

**General Terms and Conditions for the Provision and Maintenance of
Standard Software (October 2002 Version)**

of CST AG, Bad Nauheimer Strasse 19, D-64289 Darmstadt

(hereinafter referred to as „CST“)

4 Copyright

All industrial property rights to Standard Software delivered by CST, and in particular the comprehensive copyright, together with all rights in the Standard Software, documents and information provided as part of the Agreement's preparatory phase and during its performance (including warranty and maintenance), shall remain, as regards the End User, with CST and its licensors. This legal status enjoyed by CST and its licensors shall remain unchanged by the grant to the End User of rights to use the Standard Software (hereinafter "License") in accordance with these General Terms and Conditions.

5 End User's License

5.1 The Standard Software Licenses granted by CST to the End User are not exclusive and are limited in accordance with the provisions of these General Terms and Conditions and the statements in the relevant CST offer.

5.2 Unless expressly specified otherwise in the relevant CST Offer, the right to utilise and use the Standard Software is limited to use of the Standard Software on a single computer (PC or server) ("Node Locked License"). If the End User wishes to use the Standard Software on more than one computer at the same time, then it shall obtain corresponding Licenses from CST beforehand. In addition, the Licenses shall be limited to the other conditions of use defined in the CST Offer, such as the agreed number of "Full Processes" (the number of calculations to be performed simultaneously), "Frontends" (the number of entry windows to be opened simultaneously), modules and additional options. In addition, use on a local network (LAN) always requires the End User to acquire beforehand a corresponding network license ("Floating License"). Network use beyond local networks (LAN) is not permitted without separate, prior, written agreement by CST.

5.3 The End User will inform CST before undertaking any deviation from the Licenses stipulated herein or in the relevant CST Offer. The End User shall be allowed to use the Standard Software differently only if CST has expressly permitted the mode of use notified by the End User. CST may make its consent to modified use dependent upon a corresponding price adjustment if higher or additional compensation for such modified use is payable according to the current CST prices. CST shall refuse its consent to such modified use for good cause only. Such good cause shall lie, in particular, when the End User does not pay the relevant extra charge or when there are technical reasons that oppose such modified use (for example because the Standard Software delivered by CST would not be executable in the new system environment).

5.4 The Standard Software shall be provided to the End User for its own, internal use only. The End User is not permitted to hire out the Standard Software in whole or in part, in whatsoever form or for whatsoever purpose. The End User may pass on the Standard Software to a third party only within the parameters of Subsection 7.2 of these General Terms and Conditions.

5.5 The End User shall not lend the Standard Software, in whole or in part. Subsection 5.4 applies mutatis mutandis.

5.6 The Licenses under these General Terms and Conditions are granted subject to the condition that the Standard Software is operated by End User itself and not by any third parties (e.g. by a service company). If it is End User's intention that the Standard Software is to be operated by third parties, then such use shall be governed by other terms and

A GENERAL

1 Scope and Application

1.1 These general terms and conditions (hereinafter the "General Terms and Conditions") shall govern the conclusion, content and implementation of contracts for the use and maintenance of standard software (hereinafter "Standard Software") by end users (hereinafter "End User" or "End Users"). Other services, such as advice on the selection of Standard Software, installation, implementation, instruction and training are not part of the provision, use and maintenance, and therefore require execution of an express, separate, written agreement between CST and the End User (hereinafter together "The Parties", or individually "Party").

1.2 The General Terms and Conditions set forth herein apply to all offers made by CST to End Users (hereinafter "CST Offer(s)") for provision, use and maintenance of Standard Software which refer to the terms and conditions set forth herein.

1.3 According to the following terms and conditions, special conditions apply to Standard Software and third party data sold together by CST (hereinafter "Third Party Software"). These special conditions are set out in Section 18 hereunder. However, otherwise only these General Terms and Conditions and any statements made in the relevant CST Offer shall apply. No other terms or conditions shall apply, and no other conditions (for example the End User's own purchasing or ordering conditions) shall form part of this Agreement, even if CST does not expressly object to them.

1.4 In the event of any contradiction between the General Terms and Conditions on the one hand and the statements and regulations contained in CST Offers on the other, the latter shall always have precedence.

