



**INSTITUT
FÜR SYSTEM-
MANAGEMENT
GmbH**

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General terms of business (GTB)

§1 General facts, area of validity

All contracts of iSM are based on the following terms of business. Our terms of business are valid exclusively. We don't accept any differing conditions or contrary to this. These terms of business are also valid to all business relations in future even if they have been not particularly arranged once again.

§2 Contract

A legally binding contract is made by written confirmation of iSM that includes these (general terms of business) GTB. Confirmation may be done by email or by invoice. The agreement ends, if certain practice work has to be done with finishing it. The extend of the performance ensues from the confirmation of the order as well as from the facts referring to this in the contract.

§3 Software license

The license contract on which software products of iSM are based (iSM final user – license contract – software product license) was given to the customer's information before setting the order. By acquisition of the software product – the customer accepts the items of the license contract without any restrictions. Only after paying the commit-payment operation of software is allowed to be started. The customer's right to use is at a standstill if he is in default with the commit-payment of the licensed version.

§4 Individual programming

The following rules refer to the creation of special software products which are required by customers as well as modifications or extensions of existing software products.

In case it is not the matter of software creations of iSM that is to be modified the client exempts not of any claims of third institutes or persons.

In particular he has to observe the terms of license of the software creation that is to be modified and to inform no of peculiarities or restrictions before ordering.

As far as the requirements of the customer don't ensure from the description of the project iSM will detail it by the helps of the customer and create a list of duties for approval. This is the binding basis for further work.

After delivery, installation or supply of the created software the customer will control the achievements right away and declare acceptance. The acceptance is valid after 4 weeks after delivery, if the customer doesn't reject delivery on a profound reason. Delivery can only be refused generally if the customer cannot use the product in the way it is described in the list of duties. The achievements then produced evidence according to the contract, if they correspond to all essential items of the list of duties.

If delivery happens under reservation iSM is to be given information the deviations.

iSM is bound to eliminate the complaints within at once appropriate time. Delivery under sanctions doesn't legitimate to refuse payment.

§5 Prices and terms of payment

All offers are without engagement. The agreed price doesn't include modifications of delivered software products. These are invoiced separately. This is also valid for the support that is achieved after implementation if not agreed otherwise. iSM is ready to support the contract partner with implementation, configuration or adoption of software products. These achievements are arranged separately and are accounted after the respectively valid price list of iSM.

Invoiced are delivered via email or posted. Payment is due 30 days after issuing the invoice without deduction, unless there are set other conditions in the invoice. In the case of default iSM is entitled to charge interests of 5% above the respective basic interest rate of the German Federal Bank according to the Discount-Rate-Transference Act per month, which are to be paid right away after request for payment.

Additional to that is to substitute all further expenses like legal expenses, court expenses and orders of collection enterprises. iSM is entitled to delegate claims to third persons.

At long lasting default the committed usage license (software-license contract §1) is at a standstill. Does the customer continue to use the software product he offends against the terms of license and is committed to pay a penalty of an amount of 3 times (of) the license fee.

If the offences continue, every begun month within which the offence happens is valid for another offence. iSM is not committed to any further service before due payment of invoice amounts.

The right of detention or setting-off the licensee only exists with regard to those contrary claims, that are not denied or legally binding.

All prices are calculated without VAT.

§6 Liability, warranty

The 6month warranty time limit begins with delivery or supplying in download center of the software product. Product faults can clear by iSM within a reasonable time. Precondition for the right to error correction is, that an error is repeatable. iSM isn't liable, if signatory takes the responsibility for arising of this error himself. This aims particularly, if instructions of a concomitant document doesn't observe or recommended safeguarding methods not or insufficient are made or signatory applies differing system requirements in hard- and software contrary to technical specifications of iSM.

iSM may demand for salary of effort, if iSM made actions based on an error message without customer have been proven a program error. At modifications of parts of a software package, not made by iSM the warranty claim expires. Liability and claims limited to order value (contract price).

Please note particular clauses of warranty of our software license contract.

§7 Infringing of copyrights and trademark rights

iSM indemnify customer from legal determined payment obligation, whose reason is the suggested violation against German copyright or commercial trademark of from iSM delivered software. Precondition is, that customer notify iSM about all lodged claims and following legal proceedings against him, give iSM the competence for independently beginning and ending lawsuit and adequately provide iSM.

If copyrights and trademark rights asserted by a third person, iSM has the choice for

- redressing customer use software furthermore
- exchanging or modifying software in a kind, that copyright and trademark rights no more existent or
- if preceding methods for iSM not possible in economical appropriate manner, taking back software to invoice due less appropriate due for effected using.

iSM isn't liable, if customer have been caused violation of copyrights and trademark rights contrary to contract. Furthermore claims against iSM do not exist.

iSM reserved to himself, take actions against violator of copyrights and trademark rights. Customer inform iSM immediate about such violation of copy- and trademark rights. He will assist iSM by proceeding against violator in an appropriate manner.

§8 Data protection

If individual-related data (personal data) proceeded or used, applies the following:

Customer is liable for legality of data propagation to iSM.

iSM will use and proceed the individual-related data of customer exclusively at his disposition and for his purposes. iSM will safeguard this data against abuse and loss and will take technical and organizational measures, which conform to requirements of federal data protection act (Bundesdatenschutzgesetz BDSG).

Performance sub worker, which are charged with proceeding of personal data are committed to confidentiality how section 5 of federal data protection act.

iSM will order sub contractors only after previous approval of customer in written form.

Contract partners will inform each other immediately about determined or supposed failings about data protection and data saving as well as help by elimination of failings.

§9 Secrecy

The iSM and licensee are pledge oneself to keep all information in confidence, which stand in combination with contract realization as well as to confidentially handle all over given documents and not relay to third persons. To secrecy don't subject documents or information, which demonstrable public well-known, which was developed or created independent from respectively other contract partner or which the other contract partner already known.

§10 Final clause

Subsidiary agreements are only legally binding, if they confirmed by iSM in written form. This is valid in the same manner for cancellation of requirement of (the) written form. For placed contracts, based to this general terms of business and following claims in whatever kind is exclusively valid the Law of the Federal Republic of Germany.

Place of jurisdiction is Rostock.

The invalidity of any provisions of the Contract shall not impair the validity of any other provisions. Invalid provision is to replaced by a regulation, which have had been made both partners, if invalidity have been well-known. The same is valid for incompleteness.

Status quo: 01/02/2006