General Terms and Conditions of Purchase (GTCP) of APA-IT Informations Technologie GmbH 2013

1. Scope

The following contains the General Terms and Conditions of Purchase (GTCP), which shall apply to all products and services which APA-IT procures. The relevant provisions of the GTCP shall apply. In the event of deviations from the mutually agreed text of the contract, the provisions of the contract shall prevail. The present GTCP shall apply to future business relationships with the contracting party, even if they are not expressly agreed upon once again. The terms and conditions of the contracting party shall not apply if APA-IT does not expressly recognise them in writing.

2. Offers and Ordering

Offers, estimates, plans, test certificates for technical equipment and all other documentation shall be supplied to APA-IT free of charge. Contracts shall only ever be concluded on written order from APA-IT, irrespective of any orders prepared by the contracting party. Legally valid rights and obligations shall be agreed in writing. Orders made verbally as well as additions, changes and deviations of any kind shall be deemed binding for APA-IT only if they are confirmed in writing. The fulfilment of any form of contractual services shall not be distributed to third parties for execution without the written consent of APA-IT.

3. Provision of Services and Delivery Periods

The period of delivery or performance of services shall commence on the date of the order. The order date shall be the date the order is placed by APA-IT, for verbal orders the date of written confirmation by APA-IT. If no period is agreed, delivery or performance of the services shall be effected immediately. In accordance with APA-IT requirements, the contractual performance of acceptance-related services shall occur in such a way that the system can be accepted on schedule.

If a delay in the delivery or performance of services is expected, APA-IT shall be notified in writing without delay, with specification of the reasons for and expected duration of the delay. A delivery or performance of services in advance of the agreed date shall only be permitted with the consent of APA-IT. APA-IT shall not incur any disadvantage due to such delivery or performance of services; payment periods shall commence upon correct delivery and presentation of invoice.

Deliveries (services) and shipment shall always be dispatched to the destination specified by APA-IT at the expense and risk of the contracting party. The contracting party shall carry out the contractually agreed deliveries and services with due care; the contracting party shall be responsible for the conduct of any subcontractor as well as for his own. Compliance with all statutory requirements, official standards and all generally accepted rules of technology for hardware and software components shall be observed.

Deliveries shall be accepted only on business days in the period from Monday through Friday during office hours. Upon acceptance, employees of APA-IT shall not be authorised to confirm that the items are free of quality defects. If an employee nonetheless confirms the acceptance of items in due form, his declaration shall not mean that the items are also free of quality defects.

4. Documentation

In the scope of performing the contractual service, the contracting party shall produce and forward the documentation necessary and appropriate for use of the service. This documentation shall be updated and each version provided in machine-readable form for the duration of the contract.

User documentation and documentation for installation and administration shall describe all processes necessary for continuing operation as well as common foreseeable defects and their rectification in such as way that they are comprehensible and usable for users familiar with similar IT components. Their objective shall be to facilitate independent operation without further external assistance. Reference information necessary for the operation and extension of the IT system as well as the technical documentation which shall comply with the standards applicable for installation of the conceptual components delivered shall be similarly comprehensible and useable. The user documentation for the application software shall be in German; the remaining documentation may also be supplied in English, subject to prior agreement. Furthermore, the user documentation shall also be supplied in machine-readable form so that it can be accessed in defined work places during operation of the delivered software. At the request of APA-IT, for hardware components all documents necessary for changes in configuration and which is generally included with components (such as disk drive, disk, disk controller, screen, etc.) shall be supplied. APA-IT shall reserve the discretionary right to use the documentation for the purposes set out in the contract and to copy it as often as it wishes.

5. Granting of Rights and Industrial Property Rights

APA-IT shall retain the ownership (particularly with respect to copyright law) of any documentation provided to the contracting party for the preparation of offers or execution of orders. The agreed remuneration shall cover the acquisition of rights, particularly of copyright and industrial property rights, to the extent that APA-IT requires their acquisition for the contractually agreed use, the respective scope of which shall be stipulated in the contract. The contracting party shall guarantee this and hold harmless and indemnify APA-IT against any claims by third parties. The contracting party shall acquire any necessary licenses.

APA-IT shall be granted the right of use, unrestricted in time, factual scope and place, for the intellectual property (particularly software) provided, including the right to adapt, distribute, reproduce and sublicense. Deviations from this shall be expressly stipulated by contract in writing.

