General Terms of Contract of CAD+T Consulting GmbH
(hereinafter referred to as "CAD+T®")

A. General Conditions

§ 1 Terms of Contract

1. These Terms of Contract apply to all supplies and services of CAD+T®. They apply as well to business contacts precedent to the contract, especially in connection with contract negotiations or initiations of contracts. Solely the Terms of Contract of CAD+T© apply, other conditions will not be part of the Terms of Contract, even if CAD+T© does not expressly exclude them.

2. The General Terms of Contract of CAD+T© in the current version apply even if further contracts are concluded and this is not pointed out particularly, unless both parties agree on something else in writing.

3. The presentation of characteristic of state in test versions, product and project descriptions are no promise of guarantee. The acceptance of a promise of guarantee is subject to an explicit written confirmation of CAD+T©.

4. Quotations of CAD+T© are subject to change without prior notice and not binding unless it is explicitly mentioned that the quotation is binding. Quotations to the client are binding for a period of four weeks. A contract is concluded through a written order confirmation of CAD+T© or through the execution of the order by CAD+T©. Such an order is also performed through verbal demand of services or through other actions indicating a need for services.

5. CAD+T© can order subcontractors to perform services.

6. For supply of software and hardware the rules of the Austrian "Allgemeines Bürgerliches Gesetzbuch" [Austrian Civil Code] apply above the sales contract, even if services (e.g. training, customising, adaptation) additionally accrue. For isolated services (especially consulting, training, maintenance) the conditions of the contract of service apply.

§ 2 Selection of Products and Requirements

1. The client is aware of the main functions of the software. He has checked that the specifications of the subject of the contract are in accordance with his requests and requirements. In case of doubt, he shall seek professional consultation. CAD+T© offers such consulting services for additional remuneration.

2. Requirements of the client on the performance of CAD+T© will be laid out in writing by the client, e.g. in the form of a description of requirements or in form of a functional specification. The implementation of the requirements has to be contractually agreed in written form.

3. In case the specification of the requirements on the deliveries and services of CAD+T© cannot be executed autonomously by the client, especially with regard to the creation of the functional specification for the development or adaption of software, CAD+T© will support the client at additional costs. The jointly developed description of requirements (functional specification) is considered approved by the client latest after 14 days after completion and submittal by CAD+T©, unless he notifies in writing and in a comprehensible manner about deficiencies, voids or discrepancies. The description of requirements shall form the binding basis for further cooperation.

§ 3 Scope of Work

1. The written order confirmation of CAD+T© or the contract as well as the description of requirements if this has been ordered by the client are decisive for the scope and configuration of the deliveries and services. Other specifications are only binding if CAD+T confirms them as binding in writing.

2. Software, even if developed for the client, will be delivered by CAD+T© in form of computer code. A manual, which can be part of the software, will be delivered to the client for the standard-software. In case of individual software or adaption of the software, the client will receive a manual if it is contractually agreed in writing.

3. The software programme as well as all corresponding documents (e.g. manuals, installation descriptions, etc.) will be delivered in English language, if nothing else is agreed by contract.

4. The development of individual software will be executed in accordance with the state of the art in technology and within the limitations of CAD+T©.

5. The client can demand changes and amendments in writing. CAD+T© can decline the execution of the changes and amendments in writing, if the execution is unreasonable within the bounds of its operating efficiency or if the changes and amendments are not executable. The client cannot demand a reduction of performance. The right to terminate the contract is reserved.

6. If the actual execution of the changes affects the contractual performance (particularly compensation, deadlines, contractual object), both parties will conduct a written amendment to the contract. Therefor CAD+T© will submit within a reasonable period of time a quotation for the additional costs caused by the change request as well as the necessary changes of the time frame. The remuneration will be in accordance with the current price list of CAD+T©. In case the client does not comment on this record within 10 days after submittal in writing or if both parties don not come to an agreement about the amendment of the contract within 4 weeks after submittal of the quotation, CAD+T© will execute the contract without regard of the amendment.