2 Offer and Conclusion of Contract

2.1 A contract shall be formed when the End User accepts the CST Offer. CST can require a written contract from the End User. Where there is doubt, the CST Offer shall apply.

2.2 Any CST Offer shall be binding during the period specified therein. If no other period is stated therein, then CST shall bound by the Offer for a period of 30 calendar days from the CST Offer date.

3 System Requirements

3.1 The requirements for running the system (for example hardware environment and system software), which have to be established by the End User, shall either be included in the currently applicable product specification or may be obtained from CST.

3.2 Representations in the documentation and in the product specifications are not guarantees of condition or quality.

B Conditions of Software Use

conditions. Prior to transferring the operation of the Standard Software to the respective third party, End User shall be required to enter into the necessary written agreement with CST. This shall apply, in particular, if End User plans to avail itself of third party services in the area of Outsourcing, Facility Management or Disaster Recovery.

5.7 The statutory right under Section 69e of the German Copyright Act (Urheberrechtsgesetz ("UrhG")), namely the right to translate the programme code back into the source code (de-compilation) if and to the extent that the information thereby obtained is indispensable for purposes of establishing inter-operability with another independently created computer programme and such information is not otherwise automatically available to the End User, remains unaffected. The End User shall, however, request CST for, and give CST an opportunity to provide within a reasonable time, the necessary operational information and documents for establishing inter-operability before it carries out any de-compilation in accordance with Section 69e UrhG. The End User may exercise its rights under Section 69e UrhG only if CST fails to comply with the aforesaid request.

5.8 All copies made pursuant to the statutory provisions shall be true and complete copies, and shall include all copyright notices, trademarks and commercial descriptions as well as all other notices (e.g. legal notices) on or in the original.

6 License Types and Term of Use

6.1 The Licenses shall be granted either on a perpetual basis (purchase) (hereinafter "Perpetual License") or for a limited term (hire) (hereinafter "Limited License"), depending on what is specified in the relevant agreement. The Licenses shall commence at the time specified in the CST Offer, but not before delivery. If the CST Offer does not state the commencement date of the Licenses, then this date shall be the date on which CST delivers the Standard Software in accordance with its contractual obligations.

6.2 For a Limited License (hire), the term of the License is fixed in the relevant CST Offer. If not otherwise agreed, the term shall begin on delivery or, where a test period has been previously agreed, no later than on the first business day following the end of the test period. After the expiry of this term and any further extension thereof, the Limited License shall be extended on the same terms (subject to any price adjustments pursuant to Sections 11.1 or 11.4), for a further contract year, provided that neither Party has terminated it in writing by three months written notice to the end of a contract year.

6.3 If a Limited License (hire) is cancelled, for whatsoever legal reason, then the End User is required, on the expiry of the Limited License, to cease all use of the Standard Software and any accessories delivered with it (e.g. dongle) and, without request by CST, to return all original versions of the Standard Software delivered by CST (including accessories), and to destroy or delete all copies and partial copies thereof. CST may require from the End User a written confirmation that the destruction or deletion has been carried out.

7 Transfer of the Standard Software

7.1 The End User may not transfer Limited Licenses (hire), even for a limited time or free of charge.

7.2 In the case of Perpetual Licenses (purchase), transfer is permitted only on condition that the End User ceases all use of the Standard Software and any accessories

that may have been delivered with it (e.g. dongle), does not keep any copy thereof in any form, causes the party acquiring the License to agree in writing to observe the License conditions applicable between the End User and CST, notifies CST prior to the transfer of the transferee's name and address, and does not ship the Standard Software for use outside the territory of the European Union and that of the European Economic Area. This condition applies equally to any transfer to an affiliate within the meaning of Section 15 of the German Stock Corporation Act (Aktiengesetz ("AktG")). (Affiliates are legally independent entities that are related to one another, whereby one is majority owned and one is majority held by the other, or one is dependent and one controls, both are group companies, both have a reciprocal interest in the other, or both are parties to a controlling, profit transfer or other inter-company agreement.

