General Terms and Conditions of Beta Systems Software Limited

1. Scope

1.1 These General Terms and Conditions shall apply to all contracts for the supply of goods and services by Beta Systems Software Ltd. (hereinafter Beta Systems) and the Customer. Any terms and conditions conflicting with or deviating from these Terms and Conditions shall not apply unless Beta Systems has explicitly consented to the application thereof in writing.

1.2 The Terms and Conditions may be composed of the General Part as well as provisions contained in a Specific Part (eg. specific terms and conditions for consulting). The Basic and/or Main Agreement defines which regulations apply. In case of conflicting regulations the order of priority shall be as follows: 1. Regulations from the Basic and / or Main Agreement, 2. Regulations from the Specific Part of the Terms and Conditions of Beta Systems Ltd., 3. Regulations of the General Part of the Terms and Conditions of the Beta Systems Ltd.

2. Definitions

Definitions of non-standard industry terminology are subject to a separate document of the General Terms and Conditions of Beta Systems Software Limited (Version 10/2011).

3. Offer and contract conclusion

Orders can be accepted by Beta Systems within 14 days. Commencement of performance and/or delivery by Beta Systems within the aforementioned period shall also be deemed as Beta Systems' acceptance of the order.

4. Provided documents

All offers and cost estimates, illustrations, drawings, calculations, brochures, catalogues, models, tools and other documents or devices handed to the Customer are subject to the property rights and copyright of Beta Systems. The Customer is not entitled to make these objects as such or their content available to third parties or to copy them without Beta Systems' express consent. The Customer must return the objects and possible copies completely if Beta Systems requests this, if they are no longer required for an orderly course of business or if the negotiations did not lead to the closing of a contract.

5. Prices and Payment

5.1 All prices are net prices excluding the applicable rate of value added tax. They are quoted **in** GBP ex works and are exclusive of packing, transportation, handling costs, customs duties or other public fees. These costs and fees will be invoiced separately.

5.2 All invoice amounts have to be paid without any deduction no later than 10 days after receipt of the invoice. Payments are only valid once Beta Systems receives them. Checks are only valid after they have been cashed without reservation. The deduction of cash discounts requires a separate written agreement.

5.3 The customer shall be entitled to set off claims only if his counterclaims are legally enforceable or have not been disputed by Beta Systems.

5.4 Beta Systems has the right to deliver outstanding goods and services upon prepayment or payment of a security deposit in the amount of the value of the goods and services to be delivered, if Beta Systems becomes aware of circumstances which endanger Beta Systems rights due to limited liquidity on the side of the Customer

6. Deliveries and delivery time

6.1 Beta Systems can at its option deliver the objects in digital format on data carriers or online including documentation, if the order of the Customer is for Software only. Beta Systems has the right to make the documentation available online only, even if the software is delivered on a data carrier. The Products will be delivered to the address indicated in the Basic and / or Main Agreement or to the delivery address communicated by the Customer. The Customer

must report damages and losses during shipment, wrong deliveries or incomplete deliveries promptly in writing. Beta Systems does not owe the installation or customisation of software. The installation or customisation of the software is subject to a separate agreement.

6.2 Software documentation is delivered in English.

6.3 The alpha numeric codes required for the use of the software (such as execution keys, license strings or LICX files) will be sent to the Customer within 10 days after receipt of full payment. The Customer receives temporary keys or licence strings when signing the contract. They are limited to 30 days and can be revoked at any time.

6.4 Time limits and dates for goods and services are always approximate, as long as no fixed time limits or dates have been agreed to.

6.5 Beta Systems will inform the Customer immediately about any delay - if the delay is not only temporary -, in cases such as force majeure and for other events, such as operational disorders, difficulties in procuring material or energy, transport delays, strikes, legal lockouts, scarcity of manpower, energy or raw material, regulative measures or lack of delivery, incorrect or late delivery of Beta Systems' suppliers, as long as Beta Systems is not responsible for the circumstances and if they make the delivery of goods and services significantly more difficult or impossible. In such event the parties must agree to extension of delivery and service time limits or the delivery and service dates will be adjourned for the time of delay including reasonable start-up time for temporary delays, which may not be unreasonable withheld. The customer can withdraw from the contract through an immediate written statement after he receives the message concerning the expected duration of delay, if, in due consideration of the agreed service and delivery dates and the common interests of both parties, the Customer cannot be expected to accept the goods and services under the condition of an unreasonable delay.