7. CAD+T© will perform the services with such technical aids, which CAD+T© considers as necessary or appropriate and which are available to CAD+T©.

§ 4 Copyright and Granting of Rights

1. The software delivered by CAD+T© (programme and manual) is protected by copyright. All software rights and rights of software surrendered for maintenance and other documents provided in the context of contract negotiation and execution or which was provided as part of CAD+T©, belong solely to CAD+T©. This also applies if the software has been developed by input or collaboration of the client. If the rights belong to third parties, CAD+T© holds corresponding exploitation rights.

2. The client receives the non-exclusive powers required to constantly use the software in his premises for his own purposes as described in the following regulations and the manuals. Rental, lease, distribution as well as data centre operation of the software is not permitted without prior written consent of CAD+T©.

   a. The client may install the programmes on the main memory and the hard drives of the contractually determined type and number of computers and use it on the contractually determined type and number of licenses or users. He may make necessary backup copies of the programmes for safe operation, which have to be designated as such and if possible, should be provided with the copyright notice of the original data medium. The client may copy the programmes solely for this purpose. The manuals and other documents delivered by CAD+T© may only be copied for internal purposes. § 15 applies for software and copies.

   b. The decompilation of programmes for developing the interoperability of the software with other programmes is permitted only under the provisions of the Copyright Law, and only if CAD+T© despite a written request of the client fails to provide the necessary information and documents within a reasonable time period. CAD+T© is entitled to demand a reasonable remuneration for this.

All other forms of exploitation of the software, in particular translation, adaptation, arrangement and any other alteration shall be prohibited, unless the acts are necessary for the preservation of the intended use and the error elimination and are not provided upon written request by CAD+T© or the respective holder of the software rights.

3. The client may transfer the software to third parties only as a complete package and only with written consent from CAD+T©. The mere reduction of licenses / users does not authorize the transfer of the software in terms of unused licenses/users. CAD+T will grant permission to transfer, if the client assures in writing that he ceases to use the software ultimately and does not retain any cop and if the third party commits in writing to CAD+T to comply with the contractual use and transfer regulations. The client cedes the data mediums and manuals in original to the third party.

4. If the client is a leasing company and it was agreed that the software has been acquired for the purpose of sub-rental, CAD+T© is giving consent for rental and change of tenant, if the leasing company is naming the respective tenants with address to CAD+T© and if the company immediately provides a written statement of the respective tenant to comply with the contractual rules of usage and, in the case of permanent transfer to the tenant, to comply with the transfer regulations as well. In this case, CAD+T© can directly provide the services and deliveries to the tenant, if the leasing company does not contradict at the signing of contract.

5. The client has no right to the source programmes and the development documentation. Unless otherwise contractually agreed, the client receives the software, consisting of the machine programme and a copy of the manual of the version that is current at delivery time.

6. Any use of the programs that exceeds the regulations of the terms of this agreement and of the respective contract (e.g. higher computer classes, higher number of licenses/user) is subject to the prior written consent of CAD+T©. Any use exceeding this will be charged to the client by CAD+T© in accordance with the current price list.

7. The client shall support CAD+T© in the event of an infringement of the trade mark rights by a third party to his best endeavours and to the extent reasonable in the judicial and extrajudicial assertion of rights. The client shall inform CAD+T© immediately in writing if third parties want to access the software of CAD+T; the client has to advise the third party of his limited rights of usage.

§ 5 Participation of the Client

1. The client is involved in the execution of the services. He provides CAD+T© with all information required for contract execution in time and gives all the necessary explanations without undue delay. He keeps all documents handed over to him by CAD+T© as part of the service execution up to date and archives them.

2. As far as it is useful for the performance of the contract, the client supports CAD+T© free of charge for the execution of the contract, by providing in time and to the necessary extent for example employees, work spaces, hardware, operating system and basic software for the setup of CAD+T© compatible data and telecommunications equipment. The client is responsible for the provision of current operation software versions free of charge, unless otherwise agreed, and where this is necessary for the provision of services for network, database and other system- and application-oriented software.

