

General Terms and Conditions for the Software of VIDEOR E. Hartig GmbH (hereinafter referred to as Videor) for the Provision of Standard Software (Software GTCB)

valid as of 1 January 2007

1. Scope of application

- 1.1 These General Terms and Conditions apply in addition to the General Terms and Conditions of Videor to the provision of software (purchase of software) for an unlimited period of time. If software is provided for use as an integral part of a delivery of related hardware or in connection with such a delivery, these Terms and Conditions are applicable if a breach of duty or defective performance was caused by the software; the General Terms and Conditions of Videor apply to the hardware exclusively in other respects.
- 1.2 Insofar as these Terms and Conditions do not contain any provisions, the General Terms and Conditions of Videor are applicable which are available on the website www.videor.com. We will be pleased to send the General Terms and Conditions of Videor to customers upon request.
- 1.3 Videor assumes no obligation to provide software services, to maintain software or to set-up and install software with these Terms and Conditions. This requires a separate agreement.
- 1.4 In addition, Videor has no obligations whatsoever during any trial period granted to the customer free of charge in which he may evaluate the software before purchasing it.

2. Subject matter of the contract

- 2.1 The nature and the fields of application of the software are defined solely in the product description and in addition in the operating instructions, unless otherwise individually agreed.
- 2.2 The software is supplied exclusively in an executable form (object code) with operating instructions in the language stated in the product description and installation description; no further documentation shall be provided, unless expressly otherwise agreed. The operating instructions and installation description can also be provided electronically, in particular by the possibility of retrieving these online.
- 2.3 The software is supplied by providing a data carrier or, insofar as agreed or requested by the customer, by downloading it from the Internet via a link provided by Videor.

3. Excluded fields of application for software

Attention is expressly drawn to the fact that, unless expressly agreed otherwise in an individual case, the software was not developed nor planned nor produced for use in dangerous fields of application which require fault-free operation to prevent bodily harm, death or an impairment to health or damage to the environment. The software is not suitable for use in, or in connection with, energy power stations, air traffic navigation or communications, air traffic control, any other traffic control, for the operation or monitoring of medical or other vital or life-supporting or life-maintaining equipment, weaponry or similarly dangerous fields in which faults in the product can directly or indirectly lead to death, physical impairments or impairments to the health of persons or to serious physical or biological or ecological damage ("high risk activities").

4. Rights of use

- 4.1 The software (program, product description and operating instructions) is legally protected. Copyrights, patent rights, trademark rights and all other ancillary copyrights to the software and to other objects which Videor provides or makes accessible to the customer in the course of the initiation and implementation of the contract are exclusively due to Videor in the relationship between the parties. Insofar as third parties have rights, Videor has acquired or licensed the required rights of use and exploitation.
Upon payment in full, Videor grants the customer the right to use the software to the extent defined in the contract. Unless the field of software application is otherwise agreed, this right includes a simple right of use to operate the software at a workstation on a computer unit (simple licence) for an unlimited period. Thus the customer is authorised to install, load and execute the software on the maximum number of workstations agreed for the agreed duration of the right.
- 4.2 Every computer unit with a CPU is deemed to be a computer. Use in a network is permitted only if expressly agreed (multiple/multi-station licence), whereby the maximum number of simultaneous users shall be defined. This also applies if the software is not reproduced within the network. Use of the software through

the provision thereof to third parties via remote data transmission, particularly in the form of Application Service Providing (ASP), is not permitted unless expressly agreed.

- 4.3 Simultaneous use of the software on more than the agreed number of workstations (excess use) is prohibited. The customer is obliged to immediately notify Videor of any excess use. For the period of excess use, i.e. from the beginning thereof until the conclusion of an appropriate agreement or until cessation of the excess use, the customer is obliged to pay compensation for the excess use which shall be charged for the proportionate period of time at double the price of the software used according to the price list valid at the time of the breach of the contract, whereby the parties shall take a 3-year straight-line method of depreciation as the basis for calculating the compensation. This is without prejudice to the assertion of a claim for further damages in addition to the contractual penalty. The customer is free to furnish proof that less damage occurred.
- 4.4 The customer may transfer the right of use to the software to a third party if he completely ceases use himself, particularly if, upon transfer of the right, he deletes, destroys or hands over to the third party any and all documentation, copies etc. Insofar as a multiple/multi-station licence was granted, this may only be transferred as an entirety. Any transfer of individual workstation authorisations under a multiple/multi-station licence results in an unagreed expansion/intensification of the use of the software and is thus expressly prohibited. Clause 4.3 applies accordingly. Sub-licensing is prohibited.
- 4.5 In the event that the right of use is transferred to third parties, e.g. in the course of reselling, the customer shall inform Videor of the name and address of the recipient and draw the recipient's attention particularly to clause 3 (no high risk activities) and to the scope of the license pursuant to this clause 4.
- 4.6 Videor is entitled to take appropriate and effective measures to prevent prohibited reproductions or other unauthorized use. Videor shall draw attention to such measures in the product description prior to conclusion of contract. In particular, Videor is authorised to make the usability of the software contingent on the use of uniquely marked hardware (e.g. dongle/hardlock), which means that, technically, the software can be used only in conjunction with this hardware component. Videor is also authorised to make the usability of the software contingent on the prior personalized registration of the user via an online registration system operated by the software producer. The rights of the customer under Section 69 d (2) and (3) and Section 69 e UrhG [German Copyright Act] remain unaffected.
- 4.7 The rights granted are subject to the condition precedent that the purchase price is paid in full.

