General terms and conditions for
the provision of maintenance services
and licensing of VOBES software modules ("VOBES-Suites")

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1. Object of the agreement

(1)   All goods delivered and services performed in relation to the provision of maintenance services and licensing of VOBES software modules, as defined in Appendix 1, by T-Systems International GmbH (hereinafter referred to as "T-Systems") to companies (hereinafter referred to as the "Customer") in the context of commercial business transactions are exclusively regulated by these terms and conditions. These terms and conditions do not apply to other software module licenses from third-party companies for which the Customer has accepted separate licensing agreeements from these third parties. They also do not apply to support services that are provided by a third-party company commissioned by T-Systems for third-party software modules on the basis of separate offers.

(2)   In order for deviating or supplementary terms and conditions to be valid, the express written consent of T-Systems is required. All orders and any special warrants or assurances require written confirmation by T-Systems in order to be valid. The requirement for the written form may be waived only by written agreement. Features and characteristics referred to in brochures and other materials are not considered to be warranted or assured.

(3)   The Customer's general terms and conditions shall not become part of the agreement, even if they are included with requests for offers, orders, acceptance declarations, etc. and no objection is made by T-Systems.

(4)   The precondition for providing the particular goods and services is the conclusion of a valid written agreement by the Customer and T-Systems.

2. Scope of goods and services

(1)   The place of performance shall be T-Systems' place of business.

(2)   The software to be transferred in accordance with the agreement will be provided as a download or on a CD-ROM as a machine-readable object code (hereinafter referred to as "Delivery").

(3)   The Customer shall provide written confirmation that the software has been delivered.

(4)   If VOBES software modules manufactured by third-party providers are delivered, the technical product description, operating instructions (user documents or online support) and any general information (e.g., for using the software) will be included in the delivery. If these documents have been created by third-party providers, T-Systems will decide whether to deliver them together with the

software as a file either in German or in the language used by the third-party provider.

(5)   T-Systems' goods and services shall be delivered and performed exclusively to support the Customer in a project that the Customer is solely responsible for implementing.

(6)   T-Systems shall provide services in accordance with the terms of agreement and in consideration of state-of-the-art technology.

3.   Extended scope of service

a)   With a signed software maintenance agreement

(1)   All Customers with active software maintenance agreements receive access to the VOBES CallCenter at no charge as long as the problem they are reporting can be attributed to a bug. The problem can be attributed to a bug if the problem is already known and the third-party provider has categorized it as a bug or if the third-party provider categorizes the problem as a bug after the problem has been reported to the CallCenter. The caller making a free-of-charge call is only responsible for local call charges.

(2)   Error elimination can only be conducted through provision of the updated software within the scope of the VOBES development process (at least once per calendar year) without any claim to error elimination for the release following that of the flawed goods.

(3)   **Provision of bug fixes or patches for problems categorized as bugs.**

(4)   Provision of software updates or new versions of the software employed.

(5)   Provision of new licenses if the old license has expired.

(6)   To the extent that T-Systems provides services on the Customer's premises, T-Systems alone shall be authorized to give instructions to its own employees.

(7)   T-Systems is under the obligation to provide the agreed services within the agreed period of time in each case and according to the principles of proper business practice.

b)   For installation package orders

(1)   Installation will generally be conducted remotely via an installation image and will be invoiced per application and seat.

(2)   If on-site service is requested or necessary, in addition the Customer shall pay for any travel expenses that may accrue. T-Systems will issue a separate offer this respect.

4. Service exclusions

This agreement covers the maintenance and support of the delivered software only if and to the extent that these services have been expressly commissioned and paid for in accordance with the service description contained in the relevant software maintenance agreement.

5. Rights of use

(1)   Rights of use regarding licenses for the Vobes software modules, VOBES Suite:

- T-Systems issues the Customer with a non-exclusive, non-transferable right of use for the VOBES Suite software modules. This right of use shall have no time limit and may not be sublicensed. It shall only apply to the operating systems described in the agreement and may be used solely by the Customer.

- The Customer may create a full copy of the software for backup purposes. The Customer shall mark this copy as a backup copy and provide it with the copyright notice of the original data carrier. Beyond this, the Customer shall have no right to copy the software and its accompanying documentation.

- To the extent not expressly permissible according to the applicable Copyright Act or by agreement, the Customer may neither carry out itself nor have a third party carry out reverse engineering, disassembly or decompiling of the software.

- The Customer shall ensure that the goods and services and the documents associated therewith do not become known to third parties without the prior written consent of T-Systems, not even in a processed version.

