

Cycos AG

General Terms and Conditions of Contract

Dated 09/30/2008

1. Scope, Making of Contracts

1.1 The purchase of hardware products and the licensing of software products for a limited period, as well the performance of services on these hardware and software products (the „Deliverables“) shall be exclusively in accordance with the provisions of these General Terms and Conditions of Contract. Customer terms which contradict or deviate from our General Terms and Conditions of Contract shall only be accepted if they have been expressly authorized in writing. These General Terms and Conditions of Contract shall apply even if Cycos AG renders the performance of a delivery or service without reservation in the knowledge of contradictory or deviating Customer terms.

1.2 Cycos AG shall be bound by its offers for 60 days, provided that nothing to the contrary has been agreed to in writing. The price lists and other advertising materials of Cycos AG are subject to change and are nonbinding.

2. Duties of Customer to Cooperate, Data Security

2.1 Through the performance of his duties to cooperate, Customer shall contribute to the ability of Cycos AG to begin its performance on time and be able to execute it without obstruction or interruption. In particular, Customer shall provide at his own expense, provided this is required for the execution of performance for the purposes of this Agreement:

- unrestricted access at all times to all of his properties, buildings, substations and rooms, etc.

- available facility documentation, service manuals, operating regulations, building descriptions and floor plans,
- access to hardware and software in the relevant information technology and communication technology facilities,
- administration rights in the scope required for the performance under the terms of contract,
- telephone connections in the public telephone directories in proximity to the equipment, and the technically required transmission facilities,
- electricity, including the required connections to the points of use, heating, general lighting and, to the extent required, air conditioning, ventilation and water,
- appropriate safety measures to protect against theft, damage and destruction and other negative influences on the material stored by Cycos AG at the work site.

2.2 If Customer fails to perform his duties to cooperate in time or to a sufficient extent on grounds for which he bears responsibility, Cycos AG shall be entitled to render the required performance and conduct the required measures either himself or through third parties at Customer's expense.

2.3 Customer is himself responsible for regularly saving his programs and data. In addition, he shall save his relevant data in good time prior to all work to be executed by Cycos AG under his instructions or within the scope of remedial performance on his system, provided this can be reasonably expected of him. Upon Customer's request, Cycos AG shall perform the securing of his data for a separate fee to be calculated according to the expense of time and money.

3. Prices

3.1 The prices and the license fees are governed by the Cycos AG offer.

- 3.2 Installation costs shall only be included if this has been expressly agreed to in writing.
- 3.3 The prices and other invoiced amounts (e.g. travel expenses, ancillary costs, etc.) are exclusive of additional value-added tax in the statutory amount applicable from time to time.
- 3.4 Provided no other arrangement has been agreed to, Cycos AG shall reasonably insure the Deliverables at Customer's expense for the risks of transport.
- 3.5 Deliveries shall be EXW (Ex Works Cycos AG) under INCOTERMS 2000. In the case of the provision of software products via electronic communication media, e.g. via the Internet, risk shall pass to Customer as soon as the software leaves the sphere of Cycos AG's influence (e.g. leaves the server upon downloading). In this case, Cycos AG shall only owe that the software be duly ready for software downloading.

4. Travel Expenses; Ancillary Costs

Customer shall reimburse Cycos travel expenses, accommodation costs and ancillary costs for necessary journeys. The following rates and provisions shall apply:

- Car: 0.60 Euros per kilometre travelled
- Travel allowance: 30.00 Euros per day
- Accommodation: 90.00 Euros per night
- Time of travel: 40.00 Euros for each commenced half hour
- Train: 1st class
- Other expenses: as effectively incurred

5. Terms of Payment

- 5.1 Payments are due within 30 days after the date of invoice, subject to Section 5.2.
- 5.2 In the case of project transactions which could include both the delivery of software and hardware and the

provision of services, invoicing for the ordered software shall be upon the delivery of the necessary license code, while invoicing for the other parts shall be upon the installation and acceptance of the overall project, whereby all payments shall be due 30 days after acceptance.

