General Terms and Conditions of Contract of CAS Software AG

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§ 1 Subject Matter of Contract

1. Only the General Terms and Conditions of Contract of the CAS shall be valid. Other terms and conditions shall not become part of the contract content, even if CAS does not contradict them expressly.

2. Contractual supplements and amendments shall always require written form.

3. Even if no repeated reference is made to this upon the conclusion of further contracts, the CAS General Terms and Conditions of Contract shall be valid for commercial procedures in their accordingly valid version.

4. Illustrations within test programs as well as in product and project descriptions do not imply any warranties or the assumption of other risks.

5. The client has verified that the specifications of the contractual objects comply with the client's desires and needs.

§ 2 Contractual Objects

1. The objects of the purchasing contract for standard products shall be the licenses of standard software and / or databases (in the following designated as: contractual objects).

2. The object of the service contract shall be the licenses of software updates and updated databases, as well as the respective services related to this.

3. The object of the contract for work and services shall be the implementation of individual conceptions.

§ 3 Copyright and Intellectual Property

1 All rights to the software (the program and the user manual, possibly also such in electronic form) and the databases shall remain the sole property of CAS with regard to the relationship of the contractual parties.

2. The client shall obtain the non-exclusive authority to use the contractual objects within the client's premises for the client's own purposes, as described within the delivered user manuals and within chapters 3 – 7.

3. The client shall be allowed to load programs and data to the random access memories and the hard-drives of computers as declared in number and type within the license terms. The client shall only be allowed to create one backup copy of the programs and databases, which are to be labeled with the copyright certificate of the original data medium.

4. Any other types of uses or usage of the contractual objects shall be forbidden, especially copying, translation, processing, arrangement, and other re-processing.

5. Upon installation of a new program version or of an updated database, use authority for the previous program and database version becomes void.

6. De-compilation of the software shall be permitted within the framework of copyright laws if CAS does not provide the necessary information and / or documentation for facilitating the interoperability of the software with other programs within a reasonable time following a written request of the client.

7. The client shall be allowed to transfer the contractual objects to the client's subsidiary locations or to other third parties only by completely waivering his own legal position; Prior to any transfer, the client shall commit the recipient in writing to comply with the contractual terms of CAS. The client shall inform CAS about this in written form, and assure CAS that the client is not in possession of the contractual objects or of copies thereof any more.

8. The client has no rights to claim the delivery of source code programs.

9. If the contractual object is a test version, the client shall receive a limited usage right in accordance with the license terms. The limitations may refer to the operational location, to the time duration, as well as to the content.

§ 4 Client Cooperation

1. The client shall support CAS in executing the contract, the client shall provide for the hardware, for the operating system, for basic software, and shall provide for telecommunication equipment and the necessary number of staff members. The client shall provide CAS with all the necessary information that is needed for the execution of the contract, in a timely fashion. The client shall grant CAS access to its business rooms during regular business times.

2. Prior to interventions in the EDP system, the client shall perform a data backup; CAS shall inform the client timely, prior to such interventions.

§ 5 Delivery and Delay

1. Information about the time of delivery shall be noncommittal. Binding delivery dates need the written approval of CAS. Delivery-in-part shall be permitted.

2. Terms of delivery and performance shall be extended by the incurred time period, in which CAS is prevented in executing the delivery or performance, without fault, due to labor conflicts, acts of God, non-delivery by suppliers, staff member illness, or other unforeseen events, and such shall be extended by an adequate time period for recovery start-up upon termination of the malfunction. The same shall apply if CAS waits for information or cooperation acts of the client.

3. Any reminders and period settings of the client shall need to be in written form in order to be valid. If CAS is delayed with a delivery, the rights to claims, without regard to the type, first begin upon the fruitless termination of an additional respite, which must be at least 12 working days.

§ 6 Payment, Charging to Account and Cession

1. Payments are due within 14 days upon receipt of the invoice and the delivery without deduction. The interest rate for due date and default interest calculation shall amount to 3 percent points above the according base interest rate of the European Central Bank. The client may prove that a lower damage incurred, and CAS may prove that a higher damage incurred.

2. The client may only charge those claims to account that are undisputed or are legally determined. The client is not permitted to cession claims placed to CAS; in any case, CAS may fulfill such by performance delivery (§ 354 a German Commercial Code). Rights of retention may only be supported for claims resulting from this contract.

§ 7 Reservation of Title and Revocation Clause

1. All the deliveries of CAS are performed under the condition precedent of full payment of the purchase price. CAS shall transfer the usage rights in accordance with § 3 in connection with the license terms mentioned within the contract, under the condition subsequent that the claim of CAS has not finally been fully compensated.. The client shall immediately inform CAS in writing if third parties intend to gain access to the software of CAS, or to databases; the client shall inform third parties about the conditional and limited usage right.

2. Furthermore, CAS can revoke usage authorities if the client breaches usage limitations of the license terms attached to the contract, or if § 3 is not complied with, or if breaches of the non-disclosure obligations of § 12 occur, and if this behavior is not immediately forebeared, even if a written reminder with a cancellation threat is sent.

3. Upon cancellation of the usage authority, the client shall return all the delivered objects and copies made thereof, and shall delete stored programs and databases. The client shall affirm the return and deletion to CAS in written form.

