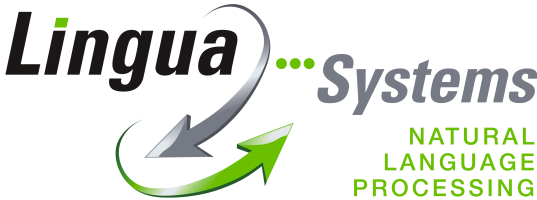


General Terms and Conditions and Licenses



Contents

A. General Stipulations	3
1. Definitions	3
2. License	4
3. Order, Delivery and Payment	5
4. Warranty	5
5. Confidentiality	6
6. Limitation of Liability	6
7. Third-Party Rights	6
8. Maintenance and Support	7
9. Audit Rights	7
10. Miscellaneous	7
B. Commercial Use	9
1. Right to Use and Distribute	9
2. Distribution Requirements	9
3. Distribution Restrictions	9
4. Copyright Notice Waiver	9
5. Scope of Licenses	10
6. License Fee	10
7. Money-back Guarantee	10
C. Permanent Licenses for Internal Use	11
1. Right of Use	11
2. License Fee	11
3. Money-back Guarantee	11
D. Recurring Licenses for Internal Use	12
1. Right of Use	12
2. Maintenance and Support	12
3. Term and Termination	12
4. License Fee	12

Lingua-Systems General Terms and Conditions

These General Terms & Conditions (hereinafter: "**GT&C**") apply to any orders issued by the Licensee (hereinafter: "**Licensee**") to Lingua-Systems Software GmbH, Wiesenstraße 34, 44653 Herne , Germany (hereinafter: "**Lingua-Systems**"). The GT&C form an integral part of the agreement as set forth in the Order Form (hereinafter: "**Order Form**") as issued by the Licensee to Lingua-Systems and as accepted by Lingua-Systems (these documents hereinafter collectively: "**Agreement**").

The GT&C consists of general stipulations applicable regardless of the licensing model implemented between the parties (**A.**), and additional stipulations governing the respective licensing models, which comprise (i) a permanent right of use for commercial purposes (**B.**), (ii) a permanent right of use for internal purposes (**C.**), or (iii) a temporary right of use for internal purposes (**D.**).

The GT&C do not cover additional services such as customizing, implementation, hosting, support etc. The parties may enter into further individual agreements regarding additional services at their own discretion.

A. General Stipulations

These general stipulations in this Section A. apply in each case, regardless of the licensing model implemented between the parties.

1. Definitions

Within the scope of this Agreement, the following terms shall have the ascribed meaning:

- 1.1 "**Software**" means the Software as defined in the Order Form and as provided by Lingua-Systems within the scope of this Agreement as well as any documentation provided by Lingua-Systems, as the case may be.
- 1.2 "**Third Party Software**" shall be defined as software by third parties, which is provided as part of the Software by Lingua-Systems.
- 1.3 "**Commercial Use**" means the utilization of the Software for the purpose of providing services, selling or distributing software products to third parties other than the Licensee, or use within any other commercial model implemented by the Licensee whereby the Software or parts thereof are made available to third parties other than the Licensee. Commercial Use shall encompass any use of the Software or parts thereof for such purposes, irrespective of any changes, amendments, reductions or any other editing of the Software, whether embedded into other products or distributed as a stand alone component.
- 1.4 "**Internal Use**" means the Licensee's use of the Software solely for internal business purposes other than Commercial Use.
- 1.5 "**Unit**" shall mean one copy of the Software.
- 1.6 "**System**" shall mean a computer system comprising one or more central processing unit(s) (e. g. processor core), whether physical or virtual, and one (1) operating system/distribution (e. g. Linux/Debian Lenny etc.).

1.7 "**User**" shall mean each natural person who is actually being granted access to the Software or parts thereof or who is actually using the Software (not necessarily simultaneously).

