

dataglobal Bochum GmbH

General Software Licence Agreement

§ 1 Scope of Use

(1) dataglobal Bochum GmbH grants users the simple, non-exclusive right to use the software provided as described in this agreement and as designated in the purchase contract. The licence includes the right to install and to use the software in accordance with the related technical documentation. The scope of use is limited to the number of purchased licenses.

(2) Users may transfer the right to use the software to a third party with dataglobal Bochum GmbH's written consent only. dataglobal Bochum GmbH will not refuse an intended transfer without substantial cause. Users must disclose the name of the third party such to enable dataglobal Bochum GmbH to create a new license key and provide it to the third party. Further on, users must ensure that the third party has knowledge of this dataglobal Bochum GmbH software licence agreement and of the documentation accompanying the software. The transferring user must stop the usage of the software, uninstall the software from his/her computer system, destroy his/her license key and provide all backup copies of the software to the acquirer or destroy them immediately. The transferring user must comply with all applicable national and international export restrictions when transferring the software.

(3) Users are not allowed to modify the user interface and/or windows of the software, in particular they may not remove the dataglobal Bochum GmbH manufacturer notices, conduct reverse engineering, decompile or disassemble the software, or create derivatives of it. The user agrees to keep the software in a secure place so that unauthorized third party access and unauthorized reproduction by third parties, to the utmost extent, excluded.

(4) Users are not allowed to use APIs that are not described in the technical documentation.

§ 2 Multiplexing / Pooling

(1) Within the meaning of this License Agreement the terms "Multiplexing" and "Pooling" refer to network strategies designed to reduce - directly or indirectly - the number of devices or users that access the windream server and use its functionalities.

(2) The use of Multiplexing or Pooling systems is not allowed in any case.

§ 3 Creation of Self-Contained Archives

(1) As an option the software may contain a component designed to create "self-contained archives" that store archiving data (documents) and meta-data (indexes) together with a piece of software on a portable storage medium. The use of the before mentioned software is regulated by the "Terms of Use for Self-Contained Archives" which can be accessed within the menu bar of the user interface of the storage medium.

(2) When creating self-contained archives, users must use the routines provided by the software without exception. Furthermore users have to make sure that the copyright notes of dataglobal Bochum GmbH and the "Terms of Use for Self-Contained Archives" are included on each

storage media. Users are not allowed to create self-contained archives in other ways when using the software of dataglobal Bochum GmbH.

(3) Based on the before mentioned regulations, users are allowed to pass storage media with self-contained-archives to third parties at no charge. Selling storage media with self-contained-archives to third parties – whether charged openly or indirectly – requires a separate license agreement with dataglobal Bochum GmbH.

§ 4 Copyright and Property Rights / Third Party Rights

(1) Users acknowledge the copyright of dataglobal Bochum GmbH, including the exclusive right of dataglobal Bochum GmbH to use and exploit the software. Unless otherwise provided for in writing, the exclusive rights to use and exploit the software shall also apply to software enhancements that have been developed by dataglobal Bochum GmbH for a user.

(2) More specific agreements shall supersede the software licence agreement.

(3) Users acknowledge the rights of dataglobal Bochum GmbH concerning the brand, trademarks, name and patent rights of the software and of the related documentations. Users are neither allowed to remove copyright notes and references to existing property rights from the documentation nor to change them or to obliterate them in any other manner.

§ 5 Updates

dataglobal Bochum GmbH is free to update or upgrade the design and the contents of the software any time. Generally, users are not entitled to receive free updates or upgrades. Updates and upgrades are usually subject to a fee. dataglobal Bochum GmbH recommends that users visit the dataglobal Bochum GmbH website (www.windream.com) in order to get current information on updates and upgrades which are published there.

§ 6 Liability

(1) Damage claims based on a contract violation or a violation of a pre-contractual or secondary (collateral) duty by dataglobal Bochum GmbH or its agents shall be restricted to gross negligence or intentional wrongdoing. If the violated obligation concerns a material obligation, dataglobal Bochum GmbH shall also be liable for ordinary negligence.

(2) dataglobal Bochum GmbH shall be liable only for normal or foreseeable damages with a maximum liability of EURO 50,000 for each case. Liability for abnormal or unforeseeable damages shall be excluded in all cases.

(3) In case of service or delivery delays or where dataglobal Bochum GmbH is unable to fulfil the agreement for which dataglobal Bochum GmbH or one of its agents is responsible, dataglobal Bochum GmbH shall only be liable for damages due to delay or non-performance in cases of gross negligence or intentional wrongdoing.

(4) The above liability limitations do not apply in the absence of warranted characteristics in case of tort or product liability.

(5) Users shall backup data on a daily basis. If damages occur that are due to loss or damage of data, liability shall be limited to the expenses incurred for the restoration of data.

However, this liability shall be excluded if a user has not backed up the data on a regular basis.

§ 7 Warranty

(1) dataglobal Bochum GmbH assumes any legal warranty obligations.

