General terms and conditions of EasternGraphics GmbH for rental of software "Rental GTCs"
(status 2010-12-15)

I. Applicability

EasternGraphics GmbH's terms and conditions concerning rental ("Rental GTCs") are applicable to all contractual relationships with customers arising from or associated with rental of software from EasternGraphics GmbH ("EGR") and are to be understood as an integral element of the contract insofar as nothing to the contrary has been individually agreed in writing between EGR and the customer. The „Rental GTCs" are complementary to the "General GTCs", which are themselves, besides the "Rental GTCs", an integral part of any rental contract.

II. EGR's services

(1) EGR shall rent out to the customer the software indicated in either the price quotation or, as appropriate, in the contract, in machine-readable object code. The source code is not part of the contract and is not supplied. Depending on feasibility and/or the customer's wishes, the software shall be transferred either on a storage medium or by remote data transfer (such as download from the Internet).

(2) Details shall be given in the user manual and/or other documentation for the software concerning the functions and services performed by the software if used in accordance with the agreement ("specified products and services"). The relevant specified products and services shall be the sole definitive description of the nature of the software subject to the contract and of its appropriate use. No public statements, commendations or advertisements shall constitute contractually stated features of the software programs.

(3) EGR's services in the context of the renting out of the software shall not consist in the installation or customizing of the software, nor of training on it, nor of the performance of any activity over and above renting out the agreed software. In particular, EGR shall be under no obligation to provide services enabling connection and data exchange between the agreed and other software, whether or not there be interfaces contained in the EGR software. Any provision of such connection, and any of the additional services mentioned above, shall be furnished by EGR solely upon receipt of payment in the context of a separate agreement to be concluded with the customer.

III. Maintenance services

(1) EGR shall undertake the maintenance of the software indicated in the price quotation, confirmation of order and/or software maintenance contract (as appropriate). Unless otherwise agreed, EGR's maintenance services in respect of this software shall be as follows:

- supply of the version of the relevant program (updates) currently being marketed,
- specific removal of defects from the software.

(2) The scope of the above service is described in detail below. EGR shall be obliged to supply no other services than those which now follow.

(3) EGR shall provide maintenance only for the software being used by the customer in its current version: i.e., the customer shall be obliged to install the update supplied by EGR within a reasonable period. If the customer is using a version of the program which is not current, EGR shall carry out an inspection in return for separate payment by the customer and shall update the software in return for separate payment, the payment being dependent on the number of updates not made by the customer. If this update is infeasible with reasonable effort and time, EGR shall be under no obligation to provide maintenance for the existing software.

(4) EGR's maintenance services shall be provided only if the customer has installed the software on a system environment approved by EGR for that software.

(5) EGR's duty of maintenance shall furthermore require the software to have been installed on an operating system which is being supported in general by the manufacturer of the operating system at the time when the defect is reported to EGR. Any individual maintenance agreements between the manufacturer of the operating system and the customer for which the period exceeds the general support period shall be disregarded. Should this not be the case and if EGR remedies the defect nonetheless, the customer shall bear any costs arising on that account. The parties to the contract shall furthermore have the right of extraordinary termination of the software rental contract if the operating system on which the customer has installed the software is no longer being maintained by its manufacturer.

Clause VI. (11) of these Terms and Conditions shall be unaffected.

IV. Supply of current program versions (updates)

(1) EGR shall provide the customer with all new versions (updates) of the software to be maintained insofar as such are being currently marketed by EGR and are available. The foregoing shall not apply to extensions of the software to be maintained which EGR is launching and marketing as a new and independent product nor to new developments of the software with the same or similar functions (upgrades).

(2) The transfer of the new version shall take place either on a storage medium or by remote data transfer (such as download from the Internet), depending on feasibility and/or the customer's wishes.

V. Specific removal of defects from the software

(1) EGR shall remove within a reasonable period any defects from the software of which EGR is informed by the customer or otherwise becomes aware.