2. License

2.1 Unless explicitly stated otherwise under the sections B., C. or D. below, Lingua-Systems grants Licensee a non-exclusive, worldwide, non-transferable right to use the Software within the limitations (e. g. with regard to user numbers, hardware etc.) set forth in this Agreement. Where rights of use are not expressly granted to the Licensee, Lingua-Systems retains any such rights.

2.2 Where the Licensee is granted a license which is subject to a maximum number of Users as set forth in the Order Form, Licensee may grant access to the Software to the maximum amount of Users as specified in the Order Form.

2.3 Unless stipulated otherwise Licensee may not copy the Software unless this is necessary for installing or running the Software, including running the Software within internal networks, however, excluding using and/or making copies within Application Service Providing (ASP), Software-as-a-Service (SaaS) or Cloud Computing concepts. Licensee may make back-up copies within regular back-up cycles.

2.4 Unless expressly agreed otherwise in the Order Form and/or this GT&C, Licensee shall not lease, lend or assign the Software to third parties, or make the Software available to third parties by any other means.

2.5 Licensee shall not alter, reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits if in such cases Lingua-Systems refused to grant such rights. Unless expressly agreed otherwise in the Order Form, Licensee shall not be authorized to remove copyright notices, trademarks and other labels containing information about Lingua-Systems' title to the Software.

2.6 Third Party Software that is provided by Lingua-Systems in connection with the Agreement may only be used as a part of the Software or in connection with the Software. Third Party Software may be subject to additional license conditions.

2.7 Any rights of use granted to Licensee are subject to payment in full of the respective fee owed for the respective Software Unit. Until payment in full, the Software Unit may only be used on a temporary basis subject to immediate termination or suspension without notice period at Lingua-Systems' discretion.

2.8 All rights regarding the Software (e. g. patents, trademarks, copyrights as well as other intellectual property rights), and all work results generated by Lingua-Systems remain with Lingua-Systems and are not transferred to Licensee, unless expressly agreed otherwise.

2.9 Licensee may transfer Software Units to a third party only after prior written consent of Lingua-Systems. Before the transfer, the third party must bindingly submit to this Agreement. Licensee may not retain any copies of the Software Units transferred to a third party. Any rights of Licensee to sell Software under a Commercial Use licensing model scheme (Section B.) remain unaffected.

2.10 The License conditions apply mutatis mutandis to any minor or major updates or upgrades if delivered by Lingua-Systems under a separate support agreement.

3. Order, Delivery and Payment

- 3.1 By transmission of the Order Form, Licensee issues a binding and irrevocable offer for acquiring the ordered quantities of licenses. Lingua-Systems may accept such offer within four weeks after receipt.
- 3.2 Lingua-Systems delivers Software only by providing the possibility to download the Software from a Lingua-Systems website available on the internet. Licensee acknowledges that Licensee is responsible for procuring an access to the internet.
- 3.3 License fees as well as applicable customs and taxes are due before delivery and within fourteen (14) days upon execution of the Agreement. In case of default, Lingua-Systems may withdraw from the Agreement and/or suspend the respective licenses or services.
- 3.4 All prices are to be understood excluding any applicable, statutory Value Added Tax (VAT).

