

GENERAL TERMS AND CONDITIONS

S.T.Japan-Europe GmbH

1 GENERAL

All sales of goods and services (including, without limitation, licensing of all databases, software and other products) by S.T.Japan-Europe GmbH. ("STJE") to the Customer (the "Customer") are subject to the terms and conditions set forth herein. These a Terms and Conditions together with the STJE License Agreement and the STJE Support & Maintenance Agreement govern the Proposal/ Quotation to the Customer and the transactions referred to therein. In no event shall the Proposal/ Quotation or these Terms and Conditions be deemed an acceptance of any prior offer by Customer. Any previous offers to STJE by Customer, whether written or verbal, not already expressly accepted by STJE in writing are hereby rejected. These Terms and Conditions supersede any and all terms and conditions contained on any confirmation or purchase order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the terms and conditions hereof. No contrary, additional or different provisions, terms or conditions shall be binding on STJE unless accepted by STJE in writing. Once this order is accepted by Customer, this order may be canceled and modified only with STJE's written consent and upon terms that will indemnify STJE against any and all related loss and cost.

2 FEES AND EXPENSES

Price quotes and fees are as set forth in the Proposal/ Quotation. All prices and fees quoted in the Proposal/ Quotation are subject to change by STJE prior to Customer's acceptance of these Terms and Conditions and STJE's acknowledgment of such acceptance. All other fees (including license, implementation, support, service, training and consulting fees) not expressly set forth in the Proposal/ Quotation shall be at STJE's then prevailing rates. Unless otherwise set forth in the Proposal/ Quotation, all invoices shall be due thirty (30) days from date of invoice, without discount for early payment. However, all invoices for consulting (and other service fees) are due in full immediately following date of invoice. Late payments shall bear interest at the rate of twelve percent (12%) per annum or the highest rate permitted by applicable law, whichever is lower. The Customer shall be responsible to reimburse STJE for all collection's costs (including, without limitation, reasonable attorneys' fees) incurred by or on behalf of STJE. Unless otherwise set forth in the Proposal/ Quotation, for any products or systems purchased or licensed, all such amounts shall be due and payable by Customer to STJE prior to delivery of product. In addition to fees and other amounts payable, the Customer shall be responsible to pay or immediately reimburse STJE for all travel, meals and lodging expenses in accordance with STJE's travel policy and for all other expenses incurred (and/or payments made to third parties) on Customer's behalf.

3 GRANT OF LICENSE FOR DATABASE PRODUCTS AND SOFTWARE

With the purchase of a License the Customer expressly agrees to all terms of the STJE License Agreement. STJE grants to the Customer, the simple, non-exclusive, non-transferable and personal right (hereinafter also called the "License"), to use one copy of the Product/Software/Data listed offered by STJE and is hereinafter referred to collectively as the "Product/Software/Data" for internal use only and only for the number of Users at the location(s). Users shall mean only those individuals who are employed by Customer at the time of such use of Product/Software/Data. The term USERS shall specifically exclude any persons or entities that compete with or potentially compete with STJE. Upon prior written consent from STJE, Customer may transfer the Product/Software/Data in physical form (i.e. saved on a data medium) from one of Customer's computers to another, provided that it is used on only one single computer at any given time. No other additional usage is permissible unless otherwise agreed by STJE in writing. The Customer is forbidden to grant access to the Product/Software/ Data or the relevant written material to a third party, to otherwise make it available to a third party without previous written permission from STJE; to modify, convert, reverse-engineer, compile, or disassemble the Product/Software/Data without the prior written permission of STJE; to reproduce or create works derived from the Product/Software/Data, or to use the Product/Software/Data to develop or enhance any software product to be used in competition with any of STJE's products; and to translate or change the Product/Software/Data, or to create works derived from the written material. The License granted hereunder is not an exclusive license and STJE shall have the right to license the use of the Product/Software/Data, alone or together with any enhancements and/or modifications thereto or derivative works thereof. STJE is authorized but not obligated to generate updates to the Product/Software/Data according to its own judgment. Provided that a software support contract between the parties is in force and the Customer is current in the payment of the maintenance services fees thereunder and not otherwise in default thereunder or hereunder, the Customer shall be entitled to such updates only in a

manner and as expressly provided for under that written agreement.

