

Certified Translation from German

Licence Agreement

1. Subject-matter of the Agreement

- 1.1 The Supplier has the right to use the Move IT software licence products (as per Annex 1). This software package is a standardised program for recording and managing offers and orders. The software package is exclusively designed for business between enterprises (e.g. between manufacturer and dealer) or for a company's internal use (e.g. production and sales field service) (business-to-business).

It is explicitly put on record that the said software package is equipped with the functionalities described in Annex 1 but that it is not possible to assume additional representations or warranties of whatsoever kind regarding conformity of the software package with statutory provisions of whatever kind (e.g. accounting principles), if any.

In addition it is put on record that the standards of the Move IT software package are not exclusively related to standards of other software manufacturers.

Rather, the user interface, control elements and functions of the software package in part do follow standards of other software manufacturers (such as, e.g., Microsoft products) but may also be designed in a completely different way. Move IT Software GmbH shall decide thereon at its sole discretion.

- 1.2. The subject-matter of this Agreement shall be the granting of a non-exclusive personal right to use the said program package according to the scope of the licence stated below for purposes of the Customer's operations.
- 1.3. The GTC of the Supplier (see Annex "General Terms and Conditions of Move IT Software GmbH") shall constitute an integral part of this Licence Agreement. Deviating terms and conditions or terms or terms and conditions of contract of the Customer shall not be accepted and shall only apply if expressly confirmed by the Supplier in writing, even if the Supplier does not expressly object thereto again in a specific case.

2. Contractual services

- 2.1. Scope of the licence
- 2.1.1. The Supplier shall grant the Customer a non-exclusive personal right to use the Move IT software licence products (as per Annex 1) for the term of this Agreement.
- 2.1.2. The scope of the licence shall include the licences stated in **Annex 1**. Costs of maintenance and for the hotline shall not be included.
- 2.1.3. The Software's functions are designed for usage that is customary in Austria. No liability shall be assumed for compliance or conformity of the Software with statutory provisions of whatsoever kind and content. Every Customer shall ensure on his own initiative and in his own responsibility that he complies with the statutory provisions applicable to him, in particular accounting principles, and shall expressly indemnify and hold the Supplier harmless in this respect. Thus, the Supplier shall not be liable for any conformity of the Software with any functions or laws whatsoever.
- 2.1.4. The Customer shall be entitled to store and copy that Software provided that the scope of the licence granted is not exceeded.
- 2.1.5. Use of the software delivered beyond the above shall not be permitted. In particular, the Customer shall be prohibited from:
- passing on or making accessible the Software or relating material to third parties without having obtained the prior written consent of the Supplier. In this connection the Customer undertakes to ensure by appropriate measures that no copies can get into the hands of third parties;
 - making available the Software to third parties for use or renting out or lending the Software;
 - transferring the delivered Software from one computer to another via a network or data carrier or a data transmission channel without a valid licence or in the case of an update without a valid maintenance agreement for the relevant licence;
 - changing, compiling, reverse engineering, decompiling or disassembling the Software without the Supplier's prior written consent;
 - manufacturing works derived from the Software or reproducing, translating or modifying the written material or producing works derived from the written material.
- 2.1.6. Move IT recommends the Customer to conclude a maintenance agreement. The Customer shall not be obliged to do so. However, the Customer knows that the Software will not be maintained if no maintenance agreement is concluded. In addition, without maintenance it is not possible to maintain operability of the software system in connection with Move IT data and Move IT software systems of other enterprises.

- 2.1.7. The Software Package includes the modules and data set forth in Annex 3.
- 2.1.8. The system requirement necessary for the program's functioning are set forth in Annex 2.
- 2.1.9. The scope of delivery of the Software Package for specialised dealers shall also include initial delivery of master data for the Customer's purposes in connection with the valid distribution agreement entered into by and between the Customer and the partner of the specialised dealer concerned. This shall only apply, however, if the partner of the specialised dealer and Move IT have expressly agreed so. The software supplier Move IT shall not be responsible for updating such master data.
- 2.1.10. The parties agree and put on record that the Software is standard software and that Move IT shall assume no warranty for any Customer-specific requirements or properties expected by the Customer or for usability of the Software for the Customer unless otherwise expressly agreed in writing by and between the parties.
- 2.1.11. In addition the parties agree and put on record that it is not possible to develop programs in such a way that they are free of defects under all application conditions.
- 2.1.12. Consequently, Move IT shall only assume warranty within the scope of its General Terms and Conditions (Clause 3). For the rest, the warranty and liability provisions of Move IT's GTC shall apply, which are attached to this Agreement as an integral part (see Annex "General Terms and Conditions of Move IT Software GmbH").