8 Programme Key

8.1 CST shall provide the End User with the programme key and dongle necessary for it to exploit the License. For Limited Licenses (hire), the dongle remains the property of CST. For Perpetual Licenses (purchase), title to the dongle shall pass to the End User. The End User shall ensure that the programme key and the dongle are kept in a safe place.

8.2 In order to verify that the License is used in accordance with contract, CST reserves the right, even in the case of Perpetual Licenses (purchase), to provide programme keys for a limited period only, and to always renew them if the agreed limitations on use have been complied with.

8.3 If the End User wants a different use from that provided in the previously concluded agreements, this is usually technically feasible only if CST has previously provided the End User with the necessary programme key.

8.4 For Perpetual Licenses (purchase), the End User bears the risk of dongle loss (including through theft and other forms of loss). If the dongle is lost, the End User shall purchase a new copy of the Standard Software if it wants to continue to use the Standard Software in accordance with the contract.

8.5 For Limited Licenses, including during a test period, the End User is liable for every loss of the dongle for which it is responsible (including through theft and other forms of loss). The End User bears the burden of proof for showing it was not responsible for loss of the dongle.

8.6 If an error occurs in the dongle after the statute of limitations period has expired, then CST shall exchange an error-free dongle for the one that has the error. CST reserves the right to make such exchange dependant on the reimbursement of a lump sum payment of expenses. The provisions relating to claims based on defects are not affected hereby.

9 User Manuals

9.1 The provision of user manuals (hereinafter "User Manuals") to accompany the Standard Software forms part of the scope of delivery. CST shall decide at its discretion whether to provide the User Manuals in hard copy or in digitalised form on data carriers. If the User Manuals are delivered in digitalised form, then the further provision in hard copy form is not required. If the End User wants a hard copy of the User Manuals, then it is recommended that it make an appropriate copy before commencing use of the computer programme and that such copy be carefully kept thereafter.

9.2 The User Manuals shall be delivered in English unless expressly specified otherwise in the CST Offer.

9.3 The End User may copy and use the digitalised User Manuals in the required environment for use in accordance with contract. User Manuals delivered in hard copy form may not be copied. Any use made of the User Manuals over and above that provided for herein requires the prior consent of CST and may be subject to payment in accordance with the then current prices.

10 Transfer of the Software for Test Purposes

10.1 If CST hands over the Standard Software to the End User for test purposes, then the Licenses of the End User shall be, contrary to Section 5 through 7 hereof, limited to those acts required to verify the Standard Software's suitability for the End User's intended purposes. In particular, the End User has no right to undertake a de-compilation, even under the preconditions set out in Subsection 5.6 hereof. Subsection 7.1 applies accordingly.

10.2 CST recommends that the Standard Software be tested only on a computer which is not used for productive purposes (test computer), in order to avoid any incompatibility with other programmes or the other system environment being able to lead to system crashes or other impairments to the operations. If required, the productive system environment shall be simulated on the test computer.

10.3 The test period begins with the day of delivery and lasts for a maximum of 30 days, unless expressly agreed otherwise. After the test period ends, the Standard Software shall be returned to CST and all copies destroyed or deleted in the same way as provided in Subsection 6.3. The End User may continue to use the Standard Software only if it has previously acquired from CST either a Perpetual License (purchase) or a Limited License (hire) for the extended period at the then applicable price.

10.4 CST reserves the right to require a test fee (hereinafter "Test Fee") to be paid as consideration for provision of the Standard Software for testing purposes. If CST intends to charge a Test Fee for Standard Software provided for testing purposes, then it shall notify the End User in writing before delivery of the Standard Software. The Test Fee is payable on commencement of the testing after invoicing by CST and without any cash discounts. A refund of the Test Fee on return of the Standard Software after the end of the agreed test period is not permitted. If the Standard Software is not returned after expiry of the test period, then the Test Fee shall be credited against the amount payable by the End User for use of the Standard Software.

11 Fee for Use of the Standard Software and Price Adjustments

11.1 The respective fee for the Licenses granted to the End User (hereinafter "Fee") is as provided in the applicable CST Offer. The Fee takes into account the agreed limitations on use (e.g. the number of "Full Processes" or "Frontends" as well as the modules and additional options). The License may be expanded only with the consent of CST. If the then current prices of CST provide for an additional charge or supplemental Fee to be paid in respect of the modified License, then CST can make its consent dependant upon such a payment.