- 5.3 If Cycos AG has received notification of a deterioration in Customer's financial situation, Cycos AG shall have the right to annul payment agreements, demand immediate cash payment or the return of the goods, rescind the contract or demand a prepayment or stipulate that delivery is made as cash on delivery.
- 5.2 Customer may only set off claims which are undisputed or are final and absolute.
- 5.3 Should Customer overrun the payment periods granted to him, he shall be in default of payment without the necessity of a prior notice of default. During default, interest in the amount of 8 percentage points above the base interest rate shall be owed on the payment claim. Cycos AG reserves the right to claim further damages.

6. Delivery and Delay in Delivery

- 6.1 Partial deliveries are permitted and may be invoiced separately.
- 6.2 Delivery and performance deadlines are binding if they have been expressly indicated as binding. Compliance with deadlines for delivery or performance shall be subject to the timely receipt of all of the documents to be delivered by Customer, the required licenses and clearances, including, but not limited to, plans, as well as compliance with the agreed terms of payment and other obligations by Customer. If these requirements are not met in time, the deadlines shall be extended accordingly; this shall not apply if Cycos AG must bear responsibility for the delay. If the non-compliance with deadlines is attributable to acts of God, e.g. mobilization, war, unrest or similar

events such as strikes or lock-outs, these deadlines shall be extended by a reasonable period.

- 6.3 If Cycos AG is in default, Customer may demand compensation for each completed week of the default in the amount of 0.5 % of the net value of contract for the portion of goods or services which could not be used in accordance with their intended purpose, but for not more than a maximum of 5 % of the net value of contract for such goods or services, provided he provides plausible evidence that he has incurred a loss as a result. To the extent performance is paid for on a monthly basis or per quarter, the monthly or quarterly payment shall be deemed to be the value of contract within the meaning of the foregoing sentence.
- 6.4 Both the damage compensation claims of Customer for delays in the delivery of goods or services and damage compensation claims in lieu of performance which are in excess of the limits set down in Section 6.3 shall be excluded in all cases of late delivery of goods or services, even after the expiration of a period of grace which may have been set for Cycos AG. This shall not apply in those cases of wilful misconduct, grossly negligent dereliction of duty or of personal injury or death in which liability is mandatory. Customer may only rescind the contract within the scope of the statutory provisions if Cycos AG bears responsibility for the delay in performance.
- 6.5 No change in the burden of proof to the detriment of Customer shall be associated with the foregoing provisions.
- 6.6 Customer is obliged to declare within a reasonable period, upon the request of Cycos AG, whether he desires to rescind the contract, continue to insist upon performance because of the delay in the delivery of goods or

services and/or which of the claims and rights to which he is entitled he desires to assert.

7. Installation

- 7.1 If commissioned, Cycos AG shall install the Deliverables to be ready for operation at Customer on the site of installation within the Federal Republic of Germany. The available installation services are set down in the Cycos AG price and product list.
- 7.2 The installation by Cycos AG requires that
- Customer provides and equips a suitable location conforming to the installation instructions of Cycos AG;
 - Customer provides for the internal transport to the site of installation at his own expense;
 - Unpacking and placement are only carried out upon the instructions and under the supervision of Cycos AG;
 - Prior to installation, the Deliverables have not been subjected at Customer's premises to changes, improper handling or unusual strain;
 - All requirements Customer is responsible for have been established, in particular in case of installation of software, all relevant systems are ready for installation.

Costs for delays or additional work for which Customer bears responsibility shall be charged separately in accordance with the Cycos price list in effect at the given time.

- 7.3 Provided nothing to the contrary has been expressly agreed, Cycos AG is not obliged to connect the Deliverables to Customer equipment provided by other manufacturers or to coordinate them with the interfaces of other manufacturers or to test their interoperability with the computer programs of other manufacturers.

8 Acceptance

If the contract provides that a acceptance shall be performed the following provisions shall apply.

- 8.1 When Cycos finds that the Deliverable is operational, Cycos will notify Customer of readiness for acceptance. If Customer does not perform the acceptance within fourteen (14) days from this notice, the Deliverable shall be deemed accepted. Cycos shall inform Customer of this consequence when notifying Customer of readiness for acceptance
- 8.2 If acceptance cannot be performed because Cycos is not able to prove operability due to Customer being in breach of his Duties to Cooperate, the Deliverable shall be deemed accepted, if Customer does not fulfil his Duties to Cooperate within fourteen (14) days after having been prompted by Cycos to do so.
- 8.3 In addition, the Deliverable shall be deemed accepted, if the Deliverable is put into operation.
- 8.4 Customer is no entitled to refuse acceptance if the Deliverable has insignificant defects only.
- 8.5 The Provisions of this Section 8 shall apply accordingly with regard to a partial acceptance, if due to the nature of the Deliverable only such partial acceptance can be performed.

