General Terms and Conditions

1. Offer and Agreement

1.1 These General Terms and Conditions shall apply to all offers, legal relationships and Agreements under which SQLTreeo provides goods and/or services of whatever nature to Client. Deviations from and additions to these General Terms and Conditions shall only be valid if they have been expressly agreed in writing.

1.2 All offers and other statements by SQLTreeo shall be without obligation, unless SQLTreeo expressly indicates otherwise in writing. Client warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which SQLTreeo bases its offer and which have been stated by or on behalf of Client to SQLTreeo.

1.3 The application of Client's purchasing or other terms and conditions is expressly rejected.

1.4 If any provision of these General Terms and Conditions is null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force.

1.5 SQLTreeo may always state additional requirements concerning communication between the Parties or performance of legal acts by e-mail.

2. Price and payment

2.1 All service prices shall be exclusive of turnover tax (VAT) and other levies imposed by the government. Product prices are inclusive of VAT.
2.2 Products are bought and delivered solely via the Internet based on instant payment. Client buys period of usage and receives access grants based on its purchase of access and usage rights.

2.3 If Client must make regular payments, SQLTreeo shall be entitled to adjust the applicable prices and rates by providing written notice at least three months in advance. If Client does not wish to agree to such an adjustment, Client shall, within thirty days after the notice, be entitled to terminate the Agreement before the date on which the adjustment would have become effective.

2.4 The Parties shall record in the Agreement the date or dates on which SQLTreeo shall charge Client the fee for the agreed performance. Client shall pay invoices in accordance with the payment conditions stated on the invoice. In the absence of a specific provision, Client shall pay instantly. Client shall not be entitled to set off or to suspend a payment.

2.5 If Client does not pay the amounts owed in a timely manner, Client shall owe legal interest on the outstanding amount, without any written demand or notice of default being necessary. If Client still does not pay the claim after a written demand or notice of default, SQLTreeo can pass on the claim for collection, in which case Client shall, in addition to the total amount owed then, be obliged to pay for all in-court and out-of-court expenses, including expenses charged by external experts in addition to the costs determined at law. Client shall also owe the expenses incurred by SQLTreeo in regard to unsuccessful mediation if the Client is ordered by a judgment to pay the outstanding amount in full or in part.

2.6

3. Confidential information, taking over employees and privacy

3.1 Each of the Parties warrants that all of the information received by the Other Party which is known to be or should be known to be confidential in nature shall remain secret, unless a legal obligation mandates disclosure of that information. The Party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the Parties as such.

3.2 During the term of the Agreement and for one year after it is terminated, each of the Parties shall not, unless it receives prior written permission from the other Party, take on employees of the Other Party who are or were involved in executing the Agreement or otherwise have these employees work for it, directly or indirectly. As the occasion arises, SQLTreeo shall not withhold the permission concerned if Client has offered appropriate compensation.

3.3 Client shall indemnify SQLTreeo against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by Client or for which Client is responsible under law or otherwise, unless Client proves that the facts underlying the claim are solely imputable to SQLTreeo.

4. Retention of title and rights, specification and possessory lien

SERVICES

In addition to the General Provisions in these General Terms and Conditions, the provisions set forth in this Chapter "Services" shall apply if SQLTreeo provides services, such as giving advice, feasibility studies, consultancy, study programmes, courses, training sessions, support, secondment, hosting, the design, development, implementation or management of software, websites or information systems and services regarding networks. These provisions shall not affect the provisions included in these General Terms and Conditions concerning specific services, such as computer services, development of software and maintenance.

13 Performance

13.1 SQLTreeo shall, to the best of its ability, do its utmost to perform the services with due care and, where appropriate, in accordance with the agreements and procedures recorded in writing with the Client. All of SQLTreeo's services shall be performed on the basis of a best efforts obligation, unless and insofar as SQLTreeo has expressly promised a result in the written Agreement and the result concerned has also been described with sufficient definiteness. Any agreements concerning a service level must always be expressly agreed in writing.

