

§ 1 Scope

(1) These General Terms and Conditions shall apply to any and all deliveries of goods and provision of services (in particular consulting services) of CNT Management Consulting GmbH, CNT HR Consulting GmbH and CNT International Consulting GmbH, all headquartered in Lassallestrasse 7b, A-1020 Vienna, Austria (each and any of them hereinafter referred to as "CNT"). Third-party software and data, sold by CNT together with its goods/services are in part subject to special conditions communicated to the Customer by CNT. Any other conditions of the Customer shall not become part of the contract even if not expressly opposed by CNT. These General Terms and Conditions shall also apply to future contractual relationships of CNT with the Customer.

(2) Any and all (consulting) orders and any other agreements shall be binding only if acknowledged and duly signed by CNT, and shall give rise to mutual obligations of the parties only within the scope agreed upon in writing in the contract.

(3) Offers of CNT are generally without obligation. Offers expressly designated as binding shall be binding upon CNT for four weeks unless otherwise stated in the offer.

§ 2 Scope of delivery of goods and (consulting) services

(1) The scope of delivery of goods and services of CNT shall be agreed upon by contract. The description of goods and/or services submitted by CNT, the documentation submitted by CNT, and the price and conditions lists for CNT products and services shall apply. CNT does not warrant any additional characteristics of goods delivered or (consulting) services provided.

(2) Deadlines are without obligation unless expressly agreed in writing to be binding. CNT endeavors to comply as strictly as possible with the deadlines for performance agreed upon. Acts of God, labor disputes, natural disaster, transport blockage, and any other circumstances beyond the control of CNT shall release the latter from the obligation to comply with any deadlines agreed upon and/or permit it to set a new deadline for the respective delivery. In the event that CNT has to wait for cooperation of or information from the Customer or is otherwise obstructed in carrying out the order without its fault, the deadlines for delivery and performance will be deemed to have been extended by the duration of such obstruction plus a reasonable start-up time after the end of any such obstruction. CNT will inform the Customer of any obstruction.

(3) Software shall be delivered by physical delivery of the machine-executable program and user documentation on data carrier or by making the aforesaid available via the internet.

§ 3 Scope of software maintenance services

(1) In the absence of an express agreement, under the title of software maintenance CNT shall perform the services mentioned in the price and conditions list current at the respective time. The services shall be provided only with respect to the software version supplied most recently and the immediately preceding version. Each software version is marked by a figure behind the dot in the designation. The Customer shall keep all its installations maintained completely or terminate the maintenance contract altogether.

(2) The payment obligation shall commence upon delivery of the software. The maintenance fee will be invoiced in advance for each calendar quarter.

(3) The software maintenance agreement may be terminated with 3 months' notice as of the end of a calendar year, at the earliest after two full calendar years have elapsed. Notice of termination shall be valid only when given in writing. CNT reserves the right of termination for cause in particular in the event of repeated or gross violation of essential contractual obligations by the Customer.

(4) If the Customer does not order software maintenance immediately from delivery of the software, but only at a later date, it shall make subsequent payment of the software maintenance fees it would have had to pay in case of entering into a software maintenance agreement immediately upon delivery in order to receive the then current software version.

(5) The maintenance service shall not include any repairs or any increased software maintenance requirement due to any use in violation of the contract, use in any other application environment than agreed upon, inexpert use, third party action, force majeure, or any other reason not attributable to CNT, and shall not include any work on software modified by the Customer in violation of the contract or on which maintenance has been carried out by any persons other than CNT staff without prior consent of CNT.

§ 4 Obligations of providing information and cooperation of the Customer/declaration of completeness

(1) The specification of the goods delivered and services provided by CNT will be according to the Customer's instructions and information about its needs and requirements to the extent that they have been communicated to CNT. The Customer has knowledge of the essential functional characteristics of the software supplied by CNT or of those of any other services to be provided by CNT. The Customer bears the risk of whether the software and/or services are in accordance with its wishes and requirements.

(2) The Customer shall make sure that all documents required for performing and executing the consulting order are submitted to CNT in due time without being specifically requested to do so, and that CNT is kept informed of any and all events and circumstances affecting execution of an order. This shall also apply to all documents, events, and circumstances becoming known only while CNT is working.