4. Warranty

- 4.1 Licensee acknowledges that it is technically impossible to manufacture software which is 100% free of bugs or defects.
- 4.2 It is solely Licensee's obligation to determine whether the Software is suitable for the purposes intended by the Licensee. Lingua-Systems does not warrant fitness for a specific purpose. Licensee is granted the opportunity to conduct thorough testing within the money-back guarantee period as set forth in these GT&C.
- 4.3 Licensee is obliged to inspect and test the Software without undue delay upon being granted access to download the Software from the Lingua-Systems website. The Licensee must notify Lingua-Systems about any malfunctions or defects pursuant to rules set forth in section 377 of the German Commercial Code ("*Handelsgesetzbuch*").
- 4.4 Licensee must report any errors or malfunctions encountered when using the Software by opening a support ticket within Lingua-Systems' Online-Ticket-System (hereinafter: "**OTS**") which is available on the internet and by appropriately completing the support form provided by Lingua-Systems within the OTS subject to the terms and conditions set forth in an appropriate, separate support contract (see also Sec. 8). Lingua-Systems will provide Licensee with access to the OTS. However, it is solely Licensee's responsibility to procure access to the internet.
- 4.5 Licensee acknowledges that Third Party Software contained within the Software or delivered together with the Software is beyond Lingua-Systems' control. Lingua-Systems will make available to Licensee any rights and remedies it may have against a Third Party Software Provider with regard to a defect, error or damage encountered by Licensee caused by Third Party Software.
- 4.6 Warranty period is one year, unless Licensee can demonstrate that Lingua-Systems either (i) violated a guarantee ("*Garantie*"), (ii) intentionally breached its obligations, or (iii) breached its obligations in gross negligence. In the latter cases (i) to (iii), the statutory warranty period applies.
- 4.7 Within the scope of warranty, Lingua-Systems will rectify any errors by subsequent improvement or subsequent delivery at its own discretion. Lingua-Systems is entitled to at least three attempts to rectify the error. An instruction given to work around an error is deemed sufficient for supplementary performance.

4.8 Lingua-Systems will not be responsible for any errors occurring due to (i) disregarding operation instructions, (ii) changing or amending the Software, or (iii) influencing the functionality by any other means, unless the Licensee can prove that the error was not caused by such acts.

5. Confidentiality

All information in connection with the Software or with services rendered by Lingua-Systems within the scope of the Agreement shall be treated confidential by the Licensee, in the same way as the Licensee would treat its own confidential material. However, the information has at least to be treated with reasonable diligence. Confidential information shall encompass in particular data, the Software, customer information, product and marketing information, designs and documentation. The confidentiality obligation does not apply to information that is already available in public that was accessible for the Licensee before disclosure, that the Licensee received from third persons without breaching any confidentiality obligation or that the Licensee is compelled to disclose by court order or governmental order. In the latter case, the Licensee is obliged to notify Lingua-Systems without undue delay, however, in any case, before disclosure of confidential information.

6. Limitation of Liability

- 6.1 Lingua-Systems shall be fully liable for willful intent or injury to life, body or health or in case of gross negligence. In cases of slight negligence that do not fall under the aforesaid stipulation, Lingua-Systems shall only be liable for the infringement of such obligations (i) that are essential for the performance of the Agreement and (ii) on the adherence to which the Licensee will usually rely. In such cases, however, Lingua-Systems' liability shall be limited to any reasonably foreseeable damage. Any other liability of Lingua-Systems shall be excluded.
- 6.2 The limitation of liability also does not apply to claims arising out of liability regarding guaranteed ("*garantierte*") characteristics of the Software or for claims in connection with the German Product Liability Act ("*Produkthaftungsgesetz*").
- 6.3 This clause no. 6. shall also apply to Lingua-Systems' employees, agents and vicarious agents.
- 6.4 As far as liability is not excluded according to this clause and no special regulation regarding warranty is applicable, claims for damages become statute-barred after one year.
- 6.5 Licensee is obliged to back-up their data within regular back-up cycles and according to professional standards. Lingua-Systems is not responsible for loss of data if Licensee has not made appropriate, regular back-ups of their data according to professional standards.

7. Third-Party Rights

- 7.1 If a third party raises claims with regard to the Software against Licensee, Licensee will (i) promptly notify Lingua-Systems in writing of any such claim(s), (ii) authorize Lingua-Systems to defend or settle the claim pursuant to Lingua-Systems' discretion,

(iii) give Lingua-Systems full information and assistance necessary to defend such claim, and (iv) not enter into any settlement agreement regarding such claim(s) without Lingua-Systems' express prior written consent.