11.2 The then current CST price shall always be payable on all further orders.

11.3 Unless the contrary is expressly stated in the relevant CST Offer, CST shall grant Perpetual Licenses (purchase) against a one-off payment, which it shall invoice on delivery and which shall be paid at the latest within 15 calendar days of the invoice date, without cash discounts.

11.4 For Limited Licenses (hire), periodic payments of the Fee shall be made over the term of the License as a fee for acquisition of the relevant Licenses. The relevant invoice period (e.g. annual payments) and the amount of the charges shall be derived from the relevant CST Offer. CST reserves the right to adjust the agreed charges, with effect from the next respective contract year, such that they are in line with CST's then current prices. If the ordinary contractual termination period has already expired at the time that the price increase is notified to the End User (e.g. through sending the invoice which contains such increases), then the End User shall enjoy a right to extraordinary termination from the moment the price increase comes into effect. The right to extraordinary termination shall not apply to price increases that occur by reason of expansion of the License as provided in Subsection 11.1 hereof.

12 Export Regulations

The End User shall comply with any and all relevant export regulations applicable in the United States of America, Canada, United Kingdom and the Federal Republic of Germany. If the Standard Software is delivered from the Federal Republic of Germany to abroad, the End User shall in particular obtain the necessary import and export certificate.

C SOFTWARE MAINTENANCE

13 Scope of the Maintenance

13.1 CST shall provide the following software maintenance services:

13.1.1 Help with interruptions (hereinafter "Help") caused by programme errors, by providing advice on error prevention, circumvention and correction, in so far as this is technically possible for CST at justifiable cost. The principal Help medium is CST-Support. Electronic error reports may be sent to this medium via the Support E-Mail address provided on CST's homepage. The error reports shall be processed on business days, not including Saturdays, between 9 a.m. and 5 p.m. (CET). Error reports can also be made telephonically to the telephone number provided on the CST homepage during the aforesaid hours. CST offers Help only in German and English.

13.1.2 Delivery of general, new programme updates with general error corrections and further developments (e.g. adaptations to new versions of the operating software officially supported by CST), which CST offers generally on the German market for software maintenance. New functions separately offered by CST to the general public (all customers and interested parties) as independent modules, programmes or additional options shall be excluded.

13.2 The End User is responsible for the installation of new programme updates for software maintenance.

13.3 Software maintenance services will be carried out only for the most current programme release at the time. The License in respect of the software maintenance services corresponds to the License in the Standard Software for which they are performed.

14 Contractual Basis for Software Maintenance

14.1 An End User shall be entitled to software maintenance only if and when the relevant License has been granted to it. However, during the Test Period there shall be no right to software maintenance.

14.2 If a Limited License (hire) is agreed, the software maintenance is a constituent part of the License relationship, and can be terminated only together with such relationship.

14.3 If the Parties have agreed upon a Perpetual License (purchase), then the software maintenance shall be carried out without separate charge during the applicable limitations period, i.e., during the first twelve months following commencement of the License (see Sections 6.1 and 6.2 in relation to commencement), unless agreed otherwise. Thereafter, the End User shall have a right to software maintenance only if the parties have entered into an appropriate software maintenance agreement.

15 No Software Maintenance Fees for Limited Licenses (Hire)

If a Limited License is agreed to, software maintenance shall be included in the periodic Fees.

16 Software Maintenance Fees for Perpetual Licenses (Purchase)

16.1 The amount of the Software Maintenance Fees for Perpetual Licenses shall be specified in the CST prices current at the time of invoice.

16.2 If Software Maintenance Fees are expressed as a percentage of the current applicable Fee for perpetual use, CST can fix anew the percentage for each pending new maintenance period. If the ordinary notice period for the following period has already expired at the time that the price increase is notified to the End User, then the End User shall have a right to extraordinary termination with effect from the entry into effect of the new percentage rate.

16.3 In cases where the Parties agree to expand the License and additional charges or additional License Fees are therefore payable by the End User in accordance with Subsection 11.1, the Maintenance Fees shall be adjusted upon commencement of the expanded License to correspond with the then current CST prices.