3. The client performs adequate software testing at his own expense before launching live operation and he takes reasonable precautions for the case that the object of agreement wholly or partially is not working properly, e.g. through daily data backup, error diagnosis, regular review of results etc.

4. Before the start of maintenance services and other necessary interventions in the computer system by CAD+T©, the client performs before a data backup or ensures in another way that the current data kept in machine-readable form are reproducible with reasonable effort. CAD+T© will notify the client in time prior to such interventions.

5. The client shall ensure that at the time of the handover of the programme competent staff, trained for the use of the delivered software, is available. CAD+T© offers trainings on a regular basis.

6. CAD+T© can provide services, especially maintenance services, via remote maintenance. The client shall at his own cost provide the necessary technical requirements and, after appropriate notice via telephone, grant CAD+T© access to his computer equipment.

7. 7 If the client delays with his cooperation obligations, CAD+T© is entitled to retain its services. Further rights of CAD+T© remain unaffected. If the client is in default of participation and CAD+T© nevertheless provides services, CAD+T© will charge the client in accordance with the current price list at the time. This also applies to additional expenses of CAD+T© which are the result of repeated work due to incorrect, incomplete or subsequently corrected information.

8. Both parties shall designate a contact person or project manager (and, as the case may be, his representative) at the time of signing the contract (§ 1.4 GTC). The contact person (project manager) of the client is the interlocutor of CAD+T©, he ensures a good cooperation and leads immediately to the required decisions for the execution of the contract. The parties shall notify each other of changes in the respective contact person in writing.

9. The client understands that he has to promote the work of CAD+T© with full dedication. He is aware of the additional impact of the operations which accompany the system change.

General Terms of Contract of CAD+T Consulting GmbH
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§ 6 Performance Time, Delays

1. CAD+T© provides services weekdays from Monday to Friday during normal business hours in their premises or by appointment in the premises of the client. In the latter case, travel times and travel expenses are invoiced separately to the client.

2. Information about the date of performance and delivery date or information on milestone dates in project plans are not binding, unless CAD+T© has confirmed the date in writing as binding. Self-supply is reserved; with deliveries and services of third parties, CAD+T© is therefore only responsible that the order is carried out correctly and that the non-delivery is not based on reasons for which CAD+T© is responsible. Partial deliveries are permitted, provided that the parts supplied are reasonably usable isolated.

3. Compliance with the delivery period presupposes that the client completely and in time fulfilled his obligations to cooperate, execute his payments and other obligations. If these conditions are not fulfilled, the deadlines are extended reasonably, but at least by the period of the delay and by a reasonable starting time. This applies even if requirements change subsequently or were negotiated and during that time the execution of the contract was on hold.

4. Delivery and performance shall be extended by the period in which CAD+T© by circumstances they cannot be held responsible for (e.g., labour disputes, force majeure, outage of staff or technical equipment through no fault of CAD+T©, non-delivery by suppliers), is being prevented from providing the service, plus a reasonable starting time after the obstruction.

5. CAD+T© only accepts demand notes for payment reminders. Any reminders and deadlines of the client need to be in written form to be valid. Respites must be reasonable. They must not be shorter than 12 working days.

6. If project disturbances or delays are attributable to the client, CAD+T© invoices the additionally accrued costs.

§ 7 Payment, Pricing, Risk, Compensation und Assignation

1. Payments are due immediately upon receipt of the invoice without deduction within 14 days. CAD+T© can invoice due date interest rates of 5% (pa) and interest of default at the rate of 8% points above the base rate of the European Central Bank. CAD+T© can prove a higher damage. In case of default of the client CAD+T© is entitled to declare all outstanding claims and all dues up to the full balance due immediately.

2. Goods and services, in particular services (consulting, configuration, installation, testing, etc.) that are not explicitly covered by the respective contract shall be remunerated by fees in accordance with the current price list. Also to be remunerated according to the current price list are accessories, data storage, additional costs for services that are performed on the client's request outside normal working hours or at the client's premises.