2.2. Training

- 2.2.1. Upon payment of the price agreed, the Customer shall be entitled to attend training on how to use the program which is the subject-matter of this Agreement for a charge. The training date shall be co-ordinated with the Supplier. Please see the price list applicable from time to time for the price for trainings (see Annex).
- 2.2.2. Basic knowledge of computers and basic knowledge of the more recent versions of the Windows operating system is required in order to be able to attend training. If these basic requirements are not met, the persons to be trained under this Agreement shall attend basic training. Such basic training shall also be offered by the Supplier at the rates applicable from time to time.
- 2.2.3. If master licences are acquired for a network server, training under this Agreement shall not include training relating to use of the network operating system.
- 2.2.4. Training under this Agreement shall, therefore, only be training in the application of the software program which is the subject-matter of this Agreement.
- 2.2.5. In the course of such training a training manual shall also be made available (in electronic format and German language); any additional written documentation regarding the Software Package shall not be part of the subject-matter of the Agreement. Online help shall be supplied together with the Software Package. Any additional incidental services shall not be owed.
- 2.2.6. No liability shall be assumed for success of the training or any other service related thereto or provided by Move IT and the benefit resulting therefrom. In addition, the Customer shall not be entitled to refuse payment or withhold agreed payments on such grounds. Explicit reference is made to the regulation in Move IT's GTC.

3. Installation; Delivery

- 3.1. In connection with delivery of a master licence one-off installation shall be included in the Agreement upon request and against payment. As regards additional licences installation shall not be included in the scope of contract.
- 3.2. The master licence shall be installed on the premises of the Supplier or at a different place to be advised by the Supplier. If the Customer wants that the Software is installed at a different place or at his registered office, such installation shall have to be paid for at the Supplier's rates applicable from time to time. The Customer undertakes to make back-ups of all of his data and software prior to installation of the Software.
- 3.3. The Customer shall be responsible for collecting the hardware after installation if the Software is not installed directly at the Customer's.

- 3.4. In connection with the installation carried out by the Supplier the Customer expressly agrees that his computer unit (hardware and software except for the monitor) will be checked to the extent it is handed over to the Supplier for installation purposes. The Supplier shall check the computer unit for suitability according to a check routine to be determined by the Supplier from time to time. It is explicitly pointed out that the computer unit will only be checked in connection with proper installation of the Software and that other software packages already installed and operability of the same will not be checked hereunder and that the Supplier shall assume no liability whatsoever in this respect.
- 3.5. The delivery time shall be the time at which the Software has been installed on the Customer's hardware unit or at which the Software has been supplied or delivered on CD or other media.

4. Delivery time; Term of Agreement

- 4.1 The agreed delivery time shall be:
the training date or installation or shipping document (whichever occurs first)
- 4.2. This Agreement shall be concluded for an indefinite period of time. The Customer's right to use the Software shall expire automatically without notice of termination if the Customer violates or fails to comply with a material provision of the Agreement despite a written or oral reminder and having been granted a grace period.
- 4.3. The Customer shall be obliged to delete all copies of the Software including modified versions of the Software, if any, upon termination of the right to use the Software. The Customer gives the Supplier his express consent to verify that all copies have been destroyed completely by the Customer. All written documentation material delivered and all components (hardlocks) delivered for use of the Software Package shall be surrendered to the Supplier.
- 4.4. Validly existing licences may continue to be operated without effective maintenance agreement and, to the extent that the right to use has not been terminated, without any further claims vis-à-vis Move IT (e.g. maintenance, bugfixes, new functions).

5. Price

- 5.1 For the Software the price stated in the contract shall be paid. For the rest, the currently applicable list prices **as per the current price list** shall apply. **See Annex.**
- 5.2 This price shall be due for payment promptly upon delivery (see Clause 3.5) without any deductions. Any additional annual fees shall always be paid in advance at the beginning of the next contract year.
- 5.3. In the case of default in payment the Supplier shall be entitled to immediately revoke the right to use the Software that has been granted.

6. Liability

- 6.1. The provisions of Move IT's GTC shall apply (see Annex "General Terms and Conditions of Move IT Software GmbH"); any claims of the Customer other than or in addition to those explicitly stated in the GTC based on whatsoever legal ground shall be excluded. However, Move IT agrees to help the Customer to reconstruct destroyed data against a separate charge to the extent it is technically possible.

7. Secrecy ;Data protection

- 7.1. The Customer shall be obliged to keep strictly confidential the information contained in the software and documentation, the organisational drafts and specifications and not to make them directly or indirectly accessible to third parties without the Supplier's prior written consent.
- 7.2. In addition, the parties shall be obliged to keep secret all information they have obtained about each other and on the Software Package in connection with the conclusion or consummation of this Agreement and not to pass such information on to third parties in any form.
- 7.3. The Customer acknowledges that his personal data as defined in Section 4 item 1 of the Austrian Data Protection Act [*Datenschutzgesetz/DSG*] (hereinafter "Personal Data of the Customer"), including but not limited to name/company name, address, e-mail address, phone and fax number, line of industry, job title, bank details, VAT number, hardware and software used and creditworthiness will be processed by Move IT for purposes of establishing, performing and fulfilling, monitoring and enforcing this Agreement and the rights and obligations resulting from it and, if necessary for such purposes, transmitted to third parties (e.g. licensors, suppliers, subcontractors). Move IT shall delete such data upon termination of the contractual relationship unless further storing is required by Move IT to comply with statutory obligations or to enforce claims outstanding vis-à-vis the Customer.
- 7.4. The Customer hereby expressly agrees that Move IT shall also be entitled to process the following data, namely name/company name, address, fax number, e-mail address, line of industry, job title, product class, date and duration of access to Move IT infrastructure, number of access authorisations and hardware and software used to send the Customer, on the basis of the customer profile obtained therefrom, specific information on activities of Move IT in the fields of software and IT as well as on software and IT products and services manufactured or distributed by Move IT by post, fax or e-mail and that Move IT publish the name/company name, line of industry and job title of the Customer as reference for the services which are the subject-matter of this Agreement and for Move IT's performance. The Customer may revoke his consent (also with respect to individual items) at any time.

