

myview systems GmbH (hereinafter referred to as **MYVIEW SYSTEMS**):

General Terms and Conditions of Business (GTCB)

Status: 1 January 2012

§ 1 Contractual Content

- (1) The MYVIEW SYSTEMS contractual conditions shall apply exclusively. No other conditions shall be deemed part of the agreement, even where MYVIEW SYSTEMS has not expressly rejected them.
- (2) Where the parties to the agreement do not make any written agreement to the contrary, and even where no reference is made hereto at the making of other agreements, the edition of the MYVIEW SYSTEMS GTCB valid at the relevant time shall apply in all business dealings.
- (3) Depictions and representations in test programs and in product and project descriptions shall not constitute any promises of specific properties. Any and all promises of properties shall require express written confirmation by MYVIEW SYSTEMS.
- (4) Offers made by MYVIEW SYSTEMS shall be deemed subject to confirmation and non-binding unless the offer has been expressly designated in writing by MYVIEW SYSTEMS as binding. The Client's offers shall be deemed binding on him for a period of four weeks. A contract shall be deemed to come into existence either upon written confirmation of order by MYVIEW SYSTEMS or by implementation of the order by MYVIEW SYSTEMS.
- (5) MYVIEW SYSTEMS shall be deemed entitled to commission subcontractors for the performance of its contractual supplies and services.

§ 2 Familiarity with the Product

The Client is familiar with the essential functional features of the software. The Client has verified that the specification of the contractual goods meets his wishes and his needs. The Client has submitted his requirements for modifications to the standard product by means of a scope statement. The Client has taken expert advice before making the Agreement. MYVIEW SYSTEMS can provide advisory services against separate payment in the context of a separate Service Agreement.

§ 3 Scope of Supplies and Services

- (1) The nature and scope of supplies and services shall firstly be determined by the Agreement, then by the written confirmation of order by MYVIEW SYSTEMS and the approved scope statement. Changes and/or augmentations shall require written confirmation by MYVIEW SYSTEMS.
- (2) MYVIEW SYSTEMS shall provide standard software and individual software developed for the Client in the form of machine code. The Client shall receive for the standard software user documentation in electronic form, which may also be contained in the program. Where this has been contractually agreed in writing, the Client shall receive a user manual for the individual software and for software modifications. The development of individual software shall take account of the latest state-of-the-art. The Client shall be entitled to require in writing modifications and augmentations. MYVIEW SYSTEMS shall be deemed entitled to decline to implement the modification(s) requested in cases in which the normal appropriate remuneration for this is not agreed to and/or where implementation would not be reasonable in view of the scope of company capacities and/or would necessitate disproportionate staffing and/or technical cost and effort.
- (3) It is to be assumed that any modifications ordered will necessarily prolong the agreed implementation periods. MYVIEW SYSTEMS undertakes to notify to the Client within an appropriate period the necessary extra costs and effort and any foreseeable changes to the time schedule. Remuneration shall be based on the MYVIEW SYSTEMS price-list applicable at the relevant time. Where the Client fails to agree in writing to the change within ten working days from receipt, MYVIEW SYSTEMS will implement the Agreement taking no account of the modification request(s).

§ 4 Copyright and Assignment of Rights

The software (program and manual) supplied by MYVIEW SYSTEMS is protected by copyright. MYVIEW SYSTEMS shall be deemed within the relationship between the parties to the agreement to possess sole rights to the software and to software provided in the context of support and also to all documentation provided by MYVIEW SYSTEMS in the context of initiation and implementation of the Agreement and/or in the context of training provisions. This provision shall also apply in cases in which the software originates from the Client's specifications and/or his employees. The scope of licensing shall be determined by the Licensing Agreement.

§ 5 Cooperation by the Client

- (1) The Client shall without charge support MYVIEW SYSTEMS in implementation of the Agreement by providing in good time and to the necessary extent, for example, employees, work rooms, hardware, operating system and basic software, necessary documentation and necessary compatible test data and telecommunications facilities.
- (2) The Client shall prior to the commencement of any furnishing of services by MYVIEW SYSTEMS perform data back-up on the data-processing system or shall otherwise ensure that the up-to-date data from data sets available in machine-readable form are reproduced with a reasonable level of cost and effort. MYVIEW SYSTEMS undertakes to inform the Client prior to the commencement of work on the data-processing system.
- (3) Where MYVIEW SYSTEMS is to furnish services, and support services, in particular, by means of remote maintenance, the Client shall at his own cost ensure the

existence of the necessary technical preconditions and shall after corresponding contact by telephone grant MYVIEW SYSTEMS access to his data-processing system. Where no agreement to the contrary has been made, the Client shall ensure the availability of up-to-date system-program versions, and, where this is necessary for the successful furnishing of the services, assure the availability of network, data-base and other system-related and/or application-related software. MYVIEW SYSTEMS shall be deemed to enjoy the rights accorded in §§ 642 and 643 of the German Civil Code (German abbreviation: BGB) where the Client fails to meet his obligations to cooperation.

