

TERMS AND CONDITIONS

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We, SolveDirect Service Management GmbH, with the registered office in Vienna, hereinafter referred to as "**SolveDirect**", provide software solutions for efficient helpdesk management as a service on the internet or intranet. This software may generally be used only by registered users. These registered users are service customers and service suppliers, hereinafter referred to as "**Business Partners**".

§ 1 Scope of Application

- (1) These Terms and Conditions ("**Terms**") shall govern all of our current and future services, including the provision of software solutions, even if these services are provided without any express reference to these Terms and Conditions. They are acknowledged by the Business Partner upon placing of the order or upon signing of the contract and at the latest upon acceptance of the first service, and they shall apply throughout the entire term of the business relationship. The Business Partner's terms and conditions, if any, shall not become subject-matter of the contract, even if we do not expressly object thereto. They shall apply only if acknowledged by us in writing on a case-by-case basis.
- (2) Please note that SolveDirect's employees without representation power are not authorized to reach side agreements the contents of which exceeds the scope of the agreement reached with the Business Partner or that of these Terms.

§ 2 Subject-Matter of Contract

- (1) SolveDirect may have to provide the following services:
 - (a) Web-based helpdesk solution for efficient helpdesk management
 - as centrally managed applications service provider solution (ASP solution), or
 - installed on a third-party server, using the Business Partner's infrastructure.The software is modular and will be offered in packages.
 - (b) Web-based system interconnection - data clearing platform to connect various helpdesk systems of service customers and service suppliers.
 - (c) We also offer additional services in connection with the services described in paragraph (1), such as statistical analysis of the provided services or advising service customers in connection with the connection to our interface.
- (2) Details about our services are disclosed in the offer and the "SolveDirect Functions, Features and Services" delivered upon conclusion of the contract.

- (3) In case of any disagreement in respect of the content of technical electronic data processing terms and symbols, quality requirements, format requirements or the like, the provisions set forth in the „SolveDirect Functions, Features and Services“, as amended upon conclusion of the contract, shall prevail.

§ 3 Scope of Services

- (1) We make available on our own or on a third-party server a software solution which may be accessed by the Business Partners through the internet during the term of the contract. Subject to § 8, the Business Partners will be granted a non-transferable and non-exclusive authorization to use the software solution in our system to the extent and for the period set forth in the contract.
- (2) Each Business Partner will be assigned a user ID and a password for the use of the software solution. Each Business Partner shall protect the access authorization against third-party access and shall immediately modify the same if a third party may have become aware thereof. The Business Partner shall procure that the access authorization may be used only by that employee to whom it was assigned. We shall not be liable if a third party uses or abuses our software solution with a user ID assigned to the customer. The relevant Business Partner shall rather be required to indemnify and hold us harmless in respect of any damage we may incur as a result from such use or abuse.
- (3) Any information provided on our printed matter, in catalogues, ads, price lists and other information and advertising materials concerning dimensions, weights, measurements and other technical data or product qualities shall only constitute general descriptions and designations and shall be deemed to be only roughly relevant; unless expressly designated as such, they shall particularly not represent any guarantee as to a certain condition. Any variance is permitted, unless it affects the agreed condition.
- (4) Subject to prior notice, we may change, extend or restrict the contents and scope of our services at any time in a manner that is reasonable for the Business Partner. We will particularly take such measures if technical or legal circumstances so require or if this serves to protect the functionality of the software solution.
- (5) The targeted dates of completion can be observed only if the Business Partner has made available the agreed work, documents and data in a timely manner and in the required quality.
- (6) Any amendment of the agreed scope of services shall be made in writing and requires both contracting parties' consent.

§ 4 Delivery of Data

- (1) The place of acceptance and delivery of the Business Partners' data shall be determined individually; otherwise the "SolveDirect Functions, Features and Services" shall apply.
- (2) Please note that the place of acceptance and delivery may change during the term of the contract subject to a relevant agreement between the parties.

§ 5 Acceptance

- (1) If our contractual service constitutes a work, it will be accepted after the agreed service has been provided.
- (2) The Business Partner shall be required to accept the work, once we have notified its completion. Acceptance may not be refused on the grounds of immaterial defects. We may grant the Business Partner a reasonable time limit for acceptance after the expiration of which our service shall be deemed to have been accepted.
- (3) If the Business Partner does not timely accept the service without justification, we may claim 10 % of the agreed price, plus VAT, as compensation for any damage we may have suffered due to the Business Partner's delayed acceptance. We reserve the right to assert any higher damage that may actually have occurred.