(2)   Rights of use of maintenance and/or support services:

- Should the services performed by T-Systems be protected by law, particularly by intellectual property laws, the Customer shall obtain a non-exclusive, non-transferable right for a limited term, which may not be sublicensed, to use these services for internal purposes only; all other rights remain with T-Systems.

6. Industrial property rights of third parties

(1)   If the property rights of third parties are violated in connection with the use of the service by the Customer within the contractually agreed sphere of use or, if no such sphere of use has been agreed, according to the documentation, and if corresponding claims are asserted against the Customer by holders of property rights, the Customer shall immediately notify T-Systems thereof in writing after receiving notification of the third party's claim. T-Systems shall, at its own discretion and at its own expense, procure for the Customer the right to use the service, design the service in a way that does not violate any rights, or take back the service at the billed price minus a suitable compensation for usage. The latter shall apply only if T-Systems is unable to find another solution without disproportional expense or cannot be reasonably expected to do so. T-Systems shall be released from these obligations if the Customer does not act in agreement with T-Systems in its defense against such claims by third parties.

(2)   Any additional compensation claims by the Customer are excluded.

(3)   Where claims arising from the violation of third-party rights have been asserted against T-Systems, T-Systems shall immediately notify the Customer with respect to limitation of use of the service.

(4)   Claims of the Customer arising from a deficiency in title shall expire after one year from the beginning of the statutory time limit on liability.

7. Right to compensation

(1)   The Customer may only set off uncontested or legally enforceable claims against claims of T-Systems.

(2)   If the hours worked are considerably above the estimates which T-Systems used as a basis when concluding the agreement due to incomplete or inaccurate information or lack of proper cooperation on the part of the Customer, T-Systems shall be entitled to increase the original compensation by a reasonable amount even if compensation is according to a fixed price.

(3)   The rights to the service shall pass from T-Systems to the Customer only after payment in full.

8. Acceptance of installation services

(1) The Customer is under the obligation to accept those services stipulated in the agreement that are subject to the acceptance procedure. Acceptance may not be delayed or refused due to minor defects that do not significantly impair use of the services as stipulated in the agreement.

(2) The goods and services will be considered accepted – based on what occurs first:

(3) upon successful completion of the acceptance inspection OR

(4) upon expiration of an appropriate deadline stipulated by T-Systems after successful installation, unless the Customer should submit written, detailed proof of identified defects before the deadline has expired OR

(5) as soon as the Customer uses the goods or services, such as within the scope of the Customer's business activities

9. Customer obligation to cooperate

(1) The Customer shall ensure that it as well as its vicarious agents fulfill the necessary provision and support obligations to cooperate vis-à-vis T-Systems to the extent required and free-of-charge.

(2) The Customer is responsible for providing suitable operating conditions and accepting delivery of the goods. Any existing transport insurance is only valid until the goods have been delivered to the Customer.

(3) In order to expedite coordination, the Customer will designate a project manager to handle all additional activities.

(4) The Customer shall give T-Systems employees all support they require for their work at the Customer's location. "Support" includes, among other actions, that the Customer:

- shall ensure that a qualified employee is available for support at the place of performance,

- shall ensure that the employees assigned by T-Systems are granted free access to the relevant computer and software at the agreed time;

- shall ensure for the benefit of the T-Systems employees that all materials supplied by it meet health and safety regulations,

- shall provide T-Systems employees in good time with the information that they need for their activities,

- shall provide T-Systems employees with adequate and appropriate work space and resources where they are required to work at the customer's premises to fulfill the agreement.

(5) Data media provided by the Customer must be flawless both technically and in terms of content. If this is not the case, the Customer shall compensate T-Systems for any and all damage incurred from the use of such data media and shall hold T-Systems harmless from any claims by third parties.

(6)   The Customer shall keep copies of all materials and data media provided to T-Systems, which T-Systems may access at any time free of charge. After providing the service, T-Systems shall be entitled to destroy the documents received from the Customer. At the Customer's request, T-Systems shall return the materials.

(7)   In particular, the Customer must report defects in writing with a reproducible description of symptoms, and as far as possible should include written records, hard copies, or other documents illustrating the defects.

(8)   If the Customer fails to perform a cooperative service as required, or fails to do so in a timely manner or in the manner stipulated, then Customer shall bear any consequences resulting from this circumstance (such as delays, additional expenditure).

10. Disruptions in the provision of services

(1)   Customer defect claims that have not been dealt with within the scope of the existing software maintenance agreements become statute-barred after one year.

(2)   If failure to meet the deadline for the delivery of goods or the performance of services can be shown to be due to obstacles for which T-Systems is not responsible (including internal unrest, force majeure such as natural disaster, mobilization, war, embargos, strikes or lockouts), the deadline shall be extended by the length of the disturbance, including a suitable startup phase. The parties shall notify each other of the cause and duration of the delay as soon as the circumstances become known.

