

General Terms and Conditions

SPRAYLIGHT GmbH

Version 2013.04-01

This document is a translation from the German language version of the General Terms and Conditions ("Allgemeine Geschäftsbedingungen") for your convenience. In the event of any conflict between the German language version and this translated version, the German language version shall prevail.

1. Field of Application

The following General Terms and Conditions shall apply to all contracts concluded between Spraylight GmbH (hereinafter "the Seller") and its customers (hereinafter "the Buyer"). These General Terms and Conditions shall apply exclusively, unless a written agreement has been reached between Spraylight GmbH and the Buyer. By placing an order in writing the Buyer acknowledges the current General Terms and Conditions. Any other terms and conditions of the Buyer will not form part of the contract, even if those have not been explicitly contradicted.

2. Scope of Contract

All orders and agreements are only then legally binding, when they have been signed by an authorized representative of the Seller and they obligate only to the extent set forth in the order confirmation.

All offers are subject to change and non-binding. The offer forms part of the concluded contract. Any side agreements only become valid upon their written formulation. Cost estimates and any other offer documents of the Seller shall not be disclosed to third parties.

3. Performance and Inspection

3.1 Subject of an Order

These General Terms and Conditions shall apply for services like:

- Creation of Macro- and micro-analyses;
- Development of an organizational plan;
- Development of custom-designed programs;
- Consulting services in the area of software development;
- Delivery of library (standard) programs;
- Acquisition of rights to use software products;
- Acquisition of exclusive rights to use and to exploit software products;
- Support at system start-up / support during system changeover;
- Telephone advisory service;
- Program maintenance;
- Creation of program carriers;
- Other services.

3.2 Development Base

Individual organizational plans and programs shall be elaborated in line with the type and scope of the information, documents and accessory aids which have been made available by the Buyer. Included are customary test data as well as the opportunity to test to the necessary extent, which the Buyer shall make available on a timely basis, during normal business hours, and at his expense. If the Buyer has already been working in real time in an operating system that is being made available for testing, the responsibility for securing the real data lies with the Buyer.

3.3 Performance Specification

The basis for creating custom-designed programs shall be the written performance specification that either are provided by the Buyer or that the Seller writes up, at charge to the Buyer, on the basis of documentation and information provided to him by the Buyer. This performance catalogue is to be inspected by the Buyer for correctness and completeness and is to be initialed by him as a sign of his assent. Requests for modifications which are made thereafter can result in separate deadline and price agreements.

3.4 Software Acceptance

For individually created software or program adaptations, it is required that each program be accepted by the Buyer at the latest four weeks after delivery by the Seller. This acceptance will be confirmed in a record of the transaction by the Buyer (inspection for correctness and completeness in line with the performance specifications accepted by the Seller on the basis of the test data made available to him, as described in 3.2). Should the Buyer allow four weeks to pass without accepting the program, the delivered software shall be deemed to have been accepted as at the last day of the stated time period. If the Buyer uses the software in real-time operations, the software is thereby deemed to have been accepted by the Buyer.

3.5 Correction of Defects

Possible defects - deviations from the written performance specifications - are to be reported to the Seller with sufficient supporting documentation. The Seller shall make efforts to correct the defects as quickly as possible. If there are serious defects that have been reported in writing, i.e., if real-time operations have not commenced or cannot be continued, a renewed acceptance of the work following correction of the deficiency is required. The Buyer does not have the right to refuse software because of immaterial defects.

3.6 Standard Programs

When library (standard) programs have been ordered, the Buyer confirms by virtue of the order his knowledge of the scope of performance of the ordered program.

3.7 Impossibility of Performance

Should it prove in the course of the work to be impossible, actually or legally, to complete the order in line with the performance specifications, it is the responsibility of the Seller immediately to inform the Buyer thereof. If the Buyer does not change the performance specifications accordingly or create the conditions to make completion of the order possible, the Seller can reject performance of the order. If the impossibility of carrying out the order is due to an

omission on the part of the Buyer or to a later change by the Buyer in the performance specifications, the Seller is entitled to withdraw from the order. The Buyer is to reimburse the Seller's costs and fees that have come due for the work as well as any dismantling costs.

3.8 Shipment

The shipment of program carriers, documentation, and performance specifications shall be at the expense and risk of the Buyer. Should the Buyer wish further training and elucidation, these will be billed separately. Insurance will be taken out only at the request of the Buyer.

