

General Terms and Conditions of ProSign Process Design GmbH for deliveries, services and software licenses

1 Contractual basis

1.1 Scope

These Terms and Conditions are valid for all contractual relations and pre-contractual negotiations with our customers, no matter what kind and extend the service in ongoing or prospective business relations has.

1.2 Exclusivity

Our Terms and Conditions exclusively apply: Opposite Terms and Conditions of our contractual partners or third parties are only valid, if ProSign accepts them explicitly and in writing. If you should not accept that, please inform ProSign about that in writing. In this case, we are reserving the rights to withdraw our offer and no claims can be held against us in that case. We generally disagree with the note to own Terms and Conditions written on forms.

1.3 Conclusion of contract and written form

We generally only take a contractual obligation, if type and extent of the service and return service has been written down and agreed on from both sides. Oral changes and amendments will only become valid, if a written notes follows that oral agreement. The same is valid for declarations of intention, especially complaints, reminders and claims in the contractual relations. Penalties have to be in written form from either sides.

2 Transferring the software

2.1 License and scope of use

In its nature of being the holder of rights, ProSign grants the customer the non-exclusive right to use the software and documentation material specified in the order and/or in the invoice to use it for an indefinite period of time. The following is hereby defined as being usage in accordance with the contract: inputting instructions or data from a program by inputting it at the terminal, by transmitting from storage units or data carriers into the agreed hardware for the purpose of processing, as well as making a copy in machine-readable form to safeguard data.

The field of usage, performance as well as all of the other specific program attributes shall be determined solely from the manual attached to the program.

The customer shall acquire the right to use the software on as many workstations connected to one local network, as they have paid the license fees for.

The basis for calculating shall be the number of licenses quoted on the invoice as well as, where applicable, any special agreements (quantity scales, unrestricted licenses, etc.). Home workstations which belong to the network, portable computers which are occasionally connected to the network and remote workstations shall also be deemed as workstations on the network. If these merely act as a replacement for workstations which are connected to the local network, no additional workstation license shall be required for this. If the agreed number is exceeded, error-free operation will not be guaranteed. The use of the software on portable computers shall also be deemed as simultaneous operation.

2.2 Third-party property rights

ProSign shall release the customer from any claims raised against them in connection with the use of the software due to the infringement of copyright, patents or any other intellectual rights of ownership, provided

- the customer notifies ProSign about any charges of infringement which are made without any delay,
- the customer does not acknowledge any such claims without ProSign's consent,
- the customer shall permit ProSign to hold any negotiations and to institute any proceedings and ProSign shall provide the necessary assistance, whereby the costs of any negotiation and proceeding shall be at ProSign's expense.

The provisions above shall expire, if the copyright or patent infringement or any other infringements of rights refer to using the software or parts of it with devices or programs which were not delivered by ProSign and/or its combined usage was not agreed on.

The provisions above shall govern ProSign's overall liability in connection with the infringement of copyright, patent rights or any other intellectual rights of ownership.

In the event of any claims which have already been raised or which are expected due to an infringement of copyright, patent rights or any other intellectual rights of ownership, ProSign may change or replace the devices or programs at their own expense in order to prevent any infringement. The performance of the software system supplied by ProSign may not be reduced by this.

If the use of the software or parts thereof is prohibited by court decision or if, at ProSign's discretion, legal action is being threatened due to an infringement of industrial property rights, ProSign may, by excluding any other of the customer's rights and if they are choosing to do so at their own expense:

- amend the programs in such a way that they no longer infringe any industrial property rights;
- give the customer the right to continue using the systems;
- replace the concerned programs with programs which do not infringe any industrial property rights and which either are in accordance with the customers' requirements or are of the same standard as the replaced programs;
- take back the programs or parts thereof and reimburse the customer (where applicable, proportion) purchase price minus a reasonable sum for usage and the loss of value, reduced by the loss which the customer has incurred due to this.

2.3 Ownership and copyrights

The software which has been handed over to the customer, including all documentation, shall exclusively remain the property of ProSign. ProSign shall continue to be the holder of all copyrights and rights of use and enjoyment to the programs which have been handed over to the customer, including the documentation material which comes with it in each case, even if the customer changes it or combines it with their own programs and/or those of a third party. In the event of any such modifications or combinations, as well as when making copies, the customer shall add an appropriate copyright notice.

Any amendments and additions made to the program code, which are made as desired by and on account of the customer, shall become the property of ProSign and may be provided to another customer. The rights of use and enjoyment for the improvements to the program shall be assigned to ProSign. ProSign shall hereby accept the assignment.