APA-IT shall acquire the exclusive rights to any use, unrestricted in time, place and content, of the software components produced by the contracting party for APA-IT, including the documented source code to be provided, Deviations from this shall be expressly stipulated by contract in writing.

Agreed rights may also be transferred on the part of APA-IT to APA-IT affiliates and agreed services may also be used by such company affiliates.

If insolvency proceedings are initiated against the assets of the contracting party or the request in this regard is rejected due to lack of sufficient assets, all rights to the supplied software remaining with the contracting party shall pass to APA-IT as non-exclusive rights if APA-IT has not already acquired them.

6. Deposit of Source Code

If the deposit of source code is agreed, the contracting party shall provide the application software in the source language on a data carrier readable in the APA-IT system, translate it into machine code, and install it in the APA-IT system. Afterward, the contracting party shall deposit the data carrier with the source code including all documentation (content and structure of the data carrier, programme and data flow diagrams, test procedures, test programmes, troubleshooting, etc.) in sealed form with APA-IT. The data carrier shall contain the application software in the original programming languages including all of the changes made since its installation as well as the existing documentation in machine-readable form. Non-machine-readable segments of the code shall be included in a copy which is readable without aid, as will a list of the sealed items and instructions on how to read the data carrier in the APA-IT system and install the application software. The source code shall also be deposited with each delivery of a new version of the application software. If liquidation ensues at the company of the contracting party, if insolvency proceedings are initiated against the contracting party's assets or the request for initiating insolvency proceedings is rejected due to insufficient assets, or if the contracting party ceases to further develop and/or maintain the application software although APA-IT's maintenance contract has not been terminated, APA-IT shall be entitled to open the seal

of the data carrier deposited and provide the application software in source code together with the documentation either to a competent contractor with the task of further maintenance and any necessary rectification of error, or to carry this out on its own.

If the software was produced specifically for APA-IT, the source code shall be handed over to APA-IT.

7. Default and Contractual Penalty

If there is a delay in a scheduled delivery or provision of service, the notification of readiness for acceptance or productive use of an item or service pertaining to the contract, or a part to be accepted on a separate basis due to reasons for which APA-IT is not to blame, APA-IT shall be entitled to demand a contractual penalty. As contractual penalty, the payment of a sum of 2 % of the total order value for every additional calendar week begun, but at least EUR 1,000, shall be agreed. Assertion of any further claims for damages shall remain without prejudice. If there is a delay of more than 10 working days, APA-IT may withdraw from the contract on condition of setting a deadline of an additional 20 working days; in this case APA-IT may demand a contractual penalty equivalent to a delay of 4 months. Other deadlines shall be met in accordance with the contract.

The contractual penalty agreement shall not apply to cases of force majeure (illegal strikes apply as such). APA-IT shall also reserve the right to collect a contractual penalty if it accepts the delayed delivery or service.

8. Duty to Inform

If circumstances become known to the contracting party that could call performance of the contractually agreed service into question, the contracting party shall inform APA-IT in writing without delay. For the period of at least three years from the time the contractually agreed service is performed, in the event of continuing obligations, but in any case during the full duration of the contract, the contracting party shall also inform APA-IT of available new versions of the item pertaining to the contract, voluntarily report its known defects and grant APA-IT the opportunity to view information databases accessible for customers. The contracting party shall be furthermore obliged to inform APA-IT about termination of the production of replacement parts or maintenance of system components in due time, but at least 6 months prior to the actual date of termination, and shall subsequently offer generally available improvements. If the contracting party fails to fulfil his duty to inform with regard to system defects though they are known to him or to the general public, the contracting party shall be liable for all resulting damages if they could have been avoided through timely notification.

9. Duty to Cooperate

When carrying out the project the contracting parties shall cooperate closely and share all necessary information with one another. Where necessary, APA-IT shall establish all necessary organisational conditions in its company and shall also cooperate in the necessary scope with providing the services owed by the contracting party (depending on the content of the contract, for ex., the provision of rooms and supplies, employees, information and documentation, etc.).

10. Acceptance

The acceptance test, in so far as it is part of the contract, consists of the function test, performance test and the reliability test. It shall commence with the delivery or provision of services by the contracting party. Delays in this respect on the part of the contracting party shall be regulated by the provisions and consequences governing default. The contracting party shall participate in the acceptance test free of charge and provide support to APA-IT.