(2) dataglobal Bochum GmbH assures that the software fulfils the functions and performance characteristics which at the time of conclusion of the respective sales contract between dataglobal Bochum GmbH and the user are contained in the product description or were particularly agreed to in writing. The warranty does not extend to shortcomings which are caused by deviating from the specified operating conditions for the program or which are based on shortcomings or malfunctions of third party software.

(3) The user is obliged to make available to dataglobal Bochum GmbH verifiable documents about the type and occurrence of deviations from the product description and to participate in the identification and isolation of errors.

(4) dataglobal Bochum GmbH shall comply with its warranty obligations, at the sole option of dataglobal Bochum GmbH, either by repair or replacement. If dataglobal Bochum GmbH fails to repair or replace the software within a reasonable grace period granted by the user, the user may reduce the purchase price or rescind the agreement. A failure of the repair can only be assumed if dataglobal Bochum GmbH was given sufficient opportunity for repair.

(5) Users shall notify dataglobal Bochum GmbH in writing of any apparent defects within two (2) weeks of delivery. dataglobal Bochum GmbH shall be notified of latent defects no later than two (2) weeks after their discovery.

(6) The warranty period shall be twenty-four (24) months from delivery.

§ 8 Violation of Third Party Property Rights

(1) dataglobal Bochum GmbH does not know of any third party right which opposes the use of the software. Should a third party make any claim against a user, which is due to the user's alleged violation of property rights, dataglobal Bochum GmbH shall release the user from liability as explained in the following paragraphs.

(2) Users are required to inform dataglobal Bochum GmbH in writing immediately on receipt of any claim for violation of third party rights. They must not accept any liability for any asserted violation. They must subsequently enter into any dispute bargain or conflict (whether judicial or otherwise) with any third party only with the explicit agreement in writing of dataglobal Bochum GmbH. As far as possible, dataglobal Bochum GmbH shall lead litigations with third parties at its own cost and by itself; in all other cases, dataglobal Bochum GmbH shall refund legal costs to the user.

(3) The user is obliged to support dataglobal Bochum GmbH in disputes with third party persons to the utmost extent. This especially includes the immediate forwarding to dataglobal Bochum GmbH of information relevant to proceedings.

(4) Should a violation of the property rights of third party persons exist, dataglobal Bochum GmbH shall either – according to its choice – modify the software in a way that the property rights of the third party shall no longer be violated whilst leaving the software usability generally

unchanged, or shall correct the property rights violation by concluding a respective licence agreement with the third party. Users will not have to pay any additional costs for this.

(5) Liability of dataglobal Bochum GmbH for a violation of the property rights of third parties shall be nullified if the user is responsible for the violation or has not fulfilled the obligations described above.

§ 9 Scope of License Agreement / Third Party Software

(1) This General Software License Agreement is solely applicable with regard to the software components developed by dataglobal Bochum GmbH.

(2) Third Party Software either integrated or used (i.e. linked) within the software products developed by dataglobal Bochum GmbH or supplied as a separate software product is additionally governed by the License Agreement of the respective Third Party which is available on the data medium supplied. By using Third Party Products the user explicitly accepts the License Agreement of the respective Third Party.

(3) Integrated Third Party Software provided by Oracle Corporation is governed by this General Software License Agreement and additional by the Amendatory License Agreement as set forth in the Annex of this General Software License Agreement.

(4) Third Party Software may only be used in combination with the respective windream software components and not as stand-alone software unless the License Agreement of the respective Third Party states otherwise.

§ 10 Applicable Law

This software license agreement shall be governed by German law. The UN convention on the sale of goods shall be excluded.

Annex:

Amendatory License Agreement for OutsideIn Technologies of Oracle Corporation

dataglobal Bochum GmbH has integrated certain technologies of Oracle Corporation ("Oracle") to provide certain technical features. The herein before mentioned technologies ("programs") shall be governed in addition to or as replacement of dataglobal Bochum GmbH's General Software License Agreement by the following:

(1) The use of the programs is limited to the legal entity that bought the software and executed the end user license agreement ("end user"). The transfer of the programs is not allowed without the written consent of the licensor.

(2) The use of the programs is limited to the scope of the windream software and to the internal business operations of the end user. This includes the use of the programs by the end user's customers and suppliers to interact with the end user in the furtherance of the end user's internal business operations. End users may permit agents or contractors (including, without limitation, outsourcers) to use the programs on the applicable end user's behalf for the purposes set forth above, provided that end users are responsible for the agent's, contractor's and outsourcer's compliance with the end amendatory license agreement in such use.

(3) Oracle retains all ownership and intellectual property rights to the programs.

(4) End users are not allowed (a) to transfer the programs except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device and (b) to assign, give, or transfer the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).

(5) End users are not allowed (a) to remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights and (b) to make the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license).

(6) As permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs shall be limited to the maximum extent.

(7) End users are not allowed to publish any results of benchmark tests run on the programs.

(8) End users must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(9) Oracle reserves the right to audit the end user's use of the programs or to assign the licensor to carry out such an audit. End users are obligated to provide reasonable assistance and access to information in the course of such audit and permit the licensor to report the audit results to Oracle.

(10) Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the General Software License Agreement.