17 Term of Software Maintenance Agreements for Perpetual Licenses (Purchase)

17.1 If the Parties enter into a Software Maintenance Agreement following the free maintenance period in accordance with sentence 2 of Subsection 14.3, then such agreement shall be automatically renewed by a further twelve months each time (including after each renewal) unless it is terminated in writing by either party giving 30 days' notice to the expiry of the then current term.

17.2 If the End User interrupts the software maintenance after expiry of the free maintenance period, then, in order to bring its software up to date, the End User must - at the election of CST - either pay in arrears the Software Maintenance Fees for the period during which provision of such maintenance was interrupted, or purchase a new copy of the latest release of the Standard Software concerned. The End User shall have no right to resumption of the software maintenance.

18 Maintenance of Third Party Software

CST shall provide Software Maintenance for Third Party Software only if this is expressly provided for in the CST Offer or expressly offered in writing afterwards.

D JOINT CONDITIONS

19 Payment Conditions, Set-Off, Right of Retention, Retention of Title and Value Added Tax

19.1 All invoices from CST are due and payable without cash discounts within 15 calendar days from the invoice date, unless expressly provided otherwise in the CST invoice concerned or in an express, written agreement between the Parties.

19.2 Set-off against CST's claims is permitted only if confirmed in a final and binding (res judicata) judgment or when the set off amount is undisputed by CST. The End User shall be permitted to withhold payment only in respect of claims arising in respect of the same contractual relationship.

19.3 CST shall retain ownership in, inter alia, the disks or User Manuals that have been delivered, until it has received all monies due to it under the agreement in question. The End User shall immediately inform CST in writing if a third party interferes with the goods subject to the retention of title by CST, and shall inform the third party about CST's rights.

19.4 All prices in CST Offers and other documents do not include currently applicable Value Added Tax.

20 Agreed Intended Condition of the Standard Software

20.1 CST shall deliver the Standard Software (executable computer programme in object code together with the associated User Manuals) in accordance with the product specification and the details contained in the respective CST Offer.

20.2 The Parties agree that the Standard Software must be in the condition documented in writing in the relevant product specification that was applicable and made available to the End User upon acceptance of the CST Offer. Upon request, CST will provide the End User with the relevant product specification for inspection prior to acceptance of the CST Offer.

20.3 If additional software is provided in connection with software maintenance, such software must be

20.3.1 in the condition documented in writing either in the additional product specification and/or the additional User Manuals provided with this software to the End User, or

20.3.2 in the condition documented in writing in the supplement to the product specification already provided to the End User.

21 Claims Based on Defects in the Case of Limited Licenses (Hire)

21.1 In the case of Limited Licenses, the right to terminate without notice shall replace the right to rescind from the agreement.

21.2 If the End User converts its License from a Limited License to a Perpetual License (purchase of previously hired

Standard Software), then it shall have the right to assert claims on the basis of defects as though it had purchased the copy of the Standard Software on a permanent basis at the outset.

21.3 The limitations set forth under Section 25 shall apply to any claims for compensatory damages.

22 Claims Based on Defects in the Case of Perpetual Licenses (Purchase)

22.1 The limitations period for claims based on defects shall start according to the applicable statutory provisions.

22.2 The limitations period shall be one (1) year, unless CST (i) has fraudulently concealed the defect, (ii) is liable for the absence of warranted qualities or (iii) is liable for malice or (iv) is liable for gross negligence.

22.3 The limitations set forth in Section 25 shall apply to any claims for compensatory damages.

22.4 The End User's claims on the basis of defects shall be excluded in the case of defects caused by non-contractual use of the Standard Software, or defects attributable to intervention by the End User or a third party for whose actions the End User bears the risk, unless the End User can show that these factors were immaterial to the occurrence of the defect.

23 End User's Duty of Co-operation where Defects are Discovered

23.1 Defects as to Quality ("Material Defects")

23.1.1 The End User must notify CST of any confirmed Material Defects without delay, specifying the nature of the error and the programme execution in which the error occurs. Such notification must also be in writing if CST so requires.

