General Terms and Conditions

(Status: October 2012)

1. Scope of Applicability

1.1. The falk-enrich GmbH, Wasserturmallee 47, 68766 Hockenheim (henceforth, "Supplier") is an operator of the Internet platform "License12", a "software as a service" platform for the central administration and distribution of IT contracts.

1.2. The following terms and conditions shall apply to all web-based applications and services (henceforth "SaaS-Services"), which are provided to the customer on the platform "License12."

1.3. These general terms and conditions of the Supplier shall apply exclusively. Any contrary or thereof deviating terms and conditions of the customer do not become a contract component, even in the knowledge thereof, unless their validity is explicitly approved by authorized agents.

2. Subject Matter of the Contract

2.1. Subject matter of the contract is the use of available SaaS-Services on the platform "License 12." They encompass also the assignment of storage space on central servers on which the customer data, created and processed during use of the software, is stored for the duration of the contract relationship.

2.2. The specific scope of service and functionality of the SaaS-Services is listed in the respectively valid specification at the conclusion of contract. The use of the SaaS-Services does not include the permission to install the software locally on the customer's system.

2.3. The Supplier is authorized to render the SaaS-Services through third parties as subcontractors. It is liable for the work performed by its subcontractors as well as for its

own.

3. Conclusion of Contract

3.1. All Supplier offers are non-binding and subject to change.

3.2. Upon filling out and sending the online order form and/or uploading the IT agreement the customer shall render his/her binding consent to the contractual offer.

3.3. The contract shall come into force upon receipt of the order confirmation, no later than upon provision of the services by the Supplier.

4. Technical Specifications, Point of Service Provision

4.1. The use of the SaaS-Services made available within the framework of the platform "License12" requires the use of a general personal computer with a current web browser and an internet connection as well as possibly the fulfillment of other technical requirements listed in the respective specifications.

4.2. The point of transfer of the SaaS-Services is the router exit from the data center to the Internet, as used by the Supplier. The customer himself/herself is responsible for the Internet connection, the provision or the upkeep of a network connection to the data center as well as the acquisition and provision of network components for the Internet.

5. Access, Authentication

5.1. Except for certain services that do not require a registration (e.g. QuickBenchmark), services on the SaaS platform are based on a prior registration. The use of such registration

based SaaS-Services require registration of the customer through an authorized individual person. In such case, the customer agrees to provide accurate and complete information in accordance with the registration form and to keep the data current, even after registration.

5.2. During the use of the registration-based SaaS-Services authentication shall take place of the company-own users to be stated by the customer beforehand by name, inter alia through inspection of the username and the password of the respective user.

5.3. It is the customer's sole responsibility to keep his/her access data – especially user name and passwords – confidential and to not make them available to a third party. They may only be used in an encrypted form on the personal computers, flash drives, CD-ROM and other data carriers. The user must in particular ensure that during browser-based saving of passwords sufficient encryption technology is used. Furthermore, for registration based services the customer must ensure that the use of the SaaS-Services is performed exclusively by the customer and/or the company-own users named by the customer and exclusively in accordance to these Terms and Conditions. The customer agrees to immediately notify the Supplier about the loss of access data, the passwords, or in case of suspicious misuse of these data. Apart from that the Supplier is entitled to block the access in case of misuse of its SaaS-Services.

5.4. The customer is liable for any use/activity which is executed by using the access data of the customer and/or the company-own users named by the customer, unless the customer can prove that he/she has not breached his/her obligation to exercise care.

5.5 In the event that the employment relationship between the customer and a company-own user named by the customer is discontinued, the customer must ensure that the access data of the pertinent user is immediately deleted in order to block future unauthorized use of the SaaS-Services.

6. Availability of the SaaS-Services

6.1. The SaaS-Services made available on the platform and activated for use are in principle made available 7 days per week, 24 hours daily with an average availability of 99%, related to one year of performance, as of date of transfer (cf. Section 4.2).