9. Cancellation of Agreed Appointment

- 9.1 If Cycos has agreed with Customer upon a date for provision of contractual services or installation work ("Appointment") in writing and Customer cancels such Appointment or is not present on such Appointment, Customer shall pay to Cycos without restriction to any further claims of Cycos the following cancellation charge:
 - If Customer cancels the Appointment at least two (2) weeks before the time of Appointment: none;

- If Customer cancels the Appointment later than two (2) weeks but at least one (1) week before the time of Appointment: twenty percent (20%) of the contractual service or installation fee including travel expenses; -

- If Customer cancels the Appointment later than one (1) week before the time of Appointment or is not present on the Appointment: thirty-five percent (35%) of the contractual service or installation fee including travel expenses.

- 9.2 Customer may prove that Cycos has not incurred any damages or that the damages incurred by Cycos are significantly lower than the aforementioned amounts.

10 Reservation of Title (in the case of hardware products)

- 10.1 Until the full payment of any and all claims resulting from this contractual relationship and all of the other claims against Customer existing at the time of the conclusion of contract, Cycos AG reserves title to the hardware products (hereinafter referred to as the "Reserved Products").

In the event of the breach of obligations by Customer, including, but not limited to, default in payment, Cycos AG shall be entitled to take back the Reserved Products, and Customer shall be obliged to surrender possession. The repossession of the Reserved Products by Cycos AG shall not constitute a rescission of contract unless this has been expressly declared by Cycos AG. Cycos AG is entitled to realize the Reserved Products and satisfy itself from the proceeds upon application to the unpaid claims against Customer.

- 10.2 Customer may install and transform the Reserved Products within the scope of his properly conducted business transactions. Reserved Products shall be joined, mixed, processed or transformed, however exclusively for Cycos AG, which shall acquire co-ownership to the finished product or the

new item in the ratio of the value of the Reserved Product to the value of the fixed product or the new item.

- 10.3 Customer is entitled to resell the Reserved Products and the items to which Cycos holds co-ownership in properly conducted business transactions upon the reservation of title. Customer is not allowed to make any other disposals, including, but not limited to, pledges and chattel mortgages.
- 10.4 In the event of attachments of the Reserved Products by third parties, Customer shall advise them of the ownership of Cycos AG and inform Cycos AG without undue delay in writing. Customer shall bear all of the costs of an intervention procedure and other defensive measures relating to such third-party attachments.
- 10.5 Upon Customer's request, Cycos AG shall release security interests to the extent the value of all of the security interests exceeds the total claims to be secured by more than 10 %. Cycos AG shall be entitled to select which of the various security interests are to be released.
- 10.6 Provided Cycos AG is entitled to exercise a right to reserve title, Customer shall grant Cycos AG irrevocable and unlimited access to its offices and company grounds for the purpose of collecting the Reserved Products during normal business hours.
- 10.7 If Cycos AG replaces items in order to execute a contract or remedy a defect in materials, title to the returned items shall pass to Cycos AG upon replacement and title to the items delivered in their stead shall pass to Customer upon satisfaction of claims against Customer to which Cycos AG is entitled.

11. Liability for Defects in Materials for Hardware Products

11.1 Cycos AG warrants that the delivered hardware products have the quality agreed to under the terms of contract at the moment of the passage of risk. Public comments, puffing or advertising by Cycos AG or a third party shall not constitute any representations under the terms of contract regarding the quality of the products. Cycos AG shall not assume any warranty for the ability of the products to be resold or their suitability for a particular use. Defect claims shall not exist in the case of insignificant deviations from the agreed quality, in the case of a merely insignificant impairment of usefulness, in the case of normal wear and tear or damage caused after the passage of risk as a result of faulty or careless handling, excessive use or through outside influences.

11.2 In the event of warranty, remedial repair or the delivery of a replacement, both free of charge, shall be carried out as selected by Cycos AG. Should Cycos AG not have remedied defects within a reasonable period of grace which has been set in writing or should the supplementary performance have failed, Customer may rescind the contract or demand a reasonable reduction of the purchase price.