13.2 If it has been agreed that the services shall be provided in stages, SQLTreeo shall be entitled to postpone the start of the services which are part of a stage until Client has approved the results of the preceding stage in writing. 13.3 In performing the services, SQLTreeo shall only be obliged to follow timely and sensible instructions of Client if this has been expressly agreed in writing. SQLTreeo shall not be required to follow instructions which change or supplement the substance or scope of the agreed services; if such instructions are followed, however, the work in question shall be compensated pursuant to Article 14.

13.4 If a services agreement has been entered into with a view to performance by a particular person, the SQLTreeo shall always be entitled to replace this person after consultation with Client with one or more other persons with the same qualifications.

13.5 In the absence of an expressly agreed invoicing schedule, all amounts relating to services provided by SQLTreeo shall be owed once every calendar month in arrear.

14. Modification and additional work

14.1 If, at the request of or with prior consent from Client, SQLTreeo has performed work or rendered other performance which goes beyond the substance or scope of the agreed services, the Client shall pay for that work or performance according to the agreed rates in the SLA. Expanding or modifying a system analysis, a design or specifications shall also constitute additional work. The SQLTreeo shall never be obliged to satisfy such a request, and it may require that a separate written agreement be concluded.

14.2 Client accepts that work or performance as referred to in Article 14.1 may affect the agreed or expected time of completion of the services and the mutual responsibilities of Client and SQLTreeo. The fact that additional work (or the demand for it) arises during execution of the Agreement shall never be a ground for Client to rescind or terminate the Agreement.

14.3 Insofar as a set price has been agreed for the services, SQLTreeo shall, upon request, inform the Client in writing in advance about the financial consequences of the extra work or performance.

15. Secondment

15.1 There shall be secondment within the meaning of these Terms and Conditions if SQLTreeo makes an employee (hereinafter: "the Seconded Employee") available to Client in order to have this Employee perform work under Client's supervision, management and/or direction.

15.2 SQLTreeo shall exert its best efforts to ensure that the Seconded Employee remains available for the term of the Agreement, notwithstanding the provisions in Article 13.4 concerning replacement.

4.1 All objects delivered to Client shall remain SQLTreeo's property until all amounts owed by Client for the objects delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts which Client owes due to a breach of its payment obligation, have been paid fully to SQLTreeo. has paid all amounts owed under the Agreement; in that event, SQLTreeo shall possess all rights as the owner of the newly created object until the time Client makes full payment.

4.2 As the occasion arises, rights shall always be granted or transferred to Client on the condition that Client pays the agreed fees fully and in a timely manner.

4.3 Notwithstanding any delivery obligation, SQLTreeo may maintain possession of the objects, products, proprietary rights, information, documents, databases and interim or other results of the SQLTreeo's services which have been received or generated in connection with the Agreement until Client has paid all amounts owed to SQLTreeo.

5. Risk

5.1 The risk of loss or theft of or damage to objects, products, software or data which are the subject of the Agreement shall pass to Client at the time they have been placed at the actual disposal of Client or an assistant used by Client.

6. Intellectual or industrial property rights

6.1 All intellectual and industrial property rights to software, websites, databases, equipment or other materials developed or provided under the Agreement, such as analyses, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by SQLTreeo, its licensors or its suppliers. Client shall only acquire the rights of use expressly granted in these Terms and Conditions and by law. Any other or more extensive right of Client to reproduce software, websites, databases or other materials shall be excluded. A right of use to which Client is entitled shall be non-exclusive and non-transferable to third parties.

6.2 If, in deviation from Article 6.1, SQLTreeo is prepared to undertake to transfer an intellectual or industrial property right, such an obligation may only be entered into expressly in writing. If the Parties expressly agree in writing that intellectual or industrial property rights regarding software, websites, databases, equipment or other materials specifically developed for Client shall be transferred to Client, this shall not affect SQLTreeo's right to apply and to use, either for itself or for third parties, the parts, general principles, ideas, designs, documentation, works, programming languages and the like underlying that development, without any limitation on other purposes. Nor shall a transfer of intellectual or industrial property rights affect SQLTreeo's right to undertake developments for itself or third parties which are similar to those done for Client.

6.3 Client shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the software, websites, databases, equipment or materials.

6.4 SQLTreeo shall be allowed to take technical measures to protect the software or with a view to agreed restrictions in the duration of the right to use the software. Client shall not be allowed to remove or evade such a technical measure. If security measures result in Client being unable to make a back-up copy of software, SQLTreeo shall provide Client with a back-up copy upon request.