5. Customer's duties to cooperate

- 5.1 The customer is responsible for ensuring that programs and data are saved on a regular basis. The customer shall take adequate precautions in the event that the program fails to work completely or partly (e.g. by data back up, fault diagnosis, regular checking of results). He is responsible for ensuring that the work environment of the program is operating. If the customer acts in breach of these obligations, Videor shall not be liable if damage is caused as a result thereof. In particular, Videor shall not be liable for the recovery of lost or damaged data or programs.
- 5.2 The customer is obliged to refrain from any and all use of the software in high risk activities (clause 3).

6. Defects in title

- 6.1 Claims based on defects in title are governed by clause 8 of the General Terms and Conditions of Videor and the following clause 7 of these General Terms and Conditions for Software.
- 6.2 The customer shall immediately notify Videor in writing if third parties assert proprietary rights (e.g. copyrights or patent rights) against him. The customer shall not recognise the infringement of the proprietary right asserted by third parties and shall leave any and all disputes, including any out-of-court settlements, either to Videor or conduct such only after consulting Videor. Videor shall pay the necessary court and lawyers' fees incurred by the customer as a result of defending rights. Insofar as the customer is responsible for the infringement of the proprietary right himself, claims against Videor are excluded.

7. Defects in quality

- 7.1 A warranty period of 12 months is granted for the software. This does not apply to the right of recourse under Section 478 BGB [German Civil Code].
- 7.2 Only proven and reproducible deviations from the specification when using the software in accordance with the contract are deemed to be defects which are not defects in title. A defect is not considered to exist if it does not arise in the last version of the software supplied and the customer can be reasonably expected to use such.
- 7.3 The customer is obliged to immediately examine all items supplied by Videor after delivery in accordance with provisions under commercial law (Section 377 HGB [German Commercial Code] and to immediately notify Videor in writing of any defects. The defect and the respective data processing environment must be described as exactly as possible in such notification. Further requirements pursuant to Section 377 HGB remain unaffected.
- 7.4 Claims based on defects are not deemed to exist
- in the case of damage occurring as a result of faulty or negligent treatment by the customer,
 - for consequences arising from alterations made by the customer or third parties,
 - for software which was expanded by the customer or a third party beyond an interface provided for this purpose by Videor or the software manufacturer, if the defect is based on this,
 - if the software provided is not compatible with the data processing software used by the customer, unless expressly described as compatible in the product description or operating instructions.
- 7.5 If the software has a defect, Videor shall initially be given the opportunity of rendering subsequent performance within a reasonable period. Videor has the option of choosing whether to render subsequent performance by rectifying the defect (subsequent improvement) or by supplying a replacement.
- 7.6 Unless Videor chooses any other kind of subsequent performance, subsequent performance shall be effected by rectifying a software defect as follows:
- 7.6.1 Videor shall provide a new revision level (update) or a new version (upgrade) of the software as a replacement for use as appropriate if available at Videor or if this can be obtained with a reasonable amount of effort. Otherwise the defect shall be rectified at the old revision level.
- 7.6.2 Until provision of the update or upgrade, Videor shall make an interim solution available to the customer to bypass the defect if the continuance of the defect is unacceptable for the customer, for example because he is no longer able to process urgent tasks as a result of the defect.
- 7.6.3 If a data carrier or the documentation supplied is defective, Videor shall replace these with a substitute which is free from defects.
- 7.6.4 At the option of Videor, the defect shall be rectified on the premises of Videor or on the customer's premises. Should Videor choose to rectify the defect on the customer's premises, the latter shall make the hardware and software and any other necessary operating states (including the required computer time) available with suitable operating personnel. In addition, the customer shall also provide to Videor the documents and information at its disposal required to rectify the defect.
- 7.7 If the subsequent performance fails, the customer may cancel the contract or reduce the remuneration – irrespective of any claims for damages based on the General Terms and Conditions. The customer only has a right of cancellation and a claim for damages instead of performance based on non-performance or performance not rendered as owed in the event of serious defects.
- 7.8 Where a notice of defects has been given, the customer may only retain payments to an extent which bears a reasonable relation to the defects that have arisen.
- 7.9 Where a notice of defects has been wrongfully given, Videor is entitled to demand that the customer refunds the expenditure incurred to examine the defect. In particular, Videor may demand the additional costs incurred as a result of a modification of the software, use thereof outside the prescribed environment or incorrect operation thereof. The burden of proof lies with the customer. Section 254 BGB [German Civil Code] applies mutatis mutandis.
- 7.10 In other respects, clause 9 of the General Terms and Conditions of Videor applies to claims for damages. Any further claims of the customer against Videor or its vicarious agents are excluded.

8. Secrecy, Data Protection

- 8.1 The subject matter of the contract, records and documents, proposals, test programs etc. of Videor which are made accessible to the customer prior to or after conclusion of contract are considered to be intellectual property and a business or trade secret of Videor and must be kept secret in accordance with the following provisions shown in this clause 8.
- 8.2 The parties to the contract undertake to treat as confidential all objects (e.g. software, documents and records, information) which they receive from the other party respectively or gain knowledge of prior to or during the implementation of the contract and which are legally protected or contain business or trade secrets or are marked as confidential, also after the end of the contract, unless they become publicly known without any infringement of this duty to maintain secrecy. The parties to the contract shall store and safeguard these objects in such a manner that it is impossible for third parties to gain access thereto.
- 8.3 The customer shall only make the subject matter of the contract accessible to employees and other third parties which require access to carry out the tasks assigned to them. He shall instruct such persons of the necessity to keep the objects secret.
- 8.4 Videor shall store the data of the customer required to process the transactions in compliance with data protection laws.