage right of the software in order to use it in its own business and for its own purposes. The supplier hereby grants the customer a right to use the software, together with the single right to copy the software and associated documentation onto random access memory and hard disks. Any further use of the software requires the written consent of the supplier, and will be charged separately. The customer may make back-up copies of the programmes required for reliable operation.
- (3) The onward transmission of software (in whole or in part) to a third party, together with all other forms of use, in particular rental or distribution in physical or immaterial form, are not allowed without the prior written consent of the supplier.
- (4) If the customer passes the software on to third party, without the prior written permission of the supplier, the customer will be liable to the supplier for compensation for damages.
- (5) If an item of Software produced by the supplier is passed on by the customer to a third party without the written consent of the supplier, the price agreed between the parties for the production of the software will be forfeited as a contractual penalty. The contractual penalty will not be reconciled against the supplier's claims for compensation for damages.

§ 5 Obligations of the customer

- (1) The customer is obliged to examine all goods provided by the supplier immediately on delivery in accordance with the applicable regulations (§ 377 HGB – German Civil Code), and to report any faults identified in writing, giving an exact description of the fault.
- (2) The customer is further obliged to test every module thoroughly for usability in the concrete situation, before initiating operational use. This also applies to programmes received by the customer within the scope of guarantee services or any possible maintenance contract.
- (3) The customer is further obliged to take adequate precautions in the event that the programme fails to work completely or properly (e.g. fault diagnosis, regular checking of the results). The customer is in particular obliged to carry out data back-ups and install virus protection measures in accordance with the current status of the technology.
- (4) The customer is further obliged to record any faults occurring in a fault report. This report must specify in particular the time and circumstances of the occurrence of faults. The supplier must be allowed an appropriate time for fault-finding and rectification. In the event that the fault-finding and rectification requires an extended period, the supplier is obligated to provide the customer with a usable interim solution.

- (5) In the event of deliveries abroad, all fees, charges, taxes, costs of technical testing etc. incurred outside of the Federal Republic of Germany must be borne by the customer. This also applies to costs of any required legitimisation of certificates of origin, consular charges etc.

§ 6 Rights of the supplier

If it is found following execution of the contract that the claim of the supplier to payment is at risk because of the inability of the customer to make payment, the supplier may decline to provide further services, and grant the customer an appropriate period of grace for proportional payment in return for deliveries or provision of security. If the period of grace elapses unsuccessfully, the supplier is entitled to withdraw from the contract and require compensation for damages. The period of grace may be waived if the customer definitively declines payment, or circumstances exist which justify the immediate withdrawal from the contract by the supplier in the light of the parties' mutual interests.

§ 7 Warranty and liability

- (1) The software is suitable for normal use and possesses the characteristic quality and properties usual for software of this type; it is however not free of faults. The supplier is therefore only liable to provide software, which is basically usable in the sense of the programme description and operating instructions. Functional impairment of software resulting from hardware faults, environmental conditions and incorrect operation or similar does not constitute a fault. Minor reductions in quality may be disregarded. All work performed by supplier shall be in a workmanlike fashion consistent with industry standards.
- (2) The customer will assist the supplier in fault analysis and correction by describing any problems occurring in full, informing the supplier comprehensively, and granting him the time and opportunity required for rectification of the fault.
- (3) The supplier offers no guarantee that the Software conforms to the commercial requirements of the customer. Anything else only applies if this has been agreed in writing between supplier and customer.
- (4) The supplier further offers no guarantee for the computing times of individual programme procedures, since this is determined by the capacity and level of usage of the purchaser's data-processing system.
- (5) If the supplier provides programmes of other manufacturers, its liability is restricted to its responsibility for the selection of the programme suppliers.
- (6) Liability for loss of data is restricted to the typical cost of data restoration which would have been incurred in case of creation of regular back-up copies in accordance with the anticipated risk.
- (7) The warranty period shall be one year from the transfer of the Software.

§ 8 Liability limitation

- (1) Damage Claims of the customer are limited a period of one year from the date of the violation for which liability applies.
- (2) In case of compensation and reimbursement of costs due to deliberate or gross negligence or injury to life, limb or health, and claims resulting from product liability regulations, the legal limitation periods apply in all cases.

§ 9 Precautionary clause

If one of these Additional Terms and Conditions should be invalid, this will not affect the validity of the remainder of the provisions.

Conditions of Maintenance and Software Updating



§ 1 Services

1. Dimetis GmbH will provide the following services:
 - a) Maintenance
Maintenance includes fault-finding and rectification in the case of faults. Dimetis GmbH will assist the customer following fault reports with instructions on fault rectification, fault avoidance and fault circumvention.
 - b) Continued development and updating
Dimetis GmbH will continue to develop the software with regard to quality and modernity, modify it to changing requirements, correct faults in order to maintain the quality specified by the software provision contract, and provide the customer with the resulting latest versions of the software. This also includes minor functional extensions (updates). Upgrades to the software are however not the object of this contract, and will be charged separately.
 - c) Information
Dimetis GmbH will inform the customer of planned new programme versions and program extensions.
2. Software updating will be provided to the latest status of the technology, and in accordance with the interests of all software users. These services will be provided only in relation to the last and most recent software version provided by Dimetis GmbH.
3. Dimetis GmbH can deliver the new software in the same way as provided for the first delivery following the terms of license.