6.5 Subject to the other provisions of these General Terms and Conditions, Client shall be entitled to correct errors in software provided to it if that is necessary for the intended use of the software. In these General Terms and Conditions, "errors" shall mean a substantial failure to meet the functional or technical specifications stated in writing by SQLTreeo and, in the case of custom made software and websites, the functional or technical specifications expressly agreed between the Parties in writing. An error shall only exist if Client can prove it and if it can be reproduced. Client shall be obliged to notify SQLTreeo of errors immediately.

6.6 Client warrants that there are no third-party rights which are inconsistent with providing the SQLTreeo with equipment, software, materials intended for websites (visual material, text, music, domain names, logos etc.), databases, or other materials, including draft material, intended for use, adaptation, installation or incorporation (for example, in a website). Client shall indemnify SQLTreeo against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.

7. Cooperation by Client; telecommunications
7.1 Client shall always furnish SQLTreeo in a timely manner with

15.3 Client shall be entitled to request replacement of the Seconded Employee (i) if the Seconded Employee demonstrably does not meet expressly agreed quality requirements and Client provides written notice of this to SQLTreeo within three working days after the work commences, or (ii) if the Seconded Employee experiences a long-term illness or leaves the SQLTreeo's employment. SQLTreeo shall immediately address the request, making it a priority. The SQLTreeo does not warrant that replacement shall always be possible. If replacement is not or not immediately possible, Client's claims to further performance of the Agreement as well as all claims of Client on account of non-performance of the Agreement shall be extinguished. The Client's payment obligations concerning the work performed shall continue to exist.

15.4 SQLTreeo shall be obliged to make timely and complete payment of the wage tax and social security contributions (including advance contributions) to be paid for the Seconded Employee in connection with the Agreement. SQLTreeo shall indemnify Client against all statutory claims by the Tax Authorities or social insurance agencies regarding taxes and social security contributions directly relating to SQLTreeo's making the Seconded Employee available ("liability for using external personnel"), provided Client allows SQLTreeo to handle the claims concerned completely, cooperates fully with it and furnishes it with all necessary information and, if SQLTreeo desires, powers of attorney to conduct legal proceedings.

15.5 SQLTreeo shall not accept any liability for the selection of the Employee or for the results of the work arising under Client's supervision, management and/or direction.

DEVELOPMENT OF SOFTWARE
In addition to the General Provisions in these General Terms and Conditions and the specific provisions in the Chapter

"Services", the provisions set forth in this Chapter "Development of Software" shall apply if SQLTreeo develops software at Client's instruction and possibly installs it. The Chapter "Software Use and Maintenance" shall also apply to this software, except insofar as this Chapter provides differently. The rights and obligations referred to in this Chapter shall pertain solely to computer software in a form which is readable for a data processing machine and recorded on material which is readable for such a machine, as well as to the related documentation. Where this Chapter mentions "software", this shall also refer to websites.

16. Development of software

16.1 If specifications for or a design of the software to be developed were not already given to the SQLTreeo when the Agreement was concluded, the Parties shall in consultation specify in writing which software shall be developed and in which manner this shall occur. SQLTreeo shall develop the software with due care based on data to be provided by Client, the correctness, completeness and consistency of which Client shall warrant. If the Parties have agreed to use a development method which is characterized by the design and/or development of software parts being subject to a further setting of priorities to be determined during execution of the Agreement, this setting of priorities shall always occur in consultation between the Parties.

16.2 SQLTreeo shall be entitled, but not required, to examine the correctness, completeness or consistency of the data, specifications or designs given to it and, if any imperfections are discovered, to suspend the agreed work until Client has eliminated the imperfections concerned.

16.3 Subject to the provisions in Article 6, Client shall only acquire the right to use the software in its own company or organization. The software's source code and the technical documentation created in developing the software may only be made available to Client if and insofar as expressly agreed in writing, in which case Client shall be entitled to make changes to this software. If SQLTreeo is obliged at law to make the source code and/or technical documentation to Client, SQLTreeo may demand a reasonable fee.

