

General Part

1. Scope

- 1.1 These General Terms and Conditions apply solely to companies, legal entities under public law or special funds under public law in terms of § 310 paragraph 1 BGB (hereinafter referred to as "Customer"). Any terms and conditions conflicting with or deviating from these Terms and Conditions shall not apply unless Beta Systems has explicitly consented to the application thereof in writing.
- 1.2 The Terms and Conditions may be composed of the General Part as well as provisions contained in a Specific Part (eg. specific terms and conditions for service contracts). The Basic and/or Main Agreement defines which regulations apply. In case of conflicting regulations the order of priority shall be as follows: 1. Regulations from the Basic and / or Main Agreement, 2. Regulations from the Specific Part of the Terms and Conditions of Beta Systems DCI Software AG, 3. Regulations of the General Part of the Terms and Conditions of the Beta Systems DCI Software AG.

2. Offer and contract conclusion

Orders can be accepted by Beta Systems within 10 days. Commencement of performance and/or delivery by Beta Systems within the aforementioned period shall also be deemed as Beta Systems' acceptance of the order.

3. Provided documents

All offers and cost estimates, illustrations, drawings, calculations, brochures, catalogues, models, tools and other documents or devices handed to the Customer are subject to the property rights and copyright of Beta Systems. The Customer is not entitled to make these objects as such or their content available to third parties without Beta Systems' express consent. The Customer cannot publish the objects or use them directly or through third parties and the objects cannot be copied without Beta Systems' consent. The Customer must return the objects and possible copies completely if Beta Systems requests this, if they are no longer required for an orderly course of business or if the negotiations did not lead to the closing of a contract.

4. Prices and Payment

- 4.1 All prices are net prices excluding the applicable rate of value added tax. They are quoted in euros ex works and are exclusive of packing, transportation, handling costs, customs duties or other public fees. These costs and fees will be invoiced separately.
- 4.2 All invoice amounts have to be paid without any deduction no later than 10 days after receipt of the invoice. Payments are only valid once Beta Systems receives them. Checks are only valid after they have been cashed without reservation. The deduction of cash discounts requires a separate written agreement.
- 4.3 The customer shall be entitled to set off claims only if his counterclaims are legally enforceable or have not been disputed by Beta Systems.
- 4.4 Beta Systems has the right to deliver outstanding goods and services upon prepayment or payment of a security deposit, if circumstances become known to Beta Systems which endanger Beta Systems claims due to limited liquidity on the side of the Customer.

5. Deliveries and delivery time

- 5.1 Beta Systems can at its option deliver the objects in digital format on data carriers or online only including documentation, if the order of the Customer is for Software only. Beta Systems has the right to make the documentation available online only, even if the software is delivered on a data carrier. The Products will be delivered to the address indicated in the Basic and / or Main Agreement or to the delivery address communicated by the Customer. The Customer

must report damages and losses during shipment, wrong deliveries or incomplete deliveries immediately in writing, at the latest however within one work day after identification. Beta Systems does not owe the installation or customization of software. The installation or customization of the software are subject to a separate agreement.

