

Framework Agreement

for the Certification of the Q-DAS[®] ASCII Transfer Format

The following agreement is made between

Q-DAS[®] Inc.
2582 Product Drive
Rochester Hills, MI 48309
USA

- hereinafter Q-DAS[®] -

and

- hereinafter Principal -

Preamble

The Principal has developed an export interface in the Q-DAS[®] ASCII transfer format for his software system. The Principal would like Q-DAS[®] to check, evaluate and certify its conformity according to the documentation of this format.

As the creator and party responsible for this data format, Q-DAS[®] has the necessary knowledge and experience to test, evaluate and certify this data format.

This framework agreement governs the principles of the cooperation between the Contract partners including for future individual or subsequent certification orders.

Section 1

Subject of the Agreement

1. The Principal instructs Q-DAS[®], to check the conformity of the export interface developed by him for his software system with the Q-DAS[®] ASCII transfer format and whether the data format used by the Principal satisfies the requirements of the Q-DAS[®] ASCII transfer format.
2. Q-DAS[®] undertakes to issue to the Principal, in connection with the order placed, the Q-DAS[®] certificate for the data fields and structures to be tested if Q-DAS[®] confirms their conformity according to the documentation for this format. The Principal is entitled to use this certificate in business transactions.
3. The Q-DAS[®] ASCII transfer data format is extremely flexible and extensive. The Principal is not obliged to have all the data fields and structures checked. The Principal decides which data fields he would like certified. Q-DAS[®] only confirms in the certificate to be issued the existence of a field selected by the Principal and checks their formats for conformity. Any data fields added in the period or additions wanted by the Principal can be dealt with at a later date and have to be requested separately.

Section 2

Scope of the Order

1. The scope of the test to be performed by Q-DAS[®] (data fields, structures, etc.) and the scope of the certification are determined by the Principal.
2. To do this the Principal receives a form from Q-DAS[®] with a list of the data fields supported at the moment in the Q-DAS[®] ASCII transfer format. On this form, the Principal indicates the fields he wants and sends the completed form and the data records – the latter on an electronic medium (diskette or CD) or by e-mail – to Q-DAS[®]. The fields identified by the Principal on the form determine the scope of the order and certification.

3. On this form, the Principal gives the product name of the software used by him, the release number and any other information necessary to clearly identify the product which the Q-DAS[®] ASCII transfer format generates in his software system.
4. If the certification is to include a test for recording additional data in the Principal's system, the Principal will provide additional documentation which describes in sufficient detail the behavior of the software system (for example documentation of the interface, screen shots).
5. The Principal guarantees that in the case of new program versions of the software used by him, the export interface remains untouched in the ASCII transfer format.
6. The instruction to Q-DAS[®] does not relate to checking individual field contents with regard to different requirements of third parties which are not an integral part of the Q-DAS[®] specifications of the ASCII transfer format.

Section 3

Testing by Q-DAS[®]

1. Q-DAS[®] downloads the data records that are the subject of the order and provided according to Section 2 into qs-STAT[®] and checks the correct allocation of code fields and the data format. The content is checked (check for completeness and field relationships) and a syntactic check is made (grammar check). Only data records that correspond to the format of the Q-DAS[®] ASCII transfer format and the documentation of this format receive confirmation of conformity.
2. A test of the additional data input into the system of the Principal will be carried out based on the documentation made available, and includes among others the input masks and dialogs, the integration of the Q-DAS[®] catalogs for additional data fields as well as the identification of incorrect and implausible data.
3. If the behavior of the writing system cannot be tested to the required extent, a test of the installed system provided by the Principal must be carried out. This could be done either at Q-DAS or on site. In case of external appointments additional cost occurs.

Section 4

Issuing and Use of Certificates

1. Q-DAS[®] is obliged, if the conformity conditions according to Section 3 exist, to issue the certificate for the data records tested and found to be compliant. The date on the certificate represents the start of the period of validity of the certificate at the same time.

2. The certificate contains the precise product reference (name and release number) and refers to an annex that documents all the fields tested and therefore the scope of the certification.
3. The Principal may refer to the certificate and use this for advertising its export interface when payment for the services of Q-DAS[®] has been made. However, he must make sure that this does not create the impression that the export interface is a Q-DAS[®] product and that the content of the certificate is reproduced correctly.

