

General Terms of Business (as of March 21st 2013)

1. Offer and Acceptance

- 1.1 FAST Forward AG delivers its products and software exclusively according to the following terms and conditions. These terms and conditions automatically form part of the contract between FAST Forward AG and the customer. The customer's terms and conditions do not apply to such a contract, even if FAST Forward AG does not specifically object to them.
- 1.2 All offers are subject to change and are not binding. Any changes or additions to the terms of contract must be made in writing, as must any subsidiary agreements. Remittance of an invoice confirms the corresponding order.
- 1.3 Custom product descriptions and project objectives have to be formulated in writing and signed.

2. Prices

Prices are ex stock, and exclude packaging and shipping costs. The applicable price is quoted in the order confirmation plus the appropriate rate of value added tax. In the case of export shipment, the customer is responsible for settling any customs duties, fees and other export charges that may be due. Orders that do not contain fixed prices will be executed at the list prices valid on the day of order acceptance.

3. Grant of License

- 3.1 The customer is granted a simple, non-exclusive license to use standard software in the normal course of business. Duplication of software is strictly prohibited, except for backup purposes. Reverse Engineering and decompilation of the software provided is generally prohibited unless otherwise allowed by law. Sale or transfer of software to third parties has to be communicated in writing to FAST Forward AG. Use of software in networks requires the acquisition and use of a special license.
- 3.2 In the case of media that contain multiple programmes, the customer is only allowed to use the software or modules for which a license has been granted. The customer agrees to abide by all additional conditions of use as stated on electronic media and accompanying materials.
- 3.3 The customer agrees to inform FAST Forward AG immediately in the case of infringement of industrial property rights by third parties. FAST Forward AG is authorized to defend the customer in a court of law at its own expense.
- 3.4 Unless otherwise agreed in writing, all copyright and rights of use of custom software and other goods and services remain with FAST Forward AG.
- 3.5 By using the product, the customer automatically agrees to be bound by the applicable licensing and safeguard provisions.

4. Terms of Payment

- 4.1 Payment is due in full within 14 days of the date of invoice. FAST Forward AG reserves the right to demand advance payment or early settlement.
- 4.2 In the case of delayed payment, FAST Forward AG is authorised to charge interest at a rate of 8% above the currently valid base lending rate of the German Federal Bank (Basiszinssatz) and reserves the right to make further claims if necessary.
- 4.3 Offsetting of costs or retention of payment on the part of the customer is only allowed if this has been agreed or if the customer's right to do so has been determined by final court decision.
- 4.4 If the customer defaults on a payment, all outstanding payments to FAST Forward AG become immediately due.

5. Delivery

- 5.1 Delivery is made ex works according to EXW Incoterms 2010. Any specific deadlines or delivery dates given by FAST Forward AG are only binding if specifically referred to as fixed dates.
- 5.2 Delivery and service provision deadlines shall be extended within reason in the case of force majeure and any other circumstances that are not the liability of FAST Forward AG but which affect the delivery of the agreed products or services, especially if strikes affect FAST Forward AG's suppliers or their suppliers.
- 5.3 FAST Forward AG is entitled to make partial deliveries.
- 5.4 In the case of delivery to foreign countries, the customer has to provide all necessary import/export documentation required by FAST Forward AG.
- 5.5 In the case of delayed acceptance of delivery, FAST Forward AG is entitled to charge storage fees of 0.5% of the sum of the corresponding invoice for each month or part thereof.

6. Delivery of Test Products and Demo Versions

All hardware, software, media and documentation delivered to the customer for test purposes remain the property of FAST Forward AG and may only be used in accordance with specific agreements made with FAST Forward AG. All such items are to be treated with reasonable care and returned to FAST Forward AG on demand. In the case of free test installations and demo versions, FAST Forward AG is only liable in case of intent. The technical limitations of demo items may not be disabled or otherwise circumvented.

7. Services

- 7.1 Unless a fixed price is agreed in advance, services will be charged according to the price list valid at the time of order acceptance.
- 7.2 Changes to an order invalidate any agreed deadlines, unless otherwise agreed.
- 7.3 Disclosure requires written confirmation.

8. Retention of Ownership

- 8.1 FAST Forward AG retains ownership of all merchandise supplied until all due payments have been made. If the customer is a merchant according to the terms of German public law, FAST Forward AG retains ownership of all merchandise supplied until such time as all claims arising from the business relationship have been settled; this clause is also valid when individual or all claims made by FAST Forward AG are part of a revolving account and the balance of such account has been agreed and accepted.
- 8.2 FAST Forward AG is entitled to salvage any merchandise it still owns and to use the proceeds of disposal of the merchandise to settle any open accounts.
- 8.3 The customer agrees to treat merchandise still owned FAST Forward AG with appropriate care and to insure it at his own expense against the effects of fire, water damage, theft and any other potential sources of damage. By accepting this agreement, the customer agrees to assign his rights to any claims made under the

auspices of such insurance contracts to FAST Forward AG. FAST Forward AG accepts this assignment of rights.