The functions test examines whether the contractual services fulfil the promised functions as well as the items stated on the functional specifications sheet. The performance test uses the applications to test whether the system delivers the required performance (for ex. with respect to processing speed, flow rate and response time). The reliability test tests whether the system meets the defined levels of reliability and is deemed successfully concluded when the availability of the contractual services (IT components, application software) reach the percentage promised in the contract (or the functional specifications sheet) during a period of 30 consecutive days or another contractually agreed period.

On the successful completion of the acceptance test a written protocol shall be drawn up which is signed by the two contracting parties and with which they declare the transfer or acceptance of the contractual services. On successful conclusion of all three

tests and the signing of the acceptance test by both partners, the service shall be deemed accepted. This is when all legally relevant periods, particularly the period of warranty, shall commence.

Classification of defects and consequences for the acceptance phase:

Category 1 – critical: The effective use of the system, or a part of it, is impossible or unreasonably restricted. The defect has a severe impact on business and/or security.

Category 2 – major: The effective use of the system, or a part of it, is seriously restricted. The defect has a significant impact on business and/or security, but allows further processing.

Category 3 – minor: The effective use is slightly restricted. The defect has insignificant influence in the aforementioned sense and allows further processing. In this case the contracting party begins to remedy and eliminate the defect in accordance with the warranty provisions in a reasonable timeframe.

Category 4 – trivial: The effective use is not restricted. The defect has no or only negligible influence in the aforementioned sense. In this case the contracting party remedies the defect in accordance with the warranty, absent of any specific priority. When defects of the "critical" category occur, the acceptance test is aborted and repeated after the defect is remedied. When defects of the "major" category occur, the acceptance test is continued in so far as technically reasonable. Defects in both of these categories inhibit acceptance in every case. When defects of the other categories occur, the test is continued to the extent possible. If defects exclusively from the categories "minor" and "trivial" occur after the defect is remedied, only the functions defective in the previous test are subject to random testing. If defects of the "major" or "critical" category occur, all tests are repeated provided nothing else is mutually agreed. Defects of the "critical" or "major" category are considered significant defects. Defects of the category "minor" and "trivial" are considered insignificant defects.

11. Warranty

The warranty shall begin the day on which the complete and correct transfer of items to APA-IT takes place, or with the provision of services the day on which the acceptance protocols or similar protocols are signed by both parties. This occurs on condition that the contracting party shall also fulfil all ancillary requirements, particularly the transfer of the required documentation.

The warranty period shall be 12 months if law or the contract do not specify longer periods.

It shall remain at the discretion of APA-IT whether to demand rectification, replacement, a price reduction or – if a significant defect is involved – withdrawal; here the defect categories stated in item 10 shall apply accordingly. However, withdrawal on the part of APA-IT in the event of significant defects shall only be possible if the contracting party fails to remedy the defects within the agreed timeframe, whereby reasonable timeframes are to be established based on the importance of the defect categories "critical" and "major" (item 10), but shall in no way exceed 14 working days. On failure to comply with the deadlines for the rectification or replacement of significant defects, the aforementioned provisions on delay in accordance with item 7 shall apply.

If APA-IT demands rectification, during the period of the warranty the contracting party shall immediately remedy the defects that occur at his own risk and expense. At the request of APA-IT, the contracting party shall also immediately replace defective parts with those free of defects at his own risk and expense. If delay is a risk, after notifying the contracting party APA-IT shall also be entitled to remedy defects on its own or have them remedied by third parties at the expense of the contracting party, without its claims being impaired as a result of these defects.

For the period of two years after the mutual signing of an acceptance or similar protocol, the contracting party shall remedy hidden, significant defects at no extra charge; for the periods of the warranty the contracting party shall guarantee freedom from defects for services for which an acceptance protocol or similar protocol is to be signed, but this shall apply only to significant defects in accordance with item 10. If software components are produced by the contracting party for APA-IT, a financial retention of 5 % of the total order value shall be agreed at the same time. This sum shall be retained for the duration of the entire warranty period to cover defects in category 1 and 2. This sum shall be paid out at the end of the warranty period if the service provider has duly remedied any defects.

The notice of defects shall be deemed timely if brought within the period of the warranty. The application of § 377 of the Austrian Commercial Code shall be excluded. Payments shall not be considered a waiver of warranty claims. The costs of the expert entrusted with the monitoring of rectification shall be borne by the contracting party.