4. Prices, Taxes and Fees

4.1 Prices

All prices are in Euro and do not include sales tax. They are valid only for the present order. The quoted prices are ex business domicile or branch office of the Seller. The costs of program carriers (e.g., CD's, magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes, etc.) shall be billed separately.

4.2 Price Determination

Orders are either invoiced at cost or at a fixed price (package price). The possibility to choose depends on the order and can be agreed upon at the Buyer's request.

4.3 Rates and Costs

The hourly and daily rates are to be defined in the offer. The rates offered are only valid for the order specified in the offer, unless a valid framework contract with the Buyer exists.

The costs for travel, per diem, and overnight accommodation costs shall be invoiced separately to the Buyer according to the valid respective rates. Transit time is to be considered as work time.

If the actual time expenditure deviates from that specified in the contract and the derivation cannot be borne by the Seller, the price will be calculated according to the actual accrual.

4.4 Term of Payment

The invoices submitted by the Seller, inclusive of sales tax, are payable at the latest 14 days from receipt of the invoice without any deductions and free of charges. For partial invoices, the terms of payment for the entire order obtain analogously.

4.5 Partial Invoices

Where orders encompass a number of units (e.g., computer programs and/or training sessions, completion in stages), the Seller is entitled to submit an invoice after the delivery of each unit or service.

4.6 Electronic Invoice

The Seller reserves the right to invoice the service agreed upon either in hard copy or electronically. The Buyer agrees with electronic invoicing. Unless otherwise agreed, electronic invoices are sent as an unsigned PDF document in an email attachment. Note: Since January

1st, 2013 electronic invoices have been equated with those in hard copy (Law to Amend 2012, BGBl. I No. 112/2012). Electronic invoices do not need to have an electronic signature in order to entitle the recipient to deduct pre-tax.

4.7 Delayed Payment

Payment on the agreed-upon dates is an essential condition for delivery and for fulfillment of the contract by the Seller. Failure on the part of the Buyer to comply with the agreed payment schedule entitles the Seller to discontinue current work and to withdraw from the contract. All costs connected therewith as well as loss of profit are to be borne by the Buyer.

In case of delayed payment, interest on payment in arrears will be charged according to § 456 UGB. In case two consecutive partial invoices are not paid on time, the Seller has the right to enforce non-compliance and to call accepted drafts.

4.8 Incompleteness

The Buyer is not entitled to withhold payment because of incomplete total delivery, guarantee or warranty claims, or complaints.

5 Delivery Terms

5.1 Delivery Period

The delivery period begins with the date of the Seller's written confirmation of order. Compliance with the agreed delivery date requires the punctual receipt of all necessary documents, hardware and software provisions, the presence of all necessary permissions and approvals, the punctual clarification and approval of plans as well as adherence to the agreed terms of payment and any other contractual obligations by the Buyer. If these requirements are not met in time, the delivery date is obsolete and needs to be agreed upon again considering all operational requirements of the Seller.

Delays in delivery and cost increases that result from incorrect, incomplete, or subsequently changed data and information or supporting documentation provided to the Seller, are not the responsibility of the Seller and cannot result in the Seller's being in default of delivery. Additional costs so arising are to be borne by the Buyer.

5.2 Partial Deliveries

In the case of orders that encompass a number of units or programs, the Seller is entitled to make partial deliveries and to submit partial invoices.

5.3 Default of Acceptance

In the event of default of acceptance by the Buyer, a written notification stating the Seller's readiness for delivery is sufficient to justify the default of acceptance.

6. Copyright and Use

6.1 Copyright

The Seller or his licensors are entitled to all copyrights on the agreed services (programs, documentation, etc.). The Buyer obtains only the right to use the software after payment of the agreed remuneration strictly for his own purposes, only with the hardware as specified in the contract, and, in accordance with the number of licenses acquired, simultaneously at different workplaces. By this contract the Buyer acquires merely the authorization to use the software. Further distribution of the product by the Buyer is not permitted, as per the copyright law. The Buyer does not by virtue of participating in the production of the software acquire any rights beyond its use as set forth in this contract. Any infringement of the copyrights of the Seller will result in the right to claim damages, in which case the Seller is entitled to full satisfaction.

6.2 Copies

The Buyer is permitted to make copies for archival and data backup purposes only on condition that the software does not contain an express prohibition on the part of the licensor or a third party and that all notices of copyright and ownership are transferred unchanged into these copies.