23.1.2 The End User shall provide reasonable assistance to CST in connection with correcting the Material Defect. In particular, the End User shall make available all data, information and files necessary for correction of the error.

23.1.3 To the extent required for purposes of correcting the error, the End User shall accept a new programme release, unless this would lead to unreasonable adaptation and conversion problems.

23.2 Title Defects

23.2.1 The End User shall notify CST in writing without undue delay of any claims arising in connection with title defects (e.g. infringement of industrial property rights) and shall leave the conduct of all action to settle the matter out of court in the hands of CST, provided this would not be unreasonable for the End User.

23.2.2 The End User shall not admit to any claims relating to title defects without the prior written consent of CST. In the event that an unauthorised admission is made, any claim for compensatory damages on the part of the End User shall be reduced by the value of the detriment caused to CST as a result of the unauthorised admission.

24 Claims Based on Defects in the Case of Software Maintenance Services

24.1 The provisions in Sections 21 to 23 apply mutatis mutandis to defects as regards the delivery of general, new programme releases (see Subsection 13.1.2) as part of software maintenance. However, the right to extraordinary termination replaces the right to rescind the Agreement. Compensatory damages claims are conclusively governed by Section 25.

24.2 Defects in connection with software maintenance shall have no effect on the continued existence of the License Agreement, even if the Maintenance Agreement commences on the same date as the License. However, this is not the case with Limited Licenses (hire) in which, contrary to Perpetual Licenses, software maintenance is a part of the License Agreement.

25 CST's Liability

25.1 CST shall be liable, whatever the legal ground, only for such damages that it or its vicarious agents or contractors have caused wilfully or through gross negligence, or in the case of a material obligation given the contractual purpose (cardinal duty or material collateral duty), through ordinary negligence.

25.2 The amount of CST's liability in the case of violation by it, its vicarious agents or contractors of a cardinal duty or material collateral duty through ordinary negligence is limited to the typical damages which would be suffered in the case of comparable transactions, which were foreseeable at conclusion of the agreement or at the latest by the date the breach of duty occurred.

25.3 For Limited Licenses (hire) in Standard Software, the exposure of CST for strict liability under Section 536a (1) of the German Civil Code (Bürgerliches Gesetzbuch ("BGB")) for already extant errors is expressly excluded.

25.4 Compensatory damages claims for fraud or for the absence of a condition or quality that was guaranteed by CST, as well as compensatory damages claims under the German Product Liability Act (Produkthaftungsgesetz) and for injury to life, physical injury or injury to health shall remain unaffected by the foregoing limitations of liability.

26 Sub-contractors, Place of Performance

26.1 CST shall have the right to use third parties in the performance of its contractual obligations.

26.2 Place of performance for all of the services that CST shall perform in accordance with the aforementioned provisions is its registered office.

27 Confidentiality

The End User undertakes to keep confidential any and all documents, information and data relating to the Standard Software and/or CST, of which it becomes aware in connection with the contractual relationship, exercising in that respect the care of an ordinary salesman, acting in compliance with the relevant provisions of the German Data Protection Act (Datenschutzgesetz), unless such matter is already in the public domain. The End User shall be liable for any infringement of this duty of confidentiality by its employees.

28 Transfer and Assignment

Licenses can be transferred only within the parameters of, and in accordance with, the provisions of Subsection 7.2. Further,

any assignment or transfer of rights and/or duties requires the express, prior, written agreement of the other respective Party.

29 Miscellaneous

29.1 Alterations or additions to the Agreement must be made in writing.

29.2 These General Terms and Conditions, and all legal relations between the Parties arising therefrom, shall be governed by the laws of the Federal Republic of Germany. The provisions of the UN Convention on the International Sale of Goods and the conflict of laws rules under private international law shall not apply.

29.3 Exclusive forum for any and all legal disputes between the Parties arising from or in connection with these General Terms and Conditions or an agreement concluded on the basis of their provisions is Darmstadt.

29.4 These General Terms and Conditions have been drafted in German and in English. For purposes of interpretation of these General Terms and Conditions and in case of any possible conflict between German and English text the German version shall be decisive and shall prevail.