7.2 Lingua-Systems shall not be responsible for any claims arising out of or relating to (i) modification of the Software implemented by or on behalf of Licensee, or a combination or integration of the Software with other software not provided by Lingua-Systems, if such claim could have been avoided had the Software not been modified, combined or integrated in that way, or (ii) Licensee's use of other than the then-current release of the Software, if use of the current release would have avoided the claim, or (iii) actions constituting an infringement of the Agreement unless Licensee is able to prove that the third-party claim is not based on such infringement.

8. Maintenance and Support

Unless explicitly agreed otherwise, the Agreement does not contain maintenance and support services. The parties may agree on such services within the framework of a separate support agreement.

9. Audit Rights

Lingua-Systems may – once a year during normal office hours – inspect Licensee's use of the Software. For this purpose, Lingua-Systems may enter the respective premises where the Software is operated. Licensee will adequately support Lingua-Systems' inspection, e. g. by granting access to computers and necessary information.

10. Miscellaneous

10.1 This Agreement shall be governed solely by material German Law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 If any provision of the Agreement is or becomes invalid or unenforceable, the unenforceability of such provision shall not effect the other provisions of the Agreement and all provisions not effected by such invalidity or unenforceability shall remain in full force and effect. The respective provision will be substituted by a provision which most effectively achieves the invalid or non-feasible provision's economic purpose.

10.3 The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding unless made by written instrument signed by duly authorized representatives of each party.

10.4 Exclusive place of jurisdiction for all disputes from or in connection with this Agreement shall be Herne, Germany.

10.5 Lingua-Systems is not responsible for any delays, errors or failures to perform by an act, omission or condition beyond Lingua-Systems' reasonable control, whether or not foreseeable or identified, including without limitation Acts of God, strikes, lock-outs, riots, acts of law or terrorism, governmental regulations, fire etc.

10.6 Licensee acknowledges that the usability of the Software depends on the configuration of the Software by Licensee. Furthermore Licensee acknowledges that for the operation of the Software, possibly other software is necessary (e. g. operating systems). Lingua-Systems does not provide other software then the items agreed upon within the Order Form.

B. Commercial Use

If Licensee acquires the Software for Commercial Use, the following additional terms apply.

1. Right to Use and Distribute

In deviation from no. A. 2. above, Lingua-Systems grants Licensee a right to incorporate the Software into software programs developed or distributed by Licensee, provided that Licensee complies with the terms below. Only if the parties agreed on the delivery of source code from Lingua-Systems to Licensee in the Order Form, Licensee may modify and copy the source code of the Software. In all other cases, Lingua-Systems is not obliged to deliver source code of the Software. Licensee may copy and distribute the object code of the Software, and may permit distributors to copy and distribute the Software's object code. However, Licensee shall not be authorized to remove copyright notices, trademarks and other labels or any information about Lingua-Systems' rights and title in the Software, unless expressly agreed otherwise in the Order Form (Copyright Notice Waiver, no. B. 4.).

2. Distribution Requirements

For any distribution of the Software, Licensee must (i) add significant primary functionality to the Software in Licensee's programs, (ii) require distributors and external end users to agree to these license terms regarding the Software, and (iii) indemnify, defend and hold harmless Lingua-Systems from any claims related to the distribution or use of Licensee's programs in connection with the Software.

3. Distribution Restrictions

Licensee may not alter any copyright, trademark or patent notice by Lingua-Systems (unless expressly permitted by Lingua-Systems in the Order Form), use Lingua-Systems' trademarks within Licensee's products, or suggest that Licensee's products were produced or are endorsed by Lingua-Systems. Licensee must not include the Software in malicious, deceptive or unlawful programs, modify or distribute the source code of Lingua-Systems' Software (unless expressly permitted by Lingua-Systems in the Order Form) or grant others the right to modify, copy or distribute the Lingua-Systems' Software.

4. Copyright Notice Waiver

The parties may agree in the Order Form that Licensee is not obliged to notify about Lingua-Systems' rights (such as copyright, trademarks, labels or any other intellectual property rights) when incorporating the Software in programs developed by Licensee as described above.