- 8.4 At this point, the customer already assigns the potential proceeds from the sale of the merchandise to FAST Forward AG and is permitted on a revocable basis to collect such proceeds. The customer has to disclose the assigned claims and the name of the related debtor to FAST Forward AG on demand. FAST Forward AG is entitled to disclose this assignment of rights to the customer's debtor.
- 8.5 Any further processing or reworking of merchandise delivered by FAST Forward AG is performed on behalf of FAST Forward AG. FAST Forward AG hereby acquires ownership equivalent to the current market value of the retained goods prior to reworking.
- 8.6 If merchandise supplied by FAST Forward AG is used in combination with other merchandise, FAST Forward AG acquires the co-ownership of the new article to the value of the retained goods in relation to the value of the other combined items at the time of reworking.
- 8.7 If the customer is in breach of contract – especially in the case of non-payment or if non-payment is anticipated - FAST Forward AG is entitled to have the retained goods returned at the customer's expense or to demand assignment of any right of return the customer may have against third parties. This right persists, even if any other claims have lapsed.
- 8.8 In the event that FAST Forward AG has to retrieve merchandise according to the stipulations of paragraph 8.7 above, the customer has to allow FAST Forward AG's authorized staff entry to its premises during normal office hours, even if the retrieval takes place unannounced.
- 8.9 Exercise of the right of retrieval under the terms of retention of ownership shall not be deemed as withdrawal from the contract.
- 8.10 The retention of ownership is relinquished on requirement by the customer if the protection value exceeds the claims to be protected by more than 20 per cent.

9. Warranty

- 9.1 FAST Forward AG will repair or replace defective products. In such cases, the customer will return the merchandise to the postal address named by FAST Forward AG after receipt of an RMA number generated by FAST Forward AG.
- 9.2 Repair of defective merchandise must be applied for in writing and must contain a detailed description of the defects that are to be remedied. Once such a notice of defect has been received, FAST Forward AG will determine at its own discretion whether to assist the customer in repairing the merchandise or take other suitable actions, such as the provision of additional software or data that will help to resolve the problem.
- 9.3 Provided that FAST Forward AG undertakes the repair or replacement measures described above, and in the case that these have not proved unsuccessful, the customer has no right to refuse payment or to rescind the contract with FAST Forward AG.
- 9.4 There is no warranty for products that have been used or altered in ways that are not in accordance with FAST Forward AG's specifications. Otherwise, if the customer is a merchant according to the terms of German public law, claims regarding defective products lapse after a period of one year according to paragraph 437 of the German civil code (BGB), provided that the merchandise is a new product that has not been used in accordance with its normal use as part of a building.

10. Liability

- 10.1 The liability of FAST Forward AG to indemnify damages caused by default is limited by these regulations, irrespective of the legal basis on which such claims are made.
- 10.2 FAST Forward AG is not liable in cases of simple negligence on the part of its organisational bodies, legal representatives or other agents.
- 10.3 FAST Forward AG is not liable in case of gross negligence on the part of its executive officers or other agents, as long as this negligence does not represent a breach of material contractual obligations. Material contractual obligations are the timely delivery of non-defective merchandise and the duty of advice, of protection and of care in order to protect the life, health or property of the customer, his staff or third parties against any serious damages.
- 10.4 In the case of liability due to breach of material contractual obligations, FAST Forward AG is solely liable for damages that could be reasonably assumed to be the result of a breach of contract and which could be foreseen by FAST Forward AG at the time the contract was concluded, or which FAST Forward AG should have foreseen by exercising reasonable due care. Furthermore, in the case of loss of data, FAST Forward AG is only liable for damages that arise or would arise if the customer performs or has performed data backup at appropriate intervals.
- 10.5 All limitations of liability detailed above are equally valid for the organisational bodies, legal representatives, employees and other agents of FAST Forward AG.
- 10.6 The limitations detailed here are not valid if FAST Forward AG is liable due to wilful intent, or for guaranteed product specifications, damage to life, body or health, or claims based on product liability law.

11. Export Regulations and Product Approval

Products manufactured and sold by FAST Forward AG are subject to some of the terms of export regulations stipulated by the USA and the Federal Republic of Germany. The customer agrees to respect these regulations.

12. General

- 12.1 These terms of business remain valid, even if individual terms become invalid for any reason. Invalid terms are to be replaced by terms that ensure the best possible adherence to the original commercial intention of the contract.
- 12.2 Changes to these terms of business and alterations to confirmed orders are to be made in writing.
- 12.3 If the customer is a merchant according to the terms of German public law or does not habitually reside in the Federal Republic of Germany, the place of fulfilment and the sole court of jurisdiction is Stendal.