§ 6 Customer's Obligations

- (1) The Business Partner may use the software solution only pursuant to the "SolveDirect Functions, Features and Services" delivered upon conclusion of the contract.
- (2) The Business Partners shall not use any equipment, software or other data which may change our software solution or affect the availability of the software solution.
- (3) Any change of the system requirements with the Business Partner shall be timely reported to us before the service is completed. Any delay and additional costs which arise due to any change in the execution of the service shall be borne by the Business Partner.
- (4) The Business Partner shall timely make available to us free of charge any documents, information and equipment under his control that may be necessary for the provision of the services owed by us (such as test data, data for uploads, organizational structure) and shall timely request any cooperation and the provision of documents by third parties which are required for the provision of our services. The Business Partner is also required to provide support in connection with implementation and current operation to the extent necessary.
- (5) The Business Partner shall grant our employees such access to the necessary premises during regular business hours as may be necessary for the performance of the contract and shall grant adequate access to his systems (hardware and software) and ensure cooperation of his employees if this is necessary for the provision of our services.

- (6) If any cooperation or document is not timely provided or requested, the delivery and performance dates will be postponed for our benefit at least by the period caused by the delay. The Business Partner shall reimburse us for any futile or additional expenses caused thereby.

§ 7 Availability

SolveDirect will make available a highly available software platform. Unless otherwise agreed, the extent of availability shall depend on the "SolveDirect Functions, Features and Services".

§ 8 Copyright and Use

- (1) Subject to legislation, we warrant that the services provided by us are free and clear of any rights of third parties incompatible with their use by the Business Partner according to the terms of the contract.
- (2) SolveDirect shall have title to all copyrights as well as the intellectual property in respect of the agreed service. All software components, specifications, documentation and software adjustments that come into existence hereunder shall transfer to SolveDirect's property when these come into existence, including all rights that may arise worldwide from the copyright or from other provisions governing intellectual property rights.
- (3) The Business Partner shall only be granted the right to use the software - after payment of the agreed compensation - only for the agreed purposes, only for the modules specified in the contract, only for the agreed term and only to the extent of the purchased number of licenses.
- (4) Except with our consent, the Business Partner may not process, alter or otherwise change the software solution, pass it on to third parties, connect it with other programs otherwise than through the proposed interfaces, retranslate it into another form of presentation (decompile it), remove, circumvent or modify any copy protection mechanisms, program elements designed for digital rights management (DRM), security codes or features designed to designate the software solution, or remove information contained in the software solution and the "SolveDirect Functions, Features and Services" in respect of the producer's quality, our copyrights or other property rights.
- (5) The Business Partner may not use the software solution outside his business or for purposes other than his own business purposes, enable third parties to use the software, or make the software solution available to third parties, whether temporarily or permanently. For purposes of this provision and unless expressly agreed otherwise, third parties shall also be the Business Partner's branch offices or companies affiliated with the Business Partner. The foregoing shall not apply if the Business Partner was expressly allowed to make available the software solution to a person mentioned to him in advance; in this case, the software solution may be made available only to this person.

§ 9 Prices and Taxes

- (1) All prices are denominated in euros exclusive of value added tax. Any shipment costs will be charged separately and are valid only for the order at hand.
- (2) All other services shall be subject to the daily rates valid on the date of provision. These are based on the cost factors valid at this time. If there is any change in these cost factors concerning material, wages, energy, duties, freight and the like between the execution of the contract and the agreed delivery/service time, we may change prices accordingly.
- (3) If the Business Partner requests services outside regular business hours, these services will be subject to the following extra charges on the basis of the daily rates valid from time to time: 50 % extra charge outside regular business hours and 100 % extra charge on Sundays and public holidays. "Regular business hours" shall be: Monday - Friday, 8 a.m. - 5 p.m.
- (4) Our staff's travel expenses, including, without limitation, travel costs and costs of accommodation as well as extra expenses for meals, will be charged to the Business Partner. The necessary travel time and any waiting period outside our control shall be part of the working time and will be charged at a rate of 50 % of the valid applicable hourly rate.