3. Unless otherwise agreed, CAD+T© is entitled to advance payments. For services which are charged on time basis, the client will be invoiced at the time of their execution or at the end of the month with proof of the execution of the services provided as well as incidentals. Training services will be charged after receipt of registration.

4. To all prices the sales tax currently in force will be added.

5. CAD+T© delivers contractual items at the expense of the client. Place of performance is the business location of CAD+T©. The risk of accidental loss shall pass with delivery of the properly packaged goods to the carrier to the client.

6. ORG cheques and PRO-cheques entitle the client to retrieve in the respective defined scope consulting or programming services at special rates. Such cheques are to be paid in advance. A refund in the event of total or partial non-retrieval of benefits or a settlement of uncalled benefits with other benefits of CAD+T© is excluded, unless CAD+T© is for own reasons not able to provide agreed services. If the client the scope of services in the relevant cheques, CAD+T© is entitled to invoice the expenses not covered by the cheque to the contracting authority in accordance with the current price list.

7. The client may only balance with receivables which are recognised by CAD+T© or which are legally established. Payments by the client are always invoiced in accordance with §§ 1415 and §§ 1416 ABGB [Austrian Civil Code]. Retention may only be based on claims arising from this contract.

8. The client may not transfer any title arising from this contract to third parties without the prior written consent of CAD+T©. If the client is a leasing company and the contract was concluded for the purpose of further use, a transfer of titles out of this contract, such as warranty claims, requires only the written notice by the client and its tenants.

§ 8 Acceptance of Goods and Services

1. After each delivery and performance CAD+T© can demand from the client a written statement that the delivery or service is accurate, complete and free of defects. The statement may only be refused if the delivery or service has significant defects or defects not capable of rectification.

2. The declaration shall be deemed delivered when the client uses the contractual items without complaint more than three weeks since the delivery or his endorsement expressed by other means, e.g. by silence at an adoption or acceptance or by payment of the remuneration.

3. Sec. 1 and 2 shall also apply to partial services. In this case the approval does not extend to such properties of supplies and services that can be tested only in connection with the later deliveries and services.

§ 9 Duty of Inspection, Notification, and Rejection

The client is obliged have all goods and services from CAD+T© immediately according to the trade regulations (§ 377 HGB [Austrian Commercial Code]) checked by a qualified employee and is obliged to give written notice of any defects with detailed description. The defect must be described in a way that it is reproducible. This obligation is subject to the possibilities of the client to identify defects and name them. A complaint must contain information on the nature of the defect, the module in which the defect occurred and the work that has been carried out at the defect occurrence on the computer.

General Terms of Contract of CAD+T Consulting GmbH
(hereinafter referred to as "CAD+T®")

§ 10 Warranty

1. CAD+T© ensures that the delivery and performance at the time of transfer of risk corresponds with the contractually agreed quality and is suitable for normal use and as far as a certain condition is not agreed, has a configuration that usual things of the same kind show and the client could expect according to type of thing.

2. CAD+T© provides services free of third party rights that hinder or prohibit the use by the client according to the rules of the respective contract. If third parties claim infringement of intellectual property rights against the client, the client notifies CAD+T© immediately in writing. He may not acknowledge claims of third parties without written permission from CAD+T©.

3. CAD+T© provides warranty at first through free supplementary performance. Services can be repeated by CAD+T©. The supplementary performance in the event of hardware defects will be executed by repair or replacement at the discretion of CAD+T©. The supplementary performance of software services will be executed either by transfer of a new programme that does not contain the defect or by showing possibilities to avoid the effects of the defect at the discretion of CAD+T©. Until the delivery of the next error-corrected programme, the client will apply the workaround solution. Complex software of similar nature can typically not be created completely free of errors, so it is not in every case possible to eliminate the defect completely. A new programme version or the previous programme version, which did not contain the defect and spare hardware have to be accepted by the client even if this leads him to a reasonable adaptation effort.

4. For items delivered by third parties, in particular software and hardware, the required time for the supplementary performance will depend on the organisation of the third party. If the waiting period for the next error-corrected programme is not reasonable for the client, CAD+T© is tries to develop a workaround solution.