6.6 The regulations of item 5.5 apply accordingly for difficulties arising from obtaining the necessary regulatory approvals, especially export and import licences, if Beta Systems has taken over this task as an exception. Beta Systems assumes the accuracy of information provided by the Customer for obtaining an import or export licence. The Customer must reimburse Beta Systems' expenses in case he provided incorrect information.

6.7 Beta Systems liability is limited in accordance with item 9 of these terms and conditions, if Beta Systems is liable because of unenforceability or due to the delay of goods and services deliveries.

6.8 In the event part-deliveries are reasonable, Beta Systems may at its absolute discretion chose to deliver parts of the goods and services without further notice or agreement. Each partial delivery is considered a separate transaction.

6.9 The customer will strictly comply with all applicable import and export regulations for goods and services, particularly those of the United States. The customer has the responsibility to handle legal or regulatory proceedings in connection with cross-border deliveries or services, except as otherwise expressly agreed.

7. Fulfillment, shipping, packaging

7.1 The place of fulfilment with respect to the contractual relationship is Beta System's registered office, if not specified otherwise.

7.2 The type of shipping and packing is determined by Beta Systems at its sole discretion.

8. Warranty Claims

8.1 Beta Systems warrants that the Software shall perform substantially in accordance with Beta Systems' product descriptions or specifications, the respective documentations or, if existent, the cover letter. Public statements, promotion and advertisements don't represent contractual quality information.

8.2 The Customer must install the software delivered by Beta Systems immediately and test it for its functionality and for deficiencies. The customer has to report defects in writing immediately. If the defect is discovered later within the warranty period it has to be reported promptly after discovery. The defect must be described in a comprehensible format.

8.3 In the event, that the return of the delivered goods is necessary, Beta Systems will reimburse the cost of the most inexpensive shipment provided that the notice of defects was justified. This only applies, if the cost did not increase due to the fact that the delivered goods are at a different location than the original delivery address, unless the transfer to a different location is consistent with the intended usage of the delivered object or was agreed with Beta Systems beforehand in writing.

8.4 Beta Systems will, at its option: a) repair or replace the nonconforming Deliverables, or b) refund the license fees paid for the applicable nonconforming Software plus any prepaid, unused Software Support and Maintenance Service fees, and Client shall return the Software, Documentation and any copies thereof to Beta Systems or destroy such Software Documentation and any copies thereof and certify to Beta Systems that the same has been destroyed.

8.5 In the event of minor departure from the promised specifications, the Customer may not reject services and/or goods, if it is objectively reasonable to accept the services / goods, but Customer may pay a reduced price. Reduction of price must be agreed with Beta Systems, and acceptance shall not be unreasonably withheld.

8.6 Beta Systems does not warrant that the Software will operate in conjunction with equipment or software that is neither provided by nor formally approved by Beta Systems, or that the operation of the Software will always be uninterrupted or problem or error free.

8.7 For defects of standard software of other manufacturers delivered by Beta Systems, which cannot be repaired by Beta Systems for licensing or other reasons. Beta Systems will, independent of its own liability, at its choice exercise its claims based on defects against manufacturers or suppliers of standard software on behalf of the client or will transfer its claims to the Customer subject to Customers' approval.

8.8 The Customer has the obligation to support Beta Systems to the greatest possible extent in removing the defect, especially by providing required information and, if required, making error and console reports available.

8.9 The warranty does not apply, if the Customer modifies the delivered object or has it modified by third parties without Beta Systems consent, unless the Customer can show that the respective defect is not caused by the modification and that the defect resolution will not be made impossible or unacceptable by the modification. This is also true for unauthorised use with third party hardware or software or use of the delivered objects, which is not contractual and/or appropriate. In any case, the Customer must cover the additional cost for removing the defects caused by the modifications.