§ 10 Terms of Payment

- (1) Our invoices shall be due and payable immediately after receipt of the invoice without any deduction, irrespective of the provision of the service. The date of receipt of the payment shall be the date on which the amount is received by us or credited to our bank account. The Business Partner shall bear all expenses arising in connection with payment transactions.
- (2) In case of delayed payment, we will charge default interest at a rate of 12 percent p.a. commencing as of the 15th day from the invoice date, unless we incur higher costs. Any dunning charges, expenses for obtaining information and other costs arising in connection with the collection of the claim shall be borne by the Business Partner. This shall not restrict our right to assert any further damages.
- (3) The Business Partner waives his right to set off any counterclaims against our compensation claims, unless these counterclaims have been acknowledged by us in writing or determined by a court.

§ 11 Warranty

- (1) We will provide our services in accordance with the generally valid industrial standards and practices. However, our Business Partners are aware that due to program errors it is not possible to provide an error-free computer service according to the state of the art.
- (2) We warrant that the subject-matter of the services will have the commonly expected qualities during

the provision of our services and will be consistent with the usual state of the art applicable at that time. Warranty is restricted to a consistency with the "SD Features and Functions" delivered upon execution of the contract and with the individual contracts concluded with the Business Partner. Unless we have expressly accepted a guarantee, if any, in the contract or in the confirmation of order, the information provided in the "SD Features and Functions" and other program descriptions shall not be deemed to constitute a guarantee as to a certain condition.

- (3) We do not warrant for any errors of the software
 - which have been caused by the Business Partner' improper use and could have been prevented upon diligent consultation of the "SolveDirect Functions, Features and Services";
 - due to virus infection or other external effects outside our control, such as fire, accidents, power failure, etc.;
 - due to errors of the hardware, the operating system or the software of other producers;
 - due to the fact that the Business Partner or third parties have changed the software or the system environment for which the software solution was configured.
- (4) In connection with the provision of our services, the Business Partner report any defects by giving written notice to us immediately and at the latest seven working days after receipt, and seven working days after discovery in case of hidden defects. If notice of defects is not given at all or within the mentioned time limit, the delivered subject-matter of contract shall be deemed approved.
- (5) If there occur any errors as defined in § 11 (2), the Business Partner shall make available to us any information required for an error analysis and rectification and grant us and/or our authorized representative unrestricted access to the Business Partner's software and system on which the software solution is installed. An error message shall include information about the type of the error, the application where the error has occurred as well as any work that has been carried out to eliminate the error. If we carry out an error analysis upon the Business Partner's request and it turns out that no error has occurred for us to eliminate, we may charge the relevant expenses on the basis of our hourly rates applicable from time to time to the Business Partner. If no offer exists and/or no agreement is reached, the daily rate valid from time to time will be applied.
- (6) Our Business Partners may not reduce the compensation during the time during which the error is rectified. Only if the period of time needed for rectification exceeds a reasonable extent or if we refuse to rectify an error, may our Business Partners reduce the price or rescind the contract subject to applicable legislation.
- (7) We shall not be liable for the accuracy of the data. Please note that we are not the proprietor but the broker of the data and that the relevant Business

Partner is the proprietor of the data made available by him, including, without limitation, the Business Partner's master data, user data and contract and contract element master data as well as call data to be delivered by us. The relevant proprietor of the data shall be responsible for the correctness and maintenance of his relevant data.

§ 12 Liability and Damages

- (1) We shall be liable towards our Business Partners for any damage, whether by contract or tort, only subject to the following restrictions:
 - (a) In case of intent and gross negligence, our liability shall not exceed the contract volume of the six calendar months preceding the month in which the damaging event occurs and shall certainly not exceed EUR 100,000. Any further liability and particularly any increase of the above maximum liability shall require a separate written agreement.
 - (b) We shall not be liable for slight negligence. The Business Partner shall prove the existence of intent and gross negligence.
 - (c) Any reimbursement of consequential damage, property damage, business interruptions, loss of data, lost profit, lost savings, loss of interest or of damage from third-party claims under product liability against the customer shall be excluded. This shall not affect the mandatory provisions of the Product Liability Act.
 - (d) Any damage claims the Business Partner may have against SolveDirect shall forfeit six months after the damage and the injurer have become known.
- (2) Events of force majeure which make it significantly more difficult or impossible to provide our services entitle us to postpone the fulfillment of our obligations as long as the impairment continues and by a reasonable start-up period. Force majeure shall include strikes, lock-outs, regulatory interference and similar circumstances, to the extent they are unpredictable, serious and have not been caused by us. We disclaim any liability in these cases.
- (3) To the extent we are not liable under these Terms, our officers, servants and particularly our employees shall not be liable either.

