General Terms and Conditions of EasternGraphics Benelux B.V. for the Maintenance of Software ("Maintenance GTCs")
(version May 1st 2007)

I. Area of validity

The following General Terms and Conditions for the Maintenance of Software (hereinafter referred to as "Maintenance GTCs") of EasternGraphics Benelux B.V. (hereinafter referred to as "EGR") are applicable for all contractual relations with customers concerning the performance of software maintenance services and form an intrinsic and inalienable component of all such contracts, unless otherwise expressly agreed individually in writing between EGR and the customer. These Maintenance GTCs supplement the General GTCs of EGR, which also form an intrinsic and inalienable component of all contracts.

II. Subject matter of the contract

(1) EGR will perform maintenance services for the software program(s) described more specifically in the tender or the confirmation of order. Unless otherwise agreed, EGR will perform the following maintenance services for these software programs>
- support and brief consultancy services by way of telephone and/or electronic means on all questions concerning the operation and installation of software and other application support,
- delivery of the latest versions of the programs marketed by EGR (updates),
- individual elimination of defects from delivered software.

(2) The extent of the above maintenance services will be specified in more detail in the following sections. All services not expressly mentioned in the following sections will not be performed by EGR as part of the standard maintenance services and must be commissioned and paid for separately.

(3) EGR will only carry out maintenance services for software programs used by the customer in their latest and most up-to-date versions, i.e. the customer will be obliged to install all new versions of programs (updates) delivered by EGR within an appropriate period. In the event that a customer uses a program version that is not the most recent version, EGR will carry out an inspection of the customer's system and update the relevant software program(s) in return for a one-off fee. The amount of this fee will be dependent on the number or program versions to be updated. In the event that this process can not be carried out without unreasonable expense being incurred, EGR will be entitled to perform no maintenance services on the outdated program versions.

(4) Maintenance services, in particular work connected with the elimination of defects, will only be carried out by EGR if the customer has installed the software program(s) on an operating system that is approved by EGR for the running of the software program(s).

(5) Furthermore, EGR will only be obliged to perform maintenance services if the software program(s) are installed on an operating system that is generally still maintained by the manufacturer of the operating system at the point in time at which EGR is informed of the existence of defects. Individual maintenance agreements between the manufacturer of the operating system and the customer that extend with regard to term of agreement beyond the general duration of maintenance will be disregarded. If this is not the case and if EGR eliminates any reported defects nonetheless, the customer will be obliged to bear any additional costs incurred. Otherwise, in the event that the operating system on which the customer has installed the software program is no longer maintained by the manufacturer of the operating system, the parties to this contract will be entitled to extraordinarily terminate the contract.
Section VII. bullet-point no. 7 of this these GTCs will not be affected.

III. Brief consultancy services by way of telephone and/or electronic means (e.g. by e-mail)

(1) EGR will perform support and brief consultancy services by way of telephone and/or electronic means on all questions concerning the operation and installation of software, application problems or other cases of difficulties connected with program processes of software programs to be maintained. These telephone and/or electronic support and consultancy services will be available during the course of the normal working hours of EGR, with the exception of statutory bank holidays, from Monday to Thursday 9.00 a.m. to 5.00 p.m. and Friday from 9.00 a.m. to 2 p.m.

(2) Consultancy and support in the sense of the aforementioned condition is defined as every problem-related response from EGR to a report of technical software-related problems experienced by the customer in relation to the software program(s) specified in the confirmation of order. A response to such reported problems can take the form of a telephone conversation, e/mail, fax or letter, as EGR sees fit.

(3) The extent of maintenance services will not include support or consultancy services by telephone or electronic means concerning the use of the software if this constitutes training in the use of the software, nor does it include questions that could be answered simply by reading the user handbook or other documentation on the software already submitted to the customer.

(4) Repeated questions concerning the incorrect operation of the software that are contained within the content of standard training and questions on company organisation will be invoiced by EGR in accordance with the applicable EGR price lists for services.