4 OWNERSHIP OF RIGHTS OF DATABASES PRODUCTS AND SOFTWARE

Customer hereby acknowledges that STJE retains ownership of the Product/Software/Data and any modifications, enhancements or additions to the Product/Software/Data. Customer takes no title or ownership of the Product/Software/Data or any modifications, enhancements or additions thereto and such rights are subject to the terms of the License in these general Terms and Conditions. All work output arising in connection with this License including, but not limited to, programs, data media, reports and other program documentation shall be the sole and exclusive property of STJE. The License does not prevent or restrict STJE from developing such materials, and licensing it to third parties for usage that is similar to that supplied to the Customer. Customer's rights to usage of the Product/Software/Data can be transferred to a third party only with previous written permission from STJE and only under the conditions of this Agreement. Any other transfers, (e.g., gifting, renting or lending) of the Product/Software/Data are expressly forbidden. The Product/Software/Data and the relevant written material are copyright-protected. A copyright notice that is present in the Product/Software/Data or the registration number present in it may not be removed. It is expressly forbidden for the Customer or any User to reproduce the Product/Software/Data or the written material, in whole or in part, in original or modified form, or to copy or otherwise reproduce it in a form mixed with other software or included within other software. If the Product/Software/Data is integrated with any other product(s) or system(s), STJE shall continue to own the Product/Software/Data and, as may be necessary or appropriate to protect STJE's interest in the Product/Software/Data, STJE shall have a proportionate beneficial ownership in such product or system in which the Product/Software/Data is integrated.

5 DELIVERY; INSTALLATION; IMPLEMENTATION

Risk of loss and damage for any and all shipment of goods shall pass to the Customer immediately upon delivery of such shipment to the Customer or its designated agent or upon deposit with a common courier, whichever occurs first. As to any goods being sold to the Customer (if any), the Customer hereby grants an ongoing first-lien security interest in such goods until the entire balance of the price of such goods, and all other monies then due, are paid in full. Customer will not sell or transfer any goods sold hereunder (if any) until full payment is made to STJE. Until all goods purchased hereunder (if any) are paid for in full, the Customer shall not voluntarily grant (or involuntarily permit) any pledge, hypothecation, lien or security interest in or to such goods other than the security interest granted to STJE hereunder. Delivery, installation and implementation products and performance of services are limited to those locations and under the conditions agreed to in writing by STJE. All delivery dates, and other installation dates, implementation dates, milestone dates and the like, are tentative. If any deliverables or services are not made or completed within a targeted or specified date or schedule (whether caused by Customer or for reasons beyond the reasonable control of STJE or otherwise), STJE shall have a reasonable opportunity following such targeted or specified date or schedule to make and complete such deliverables and services, without penalty or liability to the Customer. STJE's sole liability and responsibility for any and all failures or delays to make or complete deliverables or services beyond a reasonable period following targeted dates shall be limited, in the aggregate, to only reimbursing the Customer's payment of the product excluding the shipping and handling costs only if the upon receipt of the returned goods in mint condition and original packaging. Any Implementation of products and training shall be as set forth in the Proposal/ Quotation and all such services shall be subject to the limitations on warranties and liabilities set forth in Paragraph 7 below. Except as otherwise agreed to by STJE in writing, no person or entity shall be permitted to conduct or assist in any integration or implementation of the Product/Software/Data or other STJE product. Unless expressly set forth in the Proposal/ Quotation, payment to STJE is not subject to or conditional upon Customer's acceptance of any Product/Software/Data or product or any other acceptance criteria. STJE is not bound to any acceptance criteria except as may be expressly agreed to by STJE in writing. As to any agreed upon acceptance criteria, the Customer shall be obligated to initiate and complete acceptance testing as soon as reasonably possible following delivery of the Product/Software/Data. Acceptance of the Product/Software/Data by the Customer shall be deemed to have occurred within seven (7) days following delivery of Product/Software/Data unless during such seven (7) day period Customer provides STJE with a written rejection of the Product/Software/Data after the completion of an acceptance test which indicates (in detail) and explains a significant error in the Product/Software/Data. In addition, the Customer shall be deemed to have accepted the Product/Software/Data or any portion thereof which it puts into operational use even if Customer has provided a written rejection of the Product/Software/Data. Significant errors are software errors that cause the Product/Software/Data not to be in material conformance with the diagnostic program or specifications (if any) adopted or agreed to by STJE in writing (the "Specification"). Product/Software/Data errors which are not significant (as defined above) shall not provide a basis to avoid or delay acceptance, but shall be corrected by STJE as soon as practical; provided, however, that STJE shall not be liable for delays or failures to correct any non-significant errors if STJE used reasonable efforts to correct such errors. Delivery of the Product/Software/Data shall occur when STJE provides the Customer with Product/Software/Data which STJE in good faith believes satisfies in all material respects the mutually agreed upon Specifications. Except as otherwise agreed to by STJE in writing, no person or entity shall be permitted to conduct any acceptance testing of the Product/Software/Data or other STJE product.

