

1. Contractual foundations

Area of validity

These terms of business are valid for all contractual relations and pre contractual proceedings with our customers, irrespective of type and scope of the performance within the scope of current and future business connections.

Exclusiveness

The terms of business are exclusively valid for the SYNAXUS BI Solutions GmbH named as follows SYNAXUS. Contrary terms of business of our contracting partners or third party are only valid, if SYNAXUS specifically and in writing agrees to their validity.

If you do not agree with it, inform SYNAXUS immediately in writing. In this case we must reserve the right, to withdraw our offer, without any demands of any kind being made. Herewith we point out that we expressly contradict individual forms or terms of business

Conclusion of the contract and written form

We basically only enter a contractual obligation, if form and extent of performance and consideration have been laid down in writing by both parties. Later verbal changes and supplements only become effective, if they have been confirmed in writing afterwards. The same is valid for all declarations of intention, in particular objections, reminders and criticism within the scope of the contractual relations.

Both parties must reserve the right to contractual penalties in writing. This clause can only be imposed by special written agreement.

2. Provision of software

License and extent of use

SYNTAXUS transfers in the capacity as the legal owner the not further transferable and nonexclusive right to the customer by order or/ and in account of the use of specified software, and the documentation material indefinitely. With test versions and free program characteristics of every kind SYNAXUS reserves the right to limit or cancel the time of use, without any obligation to give account.

Contractual use is defined as: reading the instructions or data of a program by implementation at the terminal, by transfer out of memory units or data carriers into the agreed hardware for the purpose of the processing as well as creating a machine readable copy for the backup of data.

Application area, ability to perform as well as all other specific program characteristics determine themselves from the given user manual. The customer acquires the right, to use the software on as many workstations as are integrated in a local net, and as he has paid with his license-fee. The basic assessment for this is as shown in the appropriate invoice, number of licenses as well as, agreed special agreements (quantity scale, unlimited licensing etc.) As working stations in the net, this also applies to home working stations which belong to the net, temporarily attached portable computers as well as remote working places and virtual computers. If these are only used as backup for working stations which are integrated in the local net, no additional working place license is necessary. If the agreed number is exceeded, error free business will not be guaranteed. As simultaneous business use of the software on portable computers applies.

Trade mark rights third party

SYNTAXUS exempts the customer of all claims, that may be raised against him in connection with violation of copyright, of the software, patents, or other intellectual property rights, under the conditions that the customer informs SYNAXUS directly about all claimed breach accusation, the customer does not accept any suchlike claims without the permission of SYNAXUS that the customer allows SYNAXUS, to lead all negotiations and proceedings and, and give SYNAXUS the necessary support, whereby all negotiations and proceedings costs will be charged to SYNAXUS.

The above mentioned obligation is not applicable, when the author- and violation of patent law or other legal impairments can be ascribed to, the software or parts of the software being used with equipment or programs, which were not delivered by SYNAXUS respectively whose combined application was not agreed.

The former mentioned regulations control the total liability of SYNAXUS in combination with the breach of copyright, patent laws or other intellectual property rights.

In the case of already claimed or expected claims due to a breach copyright, patent laws or other intellectual property rights SYNAXUS can, at its own costs replace the equipment or programs, to avoid an infringement.. The performance of the software delivered by SYNAXUS must not be diminished by this.

When the use of the software or parts of it are barred by court order or when according to SYNAXUS a charge of trade mark infringement is pending SYNAXUS can with exclusion of all other rights of the customer in accordance with their choice and at their costs change programs so that they do not infringe on any trade mark rights; provide the customer the right, to continue to use the systems; replace the relevant programs with programs, which do not infringe on trade mark rights and that are either in accordance with the customer's needs or which are of equivalent value of the replaced programs; take programs or parts of them back and refund the customer (if applicable pro rata) the purchase price minus a reasonable amount for the use and depreciation reduced by the incurred damage which the customer had due to this.

Ownership copyrights and source code

The software provided for the customer remains inclusive of all documentation the property of SYNAXUS. SYNAXUS remains the owner of all copy and user rights of the program which the customer is provided with including the respectively corresponding documentation materials, also when the customer has changed or connected this with his own and/- or with that of a third person. By such changes or connections as well as the creation of copies the customer has to add an appropriate author's note.

A publishing of the source code needs an explicit agreement in written form about form and complexity of the publication as well as an additional payment.

Changes and upgrading of the program code, which will be carried out on the customer's demand and invoice pass into the ownership of SYNAXUS and can with the permission of the customer also be provided to other customers. The rights of use for the program improvement will be assigned to SYNAXUS. SYNAXUS hereby accepts the assignment.

