

General Terms & Conditions of Business of HJP Consulting GmbH (HJP) - March 2007

1. Application of these general terms and conditions

- 1.1 These general terms and conditions apply to all business transactions with our customers which relate to the provision of consultancy services for the development of concepts or software or the creation thereof, provided such customers are business entrepreneurs, public law legal entities or public law special properties.
- 1.2 General terms and conditions of our customers which conflict with, add to or deviate from these general terms and conditions are not accepted.
- 1.3 In the context of an ongoing business relationship, these general terms and conditions apply even if we do not expressly refer to them in subsequent transactions, provided they have once been validly included.

2. Elements of the contract

- 2.1 Our quotations are non-binding. We reserve the right to commit our resources in other ways prior to acceptance by the customer.
- 2.2 Contracts with us are concluded only once and if we have declared acceptance in writing or we have executed the commissioned performance. Alterations and additions to agreements concluded with us are valid only if made in writing.
- 2.3 Decisive for the scope of our deliveries and performances is our binding offer or our written declaration of acceptance.
- 2.4 The following documents form essential components of the contractual relationship:
 - 2.4.1 Our quotation.
 - 2.4.2 The agreed work specification.
 - 2.4.3 Our project methodology as set out in the HJP Project Manual
 - 2.4.4 The customer specification, if existing.
- 2.5 Should there be contradictions within the documentation, then the documents listed above take precedence over one another in the order in which they are numbered in Para. 2.4.

3. Preparatory documents

- 3.1 All rights to our quotation documents and to documents made available to the customer prior to entering into an agreement with the customer remain reserved.
- 3.2 Without our prior written consent, the customer shall not reproduce these documents, whether wholly or partly, make them available to third parties or use them other than for the purpose for which they have been supplied to him.

4. Time allowed for performance

- 4.1 We carry out the agreed performances within 3 months from the time when the customer has fulfilled all of its preparatory co-operation obligations as defined in Para. 5.

5. Customer's co-operation obligations

- 5.1 The customer designates to us by name as project co-ordinator one of its employees responsible for the project.
- 5.2 The customer grants us and our vicarious agents access to all of its business premises and equipment, offices, documents, telephone and computer systems and other operational equipment, in so far as such access is necessary for us in order to carry out our contractual services. This includes disclosing any access codes, and the provision of keys, cards or other means of authorization.
- 5.3 In addition to the project co-ordinator, the customer informs us of the names of the employees taking part in the project and of their function and their decision authority. The customer ensures that all project staff is adequately briefed regarding the aims and content of the project. Every employee participating in the project shall, by being given respective priorities, be allowed sufficient working time for working in the project.
- 5.4 The customer regularly maintains its software and hardware environment and up-dates this in accordance with the latest developments in science and technology; in particular, the customer takes care that effective and up-to-date protection against attacks by viruses, worms and trojans is constantly in place. Changes to the software and hardware environment which can have an effect on our services are to be notified to us in advance.
- 5.5 In accordance with the current state of science and technology, the customer secures its data regularly in line with the relevant industry standards.
- 5.6 The customer guarantees that it possesses all legal rights required so that we can carry out our work. The customer indicates to us any inadequate rights on its part before the start of our work.
- 5.7 If problems arise, the customer is required to make available to us all relevant information and documentation of the problem which has arisen and the data carriers required for its correction together with the data (e.g. log files). Each problem case is to be documented by the customer promptly, as fully as possible and in detail, and to be reported to us via the responsible project co-ordinator. The customer implements promptly any measures requested by us in order to analyse and correct the problem and to avoid further risks.

6. Inspection and acceptance

- 6.1 In the case of a work agreement, the customer is required to inspect our work promptly after it is made available for acceptance. Upon request, the customer shall confirm in writing to our employees or vicarious agents the scope and completion of the work and to declare its acceptance, in so far as no material defects exist.
- 6.2 Our performances are deemed to be accepted, if the customer does not notify us of essential defects within 30 days after our performances have been made available to the customer, provided we have, when making available our services to the customer, pointed out to the customer the deadline and the consequence of a deemed acceptance which comes into existence with the expiration of the deadline unless the customer notifies us of material defects within the deadline.
- 6.3 With the start of operational use of our performances, in particular for production purposes, our performances are deemed to be accepted as free of defects, unless the customer has notified us in advance of any material defects.