The statute of limitation for defects in materials shall be 12 months as of the passage of risk pursuant to Section 3.5. This period shall not apply if the statute prescribes a longer period under Sec. 438 (1) no. 2 German Civil Code (materials for building structures), Sec. 479 (1) German Civil Code (claims of recourse) and Sec. 634a German Civil Code (building defects), in the case of the fraudulent nondisclosure of a defect and in the case of non-compliance with a guarantee of quality. The statutory provisions on the suspension of expiration of the statute of limitations and on the suspension and restart of periods shall remain unaffected. Notices of defects under Sec. 377, Sec. 381 (2) German Commercial Code

must be given without undue delay in writing.

- 11.3 The measures to remedy defects shall be carried out by Cycos AG at either the Customer or in a Cycos AG repair centre according to Cycos AG's election.
- 11.4 An assignment of liability claims for defects in materials by Customer shall require the prior written authorization by Cycos AG.
- 11.5 There shall be no liability on the part of Cycos AG for defects in materials if the product was improperly installed, maintained, repaired, used, changed or subject to ambient conditions by Customer or a third party which do not conform to the installation requirements of Cycos AG, unless Customer can prove that these circumstances were not the cause of the notified defect. No warranty shall furthermore be given if original technical markings have been altered or removed or the site of installations has been changed.
- 11.6 If the investigation of a notice of defect establishes that the liability for defects in materials on the part of Cycos AG did not exist, the costs of investigation and repair shall each be charged by Cycos AG in accordance with the customer service prices and terms of Cycos AG in effect at that time.
- 11.7 Damage claims and claims for the compensation of expenses on the part of Customer (hereinafter referred to as Damage Compensation Claims) because of a defect in materials are excluded. This shall not apply in the event of fraudulent nondisclosure of the defect, in the event of non-compliance with a guarantee of quality, in the event of personal injury or death and in the case of an intentional or grossly negligent dereliction of duty. Broader claims or claims of Customer due to a defect in materials other than those regulated by this Section 8, irrespective of the legal ground on which they are

based, shall be excluded. The foregoing provision is not associated with a change in the burden of proof to the detriment of Customer.

12. Warranty for Software Products

- 12.1 Software products are free of defects if, at the time of the passage of risk, they essentially fulfil the functions and performance features contained in the valid software product description for the relevant software products at the time of the grant of license (passage of risk). Cycos AG shall receive all of the documents and information necessary for remedying software defects. Software defects must be reproducible. There shall be no claims for defects in the case of a merely insignificant deviation from the agreed quality, in the case of an insignificant impairment of use, for damage caused by faulty or careless handling, unsuitable operating materials or due to special outside influences which were not provided for under the terms of contract, as well as in the case of non-reproducible software defects.
- 12.2 In the event of software defects, Cycos AG shall render remedial performance through the provision of an upgrade, of service packs or hotfixes/workarounds as soon as these are available at Cycos AG or can be created with reasonable effort and at a reasonable expense.
- 12.3 In particular, no warranty claim shall exist
 - for software copies which were not supplied by Cycos AG or which were not created in compliance with Section 130 or
 - for software operated on a computer system which does not exhibit the minimum hardware configuration and software features pursuant to the software product description.
- 12.4 Furthermore, the provisions of Sections 11.5 to 11.6 as well as Section 11.2.

with regard to statutory period of limitation apply mutatis mutandis.

13. Software License

13.1 Software shall only be provided to Customer for its use (license). Customer shall receive a non-perpetual license under the following terms against a single payment. The software shall be supplied in a machine-readable form. A claim to the delivery of the source code is excluded.

13.2 Customer is entitled to a non-exclusive, non-transferable right to use the software provided to him in the country of delivery together with the relevant Deliverable, if any, as agreed to under the terms of contract, or if no agreement has been made, in accordance with the purpose pursued under the terms of contract. The rights of use may depend on the number of users and/or the type and number of licensed services and/or the number of licensed communication channels. The relevant number of licensed users/services/ communication channels of Customer are described in the Cycos AG offer. Where data media contains several software products, Customer may only use the licensed software. The unbundling or repackaging of software for distribution or resale is prohibited.

