General Terms and Conditions

For the sale and delivery of organizational services, programming services and licenses to use software products.

1. Scope and Validity

All orders and agreements will only become legally binding if they are signed by SEC GmbH. (hereinafter referred to as the "Contractor") in writing and in accordance with company rules or sent to the Client electronically over the Internet and they will obligate the Contractor only to the extent specified in the order confirmation. The Client's terms and conditions are hereby excluded for transaction under contract and all dealings relating thereto. Quotations are generally non-binding.

2. Performance and Inspection

2.1. The Subject of an Order May Be:

- Development of organizational concepts
- Global and detailed analysis
- Creation of custom-made programs
- Supply of (standard) library programs
- Acquisition of authorizations to use software products
- Acquisition exclusive exploitation licenses
- Assistance during setup (conversion support)
- Consultation over telephone
- Program maintenance
- Creation of program media
- Other services

2.2. The development of custom-made organizational concepts and programs will be carried out on the basis of the binding information, documents and tools made fully available by the Client. This also includes practical test data and sufficient testing opportunities provided by the Client in good time, during normal working hours and at their own expense. If the system made available for the test is used by the Client in live operation, the Client will be solely responsible for the backup of live data.

2.3. The custom-made programs will be created on the basis of the written performance description, which the Contractor will draw up for a fee based on the documents and information made available to them. This performance description must be checked by the Client for accuracy and completeness. The Client must communicate any change requests, additions, service enhancements etc. to the Contractor in writing within 14 days (starting from the date of dispatch by the Contractor). If no such written communication is promptly forthcoming, the content of the performance description sent by the Contractor will be deemed as having been accepted and the Client will be deemed as having consented to the services provided within the scope thereof. Any changes requested at a later date may result in postponements or may be charged separately by the Contractor.

Should the Client provide a performance description, the content thereof will only be deemed as accepted if expressly confirmed by the Contractor in writing.

2.4. In the case of custom-made software and program adaptations, the relevant program package must undergo a final acceptance inspection at the latest within four weeks of delivery by the Contractor. This will be confirmed by the Client in an acceptance protocol. (A check for accuracy and completeness based on the agreed performance description by means of the available test data specified under Item 2.2.). If the Client allows this four-week period to elapse without conducting a final acceptance inspection, the delivered software will be deemed as having been accepted as of the end date of the specified period. The software will in any case be deemed as having been accepted once the Client starts using it in live operation. Should any defects occur, i.e. deviations from the performance description as agreed in writing, these must be reported by the Client to the Contractor in writing and in detail. Should significant defects be reported in writing (i.e. defects that hinder live operation), any work undertaken to rectify these defects must be followed by a new acceptance inspection that is subject to the provisions above. The Client is not entitled to refuse to accept software on account of insignificant defects (i.e. defects that do not hinder live operation).

2.5. Any order placed by the Client for (standard) library programs will represent confirmation that they are aware of the scope of performance offered by the ordered programs.

2.6. If it were to transpire during the provision of services by the Contractor that it is technically or legally impossible to carry out the order specified in the performance description, the Contractor shall inform the Client accordingly. Should the Client then refuse to alter the performance description or provide the required conditions to make further implementation possible, the Contractor will be entitled to decline the order. All the costs and expenses incurred for the Contractor's work up until this point and any dismantling costs must be reimbursed by the Client. If the assignment cannot be performed as a result of a failure by the Client or a subsequent alteration of the performance description by the Client, the Contractor will be entitled to withdraw from the assignment. All the costs and expenses incurred for the Contractor's work up until this point and any dismantling costs must be reimbursed by the Client.

2.7. Any program media, documentation and performance descriptions will be sent at the expense and risk of the Client; insurance to cover loss during transit will be taken out only if expressly requested by the Client.

2.8. Should the Client require any training, further explanations etc., these services must be agreed separately and will be invoiced separately.

3. Prices, Taxes and Charges

3.1. All prices are in dollars. They apply only to the order in question. The prices are quoted ex registered office or branch office of the Contractor. The cost of program media (e.g. CDs, magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes etc.) and any contractual fees will be charged to the Client separately.

3.2. (Standard) library programs will be subject to the prices listed on the day of delivery. Any other services (organizational consultation, programming, training, conversion support, consultation over telephone etc.) will be charged by the hour based on the rates applicable on the day on which the service is provided. Any deviations from the amount of time indicated by the Contractor in their quotation will, if not the fault of the Contractor, be charged to the Client on the basis of the actual time spent and the Client shall pay any extra costs incurred as a result.