5. If the supplementary performance of CAD+T© is denied, or if it is unreasonable, or after several attempts at least two trials relating to the same defect as far as the complexity of the software does not justify further attempts - finally fails, the client has the right to appropriately reduce the remuneration or terminate the contract. In a continuing obligation, the client shall have the right to an extraordinary termination instead of the cancellation. Damages or reimbursement of expenses are made by CAD+T© in accordance with § 11. For each case of termination of contract, § 12 applies additionally.

6. The client shall take all necessary actions to declaration, containment and documentation of deficiencies in a reasonable manner. In case of warranty he hands over all available information to CAD+©T and supports the remedy of the defect in accordance with § 5.

7. Interferences or defects which are caused or contributed to by the environment (e.g. operating system, software and other hardware) of the contractual hardware and software cannot be accused to CAD+T© as such defects and interferences are not related to the performance of this contract. If CAD+T© still acts or f it is later determined that there is no lack of supplies and services from CAD+T©, CAD+T© will invoice the incurred expenses. This does not apply if the client can prove that the defects were resulting from the performance of CAD+T©.

8. A condition for a warranty case is always a complaint according to § 9 and the proof of the client that the defect is based on the performance of CAD+T©. Delayed, insufficient or unfounded complaints release CAD+T© from its obligation to perform on this complaint. As far as CAD+T© nevertheless takes action, CAD+T© will invoice the incurred expenses.

9. The warranty also assumes that the client has not changed the software or hardware or used the software in compliance with the requirements, in particular § 4, and trained his staff in the use of software and hardware, unless the client proofs that the defect is independently of one of the abovementioned cases. If changes made during the search for errors and during solving the error which were not implemented by CAD+T, but cause CAD+T© additional effort, the client has to bear these additional expenses.

10. The warranty period is twelve months from the date of delivery or acceptance.

§ 11 Liability

1. CAD+T© is only liable for intent and gross negligence. If CAD+T© is obliged , irrespective of which legal basis (e.g. breach of duty or tort) to pay damages or to replace futile expenditures, this is done only to the following extent:

    - In case of intent, CAD+T© is liable in full.

    - In case of gross negligence or breach of a guarantee, CAD+T© is liable to the amount of actual and predictable damage which should be prevented by the duty of care or the warranty.

    - In case of simple negligence, CAD+T© is only liable for breach of a cardinal obligation or essentially mandatory obligation that the purpose of the contract is at risk, for the compensation for the damage that was typical and predictable, limited to the amount owed under the contract concerned compensation for all damages resulting from this contract and to be replaced by this regulation. For maintenance contracts, the liability under this provision is limited to the compensation for 1 month per claim, for all claims per calendar year to the total annual remuneration to be paid.

    - As far as CAD+T© is obliged to compensate futile expenses, these rules shall apply accordingly.

2. A claim for damages is excluded if CAD+T© cannot fulfil their obligations because a supplier does not deliver properly. CAD+T© is only liable if it has not carried out an order for a third party properly or if non-delivery is caused by reasons for which CAD+T© is to blame.

3. The statutory liability for injury of life, body or health in accordance with the product liability law remains unaffected.

4. Concerning the recovery of data, CAD+T© is only liable if the client has ensured that this data are kept in machine-readable form and are reproducible with reasonable effort. This limitation of liability shall not apply in cases of intent and gross negligence.

5. The defence of contributory negligence remains unaffected.

6. The compensation claims of the client lapse in two years, unless no shorter period is agreed upon (§ 10, Sec. 10), and unless the claims are based on loss of life, limb or health or freedom, and not from wilful misconduct or fraud. The period begins with the end of the year in which the claim arose and the creditors of the acquired circumstances justifying the claim and the person of the debtor's might attain knowledge or without gross negligence.