13.3 Provided no other agreement has been made, Customer may only use the software under the terms of contract for his own internal purposes or have it used by third-party service providers.

13.4 Customer may only reproduce or alter software or software documentation upon the prior written authorization of Cycos AG. He shall not reverse, develop or reverse translate the software and shall not take out any program parts. He shall neither decompile nor disassemble the software, undertake reverse engineering or otherwise attempt to derive the source code. Provided

Customer is allowed to carry out reverse engineering or a decompilation under mandatory law in order to achieve a full functioning or interoperability of the software with other computer programs, Cycos AG must be informed in advance of the nature and scope of the intended actions. Customer shall not remove alphanumeric identifications, trademarks and copyright notices. In the event of a permitted reproduction, Customer shall also reproduce them without change, provide all of the copies with a consecutive number from which the software serial numbers can also be seen and keep records, which Cycos AG may inspect upon request, on the location of the copies. Customer is entitled to install and use the software on an unlimited number of servers within its network, provided the maximum permitted number of users and/or services and/or communication channels is not exceeded.

13.5 If a software product is labelled as single workstation software, Customer may use the software on one single data technology workstation. In addition, Customer may install one copy on a file server within his network in order to be able to download and install the software on other computers in his network for up to the number agreed to under the terms of contract, provided the single workstation software enables this kind of installation routine. Any other use of single workstation software in a network is prohibited.

13.6 Customer may conduct data security measures in accordance with the state of the art and produce the back-up copies necessary for this purpose. He may make one back-up copy of each software product on one transportable data medium.

13.7 Cycos AG shall provide the relevant software descriptions for standard software, e.g. for performance features,

special functions, hardware and software requirements, installation requirements, terms of use and operation (specifications). These may also be provided electronically, e.g. on the Internet.

13.8 Each supplementary software code (e.g. patch) provided to Customer within the scope of a service or remedial performance shall be deemed to be an element of the software which has been provided and shall be governed by the terms and conditions of this Agreement, provided nothing to the contrary is agreed to in the individual case.

13.9 Upon the delivery and installation of upgrades or migration versions of a software, the rights of use to the replaced versions shall expire. Existing copies must either be destroyed by Customer with verification or returned to Cycos AG upon the demand of Cycos AG.

13.10 The software is protected under both the copyright laws and the international copyright treaties, as well as by other laws and agreements concerning intellectual property.

13.11 Customer shall ensure on a perpetual basis that the software, including the reproductions and documentation, is not disclosed to third parties, even in edited, expanded or changed versions, without the express written authorization of Cycos AG. In the case of a permitted disclosure, Customer agrees to impose the duty to comply with Section 13 of this Agreement on the third party.

13.12 If the software requires activation, Customer shall activate the software within 30 days of its initial installation. To this end, the required information shall be entered by Customer in the manner described in the installation sequence of the software. Following changes to the hardware, it may be necessary to reactivate the software. If

the activation does not take place within 30 days of the first installation, the software could be disabled for a further use. Customer has the opportunity, however, of having the software reactivated through the entry of a valid activation code which can be requested from Cycos at any time against proof of authorization.

13.13 The rights and duties described in this Section 13 shall apply accordingly for license keys and access codes.

14. Third-party Software

Individual software products, including, but not limited to, third-party software or open source software, may be subject to the special terms of license of the relevant manufacturer. Customer agrees not to install the software until he has agreed to these terms of license which shall have precedence over the following provisions. If he rejects them, Customer shall refrain from installing and using the software product in question. In this event, Customer shall be entitled, upon the exclusion of further claims, to rescind the contract with respect to the relevant software product. The software product and the provided documentation shall then be returned to Cycos AG, and service fees which have already been paid shall be reimbursed.