6.3 Disclosure of Interfaces

Should the disclosure of the interfaces be necessary to produce the interoperability of the software covered by this contract, the Seller is to request this of the Buyer with remuneration of costs. If the Seller does not comply with this stipulation and decompilation follows in accordance with copyright law, the results are to be used exclusively for the production of interoperability. Misuse will result in claims for damages.

6.4 Self-promotion

The Buyer grants the Seller the simple, temporally and locally unrestricted right to use the project results, including, but not limited to, all works provided by the Buyer, such as logos, images, audio files, videos and any other registered works, beyond the end of contract exclusively for the purpose of self-promotion.

7 Right of Cancellation

7.1 Noncompliance of Delivery Date

Should the agreed-on date of a delivery be exceeded due solely to the fault or the unlawful conduct of the Seller, the Buyer is entitled to cancel the contract in question by registered letter if essential parts of the agreed service are not performed within a reasonable grace period and the Buyer is in no way at fault.

7.2 Unforeseen Circumstances

Force majeure, work conflicts, natural catastrophes, and transportation stoppages, as well as other circumstances that cannot be influenced by the Seller relieve the Seller of the obligation to deliver or permit him to redetermine the agreed delivery period.

7.3 Cancellation

Cancellation by the Buyer is only possible with the written agreement of the Seller. If the Seller agrees to the cancellation, he is entitled to charge not only for services rendered and accrued costs, but also a cancellation fee that represents 30% of the value of the total order not yet settled.

8 Warranty, Maintenance, Alterations

8.1 Defects

Notices of defects are valid only if they concern defects that are reproducible and if they are submitted within 4 weeks after delivery of the agreed service and documented in writing. In fulfillment of the warranty, rectification of defects takes precedence over price reduction or rescission of the order. If the notice of defects is justified, the defects are to be remedied within an appropriate period of time, and the Buyer is to make available to the Seller all measures required by the latter to investigate the problem and remedy the defects. The presumption of defectiveness in accordance with § 924 of the ABGB is ruled out.

8.2 Revisions and Additions

Revisions and additions, which, before the agreed work is handed over, prove to be necessary because of organizational deficiencies or technical deficiencies in the program, and for which the Seller bears responsibility, are to be carried out free of charge by the Seller.

8.3 Costs for Support

The costs for support provided, diagnosis of errors, remedying defects and failures that are the responsibility of the Buyer, as well as other corrections, revisions and additions are to be carried out by the Seller and the costs charged to the Buyer. This is also the case for the remedying of errors when program revisions, additions or other interventions have been carried out by the Buyer himself or by a third party.

8.4 Improper Use

Furthermore, the Seller assumes no warranty for defects, failures or damages that are due to improper use, altered components in the operating system, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from the installation and storage provisions) or damage during shipment.

8.5 Alterations by Third Parties

For programs that are subsequently altered by programmers of the Buyer or by third parties, any existing warranty of the Seller's is no longer applicable.

8.6 Warranty of Supplementations

Insofar as the subject of the order is the revision or supplementation of existing programs, the warranty covers the revision or supplementation. The warranty for the original program does not thereby again come into effect.

9 Liability

The Seller is liable for damages insofar as intent or gross negligence can be proven, within the framework of statutory regulations. Liability is excluded in case of slight negligence. Compensation for consequential damages and financial loss, not realized savings, loss of interest, and damages arising from third-party claims against the Seller is in every case, to the extent legally permissible, ruled out.

10 Loyalty

The parties to the contract obligate themselves to reciprocal loyalty. They will not hire away staff or employ, including by way of third parties, staff of the other party to the contract who have worked on the realization of the projects, during the duration of the contract or for 12 months after the end of the contract. A party to the contract in violation of this clause is obliged to pay lump-sum damages in the amount of one annual salary of the employee.

11 Confidentiality and Data Privacy

Both the Seller and the Buyer are obligated to keep all company secrets of the other party in confidence, to not disclose them to third parties or to realize them in any other way. Documents and any other information, which are received through a business relationship, may only be used within the respective purpose of contract.

The Seller obligates his employees to observe the provisions of §15 of the Data Privacy Law.

12 Other

Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

13 Court of Jurisdiction

In case of conflict, it is agreed that only the responsible local court in the Seller's place of business has jurisdiction.

14 Concluding Terms

Insofar as not otherwise agreed, the statutory regulations applicable to registered merchants are exclusively those in force under Austrian law. This is the case also when the order is carried out outside of Austria. For sales to consumers within the meaning of the consumer protection law, the above terms are valid only insofar as the consumer protection law does not insist on other conditions.