8. Agreement pursuant to Section 10 DSG 2000

- 8.1. In connection with the order the Customer provides Move IT with technical and Personal Data ("Master Data" / "Product Data"), which will be technically processed by Move IT so that they can be processed by the Software and retrieved by the Customer or his contractors.
- 8.2. This agreement shall regulate the rights and obligations of the parties relating to data protection in connection with the provision of Master Data / Product Data for use as a service as defined in Section 10 of the Austrian Data Protection Act of 2000 (*DSG*).
- 8.3. The parties put on record that with respect to the Master Data provided Move IT shall only be a service provider as defined by Section 4 item 5 *DSG* and entitled to use Master Data / Product Data exclusively in connection with orders of the Customer or third customers (as defined by Section 4 item 4 *DSG*). The data shall only be processed by Move IT technically and sent back to the Customer in a form that is suitable for software and shall not be used for Move IT's own purposes.
- 8.4. Move IT undertakes to return Master Data / Product Data exclusively to the customer unless such data is deleted or unless agreed otherwise. Move IT shall make accessible and/or transmit to third parties Master Data / Product Data provided by the Customer exclusively in connection with the order and in accordance with the Customer's instructions. Likewise, the Customer shall be exclusively entitled to access his own Master Data / Product Data provided by himself or to Master Data transmission of which was approved by third parties authorised to do so.
- 8.5. By using those functionalities of the Software which provide for making accessible and/or transmission of Master Data / Product Data to third parties the Customer agrees with binding effect that the Master Data will be made accessible and/or transmitted to third parties. Any declarations of the Customer which are in conflict with such use shall be ineffective.
- 8.6. Move IT undertakes to adopt the security measures defined in Section 14 *DSG* to prevent that Master Data will be destroyed accidentally or unlawfully, are lost or improperly used and that Master Data is made accessible to unauthorised third parties.
- 8.7. Move IT also undertakes to instruct only staff with Master Data processing who have undertaken to maintain data secrecy vis-à-vis Move IT.
- 8.8. In the case that Move IT employs third parties to process Master Data / Product Data made available to it, Move IT shall inform the Customer so timely in advance that the Customer may prohibit such processing (in the specific case), if necessary. The Customer shall only be entitled to prohibit employment of third parties if there are specific indications that compliance with the regulations under data protection law is not warranted and that disadvantages for the Customer may result therefrom. If the Customer does not object to employment of third parties within two weeks of notification, such employment shall be deemed approved of. Move IT shall conclude a

contractual agreement with the third party as defined in Section 10 *DSG* and impose the obligations of Move IT vis-à-vis the Customer on the third party.

- 8.9. Move IT shall provide for the technical and organisational prerequisites for the Customer to be able at any time to fulfil the provisions of Section 26 *DSG* (right to information) and Section 27 *DSG* (right to correction or deletion) vis-à-vis the data subject (as defined by Section 4 item 3 *DSG*) within the statutory periods and shall make available to the Customer all necessary information.
- 8.10. Move IT undertakes to provide the Customer with the information necessary for monitoring compliance with the obligations set forth in this Agreement.

9. Final provisions

- 9.1. For all disputes arising out of or in connection with the contract, including proceedings regarding bills of exchange or cheques, the parties agree on jurisdiction of the court for Wels/Upper Austria having jurisdiction over the subject-matter. Move IT (the Supplier) shall, however, be entitled, at its option, to sue the Customer before any other court which may have jurisdiction under national or international law, in particular before the court at the Customer's registered office. The regulations stipulated in the foregoing provisions shall also apply in the case of disputes over the coming into existence and/or validity of the contract and/or the effectiveness of the agreement on the place of jurisdiction.
- 9.2. All legal transactions shall exclusively be subject to Austrian substantive law; the rules of conflict of laws, in particular those of private international law shall be excluded to the extent they provide for applicability of foreign laws. If in the case that a transaction relates to a foreign country Austrian law provides for application of special international substantive laws which are also applicable in Austria, such as, e.g. the adopted UN Sales Law, such laws shall not be applied.
- 9.3. Modifications of and amendments to this Agreement shall be made in writing in order to be valid to the extent they establish an obligation of the Supplier.
- 9.4. Any fees and charges related to this Agreement shall exclusively be borne by the Customer.
- 9.5. If any of the provisions of this Agreement is or becomes legally ineffective, the parties undertake to replace that provision by a legally effective provision which comes as close as possible to the purpose of the provision that no longer applies.