15. Infringement of the Proprietary Rights of Third Parties, Defects in Title

15.1 Provided no other arrangement has been agreed to, Cycos AG is merely obliged to render performance in the country of the place of delivery free of the proprietary rights and copyrights of third parties (hereinafter referred to as "Proprietary Rights"). Provided a third party raises justified claims against Customer because Proprietary Rights have been infringed by delivered products made by Cycos AG and used in accordance with the terms of contract, Cycos AG shall be liable to

Customer as follows within the period set down in Section 11.2:

- 15.1.1 Cycos AG shall at its election and at its expense either acquire a right of use for the relevant delivered products or change them in such manner that the Proprietary Right is no longer infringed or exchange the delivered products. If this is not possible under reasonable terms, Customer shall be entitled to the rights of rescission and reduction under statute.
- 15.1.2 The aforesaid obligations on the part of Cycos AG shall only exist if Customer has informed Cycos AG without undue delay of the claims raised by the third party, does not acknowledge an infringement and all rights of defense and any settlement negotiations are reserved for Cycos AG. If Customer ceases to use the goods on the ground of mitigating damages or on other important grounds, he is obliged to advise the third party that the cessation of use is not associated with any acknowledgement of an infringement of Proprietary Rights.
- 15.1.3 Customer claims shall be excluded to the extent he bears responsibility for the infringement of the Proprietary Rights.
- 15.1.4 Customer claims are furthermore excluded if the infringement of Proprietary Rights is caused by special Customer requirements, an application which was not foreseeable for Cycos AG or by the fact that the delivered product was changed by Customer or was used together with products which were not delivered by Cycos AG.
- 15.1.5 In the event of other defects in title, the provisions of Section 11 shall apply mutatis mutandis.

- 15.1.6 Broader claims or claims by Customer against Cycos AG and its agents and servants other than those regulated by this Section 15 because of a defect shall be excluded irrespective of their legal basis, provided there is no liability for wilful misconduct, or a grossly negligent dereliction of duty or for personal injury or loss of life or because of the acceptance of a guarantee of quality. No change in the burden of proof to the detriment of Customer is associated with the foregoing provisions.

16. Export / Reexport

- 16.1 All deliveries of goods and other services by Cycos AG shall be made subject to the grant of the required export licenses or to the absence of any impediments under the German or other export regulations requiring compliance.
- 16.2 Irrespective of whether Customer has informed Cycos AG of the final destination of the products delivered by Cycos AG and/or the technical data (software and technical information of any kind), it is Customer's own responsibility to procure any necessary licenses from the German Bundesamt für Wirtschaft, the U.S. Department of Trade and other competent government agencies before he exports such products, technical data or systems containing such products and technical data from the country in which the product was delivered under the terms of this Agreement.
- 16.3 Customer is obliged to notify Cycos AG of the final whereabouts of the aforementioned products, technical data or systems.

17. Secrecy; Data Protection

- 17.1 Cycos AG and Customer shall treat as confidential in relation to third parties all information, business matters and documents („Information“) of which

they become aware in connection with this Agreement and which have been indicated to them as being confidential unless such Information has already entered the public domain through other means. This duty shall survive the termination of this Agreement. Cycos AG and Customer shall impose an equivalent obligation on their employees affected by this Agreement. Cycos AG is entitled to disclose Information to subcontractors, provided they are obliged under a confidentiality covenant equal to this provision.

17.2 In relation to each performance to be rendered, Cycos AG is entitled to have access to and process the data inventory available at Customer, including personal data.

17.3 To the extent personal data are processed, Cycos AG shall perform this work through employees who have given a pledge to observe the confidentiality of data under Sec. 5 Federal Data Protection Act and the confidentiality of telecommunications under Sec. 88 Telecommunications Act. When collaborating with subcontracting firms, Cycos AG bind these firms accordingly under the data protection regulations of this Agreement.

17.4 To the extent personal data are stored or are otherwise processed, Cycos AG shall comply with the instructions of Customer and take the required technical and organizational action to secure the data against misuse. This duty shall survive the termination of this Agreement. The liability of Cycos AG for data protection violations is excluded to the extent Cycos AG has acted upon the instructions of Customer.

17.5 Cycos AG shall process the received data exclusively for the purposes of rendering performance and shall delete them from the systems at Cycos AG to the extent they are no longer needed.

17.6 Cycos AG is entitled to disclose personal data to subcontractors, provided the disclosure is required for the execution of performance. When transmissions to subcontractors outside of the EU/EEA, Cycos AG shall ensure that a data protection level sufficient to satisfy the data protection regulations of the European Union is in place.

17.7 Customer is responsible for having all of the requirements necessary under statute (e.g. by procuring consent statements or taking into account the rights of codetermination) so that Cycos AG may perform the service agreed to under the terms of contract free of any violation of the law.

