

General Terms and Conditions of Business of ATOSS Software AG

– hereinafter referred to as the "COMPANY" –

Am Moosfeld 3 · 81829 Munich · Telephone +49. 89. 4 27 71-0 · Fax +49. 89. 4 27 71-100 · www.atoss.com

Hotline

§ 1 Hotline support for system managers

For the purposes of Hotline support, the CUSTOMER shall nominate a contact who is trained in the use of the licensed material that has already been installed, and who will attempt to solve, or to narrow down and specify, problems that occur through his or her own activities before using the Hotline support. The COMPANY's Hotline support should only be used if the documentation delivered with the program provides no solution instructions for the problem that occurs. The CUSTOMER's contact partner shall be notified to the COMPANY as the system manager, and will be the only person entitled to use the COMPANY's support services according to these Hotline service conditions. If the system manager is prevented from conducting his or her activities, the CUSTOMER is entitled to pre-notify a particular employee of the CUSTOMER as a second system manager to the COMPANY who in this instance is entitled to use the Hotline support services. The CUSTOMER shall grant the COMPANY remote access to its application. The COMPANY shall notify the CUSTOMER of the software products used for this purpose. Additional expenses incurred in the processing of problems resulting from non-available or non-functioning access do not form part of this agreement.

§ 2 Scope of services

The COMPANY shall provide advice and support to the CUSTOMER for the following questions as part of its Hotline services:

- a) Notification of application defects
- b) Problems incurred when transferring data via interface to third-party systems (e.g. wages and salaries), if this interface was previously successfully in use.
- c) Problems with data recording with recording terminals, if these terminals were previously being used successfully.
- d) Questions relating to operation of the software, software use or software functions.

The Hotline is not intended to initiate and put recording terminals or interfaces to third-party systems into operation. The Hotline shall not replace training relating to the operation, use and functions of the license material. Hotline expenses arising as a consequence of intentionality or gross negligence on the part of the CUSTOMER (e.g. failure to make data backups, entry of commands into the software in contradiction with express Hotline instructions etc) shall not form part of the Hotline services.

The COMPANY is entitled to forward questions that do not form part of this agreement to other centers, in coordination with the CUSTOMER, which are able to provide help relating to these questions. If the CUSTOMER orders and uses services from these centers, invoicing of the services shall be regulated separately, and shall not form part of this agreement.

§ 3 Hotline hours

The Hotline service shall be contactable during the COMPANY's regular working hours (Monday to Friday - except public holidays - between 08:00 hours and 18:00 hours) via the Hotline telephone numbers to be communicated separately to the CUSTOMER, or by e-mail.

§ 4 Excluded services

All other services not contained in the above figures shall not be included within the scope of the Hotline support, such as:

- a) Services rendered as part of the terms for program maintenance, in particular, rectification of defects in the case of license material defects.
- b) On-site deployment of consultants at the CUSTOMER's premises.
- c) Other services above and beyond providing advice for user problems in connection with the installation already in existence.

§ 5 Duration

This Hotline support agreement may not be cancelled until the Hotline period of 12 months has expired. After the expiry of the Hotline period of 12 months, the Hotline support agreement extends in each case by a further 12 months unless it has previously been cancelled with a six-week notice period before the expiry of the relevant Hotline period.

§ 6 Payment

Hotline fees are described in the individual agreement, and must be paid in installments in each case for 12 months in advance plus statutory VAT. The Hotline fee shall fall due for the first time on the first date of the month following the conclusion of a Hotline agreement. The COMPANY shall be entitled to adjust the Hotline fees as of January 1 of each year, whereby the adjustment may not exceed the interim rise in the official consumer price index for the Federal Republic of Germany, or its replacement index, by more than two full percentage points. All invoices shall be payable within 10 days following the invoice date, and without deduction.

The Hotline fees shall rise in accordance with the COMPANY's relevant valid price list if the CUSTOMER enters into license extensions and subsequent module purchases or ancillary licenses above and beyond the COMPANY's software products already licensed at the time of the conclusion of the first agreement.

§ 7 Qualitative service malfunctions

If the Hotline services fail to be rendered according to the contract, and the COMPANY is responsible in this respect, it shall be obligated to render the Hotline services in accordance with the contract within an appropriate time period, and without additional costs for the CUSTOMER. This must be preceded by an immediate and written complaint submitted by the CUSTOMER. The complaint must be submitted at the latest within two weeks following identification of the source of the complaint, or from the time at which the CUSTOMER would have become aware of the source of the complaint without gross negligence. The CUSTOMER shall be entitled to cancel the agreement immediately without notice if the Hotline service fails to be rendered to a significant degree within an appropriate grace period notified in writing by the CUSTOMER, and reasons for which the CUSTOMER is not responsible. The COMPANY in this instance shall be entitled to payment for services rendered on the basis of the agreement until the coming into force of the cancellation. This payment shall be inapplicable only for such services for which the CUSTOMER provides evidence within two weeks following the cancellation that the services are of no use and without interest for it. The right to extraordinary cancellation shall be hereby unaffected. More extensive CUSTOMER claims with respect to qualitative service malfunctions shall be excluded. This exclusion shall not be valid for qualitative service malfunctions caused inten-

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tionally or as the result of gross negligence, as well as not in the instance of damage to life, body or health.

§ 8 Liability

The COMPANY's liability shall be limited to €25,000.00, irrespective of legal reason. The COMPANY shall not be liable for lost earnings, unrealized cost-savings, damages arising from third-party claims and other direct and indirect losses, as well as for recorded data. The above liability limits and liability exclusions shall not apply for damages based on a guarantee, the malicious concealment of defects, or on an infringement of key contractual obligations jeopardizing the purpose of the agreement (cardinal duties), and for damages which the COMPANY or its vicarious agents have caused intentionally or as the result of gross negligence, or which were caused as the result of slight negligence and have resulted in damages arising from injury to life, body or health.

§ 9 Limitation of actions

Liability claims and claims arising from qualitative service malfunction shall be subject to a limitation period of one year from the time when the circumstances giving rise to the claim became known, or from the date on which the CUSTOMER would have become aware of this matter without gross negligence, at the latest, however, five years following the occurrence of the event giving rise to the liability. Limitation of actions in the case of liability as the result of intentional actions shall be according to statutory regulations.

§ 10 Data protection

The CUSTOMER shall ensure that the COMPANY is informed of all relevant matters above and beyond statutory regulations that the COMPANY is required to know for data protection and confidentiality reasons. The COMPANY shall ensure that all persons entrusted with the processing and satisfaction of the agreement adhere to data protection terms. Both the CUSTOMER and the COMPANY shall be obligated to treat with confidentiality all confidential information, and business and operating secrets acquired as part of the contractual agreement, and, in particular, not to forward them to third parties, or to reuse them for purposes other than the contractual purposes.

§ 11 Written form requirement, legal system, place of jurisdiction

Modifications and supplements shall require written form for them to be effective. Contrary business terms on the part of the CUSTOMER shall not be applicable. Exclusively German law shall be applicable to this agreement; application of the "UN Sales Convention" (United Nations Convention on Contracts for the International Sale of Goods) shall be expressly excluded. The location for the satisfaction of all obligations arising from this agreement, and the exclusive place of jurisdiction, shall be Munich.

§ 12 Safeguarding clause

Should individual provisions prove ineffective, the efficacy of the remaining provisions shall be hereby unaffected. The parties shall cooperate in order to replace ineffective regulations with such regulations that correspond as far as possible to the ineffective provisions.