

General terms and conditions for the provision of software by Anywhere.24 GmbH

(hereinafter termed Anywhere.24)

Version: 05/2006

1. Software delivery

- 1.1 Anywhere.24 will provide the customer with software in the form of object code with instructions for use ("Software" as defined by these conditions is provided software packages as well as contractually agreed configurations from individual modules including integrated or associated third-party products). The related details are governed by the software provision contract.
- 1.2 If the customer is provided with products from manufacturers other than Anywhere.24, the general terms and conditions for the respective product shall apply.
- 1.3 Additional services for the contractual software such as installation, training, adaptation or care are not included in the software provision contract and must be separately agreed.

2. License

- 2.1 Anywhere.24 hereby grants the customer a non-exclusive (simple) license for the software on a long-term basis in return for the payment stipulated in the software provision contract.
- 2.2 The scope of this granted license (proper use) is regulated by the software provision contract.
- 2.3 If the customer wants to use the contractual software to a greater extent, the customer must acquire the necessary additional license for the software. A new warranty period is not triggered by expansions of the license to software already used by the customer.
- 2.4 Overuse is to be viewed as a breach of contract by the customer. In this case, the customer must immediately communicate the overuse to Anywhere.24. The parties will then attempt to reach an agreement concerning an expansion of the license. For the period of overuse, i.e. until such an agreement is reached or until the customer ceases to overuse the software, the customer must pay reimbursement for the overuse according to the price list of Anywhere.24. The calculation is based on quarterly linear depreciation. If the customer does not communicate its overuse, a contractual penalty will be levied to the amount of three times the price of the customer's use according to the price list of Anywhere.24.
- 2.5 The customer is only entitled to transfer to a third party all the procured software including any licenses granted by Anywhere.24 (and not individual modules). Such a transfer requires the express prior approval in writing of Anywhere.24. Anywhere.24 will only refuse its approval for a compelling reason. The customer must delete all the contractual material on the customer's data carriers that cannot be transferred to a third party.

3. Right to decompilation and make changes

- 3.1 The customer is only entitled to change the software to create interfaces with other programs and to eliminate errors if Anywhere.24 is not prepared to do these tasks under reasonable conditions. Only under this condition is the customer entitled to decompile the software for these purposes. The customer is not entitled to

decompile the software if the information is published or otherwise provided to the customer which is required to establish the desired interoperability with the other programs or eliminate the error. Decompilation is only permissible if it is required for said tasks. The obtained information may not be used for any other purposes than for these tasks. Beyond this, the customer is not entitled to change or decompile the software.

- 3.2 Signs and labels that indicate copyrights and other proprietary rights may not be removed or altered by the customer.

4. Remuneration

- 4.1 Prices do not include the statutory sales tax.
- 4.2 Payment is due upon delivery. Anywhere.24 is entitled to charge 8% interest for arrears above the base rate as of day 30 after submitting an invoice.
- 4.3 Anywhere.24 is entitled to the subjects of the contract until payment is fully made. If the customer is late in payment, Anywhere.24 is especially entitled to deny the further use of the software and demand its return, and if it cannot be returned, to demand that it be deleted. If a third-party accesses the reserved property before complete payment is made for the contractual software, the customer must inform the third party that the software is reserved by Anywhere.24 and immediately notify Anywhere.24 of the access by the third party.

5. Warranty

- 5.1 The normal warranty period is 12 months if not otherwise agreed. Warranty claims expire by law after 3 years in the event of fraudulently hidden defects.
- 5.2 The customer is required to quickly provide notification in writing of defects after they are discovered (this includes fax or e-mail). The customer shall also indicate if possible how the defect manifested itself, what its effect is, and under which circumstances it arose. The customer must reimburse Anywhere.24 according to the service price list of Anywhere.24 for wasted time and effort arising from intentionally or negligently reporting defects when the software is in fact not faulty as described.
- 5.3 Anywhere.24 is entitled to choose to remedy the defect by providing the customer with a changed version of the software released by the manufacturer that no longer contains these defects, or to eliminate the defect by changing the software as long as the function of the software is not reduced or is only insubstantially reduced. Anywhere.24 can also eliminate the defect by informing the customer of measures that the customer can perform itself to eliminate the defect. The customer will immediately undertake these steps if they are not excessive. The customer will support Anywhere.24 in analyzing and eliminating defects, and allow the documents to be inspected that provide greater insight into the origin of the defect.
- 5.4 An appropriate period must pass without success before the customer is entitled to set another appropriate deadline. If the problem is not remedied within this period, the customer is entitled to withdraw from the contract or claim a reduction of the purchase price. The customer is not entitled to further damages if there was no lack of a warranted quality or the defect was not fraudulently hidden. The customer does not have to set a deadline if it is unreasonable. Setting a deadline is "unreasonable" in particular after three unsuccessful attempts at a remedy.

If the customer withdraws from the contract, use will be calculated based on a quarterly linear depreciation which includes the defect-related reduced value.

- 5.5 Anywhere.24 no longer needs to provide a warranty when changes are made to the software without the express written approval of Anywhere.24, or when the

customer uses the software in a different environment than that which is intended unless the customer demonstrates that these facts are unrelated to the arisen error.