12. Compensation for Damages

The general regulations on compensation for damages shall apply, unless otherwise agreed here or in the contract. At the discretion of APA-IT, rectification, replacement of the item or immediate financial compensation may be sought on account of a defect. If APA-IT demands rectification, the contracting party shall remedy the defects without delay at his own risk and expense. The contracting party shall always bear the burden of proof that he is not to blame for damages of any kind. The contracting party shall be liable for the conduct of third parties as well as his own. Liability shall be excluded solely for cases of slight negligence and force majeure; both shall be verified by the contracting party.

13. Data Privacy and Trade Secrets

Confidential information which is subject to secrecy may be exchanged in the scope of the agreed contract matter. Under the non-disclosure agreement "confidential information" shall include, specifically, all data, information and documents in written or verbal form, regardless of how it is provided to a party, agreements that have been or are about to be concluded, all discussions and negotiations as well as memoranda and reports or evaluations undertaken by third parties. Both parties shall be required to keep confidential all information that has been rendered mutually accessible and to take the necessary precautions that third parties are not able to gain access to the documents and generally that only employees and advisers entrusted with it gain access. Each party shall use the information disclosed to it by the other party in the scope of this agreement solely for the purpose defined in this agreement.

Third parties as defined by these provisions are not employees, co-workers or advisers of the partners who require the information to carry out their job in relation to the purpose of this agreement. The partners shall oblige these authorised persons to secrecy.

The obligation to secrecy shall not apply if the information passed on:

    a)   is verifiably known or accessible to the public at the time of disclosure:
    b)   has been made accessible to the partner by a verifiably authorised third party;
    c)   was already verifiably known to the recipient upon being informed by a party at the time the knowledge was obtained.

The concrete non-disclosure agreement shall, moreover, not keep the partners from disclosing confidential information if demanded by applicable legislation, a court or a government office. In this case the partner shall notify the respective other in a timely fashion before providing the confidential information to a court of public office, allowing both the opportunity to defend themselves against or to restrict disclosure. The partners shall ensure that only the part of the confidential information which is legally required is disclosed and shall also undertake reasonable efforts to ensure that the confidential information demanded is reliably protected and safeguarded.

Without express permission neither partner shall be authorised to make or to have made additional copies of the documents received. In the event of a verifiable infringement of this non-disclosure agreement, the parties shall promise each other to pay a fine, independent of the damages, in an amount which shall be stipulated in the agreement and due within 10 days after the invoice is issued. If not contractually stipulated, a fine of 10 % of the order value, but at least EUR 10,000, shall be deemed agreed. The right to assert a claim for further damage in accordance with the legal provisions shall remain reserved.

14. Pricing and Terms of Payment

All prices are exclusive of VAT and deductions. The agreed prices shall cover all of the contracting party's primary and ancillary services. Forms of remuneration not expressly stipulated in the contract shall be excluded. Invoices shall comply with all legal provisions governing their validity and are to be directed to APA-IT management.

Additional expenses required for compliance with the deadlines stipulated in the contract shall not be remunerated on a separate basis if expected at the time the offer was made, if the contracting party is to blame for an otherwise impending delay, or if there is a case of force majeure. Increases in charges, particularly due to errors in calculation, shall be excluded.

Unless otherwise agreed in the contract, for payment also of partial invoices within 30 days a 3 % cash discount is deemed agreed. Moreover, for non-recurring charges a payment period of 60 days and for regular payments a payment period of 30 days shall be deemed retroactively agreed. The prerequisite is correct invoicing and faultless delivery / performance. APA-IT shall be entitled to set off any claims to which the company is entitled against the contracting party. Interest on arrears of 0.5 %

per month shall be agreed; claims to this effect may be asserted if on expiration of the agreed deadline, despite subsequent written notice, APA-IT fails to fulfil its payment obligations within 30 days. Claims for interest on arrears shall be asserted within six weeks of the first possible date, otherwise they shall be deemed waived.

15. Withdrawal from the Contract

Withdrawal by APA-IT from the contracts concluded shall be possible in accordance with the provisions of the contract and the present GTCP, particularly with respect to the aforementioned provisions on delay and guarantee.

Contracts of indefinite duration may be fairly terminated by APA-IT, in writing, in compliance with a period of three months, by the contracting party in compliance with a period of six months. In each case a minimum lead time of 12 months shall be deemed agreed.

Early termination of contracts of indefinite duration due to a specific reason, especially the insolvency or liquidation proceedings of a partner, shall be possible at any time.

16. Court of Jurisdiction and Applicable Law

Austrian law shall apply. The place of jurisdiction shall be the court having jurisdiction over commercial matters in Vienna.