(2) It shall be prerequisite to this service that the relevant software has been installed by the customer in the current version being published or approved by EGR.

(3) EGR shall remove any defect by appropriate measures at its own discretion. The removal of defects on the customer's premises shall take place only and to the extent that no other measure promises to be successful.

(4) EGR shall have no liability for the correctness of data from third parties to be found in the software or for any errors resulting therefrom.

(5) Should it transpire that a defect notified by the customer does not in fact exist or is not caused by the software, the customer shall pay EGR for the effort involved in analysis and other work in accordance with calculations based on the current price list of EGR for the tasks in question.

VI. Customer's duty of cooperation

(1) In EGR's confirmation of order and/or the documentation relevant to the software there shall be a binding statement of the hardware and software environments (system environment) which are required for proper operation of the software. The customer shall be obliged to ensure a suitable system environment is available in due time. Should this be absent and the software supplied be solely for this reason incapable of use, the customer shall bear the responsibility alone.

(2) The customer shall be under an obligation to test all functions of the software under the customer's system environment conditions before commissioning the software. In like manner, the customer shall inspect the storage media, user handbooks and other documentation on receiving them to establish freedom from defect. If the customer finds defects, they shall be reported to EGR immediately in writing, by email or fax.

(3) The duty of cooperation described above shall be constitute a substantial contractual obligation.

(4) The customer shall be obliged to enable EGR to obtain remote access to the data processing equipment on which the agreed software has been installed and is being used. The customer shall be responsible for setting up, supporting and enabling the online connection required for the remote access and shall bear the connection costs.

(5) The removal of defects by EGR and/or EGR's maintenance services shall in all cases relate to the version of the software most recently supplied by EGR. The customer shall therefore be obliged to install the software version most recently supplied within a reasonable period. Should this not be the case and if EGR remedies the defect nonetheless, the customer shall bear any costs arising on that account in addition to paying the rental charge.

(6) The customer shall designate an officer and where appropriate a deputy who shall have authority and be empowered to make all decisions necessary to the fulfilment of the contract.

(7) Insofar as support services are rendered by means of remote data transfer techniques, the customer shall at his or her own cost make suitable equipment and programs available and ready for operation and shall maintain these.

(8) If and to the extent that work at the customer's premises proves unavoidable, the customer shall give EGR and its employees access to the rooms, machinery and software at least during normal office hours, if possible by prior arrangement, and shall make available the necessary computer time.

(9) Insofar as it is unclear which system component is responsible for faulty behavior, the customer shall first carry out an analysis of the software environment together with EGR and, if necessary, shall at his or her own cost involve commercial third parties in possession of the know-how necessary to the software environment.

(10) During the work of such third parties, the customer shall ensure a competent employee is constantly on hand who is able to give information concerning the overall system on the customer's premises, the use of the software and the defect claimed and who can carry out test runs.

(11) Insofar as such is necessary for the creation and/or use of a new version of the rented program, the customer shall at his or her own cost make available and ready for operation new versions of the operating system, the database or other resources required for the use of the software.

(12) The customer shall be under an obligation to prevent unauthorized access to the software. The customer shall store the original storage media in a place made safe from unauthorized access.

(13) The duty of cooperation described above shall constitute a substantial contractual obligation. If the customer is in breach of his or her duty of cooperation, EGR shall be under no obligation to provide its services. EGR shall have the right to terminate the software rental contract at the end of a month with two weeks' notice if the customer is in repeated or serious breach of obligation.

VII. Granting of rights (licence)

(1) EGR shall grant to the customer for a period limited to the length of the software rental agreement the non-exclusive and non-transferable right to use the software in accordance with these GTCs. This right of use is subject to reservation in respect of full payment in due time of the rental charge.