17. Delivery, installation and acceptance

17.1 SQLTreeo shall deliver the software to be developed to Client and install it as much as possible in accordance with the specifications recorded in writing, with installation only occurring if installation by SQLTreeo has been agreed in writing. In the absence of express agreements in this regard, Client itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, SQLTreeo shall not be required to

all data or information which is useful and necessary to execute the Agreement properly and provide full cooperation, including furnishing access to its buildings. If Client utilizes its own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know-how, experience, abilities and characteristics.

7.2 Client shall bear the risk of selecting, using and applying in its organization the equipment, software, websites, databases and other products and materials and the services to be provided by SQLTreeo, and shall also be responsible for the monitoring and security procedures and proper system management.

7.3 If Client furnishes software, websites, materials, databases or data to SQLTreeo on a data carrier, this carrier shall meet the specifications prescribed by SQLTreeo.

7.4 If Client does not provide SQLTreeo with the data, equipment, software or employees necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if Client otherwise does not fulfill its obligations, SQLTreeo shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to the SQLTreeo's right to exercise any other legal right.

7.5 In the event that employees of SQLTreeo perform work on-site at Client's, Client shall provide the

facilities reasonably desired by those employees free of charge, such as a working space with computer and telecommunications facilities. The working space and facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. Client shall indemnify SQLTreeo against claims by third parties, including the SQLTreeo's employees, who, in executing the Agreement, suffer injury which is the result of acts or omissions by Client or of unsafe situations in its organization. Client shall provide timely notice to SQLTreeo's employees to be utilized of the company and security rules applicable within its organization.

7.6 If, in executing the Agreement, telecommunications facilities, including the Internet, are used, the Client shall be responsible for properly selecting these and making them available in a timely and sufficient manner, except for those faculties directly used and managed by SQLTreeo. The SQLTreeo shall never be liable for damage or expenses due to transmission errors, malfunctions or the non-availability of these facilities, unless Client proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of SQLTreeo or its managers. If telecommunications facilities are used in executing the Agreement, SQLTreeo shall be entitled to assign access or identification codes to Client. SQLTreeo may change the assigned access or identification codes. Client shall treat the access codes as confidential and with due care and shall only disclose them to authorized employees. SQLTreeo shall never be liable for damage or expenses resulting from misuse of access or identification codes.

8. Delivery periods

8.1 All delivery and other periods stated or agreed by SQLTreeo have, to the best of its knowledge, been determined based on data known to SQLTreeo when it entered into the Agreement. The SQLTreeo shall properly exert its best efforts to observe agreed delivery and other periods as much as possible. The mere fact that a stated or agreed delivery or other period has been exceeded shall not cause SQLTreeo to be in default. In all cases, hence, even if the Parties have expressly agreed on a firm date in writing, SQLTreeo shall not be in default because of a time period being exceeded until Client has provided it with a written notice of default. SQLTreeo shall not be bound by firm or non-firm delivery or other periods which can no longer be met on account of circumstances beyond its control which have occurred after the Agreement was concluded. Nor shall SQLTreeo be bound by firm or non-firm delivery periods if the Parties have agreed to modify the substance or scope of the Agreement (additional work, change in specifications etc.). If any period threatens to be exceeded, SQLTreeo and Client shall consult with each other as soon as possible.

9. Termination of the Agreement

9.1 Each of the Parties shall only be entitled to rescind the Agreement if the Other Party imputably fails to perform material obligations under the Agreement - in all cases, after having received a proper written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach.

9.2 If an agreement which, by its nature and substance, will not end when certain conditions, acts or the like are fulfilled, has been entered

convert data.

17.2 If an acceptance test has been agreed, the test period shall be 14 days after delivery or, if installation by SQLTreeo has been agreed in writing, after the installation is completed. The Client shall not be allowed to use the software for productive or operational purposes during the test period. SQLTreeo may always require, hence, even if this has not been expressly agreed, that Client conduct a proper test of sufficient scope and depth using sufficiently qualified employees as to interim or other results of the development work and that the test results be reported to SQLTreeo in writing and in a well-organized and comprehensible manner.