- 5.2 Software documentation is delivered at Beta Systems' option either in English or German. Documentation in other languages, if available, is provided for an additional fee. The customer is obliged to ascertain whether country-specific laws prescribe the mandatory delivery of documentation in the national language, or if there are any other mandatory requirements regarding the linguistic specifications. The customer is obliged to inform Beta Systems thereof. If the customer violates this duty he will indemnify Beta Systems from any resulting fines, administrative fines, damages or other expenses / costs.
- 5.3 The alpha numeric codes required for the use of the software (such as execution keys, license strings or LICX files) will be sent to the Customer within 10 days after receipt of full payment. The Customer receives temporary keys or license strings when signing the contract. They are limited to 30 days and can be revoked at any time.
- 5.4 Time limits and dates for goods and services are always approximate, as long as no fixed time limits or dates have been agreed to.
- 5.5 Beta Systems will inform the Customer immediately about any delay - if the delay is not only temporary -, in cases such as force majeure and for other events, such as operational disorders, difficulties in procuring material or energy, transport delays, strikes, legal lockouts, scarcity of manpower, energy or raw material, regulative measures or lack of delivery, incorrect or late delivery of Beta Systems' suppliers, as long as Beta Systems is not responsible for the circumstances and if they make the delivery of goods and services significantly more difficult or impossible. The delivery and service time limits will be extended or the delivery and service dates will be moved by the time of the delay plus a reasonable start-up time for delays of temporary duration. The customer can withdraw from the contract through an immediate written statement after he receives the message concerning the expected duration of delay, if, in due consideration of the agreed upon service and delivery dates and the common interests of both parties, the Customer cannot be expected to accept the goods and services under the condition of an unreasonable delay. Statutory rights for withdrawal from the contract for neglect of duty remain unaffected.
- 5.6 The regulations of item 5.5 apply accordingly for difficulties arising from obtaining the necessary regulatory approvals, especially export and import licences, if Beta Systems has taken over this task as an exception. Beta Systems assumes the accuracy of information - without verification - provided by the Customer for obtaining an import or export licence. The Customer must reimburse Beta Systems' expenses in case he provided incorrect information.
- 5.7 Beta Systems liability is limited in accordance with item 9 of these terms and conditions, if Beta Systems is liable because of unenforceability or due to the delay of goods and services deliveries. Reasonable partial deliveries are permissible without special agreement. Each partial delivery is considered a separate transaction.
- 5.8 The customer will strictly comply with all applicable import and export regulations for goods and services, particularly those of the United States. The customer has the responsibility to handle legal or regulatory proceedings in connection with cross-border deliveries or services, except as otherwise expressly agreed.

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6. Fulfillment, shipping, packaging

- 6.1 The place of fulfillment with respect to the contractual relationship is Berlin, if not specified otherwise.
- 6.2 The type of shipping and packing is determined by Beta Systems at its sole discretion.

7. Warranty Claims

- 7.1 The agreed quality of the delivered objects is determined exclusively by Beta Systems' product descriptions or specifications, the respective documentations or, if existent, the cover letter. Public statements, promotion and advertisements don't represent contractual quality information.
- 7.2 The Customer must install the software delivered by Beta Systems immediately and test it for its functionality and for deficiencies. The customer has to report defects in writing immediately, but no later than 1 work day after discovery, if the defect is discovered later within the warranty period. The defect must be described in a comprehensible format.
- 7.3 In the event, that the return of the deliverables is necessary, Beta Systems will reimburse the cost of the most inexpensive shipment provided that the notice of defects was justified. This only applies, if the cost did not increase due to the fact that the delivered objects are at a different location than the original delivery address, unless the transfer to a different location is consistent with the intended usage of the delivered object or was agreed with Beta Systems beforehand in writing.
- 7.4 Beta Systems is obligated to rectify the defect at its choice by subsequent improvement or replacement within a reasonable time frame, if defects of the delivered objects and/or software nullify the usability of these for common or contractually agreed purposes or reduce these. The subsequent improvement can also be achieved at Beta Systems' choice by delivering a workaround with an equivalent functionality. Beta Systems is allowed at least two subsequent improvement efforts. In case of a failure, the client can at his choice either reduce the purchase price or withdraw from the contract. A withdrawal is excluded in case of insubstantial deviation from the use intended under the contract, in case of slight impairment of serviceability, normal wear or for any claims resulting from excessive use, improper production facilities or due to other external influences and other causes beyond Beta Systems' control. For defects of standard software of other manufacturers delivered by Beta Systems, which cannot be repaired by Beta Systems for licensing or other reasons. Beta Systems will, independent of its own liability, at its choice exercise its claims based on defects against manufacturers or suppliers of standard software on behalf of the client or will transfer its claims to the Customer.
- 7.5 The Customer has the obligation to support Beta Systems to the greatest possible extent in removing the defect, especially by providing required information and, if required, making error and console reports available.
- 7.6 The liability for defects is not applicable, if the Customer modifies the delivered object or has it modified by third parties without Beta Systems consent, unless the Customer can show that the respective defect is not caused by the modification and that the defect resolution will not be made impossible or unacceptable by the modification. This is also true for unauthorized use with third party hardware or software or use of the delivered objects, which is not contractual and/or appropriate. In any case, the Customer must cover the additional cost for removing the defects caused by the modifications.

7.7 The defect claims are valid for 12 months. The statute of limitation starts with the date at which Beta Systems completed the delivery duties.