(2) The customer is permitted to install and use the software in accordance with the number of program licences named in the price quotation, confirmation of order and/or software rental agreement (as appropriate). The customer shall be permitted to use the software on any hardware he or she has available. On changing the hardware he or she shall delete the software from the hardware used to date. Simultaneous storage, stocking or use of more licences than are agreed in the contract shall not be permitted.

(3) The customer shall be permitted to reproduce the software which is subject to the contract insofar as the reproduction is required for the licensed use of the software. Such licensed use shall include installation of the software from the original storage medium onto the main memory of the hardware being used and the loading of the software into the random access memory. The customer shall be entitled to create a backup copy, which must be marked as such. This shall be used exclusively for backup purposes and shall not be passed on to third parties. Simultaneous use of the original and the backup copy shall not be permitted. No further reproductions shall be created. Reproduction by output the source code is included in this prohibition. Only one printout or copy of the user handbook and/or

other documentation shall be permitted to be made. Any further reproduction of the software, user handbook or other documentation by the customer shall require the prior written agreement of EGR.

(4) It shall not be permitted to the customer to pass the software on or to sell it or to hire it or to sub-license it to third parties.

VIII. Restrictions on right of use, overuse

The customer shall not be authorised to make any changes whatever to the software, even in order to remedy defects. This shall not apply to changes necessary for the remedy of defects insofar as EGR is in arrears with the remedy of the defect or has refused to remedy it or is not in a position so to do because it has filed for insolvency.

(2) Neither back translation of the source code supplied into other forms of code (decompilation) nor any other form of reverse engineering of the various production stages in the software shall be permitted. Permission to undertake translation of code forms for purposes of achieving interoperability with an independently developed computer program shall not be affected as long as the conditions named in § 69 e of the German copyright act (UrhG) are fulfilled.

(3) The information obtained through activities which are in accordance with § 69 e Section 2 of the UrhG shall not be permitted to be used for other purposes than those named there or to be passed on to third parties. Use of the information to create or marked a program in an essentially similar form or for any other activity which breaches copyright shall likewise be prohibited.

(4) The customer shall be forbidden to remove, alter or make illegible the copyright notices, stickers, labels or trademarks of EGR which are contained in the software or in the user handbook and/or other documentation.

(5) Commercial use of the software by way of application service providing (ASP) shall not be permitted. Furthermore, any use of the software subject to the contract which exceeds that described here, in particular simultaneous use of more licences than those which have been contractually agreed, constitutes use of the software in breach of contract. The customer shall be under an obligation to notify EGR immediately should this arise. The customer shall be construed has having agreed to pay compensation for the period of non-agreed overuse in accordance with EGR's pricelist. For the calculation of the compensation, linear depreciation over a period of four years will be a basis. If the customer does not inform EGR of the overuse, a breach-of-contract penalty shall be due at five times the price of the use made, in accordance with EGR's pricelist.

IX. Use of protective technology

(1) EGR shall have the expressly reserved right to supply the software equipped with a protective technical mechanism (copy protection), for example in the form of a dongle or software key.

(2) If EGR supplies the software with a dongle and if this fails to function, the customer shall be permitted to demand its replacement on return of the defective dongle. In case of theft or other loss of the dongle the customer shall have no right to its replacement.

(3) Circumvention or removal of the protective technical mechanisms shall be a breach of EGR's rights and may constitute an offence in law.

X. Liability for defects

(1) The legal provisions shall apply to the rights of the customer in respect of defects in the software transferred unless otherwise laid down in the following clauses.

(2) EGR shall ensure that the software fulfils the specifications described if used in accordance with the contract and has no defects which will impair its effectiveness for the contractually agreed use to anything but an insignificant degree. Insignificant deviations from the specifications shall not be construed as defects. The customer shall be construed as being aware that software of the present complex type is incapable of absolutely faultless development in the present state of the art.

(3) The customer shall have a duty immediately to inform EGR in writing, by email or by fax of any defects arising and to state and describe how the defect manifests itself, what its effects are and under what circumstances it appears. There shall be a right to claim in respect of the defect only if the defect notified is reproducible or can be demonstrated in machine-generated output.