3.3. The costs for travel, daily allowances and overnight accommodation will be charged to the Client separately based on the applicable rates. Travel time will be considered work time.

4. Delivery Date

4.1. The Contractor will endeavor to adhere to the agreed schedule for delivery (completion) wherever possible.

4.2. The intended delivery schedule may be observed only if the Client carries out all the necessary work and provides the necessary documents in full at the times specified by the Contractor (this particularly relates to any performance descriptions that may need to be provided in accordance with Item 2.3) and fulfills their obligation to cooperate to the required extent. Delays in delivery and cost increases caused by incorrect, incomplete or subsequently changed specifications, information and/or documents provided are not the fault of the Contractor and do not constitute a default on the part of the Contractor. Any resulting extra costs will be borne by the Client.

4.3. In cases where an order comprises several units or programs, the Contractor is entitled to make partial deliveries or raise partial invoices.

5. Payment

5.1. The invoices raised by the Contractor are inclusive of VAT and are payable within 14 days of receipt of the invoice without any deductions or charges for the recipient. Partial invoices will also be subject to the payment terms specified for the total order.

5.2. In cases where an order comprises several units (e.g. programs and/or training carried out step by step), the Contractor is entitled to raise an invoice after delivery of each and every unit or service.

5.3. The Client's compliance with the agreed payment terms is an important condition for delivery/contractual performance on the part of the Contractor. In the event of failure to observe the agreed payment terms, the Contractor will be entitled to terminate their ongoing work and withdraw from the contract. All associated costs and loss of profit will be borne by the Client. In the event of a delayed payment, default interest will be charged at standard bank rates or in line with statutory provisions. Should the Client agree to make partial payments and fail to pay two installments promptly and/or in full, they will be deemed to be in default—without any special notification—and the Contractor may call in any consigned bills of exchange.

5.4. The Client is not entitled to withhold payments or partial payments on account of incomplete delivery, guarantee/warranty claims or complaints.

6. Copyright and Use

6.1. All copyrights for the agreed services (programs, documentation etc.) belong to the Contractor or the Contractor's licensor. After paying the agreed remuneration, the Client is entitled to use the software exclusively for their own purposes and only for the hardware specified in the contract in accordance with the number of licenses acquired for

simultaneous use on several workstations. This contract merely grants the Client a license for use. Any distribution, transfer, or any other use of the agreed services by the Client is prohibited. The Client's involvement in the production of the software will not grant them any rights beyond the license for use specified in this contract. Any violation of the Contractor's copyrights will give grounds to claim compensation; the Contractor is entitled to full satisfaction in such cases.

6.2. The Client is entitled to make copies for archiving and data backup purposes on the condition that the software is not subject to any explicit ban imposed by the Contractor, licensor or third parties and that all notices of copyright and ownership are reproduced in these copies without any changes.

6.3. Should it be necessary to disclose interface information in order to ensure the interoperability of the software under contract, the Client will have to request such disclosure from the Contractor in exchange for a fee. If the Contractor does not grant this request and the software is decompiled in accordance with copyright law, the results may be used solely for the purpose of ensuring interoperability. Any malpractice will result in claims for compensation.

7. Right of Withdrawal

7.1. In cases where an agreed delivery deadline is not met and this is solely the fault of, or due to unlawful conduct by, the Contractor, the Client is entitled to cancel the order in question by registered letter if no significant part of the agreed service is provided within a reasonable grace period and the Client is not at fault.

7.2. Force majeure, industrial disputes, natural disasters, transport embargoes and any other factors that are outside of the Contractor's control will release the Contractor of their obligation to deliver and allow them to re-negotiate the agreed delivery time.

7.3. The Client may only withdraw from the concluded contract if the Contractor provides their written consent. If the Contractor agrees to such a withdrawal, they are entitled to charge for the services provided and the costs accrued to date, as well as a cancellation fee amounting to 30% of the remaining value of the overall project.

7.4. The "VersatileControl" software is excluded from the right of return since this software can be fully acquired online and comprehensively tested (demo download). This software is activated by means of a license code. If you are not satisfied with our program or service after having activated the software, please contact us; we are always willing to negotiate a favorable settlement.

8. Warranty, Maintenance and Modifications

8.1. Complaints will only be upheld if they relate to reproducible defects and if they are made in writing within four weeks of the agreed service being delivered or, in the case of custom-made software, after the final acceptance inspection mentioned in Item 2.4. If a warranty exists, rectification of the defect will always be preferred to other remedies under the warranty. In the event of a legitimate complaint, the defects will be rectified within a reasonable period, during which the Client will enable the Contractor to take all the measures required to investigate and rectify the defects.