§ 13 Data Privacy

- (1) The relevant Business Partner having produced and delivered information shall have title to any data saved in SolveDirect's data base through the use of the SolveDirect interfaces.
- (2) We may use and process on an automated basis any data received from the Business Partner within the scope of our services, particularly for analyses. These analyses will be made available only to the relevant proprietor.
- (3) We may also make available the data to the Business Partner in an anonymized form within the scope of the services provided by us, i.e. the

carrying out of benchmark tests. In this context, we will ensure that the origin of the data cannot be derived from these analyses.

- (4) Prior to the disclosure of personal data, the Business Partner shall obtain the relevant person's consent, and he shall hold us harmless and indemnify us if claims are asserted against us due to a breach of this obligation.
- (5) Our Business Partners shall grant us the right to include their company names into a partner list, to disclose the existence of our business relationship, and to use their logos for this purpose.

§ 14 Confidentiality

- (1) Each party will keep confidential and use only for purposes of the relevant contract all trade and business secrets of the other party which may come to its knowledge within the scope of the business relationship. The recipient will not make available such trade and business secrets to a third party, except with the other party's prior written consent.
- (2) Upon termination of the relevant agreement, each Business Partner shall return to us or destroy any confidential information received and all copies thereof.
- (3) Any information, the disclosure of which is significant for the provision of our service, shall be deemed to be confidential only towards those parties that are not subject to a direct relationship as service customers and service providers.
- (4) The obligations referred to in paragraph (1) shall also apply to the parties' servants and employees. The Business Partners are required to assign such confidentiality obligations to their servants and employees.

§ 15 No Assignment

The transfer of this contract and the assignment of rights and obligations hereunder shall require the other party's written consent.

§ 16 Term

- (1) The relevant agreement with the Business Partner shall enter into force either immediately after the signing of a relevant contract or upon provision of the service at the latest, and shall be concluded for an indefinite period of time.
- (2) Unless otherwise agreed, the agreement may be terminated by both parties by registered letter by giving three months' notice at the end of each calendar quarter. A certain minimum contract term may be agreed on a case-by-case basis.
- (3) This shall not affect the right to immediately terminate the contract for good cause.
- (4) The provisions of § 8 (Copyright) and § 14 (Confidentiality) shall survive a termination of the contract.

§ 17 No Solicitation

- (1) During the term of the contract and for a term of 12 months thereafter, the Business Partner undertakes not to employ and/or solicit, whether directly or indirectly, any employees or other third parties commissioned by SolveDirect for the provision of services.
- (2) In case of any breach of paragraph 1, the Business Partner undertakes to pay to SolveDirect a no-fault penalty in the amount of the relevant employee's annual gross salary, which penalty cannot be reduced by court order. This shall not affect the right to assert any further damage.

§ 18 Final Provisions

- (1) This contract shall be governed by and construed in accordance with Austrian law, to the exclusion of the UN Sales Convention. All disputes arising out of or in connection with this contract shall be referred to the court in Vienna having jurisdiction in commercial matters.
- (2) We may amend these Terms at any time. We will report any amendments and the contemplated entry into effect of such amendments in writing to our Business Partners at least one month prior to the contemplated entry into effect of the amended Terms. The Business Partner may object to the amendments. Unless he raises his objection until the contemplated entry into effect, the amended Terms shall become effective as of the disclosed date.
- (3) Any amendment of and modification to these Terms as well as any other agreements shall be valid only if confirmed by us in writing. Any amendments and modifications agreed after the conclusion of the contract shall be confirmed by us in writing.
- (4) If any term hereof is invalid or unenforceable, this shall not affect the validity of the remaining terms hereof. The invalid or unenforceable term shall be replaced by a term that closest reflects the economic result of the invalid term.