6 TERM AND TERMINATION

The License, the rights of the Customer hereunder and the obligations of STJE hereunder shall, at the option of STJE, terminate in the event that the Customer breaches or defaults upon any condition, covenant or obligation under the Proposal/ Quotation or these Terms and Conditions. On termination of the License, Customer is obliged to destroy all the copies of the Product/Software/Data including any modified copies as well as all of the written material. Upon termination of this Agreement other than by breach of STJE, STJE shall have the right to retain any and all License fees and other amounts paid prior to date of termination.

7 STJE'S WARRANTY AND LIABILITY

STJE warrants that for a period of 90 days (i) from the date of delivery of the Product/Software/Data by Customer, the Product/Software/Data shall conform in all material respects to the Specifications mutually agreed upon in writing; and (ii) the media on which Product/Software/Data is delivered shall be free from defects in materials and workmanship. STJE does not represent or warrant that the operation or the functionality of the Product/Software/Data shall be error-free. All warranties cease to be applicable if any error or fault is caused due to the Customer or a third party modifying products in any manner without STJE's prior written approval, using them in an improper manner, or repairing them without the permission of STJE, or if the system is not operated or maintained according to STJE's written manuals as provided to the Customer. STJE does not guarantee that the Product/Software/Data will satisfy the requirements and purposes of the Customer, or that it will work in conjunction with other programs selected by the Customer except to the extent that the Specifications expressly provides that the Product/Software/Data will meet certain specifications and will run in conjunction with specified programs. STJE is not responsible for recovery of any data or to provide any data recovery capabilities except as may be specifically agreed to by STJE in writing. Customer's sole remedy for a breach of product or Product/Software/Data related warranty shall be for STJE to repair or replace the defective portion of the Product/Software/Data (the choice of which shall be STJE's), provided, however, that STJE shall not be liable for delays or failures to correct non-significant errors in the Product/Software/Data if STJE made reasonable efforts to correct such error. In any event, STJE's obligation for breach of any warranty or obligation shall be subject to the limitations of liability set forth below. The Customer's sole remedy in the event of defects in the data medium covered by product warranty, shall be for STJE to replace the data medium. To invoke the remedies for breach of the product warranty, the Customer must notify STJE of any breach of product warranty within the 180 day warranty period set forth herein. In the event that STJE is unable to correct any significant errors covered under the product warranty, Customer shall be entitled to return all the Product/Software/Data and related documentation (and all copies thereof) and, upon such return, be entitled as its sole remedy to a refund of an appropriate portion of the license fees paid hereunder relating to same, provided, however, that if Customer had put the Product/Software/Data (or any portion thereof) into operation use, then STJE shall be entitled to retain an equitable portion of the license fees. THE WARRANTIES SET FORTH IN THIS SECTION 7; IN THE STJE LICENSE AGREEMENT AND IN THE STJE SUPPORT & MAINTENANCE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, AND STJE EXPRESSLY DISCLAIMS OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE. STJE WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE OF PERFORMANCE CAUSED BY THE CUSTOMER (INCLUDING, WITHOUT LIMITATION ANY DELAY OR FAILURE DUE TO THE LACK OF COOPERATION BY