- 5.6 If third party rights to the software are asserted against the customer, Anywhere.24 is entitled to give the customer a changed software version that is no longer subject to third party proprietary rights to avoid damages or further damage. The customer will immediately inform Anywhere.24 whenever it becomes aware that the proprietary rights of Anywhere.24 are being violated by a third party. Anywhere.24 will likewise inform the customer whenever a third party claims that the software violates proprietary rights. The customer will give Anywhere.24 an opportunity to provide suitable support in litigation.

6. Restriction of damages

- 6.1 Anywhere.24 is liable for damages arising from any legal reason including default, malperformance, or non-contractual liability.
- a) Without limit for willful intent or gross negligence on the part of Anywhere.24 or its senior executives, in the case of violation of organizational responsibility, and personal injury independent of the reason for the fault of Anywhere.24, and for the lack of a warranted quality of the software guaranteed by Anywhere.24.
 - b) To a limited extent in the case of contractually typical foreseeable damages, violation of significant contractual duties, and willful intent or gross negligence on the part of subcontractors of Anywhere.24, if a case from a) does not apply.
 - c) Limited in each case of damage to the contractual compensation in the case of default or existing impossibility, if a case from a) or b) does not apply.
 - d) Additional damages are excluded.
- 6.2 Liability arising from the product liability law shall remain unaffected.
- 6.3 The customer must be responsible for its contributory fault. In the case of data loss, the maximum amount for which Anywhere.24 is responsible is the costs of copying the data from backup copies, and restoring data that would have been lost if the data were regularly and properly backed up by the customer. The customer is responsible for backup copies.

7. Miscellaneous

- 7.1 The approval of Anywhere.24 must be obtained to transfer the rights and duties arising from this contract.
- 7.2 The customer can only offset the claims of Anywhere.24 with uncontested or legally valid claims.
- 7.3 This agreement is subject to German law. The Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 7.4 The legal venue is Munich.
- 7.5 Any changes or supplements to this agreement must be in writing. The same holds true for any changes to this provision.
- 7.6 Should one or more provisions of this agreement be invalid, it will not affect the validity of the remainder of the agreement. The contractual parties promise to replace the invalid provision with a valid one that most closely approximates the financial intent of the invalid provision. Until such a regulation is established, a regulation will take effect that most closely approximates the financial intent of the invalid provision. The same holds true for a gap in the contract requiring a

regulation.

General conditions for participating in training offered by Anywhere.24 GmbH

(hereinafter termed Anywhere.24)

Version: 05/2006

Anywhere.24 offers its training services exclusively under the following general conditions for participation.

1. Subject of the contract

- 1.1 Anywhere.24 organizes and implements training events on the basis of these conditions and updated training programs.
- 1.2 The contents, duration and cost of the events are calculated based on the respectively valid description and application form.

2. Applications

- a) Applications are submitted in writing or on the website of Anywhere.24 (<http://www.anywhere.24.com>) using the provided form.
- b) Applications for groups require a special agreement.
- c) After Anywhere.24 receives the application, the participants are sent a confirmation. Anywhere.24 reserves the right to reject applicants if the event is overbooked and for other important reasons. If the event is overbooked, the applicant will be informed and notified of the next free dates.

3. Prices and payment

- 3.1 The prices are listed in the application form. These are final prices that include statutory VAT tax.
- 3.2 The participant fee shall be due upon receipt of the invoice.
- 3.3 The participant fee includes the training documents and the use of the facilities offered by Anywhere.24. The participant's costs for travel and hotels are not included.

4. Cancellation by the participant**4.1 General cancellation conditions**

Full reimbursement will be provided for applications that are cancelled up to 4 weeks before training. Anywhere.24 charges a cancellation fee of 25% of the overall participation fee if the cancellation is made up to 2 weeks before the start of training. Anywhere.24 charges a cancellation fee of 50% of the overall participation fee if the cancellation is made up to one week before the start of training. No reimbursement will be offered for cancellations made within a week before the start of training. The cancellation must be submitted in writing. No cancellations will be accepted after training starts.

The participant will be charged a processing fee of €50.00 for all cancellations as well as any non-reimbursable fees paid by Anywhere.24 for the participant.

- 4.2 In regard to the cancellation fees, the applicant is free to demonstrate to Anywhere.24 that the savings were greater, or that Anywhere.24 has experienced other advantages from the cancellation. The applicant is entitled to find a

replacement. The applicant is not required to pay cancellation fees if Anywhere.24 causes the applicant to cancel due to breach of contract.

5. Cancellation by Anywhere.24

Anywhere.24 retains the right to cancel training for organizational reasons (such as an insufficient number of participants) 14 days before the scheduled date, or due to an act of God (such as speaker illness). In this case, the registration fee will be completely refunded.

6. Rights to training documents

The training documents will become the property of the participant assuming that copyrights are maintained. The training documents may not be copied, processed, disseminated, or published.

7. Liability

- 7.1 Anywhere.24 is liable for all intentional damages that are caused by Anywhere.24 or its agents or its assistants. The same holds true for the lack of warranted qualities or the violation of cardinal duties.
- 7.2 For damages due to gross negligence, Anywhere.24 is liable for damages limited to those that are typical and foreseeable upon the conclusion of the contract to a maximum of €25,000 for each individual case of damages.
- 7.3 No liability exists for damage arising from slight negligence.
- 7.4 Liability for personal damages and from the product liability law remains unaffected by the above stipulations.

8. General information

- 8.1 Should a provision or part of the contract be invalid, the remaining provisions or parts of the contract shall remain in force.
- 8.2 The law of the Federal Republic of Germany applies.
- 8.3 The legal venue is Munich.