18. Test and Maintenance Materials

18.1 Diagnostic software, documentation, equipment and other materials needed by Cycos AG for purpose of installation work, carrying out warranty work or providing services, may be delivered together with the Cycos AG products and shall be stored at Customer's premises upon the request of Cycos AG, but shall remain the sole property of Cycos AG.

18.2 Customer is obliged to ensure that they are stored properly. He may not use or provide access for third parties to the test and maintenance materials without the prior written authorization of Cycos AG.

19. Liability

19.1 Cycos AG is liable without restriction for personal injury and loss of life for which it bears responsibility and shall pay compensation up to the amount of EUR 55,000.00 per instance of loss in the case of property damage for which it bears fault for the expense of restoring the items.

19.2 Cycos AG shall only be liable for the loss of data to the extent Customer saves them in intervals appropriate for their application, but at least once a day, in a machine-readable form and

thus warrants that these data can be restored at a justifiable expense of time and money.

19.3 Broader damage claims and claims for the reimbursement of expenses on the part of Customer (hereinafter referred to as „Damage Claims“), shall be excluded irrespective of their legal basis, including, but not limited to, the breach of duties under the law of obligations and under tort.

19.4 This shall not apply wherever liability is mandatory, e.g. under the Product Liability Act, in cases of wilful misconduct or gross negligence, due to the acceptance of a guarantee of quality, due to the fraudulent nondisclosure of a defect or the culpable breach of material contractual duties on the part of Cycos AG. Material contractual duties are those delivery, performance and protective duties whose observance is necessary to the fulfilment of the purpose of the contract or upon whose observance Customer regularly relies or may rely and whose non-observance would cause the rights and legal position of Customer to be restricted or taken away to such an extent that the purpose of the contract could no longer be achieved. The Damage Claim for the breach of material contractual duties is limited, however, to the foreseeable loss typical to the given contract, provided that there has been no wilful misconduct or gross negligence. The foreseeable loss typical to the contract shall be a maximum of 2 times the relevant net value of contract for the goods or services. Provided that services are paid for monthly or each quarter, the monthly or quarterly fee shall be deemed to be the value of contract within the meaning of the foregoing sentence.

19.5 Provided Customer is entitled to Damage Claims under this Section 19, they shall become statute-barred upon

the expiration of the statute of limitation applicable for the claims under defects in materials pursuant to Section 11.2. This shall not apply in the event of wilful misconduct, gross negligence, personal injury and loss of life and for the fraudulent nondisclosure of a defect or for claims under the Product Liability Act.

19.6 The foregoing provisions are not associated with a change in the burden of proof to the detriment of Customer.

20. Product Changes

Cycos AG reserves the right to make product changes which do not impair functionability and serve product and production improvements.

21. Miscellaneous

21.1 Cycos AG products may not be used in atomic energy plants, other areas of atomic application, in public transport or aviation traffic under these Terms and Conditions. Cycos AG shall only supply these areas of application on the basis of special contractual agreements.

21.2 The assignment of rights and claims under this Agreement shall require the prior written authorization of the other party to this Agreement. This shall not apply to the assignment of payment claims by Cycos AG.

21.3 Side agreements shall require written form. This shall also apply for the waiver of this written form requirement. Electronic communication (e.g. by Email) shall not satisfy this written form requirement.

21.4 This Agreement shall be governed by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on the International Sale of Goods (Vienna, April 11, 1980) are not applicable.

21.5 Provided Customer is a merchant within the meaning of the German Commercial Code, the exclusive jurisdiction of the courts in Aachen shall be agreed to for all legal disputes arising under or in connection with this Agreement. Cycos AG remains entitled, however, to enter an action or institute other court proceedings at the court having general jurisdiction over Customer or the place of his registered offices.

22. Code of Conduct for Supplier/ Contractor

The contractor is obliged to be compliant to all applicable laws. Furthermore, he does not participate actively or passively, directly or indirectly in every kind of bribery, violation of fundamental rights of his employees or child labour. The contractor also takes responsibility for the health and safety of his employees at the working place, insure the compliance to applicable environmental laws as well as advance and claim the compliance of this code at his suppliers as good as possible. If the contractor breaches this code culpably, the buyer has the right to withdraw or cancel the contract, irrespective of pretensions. If a termination of the breach is possible, this right can only be used after an adequate time period for the termination of such breach has elapsed.