THE CUSTOMER'S CONTRACTORS, VENDORS, OTHER SERVICE PROVIDERS AND EMPLOYEES OR FAILURE OF ANY OF CUSOTMER'S EQUIPMENT, HARDWARE, SOFTWARE, OR NETWORK), AND IN ANY SUCH CASE Customer WILL CONTINUE TO BE RESPONSIBLE FOR FEES DURING SUCH PERIODS. IN NO EVENT SHALL STJE, ITS EMPLOYEES, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, BE LIABLE TO Customer, OR ITS AGENTS, AFFILIATES OR ANY OTHER RELATED THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION ANY LOST REVENUES OR PROFITS OF THECUSTOMER OR OTHER DAMAGES OR LOSS RESULTING FROM OR ARISING OUT OF A BREACH OF THE WARRANTY AND/OR ANY USE OR FAILURE OF THE SOFTWARE (WHETHER OR NOT STJE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR OTHER BREACH OR DEFAULT UNDER OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THE PROPOSAL. IN NO EVENT SHALL STJE'S TOTAL LIABILITY (TOGETHER WITH THE TOTAL LIABILITY, IF ANY, OF ITS EMPLOYEES AND AFFILIATES AND THEIR RESPECTIVE EMPLOYEES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY SOFTWARE SUPPORT AGREEMENT, MAINTENANCE AGREEMENT, OR CONSULTING AGREEMENT OR THE LIKE, EXCEED (IN THE AGGREGATE) THE TOTAL AMOUNT OF THAT PORTION OF THE LICENSE FEE OR MAINTENANCE FEE PAID TO STJE BY Customer ATTRIBUTABLE TO THE PROBLEM GIVING RISE TO THE BREACH OF WARRANTY. ANY AND ALL ACTIONS, SUITS, PROCEEDINGS OR THE LIKE THAT Customer MAY DESIRE OR ELECT TO BRING AGAINST STJE OR ANY OF ITS AFFILIATES OR RESPECTIVE EMPLOYEES, FOR OR RELATING TO ANY CLAIMS, RIGHTS, REMEDIES DEMANDS CHARGES OR CAUSES OF ACTION ARISING HEREUNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE BROUGHT AND COMMENCED WITHIN ONE (1) YEAR FOLLOWING THE DELIVERY OF THE PRODUCT/SOFTWARE/DATA OR BE FOREVER LOST, WAIVED AND RELINQUISHED.

8 INDEMNIFICATION

Subject to the limitations of liability set forth in Section 7 above, STJE at its sole discretion may choose to defend the Customer against any proceeding based upon any claim for infringement of intellectual property rights arising from the use of the standard STJE software, provided that: (a) the Customer notifies STJE in a reasonable and timely manner from the commencement of any proceeding; (b) STJE has exclusive control over the defense and settlement of the proceeding; (c) Customer provides such assistance in defense of the proceeding as STJE may reasonably request; and (d) Customer complies with any settlement or court order made in connection with the proceeding (e.g., relating to the future use of any infringing software). The Customer shall have the right, at its option and expense, to retain advisory counsel to represent its interest in defending any such claim or litigation. STJE at its sole discretion may choose to indemnify the Customer against any and all damages, costs and attorneys' fees finally awarded against the Customer in any infringement proceeding under this Section under (c) above. If such an infringement claim is made or appears possible, STJE shall have the option, at its expense, to replace or modify any affected standard Product/Software/Data so as to avoid infringement while maintaining reasonable equivalent functionality, or to procure the right for the Customer's continued use and marketing of such items with substantially similar functionality and capabilities. If STJE determines that both alternatives require undue financial commitments and may not be achieved using reasonable commercial efforts, the STJE shall have the option to terminate the License, and to refund to Customer the relevant portion of the license fee, once the Customer has returned the infringing Product/Software/Data and all related material. STJE shall have no obligation to Customer hereunder for or with respect to claims, actions, or demands alleging infringement that arise by reason of (1) modification(s) or enhancements to the Product/Software/Data made at Customer's request, or any modifications or enhancements made by Customer, its employees and/or its agents made without STJE's prior written approval specifying in detail the modifications or enhancements to be made; (2) combination, operation, or use of non-infringing items with any items not supplied by STJE or (3) for any claims of infringement based on the continued use of a superseded or modified release of Product/Software/Data by the Customer after receiving notification from STJE that the Product/Software/Data has been superseded or modified provided the modified release has been made available to the Customer. THIS SECTION STATES STJE'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL INFRINGEMENT AND CLAIMS OF INFRINGEMENT. The Customer agrees to take all reasonable steps to protect the Product/Software/Data from unauthorized copying or use. The Customer shall be fully responsible for and accountable to STJE for all consequences arising from any and all unauthorized use, disclosure or publications of the Product/Software/Data by Customer any employers, agents or representatives or their parties who obtained access to the Product/Software/Data through Customer. In the event of any unauthorized use by any of the Customer's employees, agents or representatives or other third parties of which Customer is or becomes aware, the Customer agrees to use its reasonable efforts to terminate such unauthorized use and to retrieve any copy of the Product/Software/Data in the possession or control of the person engaging in such unauthorized use. The Customer shall immediately notify STJE of any legal proceedings it initiates in connection with such unauthorized use. STJE may, at is option and expense, participate in any such proceeding and, in such event, the Customer shall provide such authority, information and assistance related to such proceeding as STJE may reasonably request to protect STJE's interests. Customer shall not modify, reproduce or make derivative works of the Product/Software/Data without the prior written consent of STJE.