6.2. The monitoring of the basic functions of the SaaS-Services is done on a daily basis. The Supplier is entitled to interrupt the availability of the SaaS-Service for up to a maximum of 10 hours per month for maintenance purposes or due to technical requirements, whereby the interruption must be in the time between 22:00 hrs – 08:00 hrs CET and must be announced to the customer respectively three days in advance via Email.

6.3. The Supplier may additionally limit the access to the SaaS-Services if the security of the network, the upkeep of the network integrity, in particular the avoidance of network defects, the software or the stored data makes it necessary. The Supplier shall inform the customer beforehand via Email of any hereby necessary longer non-availability.

7. Customer Duties and Obligations

7.1. The customer agrees to comply with all duties and obligations which are necessary for the implementation of the contractual SaaS-Services. The customer must in particular:

a) provide the Supplier with the data necessary for the use of the SaaS-Services in a manner meeting the Supplier specifications;

b) ensure that during the use of the SaaS- Services all pertinent laws and other legal stipulations of the Federal Republic of Germany are observed;

c) not transfer any data or contents on servers of the Supplier which violate legal regulations or infringe any property rights or copyrights or any other third-party rights;

d) not download, or have downloaded, any unauthorized data or contents, or not intervene in programs which are operated by the Supplier or not enter into the data network of the Supplier without authorization or promote such an entrance;

e) immediately notify the Supplier of any interruptions or defects of the SaaS-Services and to provide all information necessary to remedy the defect.

7.2. The necessary permission by the respective party must be obtained if, during the use of the SaaS-Services, the customer collects, processes, and uses any personal data and does not infringe on any statutory regulated activity. The customer also agrees to immediately notify the Supplier if the Supplier is to process any sensitive data pursuant to Section 3 Para 9 Federal Data Protection Act.

7.3. The Supplier and its vicarious agents are to be held harmless from any third-party claims which are based on an unlawful use of the SaaS-Services by the customer or which take place with customer's consent or, in particular, which are a result of any data-protection, copyright infringements or other legal disputes which were caused by an illegal act of the customer during the use of the SaaS-Services. If the customer recognizes or should have recognized that such an infringement is imminent, the customer has the responsibility to immediately notify the Supplier thereof.

7.4. The Supplier is authorized to close the SaaS-Service at the expense of the customer in cases of serious infringements against the customer duties outlined in Section 7.1 – 7.3 as well as in cases of any founded suspicion of such a breach of duty of the SaaS services.

8. Rights of Use

8.1. The Supplier hereby grants to the customer the non-exclusive, non-transferable and not-licensed rights to use the SaaS-Services via the Internet. The customer shall not receive any further rights.

8.2. The customer is not authorized to use the SaaS-Services beyond the terms of this contract or have a third party use them or make accessible to a third party. The customer is in particular not authorized to copy the software or parts thereof or to sell it.

8.3. The customer agrees to immediately provide to the Supplier, upon demand, all information for the assertion of claims against a third party based on unlawful use, in particular

their names and addresses as well as the scope and form of the unauthorized use.

9. Data-Hosting

9.1. Upon activation of the pertinent SaaS- Services, the Supplier shall provide the customer with storage space and computer capacity on a server in a data center. The provision of the storage space shall take place on servers within the Federal Republic of Germany.

9.2. The use of the storage space by the customer may only take place during the functionality provided therefore. In particular, the customer is only authorized to up-load and download data if such a data transfer is expressly intended within the framework of the existing functionalities.

9.3. The customer is not authorized to provide the storage space to a third party, neither partially nor fully, for remuneration or free of charge.

9.4. The customer does not possess any rights in rem in the servers and is generally not authorized to demand access into the premises where the servers are stored. Hereby unaffected are the access rights of the data-protection personnel of the client upon written notification and at its cost for the inspection of adherence to the requirements pursuant to Section 9 Federal Data Protection Act (BDSG) as well as the other legal and contractual handling of the Supplier regarding personal data.