IV. Delivery of current versions of programs (updates)

(1) EGR will supply the customer with all new program versions (updates) of the software to be maintained, insofar as these are currently marketed by EGR and available. This will not apply for expansion packages for the software to be maintained, which EGR sells and markets as a new and independent product, nor will this apply for newly developed software programs with the same or similar functions but with a different technological basis (upgrades).

(2) According to the available possibilities and/or the wishes and requirements of the customer, the transfer of new versions of software programs will take place via either data carriers or remote data transfer (e.g. download from the Internet).

V. Elimination of defects from delivered software

(1) EGR will be obliged to eliminate defects reported by the customer or defects of which he has become aware of from other sources within an appropriate period.

Insofar as the customer has a claim to the elimination of defects on the basis of completed software transfer or software development contracts, the rights of the customer in the event of the discovery of defects will be governed primarily by the conditions set out in any such software transfer or software development contracts, regardless of whether the defect first came into being before or after the completion of the software maintenance contract.

(2) A prerequisite for the elimination of defects will be that the customer is using the most up-to-date version of the transferred software to be released or approved by EGR.

(3) EGR will be entitled to eliminate any reported defects via what is deemed by EGR to be the most suitable method. The elimination of defects will only take place on the premises of the customer if and insofar as the successful elimination of defects can not be successfully carried out by other means.

(4) EGR will not be liable for the correctness of any data of the manufacturer pertaining to delivered software or any possible errors arising from such data.

(5) In the event that it comes to light that a defect reported by the customer does not in fact exist or is brought about as a result of other factors unconnected with the software supplied by EGR, EGR will be entitled to invoice the customer for all costs arising as a result of analyses and other processing work on the basis of the currently valid price lists of EGR.

VI. Other services

(1) At the request of the customer, EGR will carry out additional services that are connected with the software program(s) to be maintained but that are not listed in the above sections of these GTCs in return for an additional amount of remuneration to be agreed between EGR and the customer. This will apply in particular for the following services:
- installation of transferred software
- preparation of data
- instruction and training of employees
- adaptation of software for the individual wishes and requirements of the customer, insofar as this does not concern the elimination of defects
- services connected with software programs that are not the subject matter of contracts with EGR
- extended consultancy services connected with the treatment of questions of the customer regarding reported disruptions and defects not related to the transferred software but rather due to operating errors (e.g. data), other external influencing factors, in particular unnecessary force, intentional acts or gross negligence on the side of the customer.

(2) EGR will not be obliged to perform services that are not the subject matter of this contract. However, within the realms of operational possibilities, EGR will make all reasonable efforts to support the customer if this is necessary for the meaningful commercial use of the maintained software program.

VII. Cooperation of the customer

(1) The customer will be obliged to support EGR in all ways necessary for the fulfilment of contractually agreed maintenance services. This will include in particular:
- The customer must name a responsible contact partner and if necessary a representative who is authorised to make all decisions and grant all authorisations required for the fulfilment of this maintenance contract.
- Insofar as maintenance services are carried out by way of remote data transfer, the customer will provide and maintain at his own cost all necessary equipment and programs.
- Insofar as it proves to be unavoidable that maintenance services are carried out on the premises of the customer, the customer will be obliged to provide EGR with access to rooms, machines and software at least during normal working hours, if possible after prior agreement, and make the required machine time available.
- Insofar as it is unclear as to which system components are causing errors, the customer will be obliged to work together with EGR for the purpose of conducting all necessary analyses of the customer's software environment and if necessary at the customer's cost commission third party companies with the required knowledge of the customer's software environment.
- Whilst work is being carried out, the customer will be obliged to assign a competent employee to work alongside the employees of EGR. This employee must be able to provide the employees of EGR with information on the entire system of the customer and the use of software, as well as the reported defect, and also be able to carry out test runs on the customer's system.
- The customer will install new program versions received from EGR in accordance with the instructions of EGR.
- Insofar as this is necessary for the creation and/or use of a new program version of the software to be maintained, the customer will be obliged to provide at his own cost operational new versions of the operating system, the database or other third party materials required for the application of the software program.
- Any defects must be documented by the customer in a manner that is comprehensible to EGR and must be reported to EGR immediately upon discovery. Notification of defects by telephone must be followed by written notification by way of letter or e-mail stating details of the circumstances under which the defect occurs, its effects and its possible causes.