9 CONFIDENTIALITY

As to each of the parties, Confidential Information shall mean information disclosed, communicated or otherwise observed by one party regarding the other party's business, including, but not limited to, financial, customer related, business plans, proprietary, developmental, technical, marketing, sales, operations, know how, and business and process information. Confidential Information shall also include the terms of this Agreement but not the existence of this Agreement. Confidential Information does not include information: (i) which was rightfully in the possession of recipient from a source other than the disclosing party prior to the time of disclosure of said information to

recipient hereunder ("Time of Receipt"); (ii) which was in the public domain prior to the Time of Receipt; (iii) which became part of the public domain after the Time of Receipt by any means other than an unauthorized act or omission on the part of recipient; (iv) which is supplied to recipient after the Time of Receipt without restriction by a third party who is under no obligation to the disclosing party to maintain such information in confidence; or (v) it was independently developed by recipient prior to the Time of Receipt as evidenced by recipient's written records. During the term of this Agreement and after any expiration or termination thereof, each party shall hold the other party's Confidential Information in strict confidence and not disclose, make commercial or other use of, give or sell to any person, firm, or corporation, such Confidential Information for itself or others. TheCustomer shall cause its personnel (including without limitation, its employees, agents and contractors) to comply with the confidentiality and non-use obligations hereunder. The obligations of nondisclosure under this Agreement shall not apply as to disclosure of any information which either party is required to disclose pursuant to any subpoena or other legal process or to any governmental body which, in such

party's reasonable judgment, may have appropriate jurisdiction over the matter; provided however, that the party seeking to disclose shall, to the extent possible, provide the other party with advance notice of such disclosure in order to give the other party a reasonable opportunity to challenge such disclosure and/or to obtain a protective order in connection with such disclosure.

10 EXPENSES

Except as expressly provided otherwise in this Agreement, each party shall bear its own expenses incurred in consummating this Agreement and in performing its obligations hereunder.

11 ARTICLE 11 - SEVERABILITY

If any provisions of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effecting the same manner as if the invalid or illegal provision had not been contained herein.

12 WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of other right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

13 ASSIGNMENT

This Agreement and the rights and obligations of the parties hereunder, may not be transferred, assigned or sublicensed, in whole or in part, by either party hereto without the prior written consent of the other party, but shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and any permitted successors, assignees and legal representatives; provided however, that STJE shall be entitled to assign all of its rights and obligations under this Agreement, without the prior written consent of the Customer, to any corporation which controls, is controlled by, or is under common control with, such party. For purpose of this Section 13 a controlled entity is an entity, in which one of the parties hereunder has 50% or more equity interest. STJE may use subcontractors to perform work and services under or in connection with this Agreement without Customer's consent.

14 AMENDMENTS

This Agreement together with the STJE License Agreement and the STJE Support & Maintenance Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument, signed by the parties hereto, which makes specific reference to this Agreement and which specifies that this Agreement is being amended.

15 ARTICLE 15 - ENTIRE AGREEMENT

The Terms and Conditions together with the STJE License Agreement and the STJE Support & Maintenance Agreement contain the entire agreement and understanding between the parties regarding the subject matter hereof and the transactions contemplated under the Proposal/Quotation. In the event of a conflict between these Terms and Conditions and those of any purchase order or similar Customer document, the Terms and Conditions together with the STJE License Agreement and the STJE Support & Maintenance Agreement shall prevail.

16 GOVERNING LAW/VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of Germany without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction located in Germany and both parties hereby consent to the jurisdiction of such courts.

17 EXPORT

The Customer is responsible to comply with all applicable import and export laws, rules and regulations. Customer is responsible for and shall pay any and all customs, duties and similar charges arising under or in connection with the transactions contemplated under the Proposal/Quotation.