Section 5

Non-issuing of the Certificate

1. If, after conducting the certification audit, the conditions for certification still do not exist, Q-DAS[®] cannot issue the certificate. In these cases, Q-DAS[®] gives the Principal an opportunity to correct incorrectly supported data fields within a reasonable period. Q-DAS[®] checks all the data fields selected and corrected by the Principal once more. If, after this check, the certification conditions are still not met, Q-DAS[®] will not issue a certificate.
2. Q-DAS[®] will only repeat the tests when a new order has been placed.

Section 6

Prices

1. Q-DAS[®] charges the payment shown in the price list valid at the time of the order for conducting the audit for the certification scope required. The services included are also listed on the price list.
2. An extension of the certification scope, additional advice and support have to be ordered separately and are charged according to the work involved as indicated in the Q-DAS[®] price list in force at the time of the (additional) order.
3. The Contract partners agree that the price list which Q-DAS[®] has published on the Internet Homepage www.q-das.de/datenformat.htm at the time of the order / additional order applies.

Section 7

Conditions of Payment

1. Q-DAS[®] invoices 50% of the agreed payment after this framework agreement has been signed. Q-DAS[®] invoices the remaining payment on delivery of the certificate or notification of the Principal that the certificate cannot be issued.
2. If payment is agreed upon on a time basis, Q-DAS[®] will invoice the basic lump-sum in full after conclusion of this framework agreement. Q-DAS[®] will invoice the rest of the payment based on a time sheet and will send the certificate or will inform the Principal that the certificate cannot be issued.
3. Amounts invoiced are payable immediately without any deduction.
4. Q-DAS[®] is only obliged to perform services agreed in this Contract if the Principal has fulfilled his payment obligations vis-à-vis Q-DAS[®].

Section 8

Other Rights and Obligations of Q-DAS

1. Q-DAS[®] publishes the issued certificates on the website http://www.q-das.de/zertifizierte_firmen.htm. In addition, the certificates will be made available for download in a PDF-file.
2. The compatibility of the certified data fields with new program versions from Q-DAS[®] is guaranteed. If a data field changes, Q-DAS[®] will inform the Principal. The new certificate for the data fields that have been changed by Q-DAS[®] will not be charged.
3. Additions of new data fields to the data format are published. Q-DAS[®] will also certify these new data fields if the Principal places a separate order for this purpose.

Section 9

Other Rights and Obligations of the Principal

The Principal is responsible for ensuring that he gives Q-DAS[®] all the information necessary for performing the Contract and that it is true, complete and correct.

Section 10

Dealing with Defects

1. If, in spite of certification, errors occur with the allocation of the selected fields and their format, both partners need to act. In this case, the Contract partners will agree jointly on the measures needed to remedy the errors.
2. If Q-DAS[®] is responsible for the error, Q-DAS[®] must remedy it free of charge. All other claims are excluded unless the fault is due to wilful intent or gross negligence on the part of Q-DAS[®].
3. If the Principal is responsible for the error, the Principal is obliged to analyse and remedy it. Services by Q-DAS[®] that are performed as part of the test and trouble-shooting, must be paid by the Principal according to the payment rates of the current price list of Q-DAS[®] in force (Section 6 para. 2 and 3).

Section 11

Confidentiality

1. Both contract partners are obliged to treat the knowledge and information made accessible to them under this Agreement in confidence and not make it accessible to third parties. The use of all the knowledge, documents and information is limited solely to use in connection with this agreement.
2. This confidentiality obligation continues beyond the end of this framework agreement.

Section 12

Life and Termination

1. Signature of this Agreement by one of the parties represents an offer of signature to the other contract partner, which can only be accepted by counter-signature and return within one month from the date of signature by the other contract partner.
2. This agreement comes into force with the timely signature by both contract partners and timely return to the other contract partner.
3. This framework agreement is signed for an indefinite period. It can be terminated by the Principal at the end of a month subject to one month's notice. Termination by the Principal after the certification audit has started is excluded until it has been completed.
4. If the Principal terminates the Agreement, Q-DAS[®] is entitled to the agreed prices or the prices according to the current valid price list (Section 6). For service parts not yet per-

formed at the time when the termination takes effect, Q-DAS[®] may claim a lump sum compensation of 30% of the payment charged according to the valid price list for the services not to be performed; VAT is not payable on this claim. It is up to the Principal to prove that Q-DAS[®] has suffered no damage or damage that is less than the lump sum compensation. The lump sum compensation cannot be claimed if Q-DAS[®] is responsible for the termination by the contract partner.