General Terms of Contract of CAD+T Consulting GmbH
(hereinafter referred to as "CAD+T®")

§ 12 Termination of Service Exchange

1. Prior to any proposed termination of further exchange of services (for example, by resignation, termination for good reason, compensation instead of performance) the client shall appoint the breach of duty concretely to CAD+T© and invite them within a reasonable time to correct the fault. In addition, the client has to threaten CAD+T© with the termination of the further exchange of services. The threat leaves his claim for performance unaffected. If the law deems a deadline for unnecessary, the threat of performance completion is sufficient.

2. If CAD+T© provides services in order to eliminate the interference based on the request of the client, the client will finally explain if he continues with the existing contract to avoid mutual legal uncertainty at the request of CAD+T© within ten working days. If this is not done, further service exchange is excluded.

3. CAD+T© will issue a statement upon a complaint with a deadline even if a threat of rejection has not been granted. The message that CAD+T© is ready to remedy the complaint does not mean any acknowledgment and does not affect its rights (e.g. higher compensation).

4. All statements in this context must be made in writing. The rules of Sec. 1 to 3 shall apply if CAD+T© is entitled to a right of termination.

5. If the client uses his right of termination but he has joint responsibility for the fact entitling him to terminate the agreement, resulting claims for damages of CAD+T© will remain unaffected.

§ 13 Retention of Title

1. CAD + T ® retains title to the delivered goods until full payment of all existing receivable from the business relationship with the client before. The Client shall immediately notify CAD+T® in writing if a third party access the delivered goods and inform the third party of the rights of CAD+T®.

2. The demands of the client from the resale of the reserved goods are already assigned to the security of all claims of CAD + T ® from the business relationship to CAD + T ®, regardless of whether the reserved goods are resold without or after processing. The client is entitled until revocation, to collect the assigned claims and will forward them to the amount of existing debt to CAD + T ®. CAD + T ® will revoke the direct debit authorization, if the client is in default or CAD + T® is aware of circumstances that affect the creditworthiness of the client. CAD + T ® will then be disclosed to the assignment to the client's customers.

§ 14 Revocation of Title

1. The client is entitled to use the software in accordance with the contractual provisions before full payment.

2. CAD+T© may revoke the right of use for good reasons. An good reason is, in particular, default of payment by the client, the client's non-compliance with the use restrictions laid out in § 3 or the client's violation of the secrecy obligation laid out in § 15 and if he does not neglect this behaviour immediately even after a written revocation threat.

3. In the event of the withdrawal of the authorisation to use the software, the client shall return the original software and any copies and delete stored programs. He shall assure CAD+T© the full restitution and deletion in writing.

§ 15 Confidentiality and Safekeeping

1. The Parties undertake to treat all information and documents made acquainted with implementing the contract by the other contracting party or that keep business or trade secrets or designated as confidential, even on the expiration of the Agreement, strictly confidential. This applies especially to the software supplied by CAD+T and copies produced by the client. Both parties secure these items in a way that access by third parties is excluded.

2. Employees of both parties and third party involved in the contract execution, third parties who have official access to the objects referred to in paragraph 1 shall, be informed of the confidentiality and safety obligations in writing. For the employees of the client this also applies regarding to the legal title to the software and the powers of the client under § 4.

B. Special Conditions for Service

§ 16 Maintenance Services

1. The software product that is to be maintained is defined in the software maintenance contract, which contains the following services conducted by CAD+T©:

   a. Troubleshooting
   The client informs CAD+T© in writing (§17 Sec. 3) about presumed or provable programme errors. CAD+T© then analyses the malfunction and gives notice of the presumed cause of the malfunction. In case of software defects, the client receives information on how the malfunction can be solved or avoided. Errors are corrected in the new programme version or, as the case may be, in the current version. No claim can be laid to troubleshooting outside of the latest programme version or to troubleshooting of minor errors.

   b. Telephone Service
   The client receives help via telephone in case of programme malfunction and regarding the use of the software. Only inquiries of the system administrator or his representative are being processed. CAD+T© adverts to the fact that telephone service does not replace consultation of the manual. Inquiries of this kind and inquires that are the result of non-utilisation of provided training possibilities are charged by CAD+T© in accordance with the current price list. The telephone service is available during normal business hours. Inquiries are being processed on a short-term basis.