§ 2 Performance time

1. Dimetis GmbH will review the necessity for new programme versions on an annual basis.
2. The performance times for fault rectification begin on notification of the fault (§ 3 Para. 1) and are specified in accordance with the failure classes (Attachment 1).
 - a) In the event of a Class 1 fault, Dimetis GmbH will begin, depending on ordered "5x8", "7x8" or "7x24" support, immediately and with all urgency to work on the problem and will also continue work above and beyond the normal working hours (Monday to Friday 09:00 to 17:00 CET, excluding legal holidays) using all the resources available.
 - b) In the event of a Class 2 fault, Dimetis GmbH will begin rectification of the fault, in case of fault notification, depending on ordered "5x8", "7x8" or "7x24"

support, by 12:00 CET on the same day, and in case of later fault notification on the next normal working day, depending on ordered "5x8", "7x8" or "7x24" support, before 12:00 CET, and will continue such work until no fault of Class 2 is present.

- c) Faults of class 3 will be rectified as soon as possible or later by means of correct configuration management.

§ 3 Co-operation by the customer

1. The customer will report problems, faults and damage immediately, depending on ordered "5x8", "7x8" or "7x24" support. The report may initially be made verbally, although this must be confirmed in writing on the next normal working day, depending on ordered "5x8", "7x8" or "7x24" support. The report must contain a classification into the failure classes specified under § 2 Para. 2, and must be accurate and detailed enough to enable Dimetis GmbH to begin the specific fault rectification work immediately. The report may only be made by a person who has the necessary knowledge of the software and corresponding professional qualifications, and who has been nominated to Dimetis GmbH by the customer as authorised to make such reports.
2. The customer will keep those employees who use and handle the software up to the necessary standard of training. He will co-operate in the fault rectification by providing the necessary employees, information, rooms, equipment, programmes and telecommunications facilities, properly documenting the data-processing procedures, backing-up data to the latest status of the technology and reporting and describing faults and problems as accurately as possible.
3. The customer will afford Dimetis GmbH access to the software by data connection lines. He will provide the connections necessary for this purpose. In the event that Dimetis GmbH is not provided with remote access, and fault rectification must be carried out on-site, the resulting increased costs must be borne by the customer. In variance to § 2 Para. 2, the fault rectification times in this case begin only on physical access to the software.

§ 4 Concluding conditions

In addition, the enclosed General Terms and Conditions (**Attachment 2**) and the Additional Terms and Conditions of Business for the License of Software (**Attachment 3**) of Dimetis GmbH apply, unless otherwise specified in the contract.

Conditions of Maintenance and Software Updating



Attachment 1 - Definition of failure classes (v.2.0, 1 February 2013)

| | Severity 1 (S1) | Severity 2 (S2) | Severity 3 (S3) |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Definition | Customer's Dimetis BOSS Management Application® is down or experiencing a consistent, measurable performance/business impact with no immediate resolution available. | Customer is experiencing intermittent failure or performance/business degradation of Dimetis BOSS Management Application®. | Customer has issues that do not affect normal Dimetis BOSS Management Application® operation and/or questions concerning product function or use. |
| Initial Action | When a Severity 1 inquiry occurs, the Partner or Reseller personnel will work together with the customer to resolve the issue. Information must be gathered by the customer and/or Partner/Reseller for delivery to the Dimetis Product Support group before an inquiry will be opened. At that time the VP Support and Services as well as the VP Delivery are notified. The Dimetis Product Support group will work to resolve the issue. | When a Severity 2 inquiry occurs, the Partner or Reseller personnel will work together with the customer to resolve the issue. Information must be gathered by the customer and/or Partner/Reseller for delivery to the Dimetis Product Support group before an inquiry will be opened. | When a Severity 3 inquiry occurs, the Partner or Reseller personnel will work together with the customer to resolve the issue. Information must be gathered by the customer and/or Partner/Reseller for delivery to the Dimetis Product Support group before an inquiry will be opened. |
| Next Action | Dimetis Product Support will work to resolve the issue by gathering additional information to troubleshoot, recreate for transfer to software engineering, or resolve. If resolution is not possible without engineering effort, a possible workaround will be suggested if available while a solution is engineered. | Dimetis Product Support will work to resolve the issue by gathering additional information to troubleshoot, recreate for transfer to software engineering, or resolve. If resolution is not possible without engineering effort, a possible workaround will be suggested if available while a solution is engineered. | Dimetis Product Support will work to resolve the issue by gathering additional information to troubleshoot, recreate for transfer to software engineering, or resolve. If resolution is not possible without engineering effort, a possible workaround will be suggested if available while a solution is engineered. |
| SLA | For Severity (1) issues Dimetis will define and generate a Trouble Ticket for modification request ("MR") within 2 hours of the transferred inquiry from the Customer/Partner/Reseller to Product Support. Engineering will then work to a resolution, on a best effort basis within 3 business days. | For Severity (2) issues Dimetis will define and generate a Trouble Ticket for MR within 5 hours of the transferred inquiry from the Customer/Partner/Reseller to Product Support. Engineering will then work to a resolution, on a best effort basis within 10 business days. | For Severity (3) issues Dimetis will define and generate a Trouble Ticket for MR within 48 hours of the transferred inquiry from the Customer/Partner/Reseller to Product Support. Engineering will then work to a resolution, on a best effort basis within 45 business days. |
| Customer Updates | While a solution is being engineered, daily updates will be delivered on the progress of the issue until resolution is met. | While a solution is being engineered, updates will be delivered as they occur on the progress of the issue until resolution is met. | While a solution is being engineered, updates will be delivered as they occur on the progress of the issue until resolution is met. |