A change in the program code by a customer is only allowed if SYNAXUS has previously approved it in written form. The approval can only be rejected when there is an important reason. With such changes the customer provides SYNAXUS with a copy of changes on a data carrier or in a print version with all necessary information. Utilization of the changed program version needs the permission of the customer.

If the customer or a third person uses the changed programs or others, which are not from SYNAXUS and thus the function of the system is affected, SYNAXUS is not liable for incurring defects.

Payment

For the use of our software for unlimited time the customer is obliged to pay a onetime license fee. The amount of the license fee is based on the current pricelist respectively according to the separately made agreement in accordance with the order or invoice.

The invoiced services are 100% pay in advance by the contractual conclusion. The invoice will be promptly handed over to the customer. All the other invoiced services in the contract are payable on delivery. Except when otherwise stipulated, the customer has to directly remit the payment to one of the company's bank accounts.

If the customer is 30 days in default with the due payment, the company is allowed, to charge default interest at the amount of 5% over the current effective base rate p.a.

Customer's Responsibilities

The provided programs as well as the documentation material are not allowed to be made available completely or partly to a third party where they are given the possibility of misuse.

The customer is not allowed to make any changes in any way to markers, copyright remarks and ownership details of SYNAXUS programs. The customer is subject to confidentiality of all programs-, documentations-, business data and program specific knowledge. Please note that only the papers that have been provided for the customer, not advertising brochures and their contents belong to this. He has to swear his staff to secrecy. This secrecy is also applies after discontinuation of the contract, whereas it is regardless of the contractual relationship and the reason for discontinuation. Moreover, the secrecy also includes a publication ban only in extracts of materials or quotation. A breach of the

secrecy is only allowed with permission from the company in written form.

The customer commits themselves to compensate SYNAXUS for any damage that has been caused due to breach of the above mentioned regulations or gross negligence at the maximal amount of the license price, apart from intentional acts.

3. Delivery, approval, guarantee, liability, confidentiality and data protection

Delivery dates and installation

The delivery is carried out within 2 working days by download. For the installation, a standard version of the delivered software is generally sufficient. An extension or adaption of the standard software is only carried out if there is a corresponding specification order in written form. The installation is carried out by the customer.

After the conclusion of contract SYNAXUS provides the customer with an exemplar of the newest, in general offered version of the license-product in object code per download. SYNAXUS reserves the rights to adapt the specification of the license products, e.g. to technical developments, legal amendments or future market demands.

An electronic version of the user manual will be provided. It will enable the user to learn about the program application as well as answer questions in this context. The user manual will remain the property of SYNAXUS and may only be used by customers in agreement with SYNAXUS.

In the case of loss of the software or the user manual, these can again be downloaded gratis.

SYNTAXUS guarantees the faultless running of the software, only on their approved hardware systems. The approval is valid when the program installation is on the customer's hardware system.

Guarantee

SYNTAXUS accepts responsibility for the guarantee for a period of 12 months from the moment when the handover takes place, under the conditions that the software in regard to its mode of operation is essentially the same as in the handbook, respectively, in the documentations.

For test versions and gratis program types of any kind SYNAXUS only guarantees, when this has been explicitly agreed in written form. Liability for a certain quality only exists when this has been explicitly agreed in written form.

SYNTAXUS points out, that it is not possible with the state of the technology, to construct computer software without any faults. The standard software will be checked by the customer directly after delivery and inform SYNAXUS about any apparent faults, in written form.

If a fault in the software, arises it is the customer's responsibility to inform SYNAXUS in written form, within two weeks. In the frame of the written notification of defects, the defects and their occurrence form have to be exactly described so that, it is possible to check the fault (e.g. presentation of a fault notification) and that a user mistake (e.g. instructions for the work steps) has been excluded. If the customer is a salesman, the supplementary regulations of the § 377 HGB for commercial law (trade law) inspection and rebuke obligation are applicable, also then, when a briefing in the working of the system was omitted.

If the notice of defect proves to be justified SYNAXUS will give the customer a suitable deadline for subsequent performance-rectification of the delivered or if requested delivery of a new defect free object. However SYNAX-US has the right to reject the chosen performance, when this can only be carried out at disproportional costs and when another type of subsequent performance has no significant disadvantages for the customer. Apart from this SYNAXUS can overall reject the subsequent performance when it is only possible to carry this out at unreasonably high costs.