   c. Further Development
   CAD+T® further develops the software with regard to quality and functionality. CAD+T® can decide on its own discretion whether suggestions of the client are taken into account.

    d.   Update Supply (Release)
CAD+T® provides the client with the new, error-fixed and further developed programme version as well as with programme versions containing adaptations to operating systems and/or follow-up database versions. The client receives this via the machine programme along with adaptations of the manual, if required. The client installs the new programme version himself. Installation by CAD+T® and possibly required training are invoiced by CAD+T® in accordance with the current price list.

    e.   Upgrade Offers (new modules/versions)
CAD+T® informs the client about new, extended versions of the software product. The client can buy the new version with a contractually agreed deduction from the current list price when he places an order within three months after the information has been launched by CAD+T®.

    f.   Information
CAD+T® provides the client with information on its plans regarding releases and new versions as well as regarding new products and provides indications.

2. The maintenance services by CAD+T® are restricted to the current and the last-to-current programme version of the software delivered and released by CAD+T®. The client is therefore obliged to install the programme versions delivered as part of the maintenance service within a reasonable time, unless this places him at an unreasonable disadvantage. Such disadvantage is for example the case when the use of the latest programme version would not be technically feasible, even though the client upgraded his hardware. When such an unreasonable disadvantage is the case, both contracting parties can terminate the maintenance contract. § 19 Sec. 3 and 4 apply accordingly. CAD+T® can continue support with remuneration.

3. The maintenance services do not apply to software specifically adapted to the client or to software changed by the client or by third parties, unless such services are separately ordered by the client and are remunerated accordingly.

4. Troubleshooting for individual software, especially for software modifications and extensions and the transfer of modifications/extensions to further developed version of standard programmes is charged at cost and after separate order by the client.

5. For software services within the scope of the maintenance contract, the client is entitled to the powers conferred in § 4. After delivery of a new programme version and after a suitable installation time, the right to use the older programme version terminates.

6. At the client's request, further services can be provided by CAD+T® and are charged at cost; those include organisation consulting, installation of new versions, training, file recovery and recovery of user-specific data, re-organisation of storage media, processing of client-specific data media (programme installation, converting, data transfer, etc.), introductory training requested by the client, necessary changes or adaptations to a new or modified hardware or operating system.

7. If the client orders the installation of the new programme version, short-term limitations of system performance can occur during installation or during necessary work after installation.

§ 17 Special Provisions for Maintenance Service

1. Maintenance services can lead to discrepancies with images in manuals, brochures and other specifications containing images.

2. Maintenance services on the client's side can be requested only by the system administrator or his representative. Only employees of the client who have sufficient expert knowledge and who are trained intensively in the use and handling of the respective hardware and software can be appointed as system administrator or his representative.

3. The client takes within reasonable bounds all measures to recognise, limit and log the malfunction. This includes the creation of an error report based on the form provided by CAD+T® which minutely describes the malfunction and its consequences. Furthermore, the client provides CAD+T® with system protocols and memory dumps, affected input and output data, intermediate and test results and other documentation that is suitable to illustrate the malfunction.

4. The client records any changes to the configuration and to the software environment and informs CAD+T® about this in writing in due time. This also applies to changes on the installation site of the software. If CAD+T® does not receive such a notice or if the changes result in complications that are unreasonable to bear for CAD+T®, CAD+T® is released from its service obligations.

5. If the maintenance services require technical changes with the client, the client has to bear the costs for the adaptation of his software or hardware environment, unless this is unreasonable for him. Then § 1 Sec. 2 applies.

6. The client is aware of the fact that in case of third-party software CAD+T® has to consider possible restrictions of support services by the third-party supplier. This can limit the scope of CAD+T® support service. CAD+T® will keep the client informed about possible and future restriction. CAD+T® tries to provide circumventive measures.

§ 18 Remuneration

1. CAD+T® is remunerated for the execution of maintenance services and receives a contractually agreed monthly fee including sales tax. The maintenance and service fee is to be paid in advance on a yearly basis. Furthermore, § 6 Sec. 1, 5-6 apply.