9.5. The Supplier is obligated to take suitable preventive measures against data loss in the case of a computer crash and to prohibit the unauthorized access by a third party to the data of the customer. For this purpose the Supplier shall make regular backups of the entire data pool of all customers, inspect the data for viruses as well as install firewalls and similar measures.

10. Terms and Conditions of Payment

10.1. The amount of the remuneration for the SaaS-Services agreed with the Supplier in the contract is derived from the price list released on the Supplier website at the time of the order.
10.2 The Supplier is entitled to send the in-

voices via Email to the customer and/or make them available to the customer online. If the customer requests an invoice via regular mail then the Supplier is entitled to charge extra for handling fees and postage per invoice in accordance with the current price list.

10.3. The payment is immediately due after its issue without any deduction and may be paid by the customer via credit card, direct debit or against commercial invoice.

10.4. The customer is obligated to reimburse the Supplier with any applicable bank charges for any return debit notes, provided that the customer is responsible for the return debit notes.

10.5. If the customer is in default in payment, then the Supplier is authorized to charge interest rates in the amount of 8% above the respectively valid European Central Bank. The assertion of a further-going damage shall be unaffected hereby.

10.6. If the customer is in default for payment, the Supplier shall be entitled to block the access of the SaaS-Services and to stop the delivery of any other products requested by the customer until all claims from the entire business relationship with the customer are satisfied by the customer, regardless on what legal basis.

10.7. Any offsets are only permissible for claims which were recognized by the Supplier or are legally valid. The customer may only claim a retention right if it is based on the respective contractual relationship.

11. Liability

11.1. The Supplier shall be held liable without restrictions for any intent or gross negligence for all damages resulting from this agreement.

11.2. In cases of minor negligence the Supplier shall be held liable without restrictions for cases of death, personal injuries, and health. Apart from that, the Supplier shall only be liable for minor negligence if a duty has been breached whose fulfilment is only enabled upon proper execution of the contract, whose infringement endangers the completion of the contract purpose on whose observance the customer can trust regularly

(cardinal obligation). Upon breaching a cardinal obligation the liability is limited to the contract-typical foreseeable damages. This shall also apply to loss of earnings and savings that have not materialized. The liability for other removed sub-sequent damages is excluded.

11.3 In cases of liability of the Supplier for breach of a cardinal obligation (Section 11.2), the liability of the Supplier shall be limited to an amount of 250,000 EUR per claim.

11.4. The no-fault liability of the Supplier for claims (Section 536 a BGB) for defects existing already during contract conclusion is excluded.

11.5. At the present state of the art, it is impossible to exclude all risks in connection with the use of the medium Internet. For this reason a liability of the Supplier for data losses caused by technical failures, interrupted data transfers or other problems arising in this context which were not in the sphere of influence of the Supplier (force majeure, third-party faults, e.g. access provider, etc.) are excluded. This liability exclusion shall in particular apply also when the event causing the damage took place on transfer lines of the telecommunication provider or was caused by failures of the Internet.

11.6 The Supplier is not liable if any data and contents transferred by the customer to him, namely for correctness, actuality, and completeness, nor that they are free from any third-party rights, or that the customer is acting correctly by transferring the data and contents to the Supplier.

11.7 The above liability regulations shall also apply to the employees, representative, and vicarious agents of the Supplier.

11.8 The liability pursuant to the Product Liability Act shall remain unaffected.

12. Service Modifications

12.1. The Supplier is at all times entitled to modify or amend the SaaS-Services partly or as a whole (e.g. through pertinent updates, upgrades, new versions, etc.)

12.2 The Supplier shall inform the customer via Email regarding any modifications or

amendments at the latest nine weeks prior to them coming into force. The customer is at liberty to object within a period of one month upon receipt of notification in writing or via Email. If the customer does not object, then the modifications or amendments shall become contract components upon their effectiveness. The Supplier shall expressly inform the customer of this fact. Should the customer object in a timely manner, the Supplier shall be entitled to terminate the contract in writing within a period of one month at the end of the calendar month.