(3) Compliance by the Customer with the obligations of cooperation agreed upon and those usually required for similar services is a prerequisite of proper performance of services by CNT. The Customer shall cooperate in the performance of the order to the extent required and free of charge, and undertakes to take any measures necessary for performance of the contract by CNT to the extent that they are not covered by the scope of performance of CNT, e.g. by making available staff, working rooms, hardware and software, data, and telecommunications equipment in the form required by CNT, and granting CNT access to hardware and software either directly or through data communication. In addition, the Customer shall cooperate in the required tests (function, integration, and migration tests) to the extent required, and shall prepare and gather the data as needed for carrying out the order. The obligation of cooperation of the Customer shall also include the adjustment of interfaces necessary for the proper functioning of the system to the extent that such adjustment is not explicitly part of the contract, as well as providing the working environment of any software supplied (e.g. hardware and operating system) in accordance with the instructions of CNT. In this context, the instructions in the user documentation shall be taken into account. The Customer shall also make sure that the organizational setting for performing the consulting order on its premises permits undisturbed working conducive to fast progress of the consulting process, to the largest extent possible.

§ 5 Safeguarding independence

(1) The Parties undertake to be loyal to each other.

(2) The Parties mutually undertake to take any and all suitable precautions to prevent endangering the independence of the cooperation partners and staff of CNT. This shall apply in particular to offers of employment and/or takeover of orders for its own account by the Customer.

§ 6 Protection of the intellectual property of CNT/copyright/use

(1) The Customer shall make sure that the offers, reports, analyses, expert opinions, organization charts, programs, specifications of services, drafts, calculations, drawings, data carriers, etc. ("**results of work**") prepared under the consulting contract by CNT, its staff and cooperation partners will be used solely for the purposes set forth in the contract. In particular, any disclosure of results of work or professional communications of CNT of whatever kind to any third party, no matter whether gratuitous or for consideration, shall be subject to the consent of CNT in writing. Any such consent shall not give rise to any liability of CNT towards third parties.

(2) The use of professional communications of CNT for advertising purposes on the part of the Customer is prohibited. In case of noncompliance CNT is entitled to terminate without notice any contracts not yet performed.

(3) CNT shall retain the copyright of its consulting services. The Customer shall have the non-exclusive but otherwise unlimited right of use thereof.

(4) Any and all rights in the software delivered by CNT, in particular the full copyright including exploitation rights, rights in inventions and industrial property rights, including all rights in all programs, documentation and information surrendered in the phase leading up to signature of the contract and during performance thereof, including warranty, after-sales service, and maintenance, shall be the exclusive property of CNT and/or its licensors in the relationship to the Customer unless otherwise provided in these General Terms and Conditions or in the price and conditions lists of CNT. This shall apply even where any such things have been created according to the instructions and with the cooperation of the Customer. The Customer will be granted a simple authorization to use the software supplied. It may use the software only within the scope expressly set forth in the contract, with reference

being made to the criteria stipulated in the price and conditions list, if applicable. The authorization to use is restricted to the software products specified in the contract even if the Customer is technically in a position to access other software products. In case of a purchase contract the Customer is generally granted authorization to use the software for an unlimited period of time, in case of a lease agreement for the period of time agreed upon. By virtue of this agreement the Customer only acquires a non-exclusive license to use the work. Any distribution by the Customer is excluded. By cooperating in the production of the software the Customer shall not acquire any rights beyond the right of use set forth herein. Any violation of the copyright of CNT will give rise to claims for damages.

(5) The software supplied by CNT shall be installed exclusively for the purpose of handling the internal business transactions and the business transactions of companies affiliated with the Customer within the meaning of section 15 of the (Austrian) "AktG" (Stock Corporation Act) (group companies). This shall also apply to test installations the Customer is allowed to set up under the provisions of the price and conditions list. Using the software for computer center operation is not permitted unless expressly agreed upon otherwise in writing. Permitting third parties to use the programs by whatever technical means, or the Customer using the programs for third parties will be deemed computer center operation.

(6) In case of violation of any essential provisions of the contract CNT may at any time revoke the authorization of the Customer to use any software supplied. The Customer shall not be entitled to any claim whatsoever against CNT with respect to revocation of the right of use.

§ 7 Removal of defects and warranty

(1) With respect to consulting services, CNT is entitled to remove any incorrectness and defects in its consulting services becoming known at a later date. It shall inform the Customer of any such measures without delay.

(2) With respect to consulting services, the Customer shall be entitled to removal of defects free of charge within 4 weeks after the service complained about has been provided (reported) by CNT. The warranty period for other products and services shall be 12 (twelve) months.

(3) With respect to all goods delivered and services provided by CNT, the Customer shall have the obligation of examining and filing complaints pursuant to sections 377, 378 of the (Austrian) "UGB" (Commercial Code). In this context the "reasonable period" within the meaning of sec. 377 para. 1 of the Commercial Code shall not exceed 5 working days.