(3)   If these circumstances have occurred, causing additional costs to be incurred, T-Systems may also demand compensation for its additional expenses.

(4)   If T-Systems has culpably failed to meet a binding deadline for the performance of services by more than two (2) weeks, the Customer may demand 0.5% of the value of the service for which T-Systems has failed to meet the deadline for each whole week of delay, but not more than 5% of the value, as a flat-rate claim for damages, unless T-Systems proves that the loss suffered was less. This covers all claims for damage arising from the delay. T-Systems shall not assume any further liability in the event of a delay.

11. Liability for other damage

(1)   T-Systems' liability for delays, warranty, and violation of third-party industrial property rights is regulated entirely in items 6 and 10, to the extent those items do not expressly reference these terms and conditions.

(2)   Otherwise, T-Systems is liable for damage as follows:

  ▪ T-Systems shall have unlimited liability for damage attributable to intentional or grossly negligent violations of an obligation on the part of T-Systems. Irrespective of the degree to which it is at fault, T-Systems shall also have unlimited liability for damages resulting from injury to life or limb or health and

also, irrespective of the degree of fault, for damages resulting from the furnishing of a guarantee pursuant to § 276 (1) of the German Civil Code. If T-Systems guarantees certain characteristics of the contractual service, this guarantee shall be binding on T-Systems only if it was provided in writing by T-Systems.

- For damage caused through, at most, slight negligence, T-Systems shall be liable only in case of a violation of so-called cardinal obligations. Cardinal obligations are fundamental obligations that were decisive for the Customer in concluding the agreement and where the Customer could reasonably rely on their being fulfilled. In cases of a slightly negligent violation of cardinal obligations, liability shall be limited to foreseeable damage that is typical for the agreement.

- Liability for each occurrence of damage in the case of property damage and other damages is limited to 10% of the annual contract value per each occurrence of damage. However, for all damages occurring within one calendar year, this is limited to no more than 25% of the annual contract value.

- Statements by T-Systems on the characteristics (nature) of the service shall be guaranteed only if such statements are declared guaranteed in writing by T-Systems.

- T-Systems shall not be liable for data losses sustained through negligence if the Customer has not ensured that this data can be recovered at reasonable cost from data stored in machine-readable form. In addition, liability shall be limited to the amount of recovery costs that would be typically incurred if data is backed up on a daily basis, but not exceeding the amount specified in item 2.

- The limitation of liability contained in these terms and conditions shall not apply to claims under the German Product Liability Act.

- To the extent that liability is precluded or limited under these terms and conditions, this shall also apply for the personal liability of the corporate bodies of T-Systems, the salaried employees, wage earners, other members of the staff, representatives, and subcontractors of T-Systems.

- All contractual claims for damages shall expire one year after the commencement of the statutory limitation period for liability.

12. Term of the agreement

(1) Individual agreements regarding the licensing of VOBES software modules and the provision of maintenance services have a term of one year and will be renewed for one year unless canceled in writing at least three months before the expiration date. However, the contracting parties may decide to stipulate deviating regulations for contract terms upon common consent and in writing.

(2) Notice must be given in writing. Transmissions via fax, e-mail or other electronic means shall not suffice to meet the deadline and the written-form requirement.

13. Applicable law, jurisdiction

(1)   This agreement shall be subject to German law. If the UN Convention on Contracts for the International Sale of Goods (CISG) adopted in German law would normally apply to international customers, this shall be excluded.

(2)   The court of jurisdiction for all disputes arising from or in connection with this agreement shall be Frankfurt am Main.

14. Export

(1)   If the Customer intends to move the contractual services to a country other than the country of the place of performance, it shall observe the European and German export provisions, the import provisions of the destination country as well as the US-American re-export law applicable to the goods or services at its own responsibility. The customer shall carry out all legal and administrative procedures in connection with the cross-border delivery of products and services.

15. Invalid provisions, severability and written form

(1)   Should provisions of this agreement be or become invalid or if a contractual gap becomes evident in this agreement, the validity of the remaining provisions shall not be affected thereby. In lieu of the invalid provisions or to close the contractual gap, a suitable provision shall be applied that comes as close as possible to what the contracting parties would have intended given the sense and purpose of this agreement.

(2)   Any amendments and supplements to this agreement must be made in writing. This shall also apply to any waiver of this written form requirement.

Annex 1

VOBES Suite modules:

LCable Userware (LCABLE)
CATIA Userware (V5_EETOOLS, V5_ELENA)
ELENA (JAVA_ELENA)