2. The fee covers the costs that incur per telephone, data medium exchange or written communication and that incur because of maintenance services in CAD+T® premises during normal business hours. CAD+T® separately invoices maintenance services that are not included in the contractually agreed service time and for services at the client's site, travel costs and expenses. If it is the case that the malfunction occurred due to inappropriate use, due to modifications by the client or due to other circumstances that cannot be attributed to CAD+T® or the software, or if the client violates his obligation to contribute, then CAD+T® also charges these services separately.

3. If the standard software covered in the maintenance contract is extended, if the software is used to a different extent or if the installation site was changed, the charge for support service is to be adapted in accordance with the current price list of CAD+T®.

4. CAD+T® can change the charge for maintenance service by written notice within 6 weeks prior to the end of the quarter. Such change is only admissible not earlier than 12 months after signing of the maintenance contract for the respective contract object and may not exceed the

charge for the preliminary 12-month period by more than 10%. In case the rise of the charge exceeds 7.5%, the client can terminate the contract in writing within three weeks of the date when the rise comes into force.

§ 19 Duration of Contract and Termination of Maintenance Support Contracts

1. The maintenance contract can be terminated with a notice period of twelve months at the end of a contract year, but not earlier than at the end of the second contract years since the signing of the contract. A partial termination is not possible.

2. A termination due to good reasons shall be announced in writing, thereby stating the reason for termination and defining a reasonable period within the reasons for clarifying the reason for termination. Good reasons for a termination of contract are:

   • Default of payment for over three months;

   • Breach of the duties incumbent on the client, especially with regard to § 4, § 5 and § 15;

   • In case a bankruptcy proceeding or a insolvency procedure against the client was opened and rejected due to lack of wealth or if a legal conciliation proceedings were opened against the client.

3. Every termination of contract requires the written form to be valid.

4. In case of termination due to good reasons by the client, CAD+T® is entitled to partial remuneration in accordance with the already delivered services. In case CAD+T® has a good reason to terminate the contract with the client, then CAD+T® only receives remuneration when the already delivered services are of use to the client.

C. Special conditions for Training

§ 20 Training

1. A training announced by CAD+T® is conducted by CAD+T®, if in each case the announced minimum number of participants is achieved. If the number is not reached one week before the training, CAD+T® is not obliged to hold the event, unless the remaining participants expressed their wish that the seminar will be done anyway. In this case, the fee increases proportionally for each participant by the difference between the actually obtained remuneration and the remuneration in the presence of the minimum number of participants.

2. CAD+T® may, without giving any reason, at any time replace the announced trainer by an equal expert.

3. In case of good reasons, such as hindrance of trainers, CAD+T® may at any time cancel the event and refund the training fees. CAD+T® will endeavour in such cases to offer alternative dates. CAD+T® is obliged to inform the client in writing in reasonable time about the cancellation of the appointment.

4. The invoice for the training occurs simultaneously with the order confirmation.

5. The client may at any time change the participating person other than the person registered.

6. The client may withdraw from registration up to four weeks prior to the training at no additional cost. If the cancellation happens after that date, the client is obliged to pay a cancellation fee of 25% of the seminar fee. The withdrawal must be in writing in every case.

7. Hotel reservations made by CAD+T® on request of the client are always in order, in the name and on behalf of the client. CAD+T® provides this service as a courtesy service.

D. Final Clause

§ 21 Written Form, Jurisdiction

1. All changes and additions to the contract have to be in writing. The same applies to the repeal of writing requirement. The text form is not sufficient for this.

2. Representatives of CAD+T® have no legal power of attorney from CAD+T®.

3. Place of jurisdiction for all disputes arising in connection with this contract shall be the competent court at the place of CAD+T® when the client is a merchant or equivalent. CAD+®T is also entitled to file the complaint with the court which has overall responsibility at the place of the client.

4. Only Austrian law apply with the exception of the UNCITRAL sales laws.