(2) The breach of the aforementioned obligations of the customer to cooperate with EGR will constitute an infringement of an essential contractual condition. In the event that the customer breaches his duty to cooperate with EGR, EGR will no longer be obliged to perform the agreed services. In the event of the repeated or serious breach of this duty to cooperate, EGR will be entitled to terminate the contract within a period of one month. Contractual relations will then be dissolved at the end of the following month.

VIII. Remuneration

(1) The fees and charges for the maintenance work listed in sub-section II. (1) are divided in the first year into one half (50%) for brief consultancy services and support via telephone or electronic means for all questions on the operation and installation of software and other application support and one half (50%) for the delivery of the most recent program versions marketed by EGR. As of the 2nd year of the contract the fees for maintenance services will be divided into one third (33.33%) for brief consultancy services and support via telephone or electronic means for all questions on the operation and installation of software and other application support, one third (33.33%) for the delivery of the most recent program versions marketed by EGR and one third (33.33%) for the individual elimination of defects to the software.

(2) EGR will be entitled to adjust the amount of fees and charges for the performance of maintenance services in order to take into account the applicable requirements with regard to competition and business administration. The customer must be informed in writing of any changes to fees and charges at least three months before these changes come into effect. Upon receiving such notification, the customer will receive the right to terminate the contract at the point in time at which these changes come into effect. The customer must submit written notification of his wish to terminate the contract to EGR within 4 weeks of receiving notification of the changes to fees and charges.

IX. Liability for defects

(1) Insofar as EGR is obliged to deliver new program versions, in the event of the defectiveness of these software programs, the conditions for the liability of EGR for defects specified in the original software transfer and/or software development contract will apply.

(2) EGR will offer no guarantee that work carried out on the elimination of defects will be defect-free.

(3) EGR will eliminate all defects to maintenance work immediately. In the event that the elimination of defects proves impossible, EGR will be entitled to offer an alternative solution.

(4) In the event that EGR is unable to fulfil the obligations set out in sub-sections (2) and (3) above despite the setting of an appropriate period of grace for the fulfilment of these obligations, the customer will be entitled at his own choice to either reduce the purchase price accordingly or withdraw from the contract.

(5) Claims of the customer arsing from defects will be subject to a limitation period for claims of one year, starting at the time of transferral of risk.

X. Term of contract, termination

(1) The maintenance contract will begin at the time of the transfer of the software and will be completed for an indefinite period. Both of the parties to the contract will be entitled to terminate the contract with a period of notice of 3 months before the end of a quarter. For the customer, the contract may be terminated at the earliest after the expiry of an initial 12 month period.

(2) Notice of termination must be submitted in writing. The conditions set out in General GTCs sub-section XIII. (3) will apply accordingly.

(3) The usufructuary rights to the software granted to the customer will not be affected by the termination of the maintenance contract.

(4) The right to terminate the contract for an important reason will not be affected. EGR will be entitled to extraordinarily terminate the contract if the customer falls into default in payment by more than 2 months.

XI. Usufructuary rights

EGR herewith grants the customer the same usufructuary rights to new versions of software as granted for the originally transferred software in the original software transfer and/or software development contract, including any agreed extensions of usufructuary rights if applicable.

XII. Validity of the General GTCs

The contractual conditions set out in the General GTCs of EGR, e.g. the conditions concerning the completion of contracts, delivery, remuneration and payment, reservation of rights and reservation of ownership, liability, limitation of claims, place of jurisdiction etc., will apply accordingly for all contractual relations with the customer concerning the maintenance of software. Insofar as new program versions are transferred to the customer during the course of maintenance services, the Software GTCs of EGR will apply accordingly.