- (4) The parties to the Agreement shall each appoint a project manager and a deputy for this manager, both of whom must be authorised to take decisions for the project. The parties to the Agreement shall mutually notify each other in writing concerning any change of project manager.

§ 6 Service Times, Delays

- (1) MYVIEW SYSTEMS furnishes these services during normal working hours, Monday to Friday (8:00h to 17:00h) in its own premises or, after agreement, at the Client's premises. In the latter case, travelling times and travelling costs will be separately invoiced to the Client. Where no agreement to the contrary has been made in writing, information concerning times for performance and for delivery shall be deemed to be non-binding. Part-deliveries shall be deemed permissible.
- (2) Furnishing and delivering times shall be extended by any period for which MYVIEW SYSTEMS, due to circumstances for which MYVIEW SYSTEMS is not responsible (e.g. industrial disputes, Force Majeure, unavailability of employees and/or technical equipment without culpability on the part of MYVIEW SYSTEMS, failure of sub-suppliers to deliver, etc.), is unable to furnish the supplies/services plus an appropriate restart period after the cessation of the hindrance.
- (3) MYVIEW SYSTEMS shall be deemed to incur arrears only once a reminder for payment has been sent. All reminders for payment and all setting of periods by the Client shall require to be in writing in order to attain validity. Extension periods granted must be of appropriate duration and may in no case be less than twelve working days.

§ 7 Due Date, Setting-off and Assignment

- (1) All invoice amounts shall be deemed due for payment without deduction immediately upon receipt of the relevant invoice. MYVIEW SYSTEMS shall be deemed entitled to charge interest on arrears of payment at 4.5 % above the current base rate. Where the Client incurs arrears in payment, MYVIEW SYSTEMS shall be deemed to be entitled to demand immediate payment of all receivables still outstanding and of all receivables becoming due for payment until such time as payment has been made in full.
- (2) Supplies and services and, in particular, services (advisory service, configuration, installation tests) which are not expressly covered by the relevant agreement shall be agreed separately and shall be charged on a pro rata basis in accordance with the daily rates agreed in each particular case. Accessories, data carriers, extra costs for services provided at the Client's request outside of normal working hours and/or at the Client's premises shall be charged in accordance with the MYVIEW SYSTEMS price-list applicable at the relevant time.
- (3) Where no agreement to the contrary has been made, MYVIEW SYSTEMS shall be deemed to be entitled to require progress-based payments. Services/supplies charged on a pro rata basis shall be invoiced and paid close to the time of their furnishing or in each case at the end of the month of their furnishing against presentation of documentation of the supplies/services furnished plus any additional costs. Training provisions will be invoiced immediately upon receipt of the registration of the participant(s).
- (4) All prices stated are net prices to which Value Added Tax at the legally applicable rate must be added.
- (5) MYVIEW SYSTEMS ships items covered by the Agreement at the Client's expense. The place of fulfilment shall be the place of business of MYVIEW SYSTEMS. The risk of accidental loss or damage shall be deemed to be passed to the Client upon handover of the correctly packaged goods to the person or persons responsible for transportation.
- (6) The Client shall be deemed entitled to set-off only amounts receivable recognised by MYVIEW SYSTEMS or legally enforceable. Payments by the Client shall in all cases be booked in acc. with § 366 Para. 2 and § 367 of the German Civil Code (German abbreviation: BGB). The Client may derive a right of withholding only from claims arising from this Agreement.
- (7) The Client may assign claims arising from this Agreement only with the prior written agreement of MYVIEW SYSTEMS.

§ 8 Acceptance

- (1) MYVIEW SYSTEMS shall be deemed to be entitled to require from the Client after each and every delivery/furnishing of service(s) a written declaration that the delivery/the service(s) is/are correct, complete and free of defects. Such declaration may be refused only where the supply/service(s) exhibits significant and/or non-remediable deficits/defects.
- (2) The declaration shall be deemed to have been effected where the Client uses the contractual items without complaint for longer than four weeks from the delivery or expresses his approval in any other manner, such as failure to respond to a request for acceptance/acceptance inspection or by payment of the remuneration due.