(4) EGR shall remedy a defect properly notified by the customer by way of supplementary performance, i.e. by repair or replacement. The right of choice of the means of the supplementary performance for the remedy of a defect shall lie in the first instance with EGR. The right of EGR under the applicable law to refuse the chosen type of supplementary performance shall remain unaffected. Insofar as such is reasonable for the customer, EGR shall have the right to provide the customer with a new version of the software by way of remedy of defect (for instance an update or patch), which either no longer contains the defect complained or will remove it; or to develop an alternative solution.

(5) As long as the free supplementary performance or replacement is not to be seen as having failed, the right of the licensee to terminate the contract for reason of non-provision of use under § 543 Section 2 Item 1 of the German Civil Code (BGB) shall be excluded.

(6) EGR shall have no liability in respect of defects if defects in the software have arisen after alterations to the conditions of use or operation, after alteration of the system environment, after faults in installation or operation (as long as these faults are not caused by defects in the user handbook), after manipulation of the software such as modification, adaptation, connection to other programs and/or after use in breach of contract: unless the customer proves that the defect was already present on transfer of the software or has in no way been caused by the events listed.

(7) EGR shall have no liability for the correctness of data from the customer or third parties to be found in the software or for any defect resulting therefrom.

(8) The liability of EGR, independent of attribution of fault, for defects already present on conclusion of the contract under § 536 Section 1 of the BGB shall hereby be expressly excluded.

(9) The customer shall not be permitted to enforce a reduction in rental charge by deductions from the agreed rent. Claims in respect of loss of earnings or damages shall remain unaffected.

(10) Should it transpire that a defect notified by the customer does not in fact exist or is not caused by the software, the customer shall pay EGR for the effort involved in analysis and other work in accordance with calculations based on the current price list of EGR for the tasks in question.

XI. Termination

(1) Unless otherwise specifically agreed in the software rental contract, the contract shall begin on the first day of the month following the transfer of the software and shall run indefinitely. Each party to the contract may at the end of a full year give 3 months' notice of termination of the contract, but under no circumstances before 12 months have elapsed.

(2) Notice shall be given in writing.

(3) The right of extraordinary termination of contract for compelling reasons shall remain unaffected. EGR shall have the right to extraordinary termination if the customer is more than two months in arrears with rent.

On termination of the contractual relationship, all material objects transferred, and all materials and documents transferred in the context of the rental agreement shall be returned to EGR by the customer. The costs and the transport risks of the return of the items which were subject of the contract shall be borne by the customer. The customer shall take responsibility for returning the transferred items in no worse condition than is appropriate to their use under rental conditions in accordance with the contract and this shall apply throughout the rental period as at the time of termination of contract.

(5) The customer shall immediately delete all the software on termination of the contract from the hardware on which it has been installed or stored.

(6) It is hereby expressly pointed out to the customer that he or she may not use the software on termination of the contract and would in doing so breach EGR's copyright.

XII. Rental charge, terms of payment

(1) The rent for the use of the software shall be that established by the price quotation, the confirmation of order and/or the software rental agreement (as appropriate).

(2) Unless otherwise contractually agreed, the rent shall fall due on the third day of each month for that month.

(3) The rent shall constitute payment for the software rented and for its maintenance, repair and care. In addition to the rent, the customer shall reimburse EGR any costs of EGR's attendance on site, such as travel and overnight accommodation.

XIII. Rights of use

EGR shall afford to the customer rights of use of the new versions of the software (updates) not exceeding those to which the customer is entitled in respect of the original software under the terms of Clause VII.

XIV. Applicability of the GTCs

The terms of the GTCs relating to such matters as conclusion of contract, supply, payment and means of payment, reservation of ownership and rights, liability, limitation, place for hearings, etc. shall likewise be applied in an appropriate manner to contractual agreements for rental of software programs.