(4) CNT warrants that at the moment of delivery or performance its products and services have the characteristics agreed upon, and that granting the Customer authorization to use does not infringe against any third-party rights. No warranty claims can be raised based on any information provided in catalogs, brochures, product descriptions, advertising copy, and any other written or oral communications not expressly incorporated in the contract. Minor defects shall not be taken into account. The burden of proof that the defects were present at the moment of delivery/provision of a service shall rest with the Customer. The assumption of sec. 924 of the (Austrian) "ABGB" (General Civil Code) is excluded.

(5) In case of defects as to quality, CNT shall perform its warranty obligation primarily by rectification. Rectification shall be made at the election of CNT by removing the fault, in case of delivery of software by delivering a new program version or by CNT showing reasonable methods of avoiding the effects of the fault. In case of proven defects of title, CNT shall perform its warranty obligation by subsequent performance of contract by providing the Customer with a legally perfect opportunity to use the software delivered or at its election equivalent replacement software or equivalent modified software. The Customer may demand rescission of contract or price reduction only in the event and to the extent that removal of the defect is finally unsuccessful (even after several attempts, if applicable) despite having granted a grace period of at least 30 days in writing. Any reimbursement of costs for removal of defects by the Customer itself or by third parties (substitute performance) is excluded. Rescission of contract shall be permitted only in case of major defects.

(6) If CNT provides services in trouble shooting or removal of defects without being obligated to do so, CNT may demand reasonable compensation. This shall apply in particular if a reported defect as to quality cannot be reproduced and/or proven or if it is not attributable to CNT. The Customer, in this respect, shall have the burden of proof that any restrictions of use or faults have not been (partially) caused by improper operation, Customer intervention or the system environment. Any additional costs incurred by CNT in the removal of defects due to the Customer not properly performing its obligation of cooperation shall also be reimbursed.

(7) CNT shall oppose at its own expense any claim raised against the Customer by any third party on grounds of infringement of industrial property rights due to the delivery of goods and provision of services by CNT, to the extent that such claims are not based on the behavior of the Customer. Prior to refusing to recognize any such claim against it the Customer shall get in touch with CNT. To the extent that this is legally possible, the Customer authorizes CNT to settle the dispute with the third party in or out of court on its own; however, it shall support CNT to the extent required and useful for opposing the claim. The Customer shall inform CNT forthwith in detail in writing of any alleged third-party claim.

(8) The warranty of CNT shall not cover any errors, defects or loss due to operator error, changed operating system components, interfaces and parameters, use of unsuitable organizational media and data carriers to the extent that the aforesaid have been prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions) or transport damage. Any subsequent changes to software by the Customer or by third parties shall void the warranty of CNT for such software. Where the subject-matter of an order is modifying or supplementing existing software, the warranty shall cover exclusively these modifications or supplements. Warranty for the original program shall not come back into force as a result thereof.

§ 8 Liability

(1) In providing the consulting services, CNT and its staff shall act according to the generally recognized principles of the profession. Generally, CNT shall be liable for loss or damage only in case that proof can be furnished that it acted with intent or gross negligence, and such liability shall be in accordance with the applicable provisions of law. Liability for slight negligence is excluded in any case. This shall also apply to any violation of obligations by subcontractors. The liability of CNT for the total of claims of a Customer irrespective of the legal ground shall be limited in terms of amount to the price agreed upon in the respective contract, to the extent that such limitation is permitted by law. In case of recurrent payments for permanent services, CNT shall be liable up to the maximum amount of three monthly payments, in case of providing services in definable individual projects implemented on the basis of a uniform master agreement CNT shall be liable up to the maximum amount of the share in the total price under the master agreement corresponding to the share of the definable individual project concerned in all individual projects implemented under the master agreement. Under no circumstances will CNT assume liability for any loss of profit, expected but not realized savings, loss incurred as a result of third party claims against the Customer, indirect and consequential loss or damage, and damage to recorded data.

(2) The claim for damages may be asserted in court only within six months after the claimant(s) has/have become aware of the damage, however not later than three years after the event that has given rise to the claim.

(3) If the activity is performed relying on the services of any third party, e.g. a data processing company, certified public accountant, or lawyer, and the Customer is informed thereof, any warranty claims and liability claims arising against the third party by operation of law or under the terms and conditions of the third party will be deemed assigned to the Customer.

§ 9 Obligation of secrecy

(1) CNT, its staff and subcontractors undertake to observe secrecy with respect to any and all matters becoming known to them in connection with their activity for the Customer. This obligation of secrecy shall cover both to the Customer and its business relations.

(2) Only the Customer may release CNT from this obligation of secrecy in writing, however not any other party employed by the Customer in performance of its obligations.

(3) CNT is permitted to hand over reports, expert opinions and any other written communications on the results of its activity to third parties only with the consent of the Customer.