§ 9 Duty of Examination and Notification of Complaint

The Client undertakes to have all supplies/services by MYVIEW SYSTEMS examined immediately by a qualified employee in accordance with the commercial-law provisions (§ 377 and § 378 of the German Commercial Code [German abbreviation: HGB]) and to notify any defects/deficiencies in writing complete with a precise description of such defects/deficiencies. The defect/deficiency must be described in such a way that it can be reproduced. This duty is orientated around the Client's abilities to ascertain and name such defects/deficiencies. Any notification of defects/deficiencies must also include information on the type of defect/deficiency, the module in which the defect/deficiency has occurred and the work being performed on the computer when the defect/deficiency occurred.

§ 10 Warranty

(1) Defects/deficiencies in the sense of the warranty shall solely be reproducible defects/deficiencies, the cause of which can be found in deficiencies in the quality of the object of supply, and also deviations in the functionality of the object of supply from the documentation. The precondition for the existence of a defect/deficiency shall be that such defect/deficiency existed at the time of passing of risk and that the suitability for contractually presupposed or customary use is diminished not only insignificantly. A functional impairment resulting from hardware defects/deficiencies, environmental conditions, incorrect operation, etc., shall not be deemed to constitute a defect/deficiency.

(2) MYVIEW SYSTEMS shall be deemed entitled initially to meet its warranty obligations by means of repair/reworking. MYVIEW SYSTEMS shall be deemed entitled to repeat services once furnished. Reworking of hardware shall at the option of MYVIEW SYSTEMS be accomplished by means of repair or resupply. The reworking of software supplies/services shall at the option of MYVIEW SYSTEMS be accomplished by means of the provision of a new program version or by MYVIEW SYSTEMS indicating possibilities of avoiding the effects of the defect/deficiency ("workaround"). The Client shall apply the workaround until delivery of the next, debugged program version. Total elimination of Software defects by means of reworking is not possible in all cases. The Client shall even in cases in which this results in a reasonable level of costs and effort for adaptation accept a new program version which does not contain the defect/deficiency, and also replacement hardware.

(3) In the case of items supplied by third-parties and, in particular, of software and/or hardware supplied by an upstream supplier, the time needed for elimination of defects/deficiencies will depend on such upstream supplier's organisation. In cases in which the customer cannot be reasonably expected to wait for the next debugged software version, MYVIEW SYSTEMS undertakes to attempt to find a "bypass solution" (workaround).

(4) Where reworking, despite multiple attempts and despite an appropriate deadline set in writing, ultimately fails, the Client shall be deemed entitled to reduce the fee payable appropriately or to cancel the Agreement. In the case of support and maintenance agreements the Client shall in place of reducing the fee be deemed entitled to extraordinary termination. § 11 shall apply to claims for damages. Any and all other rights under the warranty shall be deemed to be excluded.

(5) The Client undertakes to implement within a reasonable scope all measures necessary for the ascertainment, limitation and documentation of the defects/deficiencies. In case of warranty claims, the Client shall provide to MYVIEW SYSTEMS all available information and shall support and assist the elimination of the defects/deficiencies.

(6) MYVIEW SYSTEMS shall not be held responsible for problems or defects caused or partially caused by the environment (e.g. operating system, software and other hardware) of the contractual hardware and software until problems not arising from the supplies/services under this Agreement have been eliminated or excluded. Where MYVIEW SYSTEMS nonetheless takes action and/or where it later becomes apparent that the supplies and services provided by MYVIEW SYSTEMS did not contain any defects, MYVIEW SYSTEMS will charge to the Client the costs thus incurred. This provision shall not apply where the Client is able to prove that the problem resulted from the supplies/services of MYVIEW SYSTEMS.

(7) The warranty period shall be 24 months and shall commence with the handover of the goods or upon acceptance of the service.

§ 11 Limitation of Liability

MYVIEW SYSTEMS undertakes, irrespective of the legal basis (e.g. non-fulfilment, impossibility of fulfilment, delay, warranty, legal defects, negligence in the making of the Agreement, breach of collateral duties or tortious act), to provide liquidated damages to the following extent only:

In case of intent, MYVIEW SYSTEMS bears full liability.