8.2. Any corrections and additions that, due to organizational or technical defects on the part of the Contractor, need to be made before the agreed service can be accepted, will be carried out by the Contractor free of charge.

8.3. Costs for providing support, performing fault diagnosis and rectifying faults and errors that can be attributed to the Client, and any other corrections, modifications and additions (compared with the performance description) will be carried out by the Contractor for a separate fee. This also applies to the rectification of defects caused by program modifications, additions or any other interference by the Client or by a third party.

8.4. The Client accepts no liability for faults, errors or damage that can be attributed to improper use, modified operating system components, interfaces and parameters, use of inappropriate organizational tools or data media in cases where such devices are required, abnormal operating conditions (particularly deviations from the installation and storage conditions) or damage during transit.

8.5. The Contractor cannot accept any warranty claims in cases where programs are subsequently modified by the Client's own programmers or by third parties.

8.6. If the order entails modifying or adding to existing programs, the warranty will apply to the modification or addition. The Contractor provides no warranty for the original program.

8.7 Liability

The Contractor and their suppliers will be liable for damages, if proven to be caused by their malicious intent or gross negligence, in accordance with statutory provisions. Liability for slight negligence is expressly excluded. The Contractor and their suppliers will under no circumstances be liable for compensation of consequential damages, financial losses or punitive damages, loss of profits, unrealized savings, loss of interest or damages arising from claims made by third parties against the Client. This also applies in cases where the Contractor or their suppliers have been informed of the possibility of such damages etc. The Contractor is most notably and specifically not held liable for the consequences of an incorrect, faulty, incomplete etc. specification of maintenance times, inspections, component service life, material

consumption etc. by the supplied software or for the consequences of a system crash caused by said software in the Client's computer system.

9. Limitations of Liability

The liability of the Contractor and their suppliers under this agreement—whether contractual or tortious (including negligence)—will be limited to the amount that has been or will be paid for the software. The Contractor will act on behalf of their suppliers solely for the purpose of disclaiming, excluding and/or limiting obligations, warranties or liability under this contract; otherwise the Contractor will not act on behalf of their suppliers.

10. Basis of Contract

The limited warranty, exclusion of liability, warranty rights and limited liability are fundamental terms of the contract between the Contractor and Client. Without these limitations it would not be possible for the Contractor to provide the software in a commercially expedient manner. The limited warranty, exclusion of liability, limitation of claims and limitation of liability also apply to the Client's licensor.

11. Annotation

The software products supplied by the Contractor are not fault-tolerant and have not been developed or produced for use or resale as control software, analysis software or data collection software (e.g. for reading operating hours counters) in hazardous conditions that require failure-free operation, such as that used in cable car equipment, aircraft navigation or communication systems, air traffic control, life-support machines or weapons systems, in which a software failure would directly or indirectly result in death, personal injury, loss of profits, other losses or serious damage to property or the environment. The software product may not be used if another software product, device, system, network or other product is or could be impaired, disrupted or obstructed with regard to its function.

12. Loyalty

The contracting parties undertake to be loyal to each other. During the term of the contract and for 12 months after termination thereof, they will refrain from soliciting or employing, including through third parties, any employees of the other contracting party who have worked on realization of the orders. Any contracting party in breach of this obligation shall pay a fixed compensation sum equating to the gross annual salary of the employee in question.

13. Data Protection and Confidentiality

The Contractor and their employees undertake to comply with the provisions set out in Article 15 of the Austrian Data Protection Act.

14. Miscellaneous

Should individual provisions of this contract be or become ineffective, the remaining content of this contract will remain unaffected. In such a case, the ineffective provisions will be replaced by provisions that best fit the intended purpose.

15. Final Provisions

The place of performance for all services provided by the Contractor will be the Contractor's head office. This still applies in cases where handover and/or delivery are agreed at a different location. The place of jurisdiction for all disputes arising from or in connection with the concluded contract will be the competent court in the district of the Contractor's head office. However, the Contractor is also able to bring a dispute before the competent court at the Client's location. The Contract will be governed by Vermont State law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1988/96). In the event of sale to consumers, as defined under the United States Consumer Protection Act, the aforementioned conditions will only apply in cases where the Consumer Protection Act does not stipulate any other provisions.

The Contractor and their suppliers accept no liability for the completeness, accuracy, flawlessness and currentness of the data and results of the acquired software. Irrespective of the software's results, the Client must satisfy all legal provisions, standards, manufacturer specifications etc.

Bad Hofgastein, January 2011