13. Confidentiality

13.1. The Supplier and the client agree to keep confidential any information and knowledge, in particular technical, commercial or company details, provided to each other within the framework of their contractual relationship for the duration as well as after termination of the contract and to use such only for the purposes of contractual cooperation.

13.2 The contractual information and knowledge are in particular not permitted to be given to any third party, provided that the respective party does not use a third party for the completion of the tasks stipulated in the respective contractual relationship.

13.3 The contract parties shall ensure that all employees and any third parties commissioned by them for the completion of the contractual services shall be obligated to strictly adhere to this confidentiality agreement.

13.4. This confidentiality obligation does not apply to information and knowledge which verifiably was already public knowledge at the point in time of its disclosure or verifiably was already known without fault by the other party or was obtained by a third party on a legally permissible manner and without any limitation to secrecy observance or its use.

14. Data Protection, Data Security

14.1. If and insofar as the Supplier is using and/or processing personal data of the customer within the sphere of the BDSG the Supplier shall provide these services in the form of order processing (Section 11 BDSG) for the customer. The customer thus shall remain "owner of the data" from a contractual as well as data-protection legal point of view and is solely responsible for the permissibility of the data processing, for the adherence of the rights of the affected parties and for the adherence to the regulations of the BDSG and other data-protection regulations.

14.2. The Supplier agrees to use and/or process the personal data only pursuant to the instructions of the customer as well as only within the framework of the contract fulfillment. The Supplier is in particular prohibited to make the personal data accessible to a third party without the written consent by the customer. Regarding the personal data the Supplier is going to observe and follow any reasonable instruction of the customer with regards to correction, deletion and blocking of personal data and follow up on such acts through a subsequent control. The customer shall bear the consequences of any such given instruction.

14.3. The customer agrees not to make any copies or other recordings from the personal data or to tolerate the copying by a third party and/or forward to a third party. Excluded hereof are copies which are absolutely necessary during proper data processing.

14.4. The Supplier shall ensure that the technical and organizational safety measures and measures pursuant to Section 9 BDSG and the Annex to Section 9 BDSG are met. Upon a respective request, the Supplier shall provide the customer with a description of the technical and organizational provisions and measures.

14.5. For the rendering of the SaaS-Services, the Supplier shall exclusively use employees and subcontractors which are bound to observe data privacy and the above regulations (Section 14.1. – 14.4.).

15. Term of Contract, Termination

15.1. Unless otherwise provided the term of the contract shall start on the date indicated to the customer on the Supplier's order confirmation.

15.2. The contract is first signed for the dura-

tion of one year. It shall be extended automatically for respectively an additional year, unless it is terminated in writing with a termination period of three months before the expiration of the basic term and/or the extended period.

15.3. The right to a termination for good cause shall remain unaffected. In particular, a good cause is given for the Supplier when the customer infringes on any obligations and duties outlined in Section 7, despite an issued warning.

15.4. Upon termination of this contract the Supplier is no longer authorized to use the data of the customer. The customer shall thus download the saved data within the framework of the contract within 30 calendar days, using of the online data download function. Upon confirmation of the successful data transfer by the customer the Supplier shall delete the customer data and if need be destroy any copies made. Furthermore, the Supplier shall return to the customer any documents which the customer provided for contract fulfillment during the above stated period.

15.5. Market research and survey data established during the contract term with the participation of the customer are not regarded customer data and shall remain property of the Supplier.

16. Final Provisions

16.1. Venue for legal disputes arising from this contract relationship directly or indirectly is the business address of the Supplier. The Supplier, however, is entitled to sue the customer also at the customer's business location.

16.2. The laws of the Federal Republic of Germany shall apply for the contractual relationships of the contract parties, excluding thereby the UN Convention on Contracts.