To carry out the subsequent performance for the same or in directly linked defects, SYNAXUS has two tries within the customer's fixed deadline. After the second defective subsequent performance attempt, the customer can terminate the contract or reduce the license fee. The termination respectively right to reduce the fees can already be exercised after the first defective subsequent performance attempt when the second attempt within the fixed deadline is not acceptable for the customer. When the subsequent performance is rejected under the

above carried out, conditions, the customer is immediately entitled to termination of the contract respectively reduction of the fees.

Termination due to minor defects is not possible when a defect occurs which is the result of incorrect or not updated drivers, so the customer gives SYNAXUS the right to subsequently deliver a functioning driver within ten days of the notification to SYNAXUS.

Incompatibility between hardware and extras only allow conversion when a fault in the delivered hardware is found and no other extras from other manufactures are in use.

If it is really confirmed that a fault elimination is impossible or due to economic reasons unacceptable, SYNAXUS has the right to install an alternative solution, when this leads to a suitable solution of the problem.

SYNTAXUS doesn't give any warranty that it corresponds to the customer special software requirements, or with customers programs, or works together with the customer's existing hardware.

If the customer has made demands on the warranty and when it is clear that either no faults are present or the faults are not applicable to the warranty of SYNAXUS the customer by taking recourse from SYNAXUS, acts with intent and must compensate SYNAXUS for the expenses.

Liability and statutory period of limitation

SYNTAXUS is liable by intention and gross negligence in accordance with the legal regulations. By slight negligence SYNAXUS is only liable when there is a breach of duty, which makes fulfillment of the correctly carried out contract possible, its breach endangers the reaching of the contractual purpose and in which the contract partner constantly trusts.(cardinal duty) or in the case of default, or the impossibility is submitted. In the case of liability from slight negligence, this liability will be limited to such damage that is foreseeable, respectively, typical. This limited liability is valid in the case of slight negligence, also in the case of an initial inability on the part of SYNAXUS. Liability for the missing warranted quality, due to fraud personal injury, legal deficiency, in accordance with the product liability law is inviolable.

In the case of a claim on SYNAXUS it is reasonable to consider a joint fault with the customer especially when there are inadequate defective reports or inadequate data security. Inadequate data security is especially important when the customer has failed to make security measures in accordance with the present technical standard to avoid external influence especially against-computer virus and other phenomena that could endanger single data or a complete data base. For test versions and gratis program characteristics of every type SYNAXUS only takes liability, when this is explicitly agreed on in written form.

The statutory period of limitation will be limited to two years for non essential breach of contract.

Confidentiality, Data protection

SYNTAXUS and the customer commit themselves mutually to keep secret, all business- and company secrets for unlimited time and not to give this information to a third party or make use of it in any way. The documents, drawings and other information that the other contractual partner gets because of the business relationship may only be used within the frame of the respective contractual use.

The customer is committed to put a remark "confidential" on all confidential information.

4. End of Use rights

Return of property

After closing of contract, all property that we provided for the customer's use, especially the rented and leased hardware has to be returned whereby the transport and insurance cost are the responsibility of the customer.

Software

Regarding software, where the user has limited rights this has to be given back after closing of contract if the data carriers which belong to SYNAXUS have been installed, together with the data carriers. In addition they have to be deleted on the customer's data carriers and the deletion protocol given to SYNAXUS.

Documentation

All papers which belong to documentation-including source programs and development documentation-have to be given back together with all copies.

Complete return confirmation

On demand we have the right to a formal confirmation that all return rights have been entirely fulfilled in accordance with the contract.

5. Supplementary Provision

Choice of law, place of performance jurisdiction

Our entire business relationships with our customers are subjected to the laws of the Federal Republic of Germany. If this law is referred to foreign legal systems, these referrals are invalid. The application of the UN sales act (UNCITRAL) will be explicitly ruled out.

The place of delivery and performance is the place that has been contractually agreed upon as the agreed address, in case of doubt, Duisburg. Place of payment is the place stated on the invoice.

Jurisdiction for both parties is Duisburg however, SYNAXUS has the right at their own choice to lodge a claim to our partner`s jurisdiction.

If SYNAXUS contractual partner is not a full trader the legal regulations apply.

Collateral agreements are not carried out. Contract changes must be made in written form. This also applies to the cancellation of this clause.

Severance Clause

If individual clauses of these conditions of contract or alongside this individual completed agreements, are entirely or partly invalid, it does not affect the clause. The ineffective clause will be replaced by another one that comes as close as possible to economic purpose and is in itself effective.