7. Remuneration; due date; advance payment

- 7.1 Unless otherwise agreed, our services are to be paid for monthly in arrears on a time and material basis at a daily rate of EUR 1,850.00. The working time of our staff is calculated in time units of 15 min. In addition to the working time spent, the customer pays for travelling and waiting time, as well as reasonable expenses, travel and overnight accommodation costs. .
- 7.2 The charges for our services are ex works prices (ex works, EXW incoterms 2000) exclusive of VAT (if applicable).
- 7.3 Our invoices are due for payment without deduction in cases of sales or service contracts immediately with delivery or completion of the work, or in cases of work contracts immediately with acceptance or deemed acceptance, and receipt of our invoice by the customer.

8. Intellectual property rights; third-party software

- 8.1 Subject to full payment of our performances, the customer is granted a non-exclusive, sublicensable and transferable right of use to such performances. In the case of software, the right of use relates only to the object code, not to the source code. In all other respects all rights remain reserved. Until our work has been fully paid, the customer is entitled to make use of our performances only in so far as this is necessary in order to verify whether we have performed as contractually agreed.
- 8.2 The provision of third-party software to the customer is the subject of a separate contractual relationship between us and the customer. These general terms and conditions do not apply to this separate contractual relationship.

9. Warranty

- 9.1 The following applies
 - 9.1.1 in so far as sales-contract law is applicable: if the goods supplied are defective, then we are initially entitled and obliged to subsequent performance as defined in Art. 437 No. 1 German Civil Code (BGB). In complicated cases we are entitled to at least three attempts of subsequent performance. If the subsequent performance finally fails, the customer is entitled to withdraw from the contract or to reduce the purchase price in accordance with Art. 437 No. 2 BGB and to demand damages in accordance with Art. 437 No. 3 BGB. For the damages, Para. 10 applies.
 - 9.1.2 in so far as work-contract law is applicable: if our performances have a defect, then we are initially entitled and obliged to subsequent performance as defined in Art. 634 No. 1 BGB. In particularly complicated cases we are entitled to at least three attempts of subsequent performance. If the subsequent performance finally fails, the customer is entitled to withdraw from the contract or to reduce the payment in accordance with Art. 634 No. 3 BGB and to demand damages in accordance with Art. 634 No. 4 BGB. Claims of the customer to rectify the defects at our cost in accordance with Art. 634 No. 2 BGB (*Selbstvornahme*) are excluded. For damages, Para. 10 applies.
 - 9.1.3 in so far as service-contract law is applicable: if the work we have done is defective, then we are initially entitled and obliged to rectify the defects. In particularly complicated cases we are entitled to at least three attempts to rectify the defects. If this finally fails, the customer is entitled to damages in accordance with Para. 10.
- 9.2 Warranty claims of the customer are excluded if the customer or third parties make changes to our performances without our prior written consent, unless the customer is able to prove that the defect does not result from these changes..
- 9.3 Claims by the customer based on in-kind and legal defects of our performance are time-barred in the case of sales contracts with the expiration of 12 months after delivery, in the case of service contracts with the expiration of 12 months after completion of the provision of service, in the case of work contracts with the expiration of 12 months after acceptance or deemed acceptance.

10. Liability

- 10.1 We are liable without limitation in the case of wilful act or gross negligence, and also in the case of damage to life, body and health.
- 10.2 In the case of breach of essential contractual obligations resulting from slight negligence our liability is limited to the foreseeable and contractually typical damage.
- 10.3 In all other respects our liability is excluded.
- 10.4 Our liability pursuant to the German Product Liability Act remains unaffected.
- 10.5 The personal liability of our legal representatives and vicarious agents is limited as is our own liability in accordance with the provisions set out above.

11. Contract term; (premature) cancellation

- 11.1 The contract is valid from the time it is agreed until both parties have fully carried out their contractual performances.
- 11.2 The customer's right to terminate an agreement in accordance with Art. 649 BGB is excluded, unless a time limit for performance of over 6 months has been agreed.
- 11.3 The right to terminate an agreement for cause remains unaffected.

12. Exclusion of set-off and assignment; sub-contractors

- 12.1 The customer is entitled to exercise a set-off only in the case of undisputed claims or claims which have been finally determined by the responsible courts.
- 12.2 The assignment of customer's claims arising from contractual relationships with us is effective only with our prior consent.
- 12.3 We are entitled to involve third parties in order to fulfil our contractual obligations.

13. Place of jurisdiction; applicable law

- 13.1 Exclusive place of jurisdiction is Paderborn, Germany. However, we also have the right to file claims with the court which has jurisdiction where the customer has its registered office.
- 13.2 The legal relationship is subject to the laws of the Federal Republic of Germany with the exclusion of its conflict of laws provisions. The United Nations Convention on the International Sale of Goods (CISG) does not apply.