17.3 The software shall be considered accepted by the Parties:

a. if an acceptance test has not been agreed between the Parties: at the time of delivery or, if installation by SQLTreeo has been agreed in writing, when the installation is completed, or

b. if an acceptance test has been agreed between the Parties: on the first day after the test period, or

c. if SQLTreeo receives a test report as referred to in Article 17.5 before the end of the test period: at the time that the errors within the meaning of Article 6.6 mentioned in that test report have been fixed, notwithstanding the existence of imperfections which do not preclude acceptance under Article 17.6. In deviation from this, if Client makes any use of the software for productive or operational purposes before express acceptance, the software shall be considered fully accepted as from the start of that use.

17.4 If, when the agreed acceptance test is conducted, it turns out that the software contains errors which impede the progress of the acceptance test, Client shall proven written, detailed notice to SQLTreeo, in which case the test period shall be interrupted until the software has been adjusted in such a manner that this impediment is eliminated.

17.5 If, when the agreed acceptance test is conducted, it turns out that the software contains errors within the meaning of Article 6.6, Client shall inform SQLTreeo about the errors through a written and detailed test report no later than on the last day of the test period. SQLTreeo shall do its utmost to fix the aforementioned errors to the best of its ability within a reasonable time period, with SQLTreeo being entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

17.6 Acceptance of the software may not be withheld on other grounds besides those relating to the expressly agreed specifications between the Parties nor because of the existence of minor errors, that is, errors which do not reasonably preclude putting the software to operational or productive use, notwithstanding SQLTreeo's obligation to fix these minor errors under the guarantee provisions of Article 20, if applicable. In addition, acceptance may not be withheld with regard to aspects of the software which can only be evaluated subjectively, such as the design of the user
interfaces.

17.7 If the software is delivered and tested in stages and/or parts, the non-acceptance of a particular stage and/or part shall not affect any acceptance of an earlier stage and/or another part.

17.8 Acceptance of the software in one of the ways referred to in Article

17.3 shall have the effect that SQLTreeo is fully discharged for performing its obligations concerning developing and providing the software and, if installation by SQLTreeo has also been agreed in a particular case, its obligations concerning installing the software. Acceptance of the software shall not in any way impair Client's rights under Article 17.6 regarding minor defects and Article 20 regarding the guarantee.

17.9 In the absence of an expressly agreed invoicing schedule, all amounts pertaining to development of the software shall be owed when the software is delivered or, if installation by SQLTreeo has also been agreed in a particular case, when the installation is completed.

SOFTWARE USE AND MAINTENANCE
In addition to the General Provisions in these General Terms and Conditions, the provisions set forth in this Chapter "Software Use and Maintenance" shall apply to all software provided by the SQLTreeo. The rights and obligations

referred to in this Chapter shall pertain solely to computer software in a form which is readable for a data processing machine and recorded on material which is readable for such a machine, as well as to elated documentation, all of this including any new versions to be furnished by SQLTreeo.

18. Right of use

18.1 Subject to the provisions in Article 6, SQLTreeo shall grant Client the non-exclusive right to use the software. Client shall always
into for an indefinite period of time, each of the Parties may terminate the Agreement by written notice after proper consultation and with a statement of reasons. If the Parties have not agreed on an express notice period, a reasonable notice period must be observed in terminating the Agreement. The Parties shall never be liable for damages for terminating the Agreement.

9.3 In deviation from what has been provided for by statute in this regard through directory law, the Client may only terminate a services agreement in the cases stated in these Terms and Conditions.

9.4 Each of the Parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default if the Other Party is granted a provisional or non-provisional suspension of payments, if a petition for

liquidation is filed with regard to the Other Party or if the Other Party's business is wound up or terminated for other reasons besides a business reconstruction or merger. SQLTreeo shall never be obliged on account of this termination to refund funds already received or to pay damages. In the event of Client's liquidation, the right to use software provided to Client shall be extinguished by law.

9.5 If, at the time of the rescission referred to in Article 9.1, Client has already received performance in connection with execution of the Agreement, this performance and the related payment obligation shall not be cancelled, unless Client proves that SQLTreeo is in default with regard to that performance. Amounts which SQLTreeo has invoiced before the rescission in connection with what it has already properly performed or delivered to execute the Agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of rescission.