§ 8 Acceptance of Delivery or Performance

1. Upon delivery of the contractual objects, CAS may demand a written declaration from the client containing the content that the delivery or performance is correct, complete, and without faults. The declaration shall be made within two weeks of delivery, and may only be denied if the software or databases contain faults that prevent or significantly handicap operations. The acceptance shall be deemed as declared when the client has been in possession of the software or databases for more than four weeks following delivery, without remanding faults standing against the acceptance in accordance with § 9 subchapter 1, or if the client performs payment without reservations.

2. If CAS installs the programs upon demand of the client, CAS shall report operational readiness to the client in written form. Upon declaration of operational readiness, the client may test the software or databases for four weeks (test operations). The client shall immediately report faults emerging to CAS in written form. Upon termination of test operations, the client shall declare acceptance of the software or databases to CAS in written form if no faults emerge that prevent or significantly handicap operations, which hamper the functions of the software or databases in a significant fashion. Other faults shall also be reported to CAS in written form; such shall be remedied within the framework of the warranty. Acceptance shall be also be deemed as performed if the client has not performed deny of acceptance to CAS within two weeks of test operation termination in written form.

§ 9 Warranty

1. Without regard to other legal requirements, the client shall reprimand evident faults within an adequate time duration in written form with an exact description of the fault. Late, inadequate, or unsubstantiated reprimands shall relieve CAS of its liabilities. In as far as CAS does take action, CAS shall invoice for incurred costs.

2. CAS warrants that the program functions are free from material faults. This is the case if they qualify for the specified and usual use in accordance with the contract, and display a quality that is usual among products of the same type, and can be expected by the purchaser in accordance to the type of product.

3. CAS can perform warranty by executing rework even upon performing the licensing of standard products. Rework shall be performed at the discretion of CAS, e.g. by fault remedy, by the licensing of a new program or database, or by pointing out possibilities to prevent the impacts of the fault. The client shall also accept a new program or database if this leads to acceptable costs or efforts for adaptation or re-configuration.

4. The client shall support CAS in the remedy of faults (by forwarding fault descriptions and test data, through information provided by staff members, and by allowing access to installations etc.). The client shall take adequate measures in case the software does not operate orderly, in whole or in part, especially by performing data backups, malfunction diagnosis, and periodical inspections etc.

5. If rework has finally failed, the client has the right to reduce the compensation, or to cancel the contract. Compensations shall be subject to § 10. By no means shall CAS pay the expenses for fault-remedy performed by third parties, or for contractual costs. Any other warranty claims are excluded.

6. CAS shall also support the client in troubleshooting if CAS delivery and performance has not been proven defective. If the delivery and performance of CAS prove not to be faulty, CAS shall invoice the incurred costs.

7. The warranty becomes void if the contractual objects are changed, and if the client cannot prove that the fault is independent of this change. Furthermore, CAS shall not provide warranty as long as the client uses the contractual objects contrary to the usage limitations of the license terms and of § 3 of the General Terms and Conditions of Contract.

8. The warranty period begins upon acceptance, and is effective for 1 year, unless otherwise agreed in the license terms.

§ 10 Liability

1. CAS shall be liable for damages, on whatever legal ground (e.g. for non-performance, impossibility, delay, warranty, fault at contract conclusion, breach of secondary obligation or tortious act), only in the following cases:

- For intent and gross negligence, in full;

- For simple negligence due to default, impossibility, and due to the circumstance that a significant obligation is breached and thus the achievement of the contractual purpose becomes threatened, for the compensation of the damage that was typical and to be expected, yet limited to the contractual volume, unless otherwise agreed in writing in particular cases.

2. CAS shall only be liable for the recovery of data if the client has ensured that this data can be reproduced at justifiable expenses from data stock available in machine-readable form.

3. Legal liability for personal injury and in accordance with the Product Liability Act shall remain unaffected.

4. CAS shall be liable irrespective of whether the damage is covered by the insurance of CAS or not. Upon demand of the client, an agreement can be made to extend the insurance coverage adequately for additional remuneration.

5. CAS can reason that the client and CAS are jointly responsible for the damage.

§ 11 Rights of Third Parties

CAS ensures that the transfer of rights performed in accordance with this contract does not infringe the rights of third parties. If third parties assert claims against the client due to conflicting property rights, the client shall immediately inform CAS. In place of the client, CAS can fend off or satisfy claims, or compensate the client for expenses incurred from fending off claims of third parties. Instead, CAS may also substitute the affected deliveries and performances within an adequate timeframe for equivalent deliveries and performances.

§ 12 Non-Disclosure and Archiving

The contracting parties commit themselves not to disclose any and all the information, documentation, and data brought to knowledge to them during the provision of contractual services nor to permit third parties access to this information, documentation and data, nor use them in any other manner. The contracting parties shall point out the written obligation to maintain confidentiality to their staff members, who gain official access to the contractual objects. The client shall keep safe and secure the contractual objects in a fashion that prevents any abuse by third parties. Upon demand, CAS shall delete the data made available by the client and return or destroy documents made available to CAS.

§ 13 Final Provisions

1. The place of jurisdiction for disputes in connection with this contractual relationship shall be Karlsruhe, Germany, if the client qualifies as a full legal merchant (in accordance with German Commerce Code HGB) or is legally equivalent.

2. Writing is essential to the validity of the present contract.

3. This contract shall be governed exclusively by the laws of the Federal Republic of Germany. The stipulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG), however, shall not be applicable.

Please note that only the German version of the terms and conditions is legally binding.

**General Terms and Conditions of Contract July 2013
CAS Software AG, Karlsruhe, Germany**