In case of gross negligence and in case of the absence of a promised property, MYVIEW SYSTEMS accepts liability in the amount of the foreseeable loss or damage which was intended to be prevented by the duty of care or the guarantee of properties, but limited to the amount owed from the Agreement for all cases of loss or damage resulting from this Agreement and requiring reimbursement under this provision. In case of moderate negligence, in case of delay, impossibility and ordinary negligence infringement of a material contractual obligation or of an obligation so material that the attainment of the purpose of the Agreement is jeopardised, MYVIEW SYSTEMS accepts liability for reimbursement of loss or damage which was typical and foreseeable but limited to the net price of the causal module up to a maximum of 50,000.00 € but not for indirect consequential damage, loss of profits, savings not realised or any other forms of loss or damage.

Claims for damages shall be excluded in cases in which MYVIEW SYSTEMS is unable to meet its obligations because a supplier has not supplied correctly or not supplied on time. MYVIEW SYSTEMS shall bear liability only if MYVIEW SYSTEMS fails to implement correctly an order placed by a third-party.

Legal liability in case of harm to persons and liability under the Product Liability Act shall remain unaffected by these provisions.

Where a MYVIEW SYSTEMS insurance covers the loss or damage, MYVIEW SYSTEMS undertakes to provide the payment under the insurance to the Client in its full amount and without application of the agreed liability limitation but less any amount already paid by MYVIEW SYSTEMS.

MYVIEW SYSTEMS shall bear liability for the recovery of data only where the Client has ensured that such data can be reproduced at reasonable cost and effort from data sets available in machine-readable form. This liability limitation shall be deemed not to apply in case of intent and gross negligence. The objection of contributory negligence shall be deemed not to be affected by these provisions.

A period of statutory barring of one year shall apply to claims by the client arising from non-fulfilment, impossibility of fulfilment, delay, positive infringement of the Agreement, negligence in the making of the Agreement and/or cancellation of the agreement.

§ 12 Retention of Title

(1) MYVIEW SYSTEMS reserves all copyrights and ownership title of the items delivered pending complete settlement of all existing claims arising from the business relationship with the Client. The Client shall inform MYVIEW SYSTEMS in writing immediately in case of any seizure of the reserved-title goods by third-parties and shall inform such third-parties of MYVIEW SYSTEMS.

(2) The Client's claims resulting from any further disposal of the goods subject to retention of title shall be deemed to be assigned even now to MYVIEW SYSTEMS for the purpose of securing all claims by MYVIEW SYSTEMS resulting from the business relationship. This provision shall apply irrespective of whether the goods subject to retention of title are further disposed of without or after processing. The Client shall until further notice be deemed entitled to transfer the assigned claim to MYVIEW SYSTEMS. MYVIEW SYSTEMS will revoke the authorisation to receive amounts on its behalf if the Client incurs arrears in payment and/or if MYVIEW SYSTEMS becomes aware of circumstances which impair the Client's creditworthiness. MYVIEW SYSTEMS will then disclose the assignment to the Client's customer.

§ 13 Confidentiality and Safekeeping

(1) The parties to the Agreement undertake to treat as confidential even beyond the expiry or termination of the Agreement any and all information and documents obtained from the respective other party to the Agreement or otherwise becoming known to them, such information and/or documents containing business and/or operational secrets and/or being marked as confidential. This provision shall apply in particular to the software supplied by MYVIEW SYSTEMS and to all copies thereof made by the Client. The parties to the Agreement undertake to keep safe and secure these items in such a way that access to the items by third-parties is excluded.

(2) Employees of the parties to the Agreement and third-parties involved in the implementation of the Agreement who have in the course of their duties access to the items mentioned in Para. 1 must be instructed in writing concerning their duty of confidentiality and safekeeping.

§ 14 Written form, Legal venue

Any and all amendments and augmentations to the Agreement shall require to be in written form in order to attain validity. The same provision shall apply to any revocation of the requirement for written form. Commercial representatives of MYVIEW SYSTEMS have no legal authority (power of attorney) to act on behalf of MYVIEW SYSTEMS. Where the Client is a professional business person/business entity, a legal entity under public law or a special fund under public law, the legal venue for any and all disputes arising in conjunction with this contractual relationship shall be Paderborn, Germany. MYVIEW SYSTEMS shall also be deemed to be entitled to initiate legal action before any court bearing general jurisdiction for the registered place of business of the Client.

Only the formal and material Law of the Federal Republic of Germany shall apply to the Agreement, with the express exclusion of the UNCITRAL rules on contracts for the international sales of goods.