A change in the program code by the customer shall only be permissible after prior consent has been obtained from ProSign. Consent may only be refused on important grounds. The customer shall provide ProSign with information on such amendments and a copy of the amendment on a data carrier or in printed form, together with all of the necessary information. The utilization of the amended version of the program shall require the customer's consent.

If any programs are used which have been amended by the customer or by third parties or any other programs which have not been obtained by ProSign and the functioning of the system is adversely affected by this, ProSign shall not be liable for any loss which arises.

2.4 Payments

The customer shall be obliged to pay a one-off license fee for using the software for an indefinite period. The amount of the license fee shall be guided by the current price list or by separately concluded agreements according to the order or invoice.

50 % of the charged services are to be paid after contract conclusion and 50 % are due at delivery. All other services charged in the contract are due at delivery. If no other agreement has been made, the customer shall immediately transfer the payment on ProSign's bank account.

If the customer should have a delay in payment of more than 30 days, ProSign has the right to charge interest for delay, which is 5 % above the effective base interest rate p.a.

2.5 Customer's duty

The programs which have been handed over as well as the documentation material may neither be wholly nor partially made accessible to any third parties where there is an indication that it may possibly be misused.

The customer may not change any of ProSign's labels, copyright notices and details of ownership on the programs in any form.

The customer shall keep all program, documentation, operational records and program-specific know-how secret from outsiders. This shall only include those documents which have been made accessible to the customer in fulfilment of this contract, however, not advertising brochures and their content. The customer shall oblige its employees to maintain appropriate secrecy. This duty to maintain secrecy shall also be applicable beyond the term of the contract, whereby it shall be irrespective of whether the contract has been prematurely terminated for any reason. Moreover, the duty to maintain secrecy shall also cover a publishing ban on extracts from materials or quotations. The breaching of the duty to maintain secrecy shall only be permissible with ProSign's prior written consent.

The customer shall be obliged to reimburse ProSign for any loss which has arisen due to the infringement of the above provisions in the event of gross negligence for a maximum of the sum of the license price, in addition to where a willful act has been committed.

2.6 Termination

ProSign may terminate the contract with immediate effect if the customer falls into arrears with the agreed payment of the license fee for longer than two months and/or the customer - after a written warning - keeps breaching one of the provisions of these General Standard Terms and Conditions or any other individual provisions of the contract

The customer shall only be entitled to terminate this contract due to a statutory delay in performance on the part of ProSign or due to defects which cannot be remedied if ProSign has not fulfilled its obligations and if it has warned ProSign beforehand in writing and a reasonable period of time has elapsed in which the breach of contract, which was the subject of the complaint, has not been remedied.

Within a period of five days after the license ends, the customer shall destroy any program copies and materials which come with it, including any amended or combined programs, provided that these do not have to be kept on the basis of statutory provisions. The customer shall confirm ProSign in writing within 30 days, without being requested to do so, whether they have been destroyed or kept on the basis of statutory provisions. In addition, they shall grant ProSign the right to check that this provision is being complied with.

3 Software extension and adjustments

3.1 Handling

ProSign shall expand and adjust the software supplied as specified in the order.

If the parties have not explicitly made any other agreement, the customer shall explain their requirements of the software in an appropriate description and will send it to the contractor ProSign in written form and in time.

The customer shall provide ProSign with any information which is necessary for making the software in a clear, written form and shall also explain this orally if ProSign desires.

If the customer establishes that any analyses of requirements, functional specification or performance description are not in accordance with the requirements which the customer actually demands, they shall point this out to ProSign in writing without delay and shall put forward alternative suggestions. The parties shall then jointly decide whether to add to or amend the requirements. The customer shall perform all of their duties to cooperate, mentioned herein, free of charge.

If ProSign establishes that any details or information provided by the customer are incorrect, incomplete or are not suitable for carrying out the order, ProSign shall point this out to the customer in writing without delay. The customer shall immediately decide upon any amendment which arises during the development process of the software.

Following the conclusion of the contract, without delay, each party shall give the other party the name of a competent person who shall be authorized to make decisions in connection with the software being developed.

3.2 Requests for change

As long as the software has not yet been supplied by ProSign, the customer may request that the requirements shall be changed, as long as the change requested is reasonably proportionate to the total order and is based upon practical considerations in writing at any time. ProSign shall accept this request for change unless this is unreasonable for ProSign because of the company's specific situation.