7.8 Any further claims are excluded except in case of fraudulent intent, in case Beta Systems has given a guarantee for a specified quality of the products or parts thereof or in case of willful intent, gross negligence, injury to life, limb and health as well as in the case of a liability according to the German Product Liability Act.

8. Industrial property rights

8.1 Beta Systems is liable for the violation of third party rights only if the delivered goods and services are used as specified in the contract, in particular in the environment of use as agreed upon. Should a third party file a claim based on infringement of a copyright or other industrial property rights or competition law against the Customer, the Customer will inform Beta Systems without undue delay.

8.2 If Beta Systems violated the rights of a third party, Beta Systems may choose at its option and at its expense to either

- a) procure the right for the Customer to use the contractual performance,
- b) modify the contractual performance to make it non-infringing;
- c) or, if these alternatives are not commercially reasonable, end the services or the license for the applicable program less a reasonable amount for use. The Customers' interests are adequately taken into account.

For damages and reimbursement of expenses clause 9 applies accordingly.

9. Liability

9.1 Beta Systems is liable to the customer

- a) for intent and gross negligence, also by their legal representatives and agents
- b) under the German Product Liability Act and
- c) for damages resulting from injury to life, limb or health by Beta Systems or its legal representatives or agents.

9.2 Beta Systems is not liable for damages caused by slight negligence, unless this negligence concerns the breach of essential contractual duties (cardinal obligations). An essential obligation is an obligation whose fulfillment is a prerequisite for the proper execution of the agreement, the violation of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely. In this case the liability of Beta Systems shall, however, be limited to the typical losses foreseeable when the agreement was concluded. This also applies to lost profits or savings. The liability for consequential damages is excluded. For each claim, the liability is limited to 50 % of the value of the respective contract without maintenance or support / service, however, the maximum limit shall be the amount covered by the product liability insurance or liability insurance of Beta Systems.

9.3 For the loss of data, Beta Systems shall be liable only if the customer has backed up his data at adequate intervals in a suitable form, so that it can be recovered at a reasonable cost. Beta Systems is not liable for damages which result from the fact that the Customer interrupts or withdraws the usage of the software,

9.4 The above listed regulations are also valid for Beta Systems' organs, legal representatives, employees and other agents and assistants.

9.5 Claims for damages due to deficiencies are valid for one year. This does not apply if Beta Systems acted with fraudulent or willful intent or gross negligence.

9.6 For reimbursement of expenses and other liability claims of the customer against Beta Systems 9.1 and 9.2 are valid accordingly.

10. Confidentiality

The Parties formally agree to treat all information disclosed under the Basic and / or Main Agreement and these General Terms &

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Conditions concerning internal matters of the other Party and the subject of the Agreement as strictly confidential. This is also true for the content of these Terms and Conditions and the Basic and/or Main Agreement, especially its conditions. The Parties shall only make confidential information accessible to their employees, representatives or authorized agents to the extent necessary for the fulfillment of the Basic and / or Main Agreement and these General Terms & Conditions. Furthermore, the Parties will also obligate their employees, representatives or authorized agents to treat as confidential all information about internal matters concerning the other party. This obligation is valid for a further period of three years after the Basic and / or Main Agreement has ended.

11. Final Provisions

- 11.1 Beta Systems is entitled to indicate the name of the Customer and characterize him as such, as part of marketing activities, marketing documentation and other publications, especially publications with advertising content. Beta Systems has the right to report benchmark data of the contract as part of its legal obligations for stock exchange publication.
- 11.2 The sole place for jurisdiction for all disputes directly or indirectly arising from the parties' business relationship shall at Beta Systems' choice either be, Berlin or the registered office of the Customer. Berlin is the exclusive place of jurisdiction for any claims against Beta Systems. Compulsory legal regulations for exclusive jurisdictions remain unaffected.
- 11.3 The relationship between Beta Systems and the client is exclusively subject to the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 11.4 Changes of or amendments to these Terms and Conditions and to the Basic and/or Main Agreement, including the written form requirement set forth in this clause, must be in writing.
- 11.5 If one or more provisions of these Terms and Conditions or the Basic and / or Main Agreement are or become invalid or void, the validity of the remaining provisions shall remain unaffected thereof.