5. Q-DAS[®] can only terminate the Agreement for an important reason. Important reasons are in particular – but not exclusively – payment of the amount due to Q-DAS[®] not on time, infringement of the confidentiality obligation, untrue information or abuse of the certificate or use contrary to the Contract.
6. If Q-DAS[®] terminates the agreement for an important reason, the Principal is obliged to compensate Q-DAS[®] for all the damage suffered by Q-DAS[®] as a result of premature termination of the Contract, but at least 30% of the order amount (lump sum compensation) less the VAT. If Q-DAS[®] claims the above-mentioned lump sum compensation, it is up to the Principal to prove that Q-DAS[®] has not suffered any damage or only damage that is less than the lump sum compensation.

Section 13

Liability

1. If certain properties have been expressly guaranteed in writing in this Contract, Q-DAS[®] is liable for the absence of these guaranteed properties. Q-DAS[®] is only liable for consequential damages arising from the lack of such properties if they are covered by the purpose of the property guarantee. The liability in this respect is limited to typical, foreseeable damage. Liability for atypical or unforeseeable damage is excluded.
2. Q-DAS[®] is liable for incapacity only if essential contractual obligations are infringed. The liability in this respect is limited to typical foreseeable damage. Liability for atypical or unforeseeable damage is excluded.
3. For claims arising from delay and impossibility, Q-DAS[®] is liable, in terms of reason and amount, if its legal representatives or management employees are guilty of wilful intent or gross negligence. In addition, Q-DAS[®] is only liable for claims arising from delay and impossibility in terms of reason in the event of a culpable infringement of essential contractual obligations and outside essential contractual obligations, in terms of reason, also for gross negligence of simple agents, unless Q-DAS[®] can exempt itself by virtue of commercial usage. In the cases of Section 13 para. 3 sentence 2, in terms of amount, it is only liable for compensation for typical foreseeable damage; however, in these cases, the claim for compensation is limited to the amount which the insurer of Q-DAS[®] has to pay in respect of his claim. If the insurer is not subrogated, any compensation for damage is limited in terms of amount to five times the nett order amount. Liability for atypical or unforeseeable damage is excluded.
4. For any claims arising from negligence-related liability, Q-DAS[®] is liable in terms of reason and full amount for its own wilful intent and gross negligence; the same applies to legal representatives and management employees. In addition, Q-DAS[®] is only liable in

terms of reason in the event of culpable infringement of essential contractual obligations; outside essential contractual obligations, in terms of reason, it is also liable for gross negligence of simple agents unless Q-DAS[®] can exempt itself from this by virtue of commercial usage; in the cases of Section 13 para. 4 sentence 2, in terms of amount, it is only liable for compensation of typical foreseeable damage. However, in these cases, compensation for damage is limited to the amount which the insurer has to pay Q-DAS[®] in respect of this claim. Liability for atypical or unforeseeable damage is excluded.

5. Q-DAS[®] is not liable for damage that could have been avoided through correct data back-up insofar as Q-DAS[®] has clarified the need and scope of data back-up.
6. Q-DAS[®] is not liable beyond the scope described above.

Section 14

Final Provisions

1. In addition to the arrangements of this framework agreement, the valid version of the General Terms of Business published on the Internet website of Q-DAS[®] (www.q-das.de) also applies.
2. If this Contract or individual clauses are or become completely or partly ineffective, the validity of the Contract is otherwise not affected. Instead of the ineffective arrangement, an arrangement that best reflects the economic aim and purpose of the ineffective clause(s) is deemed to be agreed between the contract partners.
3. This Contract and its annex(es) contain all the agreements that the contract partners have made. There are no secondary agreements. Changes and additions to this Contract and also any cancellation must be in writing. The written form requirement can only be set aside by written agreement.

Section 15 Place of Jurisdiction

1. The law of the State of Michigan applies exclusively.
2. Any disputes that occur between the contract partners should be settled amicably in the first instance.
3. The place of performance and jurisdiction for all rights and claims arising from the Contract is Rochester Hills, Michigan (USA). This agreement on the place of jurisdiction and place of performance only applies in respect of merchants, bodies corporate according to public law or separate assets according to public law and contract parties who move their domicile or usual place of residence out of the Federal Republic of Germany after the Contract has been signed or whose domicile or usual place of residence is not known at the time when the suit is filed.

Rochester Hills, MI, 2007-01-29

....., date

Thomas Stewart
Q-DAS[®] Inc.

Principal
Stamp and legally binding signature