10. SQLTreeo's liability; indemnity

10.1 SQLTreeo's total liability for imputably failing to perform the Agreement shall be limited to compensating direct damage, up to at most the amount of the price (exclusive of VAT) stipulated for that Agreement. If the Agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year. The total compensation for direct damage shall not, however, in any case exceed EUR 500,000 (five hundred thousand Euros). "Direct damage" shall solely mean:

a. reasonable expenses which Client would have to incur to make SQLTreeo's performance conform to the Agreement; this alternative damage shall not be compensated, however, if the Agreement is rescinded by or at the suit of Client;

b. reasonable expenses which Client has incurred out of necessity to keep its old system or systems and related faculties operating longer because SQLTreeo did not provide delivery on a firm delivery date which was binding for it, minus any savings resulting from the delay in delivery;

c. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions;

d. reasonable expenses incurred to prevent or mitigate damage, insofar as Client demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these Terms and Conditions.

10.2 SQLTreeo's liability for injury or damage through death or bodily injury or because of material damage to objects shall never exceed EUR 1,250,000 (one million two hundred and fifty thousand Euros).

10.3 SQLTreeo's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by Client's customers, mutilation or loss of data, damage relating to the use of objects, materials or software of third parties prescribed by Client for SQLTreeo, damage relating to engagement of SQLTreeo prescribed by Client for SQLTreeo and all other forms of damage or injury besides those mentioned in Article 10.1 and 10.2, on any account whatsoever, shall be excluded.

10.4 The limitations mentioned in the preceding paragraphs of this Article 10 shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by SQLTreeo or its managers.

10.5 SQLTreeo's liability because of an imputable failure to perform an Agreement shall in all cases only arise if Client immediately and properly provides a written notice of default to SQLTreeo, with a reasonable time period for remedying the failure being given and SQLTreeo still imputably failing to perform its obligations after that period as well. The notice of default must contain a description of the breach which is as complete and specific as possible, so that the SQLTreeo can respond adequately.

strictly comply with the use restrictions agreed between the Parties. Subject to the other provisions in these General Terms and Conditions, the Client's right of use shall only include the right to load and run the software.

18.2 Client may only use the software in its own company or organization on the one processing unit and for a specific number or type of users or terminals for which the right of use has been furnished. Insofar as not otherwise agreed, Client's processing unit on which the software is used for the first time and the number of terminals connected to that processing unit at the time of initial use shall be considered the processing unit and number of terminals for which the right of use has been furnished. In the event there is a malfunction in the aforementioned processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use may pertain to multiple processing units insofar as this is expressly apparent from the Agreement.

18.3 The right of use shall not be transferable. Client shall not be allowed to sell, lease, sub-license or alienate the software and data carriers on which it has been recorded, grant restricted rights to this software or these data carriers or provide them to a third party in any manner or for any purpose whatsoever, give a third party remote or non-remote access to the software or place the software with a third party for hosting, not even if the third party in question will only use the software for Client's benefit. Client shall not modify the software except in connection with fixing errors. Client shall not use the software to process data for third parties ("time-sharing"). The software's source code and the technical documentation generated in developing the software shall not be made available to Client, not even if Client is prepared to pay financial compensation for making them available. Client acknowledges that the source code is confidential in nature and that it includes SQLTreeo's trade secrets.

18.4 Client shall immediately return all copies of the software in its possession to SQLTreeo after the right to use the software ends. If the parties have agreed that Client shall destroy the copies concerned when the right of use ends, Client shall provide written notice of such destruction to SQLTreeo immediately.

19. Delivery, installation and acceptance

19.1 SQLTreeo shall deliver the software to Client on the agreed type and format of data carriers and, if installation by SQLTreeo has been agreed in writing, shall install the software at the Client's. In the absence of express agreements in this regard, Client itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, SQLTreeo shall not be required to convert data.

19.2 If an acceptance test has been agreed between the Parties in writing, the provisions in Articles 17.2 to 17.7 shall apply by analogy. If the Parties have not agreed on

any acceptance test, Client shall accept the software in the condition in which it is at the time of delivery, hence, with all apparent and non-apparent errors and other defects, without prejudice to SQLTreeo's obligations under the guarantee of Article 20. The provisions in Article 17.8 shall apply fully in all cases.