If such a change, requested by the customer, results in the contractual balance being affected more than insignificantly regarding the service and consideration, then without delay, the contracting parties shall arrange for the contractual provisions concerning the fundamental content of the contract to be adjusted in writing (in particular payment, delivery time etc.).

If the parties should not reach an agreement within four weeks after receipt of ProSign's requested change, the order shall be carried out without taking into consideration the requested change.

4 Delivery, acceptance, warranty, liability, confidentiality and privacy policy

4.1 Delivery, deadlines and installation

Delivery dates and delivery times shall generally be non-bindingly used as temporal orientation unless they are expressly agreed upon as being fixed dates in writing.

Generally, a standard version of the supplied software shall be installed. The standard software shall only be expanded or adjusted if this has been accordingly specified in the order in writing. It shall be installed in agreement with the customer. Following the conclusion of the contract, the customer shall appoint a contact person in writing and without delay.

Following the conclusion of the contract, the customer shall hand over to ProSign any documents in which ProSign can see the actual

configuration of the hardware/operating system platform which the customer is using without delay. If ProSign establishes that the configuration should be changed, then this change shall be made prior to the software being installed at the customer's expense and risk. The customer shall be obliged to take any action to collaborate within the implementation of the software. In particular, this shall include accessibility of the hardware, as well as providing test data free of charge and computing time in accordance with ProSign's requirements and providing a competent employee free of charge to carry out the required tests and/or check for adaptations.

Following the conclusion of the contract, ProSign shall provide the customer with a copy of the latest version of the licensed product which is generally being offered by ProSign in object code on an appropriate data carrier to the address indicated as being the address for delivery. ProSign shall reserve the right to adjust the specifications for the licensed product, f. e. to technical developments, changes in law or future market requirements.

A copy of the operating manual shall also be supplied in electronic form. It shall be used to learn how to operate the program as well as to answer any questions in connection with this. The operating manual shall remain property of ProSign and may only be used by the customer for the agreed use.

ProSign shall only guarantee proper running of the software on the hardware systems which they have approved. Approval shall be deemed to have been given when the program had been installed on the customer's hardware system by ProSign.

4.2 Acceptance

After installation and testing, ProSign shall notify the customer in writing that the parts of the software which have been expanded and/or adjusted are fully functioning and demands the customer to accept it.

Consequently, the customer may test the software. In the event that it is able to be accepted, without delay, however, at the latest within 30 days after being notified in writing by ProSign, the customer shall declare its acceptance in writing to ProSign.

If the customer has not accepted the software in that given period of time, it still counts as accepted.

Decisive for the expiration of time is the date on which the customer receives the letter. If the customer pays the compensation after implementation of the delivered software without complaints, this is equivalent to an acceptance of the software.

The acceptance cannot be denied because of insignificant defects.

The customer is responsible for fulfilling copyright requirements during usage of the delivery at the place of application. Missing copyright requirements do not entitle the customer to refuse acceptance.

4.3 Guarantee

For a period of 1 year starting on the date the software is handed over, ProSign shall guarantee that the software is mainly in accordance with the description given in the manual or the documentation with regard to the way it functions. Liability for a certain nature shall only exist if it was agreed on in written form. ProSign's liability against the customer, who are consumers, stays untouched from the aspect of paragraph 433, section 1, No. 2 of the German Civil Code.

ProSign shall point out that it is impossible to develop state of the art computer software that is completely free of errors.

The customer shall test the standard software immediately after delivery and immediately notify the seller about obvious errors in writing.

If an error occurs in the software, the customer shall be obliged to notify this to ProSign in writing within two weeks. Within the written claim, the

defect and its appearance shall be described, so checking the defect (f. e. submitting the error message) can be conducted and an operation error (f. e. indicating the task) can be excluded.

If the claim appears to be justified, the customer shall set an acceptable period of time for supplementary performance. The customer notifies ProSign about what kind of supplementary performance, improvement of the delivered or delivering a new, error-free product they wish. ProSign, however, has the right to deny the chosen supplementary performance, if it would cause disproportionate costs to them and if the other kind of supplementary performance would not bring considerable disadvantages for the customer. ProSign can also deny a supplementary performance in general, if it would only be realizable with disproportionate costs.

To conduct the supplementary performance for the same or a directly connected claim, ProSign shall have two attempts in the period of time given by the customer. After the second attempt for supplementary performance has failed, the customer can terminate from the contract or lower the license fee. The right to withdrawal or reduce the price can already be performed, if the first attempt was unsuccessful and the second attempt is unreasonable for the customer within the set period of time. If a supplementary performance has been denied under the above mentioned requirements, the customer is immediately allowed the right to withdrawal or reduce the price.