(4) The obligation of secrecy of CNT, its staff and subcontractors shall remain in force after the termination of the contract, with the exception of cases where there is a statutory obligation to provide information.

(5) CNT is authorized to process or have processed by third parties personal data entrusted to it for the purpose of the consulting orders. CNT warrants compliance with the obligation of maintaining data secrecy according to the provisions of the (Austrian) "Datenschutzgesetz" (Data Protection Act). Any material surrendered to CNT (data carriers, data, check numbers, analyses, programs, etc.), as well as all results of work performed shall be returned to the Customer without any exception.

§ 10 Entitlement to fees, offsetting, retention of title

(1) In the absence of an express agreement, CNT shall be entitled to payment by the Customer in consideration of the goods delivered and services provided according to the price and conditions list current at the respective time. All prices are exclusive of turnover tax. In the absence of an express agreement, the fee for consulting services shall be calculated according to the Guidelines for Fees of Business Consultants issued by the Department of Business Consulting and Data Processing of the Austrian Economic Chamber current at the date of the invoice.

(2) If the price of software maintenance is expressed as a percentage of the purchase price of the software, CNT may increase the percentage as of the end of a calendar year upon two months' notice in accordance with the change of the Consumer Price Index ("VPI") 2005 published by Statistik Austria, or a successor index should VPI 2005 cease to be published. Unless the Customer, in such case, gives notice of termination of the data maintenance agreement within two weeks from receipt of notice as of the end of the calendar year, the new consideration will be deemed agreed upon. CNT shall draw attention to this fact in the notice.

(3) Traveling time of staff and other persons employed by CNT in performance of its obligations shall be counted as working hours. Traveling hours shall be compensated for at the hourly rate agreed upon. In addition, the traveling costs and accommodation costs, if any, shall be reimbursed subsequently by the Customer according to costs actually incurred and against presentation of vouchers.

(4) Invoices shall be made out for each delivery of goods or service provided, and shall be due for payment within 14 days from the date of invoice.

(5) In the event the Customer prevents execution of an order after signature of the contract (e.g. by termination), CNT shall nevertheless be entitled to the fee agreed upon.

(6) If an order is not executed due to circumstances constituting an important ground for termination by CNT it shall only be entitled to the part of the fee corresponding to the services previously provided. This shall apply in particular if despite termination the services previously provided by CNT can be used by the Customer.

(7) The Customer may offset only against uncontested and expressly recognized claims or claims declared by final judgment.

(8) CNT reserves all rights in and in particular retains title to the items to be delivered (e.g. data carriers and user documentation) until its claims under the contract have been satisfied in full. The Customer shall promptly inform CNT in writing in the event of attachment by a third party of any item subject to retention of title, and shall inform the third party of the rights of CNT.

(9) Any and all fees, duties or taxes incurred in connection with the execution of a software license agreement or contract for services subject to these Terms and Conditions shall be borne by the Customer. This shall apply in particular where formation of a software license agreement or the contract for services subject to these Terms and Conditions entails the payment of legal duties under the (Austrian) "GebG" (Stamp Duties Act). In any such case, the Customer undertakes to file a proper return with the competent authority and to indemnify and hold CNT harmless in this respect. The Customer is aware of the fact that software leases and software license agreements no matter whether limited or unlimited in time providing for notice of termination on the part of the licensor are deemed subject to duty under applicable law.

§ 11 Reference, press release

CNT shall be entitled to publish the formation of the contract in a press release. After performance of the services due under the contract CNT shall be entitled to quote the Customer as reference for future orders, and to publish a success report on its website and/or in the form of a press release, and to use it for its own advertising.

§ 12 Persons employed in performance of obligations ("Erfüllungsgehilfen" as defined in Austrian law), assignment of contract

(1) CNT is entitled to have any services owed by it performed (in whole or in part) by permanently employed staff, sub-contractors, or free-lance cooperation partners.

(2) Any and all or individual rights hereunder or the entire contract may be assigned by CNT to affiliated companies of CNT. The Customer hereby agrees thereto. The Customer shall not assign this contract nor any claims hereunder and shall not grant any sublicenses etc. without the prior written consent of CNT.

§ 13 General Provisions

(1) Should any of the provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions hereof. In any such case, the invalid provision will be deemed replaced by a provision coming as close as possible to the economic purpose of the invalid provision.

(2) In the absence of a separate agreement the place of performance shall be the corporate seat of CNT.

(3) Unless otherwise agreed, the contract, its execution and any resulting claims shall be subject exclusively to Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and Austrian private international law.

(4) Any dispute arising out of or in connection with the contract between CNT and the Customer shall be settled exclusively by the court having subject-matter jurisdiction in Vienna - 1st District.