19.3 In the absence of an expressly agreed invoicing schedule, all amounts pertaining to making the software available and the right to use the software shall be owed when the software is delivered or, if installation by SQLTreeo has also been agreed in writing in a particular case, when the installation is completed.

20 Guarantee

20.1 SQLTreeo shall do its utmost to fix errors in the software within the meaning of Article 6.6 to the best of its ability within a reasonable time period if they have been reported in writing and in detail to SQLTreeo within three months after delivery or, if an acceptance test has been agreed between the Parties, within three months after acceptance. SQLTreeo does not warrant that the software shall operate without interruption, errors r other defects or that all errors and other defects shall be corrected. Repairs shall be performed free of charge, unless the software has been developed at Client's instruction other than for a set price, in which case SQLTreeo shall charge the repair costs according to its usual rates. SQLTreeo may charge the repair costs according to its usual rates if there have been operating errors or improper use on Client's part or other causes not imputable to SQLTreeo or if the errors could have been ascertained when the agreed acceptance test was conducted. The guarantee shall not include fixing mutilated or lost data. The guarantee obligation shall be extinguished if Client makes changes or has changes made to the software without SQLTreeo's

10.6 For any right to damages to exist, Client must always report the damage or injury to the SQLTreeo in writing as soon as possible after it occurs. Any claim to damages against SQLTreeo shall be extinguished by the mere lapse of 24 months after the claim arises.

10.7 Client shall indemnify SQLTreeo against all third-party claims because of product liability ensuing from a defect in a product or system which has been delivered by Client to a third party and which partly consisted of equipment, software or other materials delivered by SQLTreeo, except if and insofar as Client proves that the damage or injury was caused by that equipment, software or other materials.

10.8 The provisions in this Article shall also apply for the benefit of all legal and natural persons utilized by SQLTreeo in executing the Agreement.

11. Force Majeure

11.1 A Party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. "Force majeure" shall also include a situation of force majeure for SQLTreeo's suppliers, improper performance of obligations by suppliers prescribed by Client for SQLTreeo, as well as defects in objects, materials or software of third parties which Client has required SQLTreeo to use.

11.2 If a situation of force majeure lasts for more than 90 (ninety) days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything.

12 Applicable law and disputes

12.1 Dutch law shall govern the Agreements between SQLTreeo and Client. The Vienna Sales Convention of 1980 shall not apply.

12.2 Disputes arising between SQLTreeo and Client in connection with an Agreement concluded between SQLTreeo and Client or in connection with further agreements which arise under this shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes in The Hague, all of this without prejudice to the Parties' right to request relief in interlocutory arbitration proceedings and without prejudice to the Parties' right to take protective pre-judgment measures.

12.3 In order to attempt to achieve an amicable resolution of an existing or potential future dispute, either Party may always initiate IT mediation pursuant to the IT Mediation Regulations of the Foundation for the Settlement of Automation Disputes in The Hague. IT mediation pursuant to these Regulations shall be based on mediation by one or more mediators. This procedure shall not result in a judgment which is binding on the Parties. Participation in this procedure shall be voluntary. The provisions in this paragraph of this Article shall not preclude a Party which so desires from skipping the IT mediation procedure and immediately pursuing the dispute procedure mentioned in Article 12.2.

written permission, which permission shall not be withheld on unreasonable grounds.

20.2 Errors shall be fixed at a location to be determined by SQLTreeo. SQLTreeo shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

20.3 SQLTreeo shall not have any obligations concerning fixing errors reported after the expiry of the guarantee period referred to in Article 20.1, unless the Parties have concluded a maintenance agreement which includes such a duty to fix.

21 Maintenance

21.1 If a maintenance agreement has been concluded for the software or if the user's fee for the software includes maintenance, Client shall provide detailed notice to SQLTreeo of the errors observed in the software in accordance with SQLTreeo's usual procedures. After receiving the notice, SQLTreeo shall, to the best of its ability, do its utmost to fix errors within the meaning of Article 6.6 and/or to make improvements in later, new versions of the software. Depending on the urgency, the results shall be provided to Client in the manner and within the time period to be determined by SQLTreeo. SQLTreeo shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. In the absence of express agreements in this regard, Client itself shall install, set up, design parameters for and tune the corrected software or the new version provided and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, SQLTreeo shall not be required to convert data.