8.10 The limitation period for claims under this Section shall be 12 months from acceptance or – as applicable – provision of the services. This shall not apply for claims for damages based on defects in case of personal injury or in case of damage caused by wilful intent or by gross negligence on the part of Beta Systems. Any further claims are excluded except in case of fraudulent wilful act, in case Beta Systems has given a guarantee for a specified quality of the products or parts thereof or in case of wilful act, gross negligence, injury to live, limb and health.

9. Industrial property rights

9.1 Beta Systems is liable for the violation of third party rights only if the delivered goods and services are used as specified in the contract, in particular in the environment of use as agreed upon. Should a third party file a claim based on infringement of a copyright or other industrial property rights or competition law against the Customer, the Customer will inform Beta Systems without undue delay.

9.2 If Beta Systems violated the rights of a third party, Beta Systems may chose at its option and at its expense to either

a) procure the right for the Customer to use the contractual performance,

b) modify the contractual performance to make it non-infringing;

c) or, if these alternatives are not commercially reasonable, end the services or the license for the applicable program less a reasonable amount for use. The Customers' interests are adequately taken into account.

For damages and reimbursement of expenses clause 9 applies accordingly.

10. Liability

9.2 Except as expressly provided in this Agreement no warranty, condition, undertaking, or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Products is given or assumed by Beta Systems and all such warranties, conditions, undertakings and terms are hereby excluded.

9.3 Neither Party shall be liable for any indirect, special, incidental or consequential damages or loss, including damages for loss of business, loss of profits, business interruption, loss of data, or the like, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if the Company or its representatives have been advised of the possibility of such damages. In no event shall Beta Systems' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer for the Product. The foregoing limitation shall not apply for damages based on wilful intent or gross negligence or in case of personal injury.

10.1 For the loss of data, Beta Systems shall be liable only if the Customer has backed up his data at adequate intervals in a suitable form, so that it can be recovered at a reasonable cost. Beta Systems is not liable for damages which result from the fact that the Customer interrupts or withdraws the usage of the software,

10.2 For reimbursement of expenses and other liability claims of the Customer against Beta Systems 9.1 and 9.2 apply accordingly.

11. Non-disclosure

11.1 Each party agrees and undertakes that during the term of this agreement and thereafter it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other party disclose to any third party, all information of a confidential nature (including, without limitation, information relating to a party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets and information of commercial value) which may become known to that party from the other party (Confidential Information), unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this agreement or subsequently comes lawfully into the possession of that party from a third party.

11.2 To the extent necessary to implement the provisions of this agreement, each party may disclose the other party's Confidential Information:

(a) to those of its employees as may be reasonably necessary or desirable, provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this agreement and shall at all times procure compliance by those employees with them; and

(b) as may be required by law, court order or any governmental or regulatory authority.

11.3 No party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this agreement.

12. Miscellaneous

12.1 Beta Systems is entitled to disclose the name of the Customer and characterise him as such, as part of marketing activities, marketing documentation and other publications, especially publications with advertising content. Beta Systems has the right to report benchmark data of the contract as part of its legal obligations for stock exchange publication.

12.2 The exclusive place of jurisdiction for all legal disputes from or in connection with the Main Agreement and these General Terms and Conditions shall be London.

12.3 The relationship between Beta Systems and the client is exclusively subject to the laws of England and Wales. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

12.4 Changes of or amendments to these Terms and Conditions and to the Basic and/or Main Agreement, including the written form requirement set forth in this clause, must be in writing.

12.5 If one or more provisions of the Main Agreement are or become ineffective or non-executable, the effectiveness of the remaining provisions shall not be affected. The effective provision shall take the place of that ineffective or non-executable provision with retroactive effect which most closely approaches what the parties desired on conclusion of the agreement. The same shall apply to any omission in the Main Agreement.