A withdrawal because of an insignificant claim is not accepted.

ProSign has the right to install a fallback solution, if debugging is actually impossible or unacceptable because of economic reasons and if this leads to a usable solution to the problem.

ProSign does not provide warranty that the software corresponds to special requirements of the customer or works together with programs of the customer or existing hardware at the customer, unless the special requirements or usage wishes have been agreed in writing.

If the customer has used ProSign for a warranty cast, and it appears that no defect exists or ProSign is not obliged to warrant the defect, the customer has to reimburse ProSign for their efforts, if their claim was demanded grossly negligent or intentionally.

The customer will check the EDP-system for the functionality of data backup and will record this in writing immediately after ProSign has conducted an installation, elimination of defects, maintenance or other procedures.

4.4 Training

Trainings can be demanded from ProSign within an individual agreement. The costs for trainings will be borne by the customer, provided no other agreement has been made.

The training will take place in the training rooms of the customer, if no other written agreement has been made.

If the training takes place at the customer's office, they have the obligation to provide sufficient and necessary technical equipment for the training for free.

Training participants already have to have basic knowledge in personal computing. If within the training accommodation expenses or other expenses arise for ProSign, these expenses have to be refunded by the customer upon appropriate proof. Travel expenses will be refunded by the customer upon appropriate proof.

4.5 Limitations of liability and of actions

ProSign is liable when acting with intent and gross negligence within the statutory provisions. For slight negligence ProSign is only liable, if essential contractual obligations (cardinal duties) are being infringed or a case of delay or impossibility prevails. In case of slight negligence, this liability will be restricted to defects, which are predictable and/or

typical. This limitation of liability applies when liable because of slight negligence and also in case of initial inability on ProSign's side. Liability because of missing but assured features for reasons of fraud, personal damage, and defects of title within the Federal Data Protection Act stays untouched.

In case of claiming liability from ProSign, comparative negligence of the customer has to be considered, especially if either error messages or data backup was insufficient. Insufficient data backup prevails, especially if the customer has missed to do proper, state-of-the-art protection measures against external influences, especially against computer viruses and other such phenomena, which could jeopardize single data or the whole database.

The statutory limitation period for any non-essential breaches of contract shall be limited to two years.

4.6 Confidentiality, privacy policy

ProSign and the customer mutually agree to keep any business and trade secret of the other party and not to give these information to third parties or to use them in any other form for an indefinite period of time. Documents, drawings and other information, which the other contractual partner has received because of the business relation, they can only use within the contractual agreement.

The customer is obliged to mark all confidential information with the note "confidential".

5 Rights after usage ends

5.1 Return items

After the termination of the contract, any items which we have handed over to our customers for their use, in particular, any hired or leased hardware shall be sent back to ProSign, whereby the costs of transportation and insurance shall be borne by our customers.

5.2 Software

For software for which the right of use is restricted, the customer has to return all data carriers on which the software has been installed and which belong to ProSign, and furthermore delete the installed software on the customer's data carriers and hand over the deletion report to ProSign.

5.3 Documentation

All documents belonging to the documentation, including any source programs and development documentation have to be returned as originals as well as any copies.

5.4 Confirmation of returned items

Upon request, ProSign shall be entitled to formal confirmation that all obligations to return items have been completely fulfilled in accordance with the contract.

6 Incidental provisions

6.1 Choice of law, place of performance and court of jurisdiction

All of our business relationships with our customers shall exclusively be subject to the law of the Federal Republic of Germany. If this law refers to foreign legal systems, any such references shall be invalid.

The place of performance for deliveries and services shall be the place that is contractually agreed as being the address of performance and in case of any doubt, ProSign's office. Place of performance for payments is the indicated payments office stated on the invoice. The court of jurisdiction for both parties shall be ProSign's office, however, ProSign shall be entitled, if choosing so, to file their own claims to their partner's

court of jurisdiction. If ProSign's other party to the contract is not a registered trader, the legal regulation shall be applicable.

6.2 Severability

Should any of the individual clauses of these contractual terms or in addition, any individual agreements that may have been concluded, be wholly or partially invalid, this shall not affect the validity of the rest of the clauses. The invalid clause shall be replaced by another one that comes closest to the financial purpose of the invalid provision and shall itself be valid.