5. Scope of Licenses

For each of Licensee's different products to be distributed with the Software, Licensee needs to procure one Unit. The Software is sold for different operating systems (e. g. lid for Linux), each version of which constituting one Unit of the Software which needs to be licensed separately.

Example:

If Licensee wants to incorporate the Software into three different products each running on 2 different operating systems, Licensee needs to acquire six Units.

6. License Fee

The license fee to be paid by Licensee for acquiring the licenses consists of a one-time fee and a recurring fee:

- 6.1 Licensee will pay to Lingua-Systems the one-time fee as set forth in the Order Form.
- 6.2 Licensee will pay to Lingua-Systems additionally a percentage of the total turnover (according to the Licensee's general price list, excluding any discounts, duties, taxes etc.) generated by use or distribution of Licensee's product which is sold with or in connection with the Software. Such turnover includes the sales of any product which is designed to be used in connection with the Software, interoperates with the Software or that incorporates the Software, in full or in part. The respective percentage is to be agreed within the Order Form. Licensee is obliged to render full account for the turnover on a monthly basis and in writing. In cases of doubt, Lingua-Systems may require Licensee to have the correctness of the account testified by a certified public accountant. Such recurring fee is due for payment until the end of a calender month for the previous month.

7. Money-back Guarantee

Licensee may rescind the Agreement within six weeks after downloading the Software. In that case, Licensee is obliged to delete any Software, data and documentation provided by Lingua-Systems in connection with the Agreement without undue delay. Licensee will confirm the deletion in writing. Lingua-Systems will reimburse the purchase price. Any licenses of the Software granted to third parties automatically become invalid if Licensee makes use of the Money-back Guarantee.

C. Permanent Licenses for Internal Use

If Licensee purchases Software Units for Internal Use, the following additional stipulations apply.

1. Right of Use

Each Unit allows Licensee to use the Software on one operating system by a maximum number of users as agreed on in the Order Form.

2. License Fee

The license fee depends on the acquired number of licenses and the number of users that are about to use the Software. The license fee is set out within the Order Form. The license fee has to be paid as a single payment before delivery.

3. Money-back Guarantee

Section B. 7. applies accordingly.

D. Recurring Licenses for Internal Use

If Licensee leases the Software for Internal Use, the following stipulations apply.

1. Right of Use

Restricted to the term of the Agreement, Lingua-Systems grants Licensee a right of use regarding the Software as set forth under sections A. 2. and C. 1. above.

2. Maintenance and Support

Lingua-Systems will render maintenance and support services pursuant to the support package "Standard" according to Lingua-Systems' applicable support plan scheme during the term of this Agreement. To this end, Licensee is obliged to conclude a separate, respective support contract with Lingua-Systems at least consisting of the support package "Standard" according to Lingua-Systems' applicable support plan scheme.

3. Term and Termination

- 3.1 The Agreement comes into effect upon execution of the Agreement and is concluded for a period of one (1) year. The Agreement will automatically extend for one year if the Agreement is not terminated by either party by giving one months' written notice until the end of each contract year.
- 3.2 The right to terminate without notice for good cause shall remain unaffected.
- 3.3 Licensee may terminate the contract without notice within six weeks after downloading the Software (Money-back Guarantee). In this case, Licensee is not obliged to pay any license fee for the expired contract term. Already paid amounts will be reimbursed by Lingua-Systems.
- 3.4 After termination of the Agreement, Licensee is obliged to delete any Software, data and documentation provided by Lingua-Systems in connection with the Agreement without undue delay. Licensee will confirm the deletion in writing.

4. License Fee

- 4.1 The annual license fee for the first contract year is to be agreed upon within the Order Form and shall be understood excluding the statutory Value Added Tax. The license fee is payable in advance for one contract year and is due on the fifth working day of each contract year.
- 4.2 After each contract year, Lingua-Systems reserves the right to notify Licensee of the new price list.