



Section 1 Subject of the Contract

The subject of the Contract is the Q-DAS[®] Statistical Server specified in more detail below and also its options. The Contract also specifies under which operating systems the Q-DAS[®] Statistical Server can be used.

The Q-DAS[®] Statistical Server is a program in the form of a black box. This is supplied to the Contract partner in compiled form. The Q-DAS[®] Statistical Server can be addressed by a client application via an interface defined and documented by Q-DAS[®] (COM/DCOM). To do this, the application transmits data in the Q-DAS[®] ASCII transfer format as well as required commands to the Q-DAS[®] Statistical Server. The Q-DAS[®] Statistical Server processes the request and provides the results via the interface.

The Contract is signed between Q-DAS[®] and the Contract partner, who integrates the Q-DAS[®] Statistical Server into his own software (application) and retails his own application including the Q-DAS[®] Statistical Server to an end customer. Usually, the end user communicates with the Q-DAS[®] Statistical Server with clients through the application or a portal. The client can also be part of the application itself (see Figure 1).

The client or the application will be made available to the end user by the Contract partner as an executable program. This case is called a direct client connection. The client or the application may not be - or communicate with - a web-browser or web-application.

In case of a web-based access of the Q-DAS[®] Statistical Server, the end user accesses a portal via a web-browser. This portal communicates with the Q-DAS[®] Statistical Server through an application. This case is called a portal connection.

Therefore, we differentiate between a client connection and a portal (server) connection for the communication between the Q-DAS[®] Statistical Server and the application. The application “informs” the Q-DAS[®] Statistical Server which kind of connection will be used for each communication.

For a client connection, the application of the Contract partner has to register a uniquely identified end user/user with the Q-DAS[®] Statistical Server for a minimum time period which is defined by Q-DAS[®]. If the same end user/user is logged in again during this time period, the defined time period is extended accordingly. Depending on the licensing, multiple end users can be logged in to the Q-DAS[®] Statistical Server simultaneously. The conditions as described above are valid for each login.

For a portal connection, multiple end users/users (web-based) can communicate with the Q-DAS[®] Statistical Server at the same time. The end users/users are not known to the Q-DAS[®] Statistical Server in this case. In case of a portal connection, it is also possible to use an automated system instead of the portal that communicates with the Q-DAS[®] Statistical Server and processes or distributes the results further within the own application.

For performance reasons, only a limited number of clients or portal connection to the Q-DAS[®] Statistical Server can be opened simultaneously. For this reason the Contract partner has the possibility to purchase and install several Q-DAS[®] Statistical Servers. In such a case, the application of the Contract partner will decide which clients (end user) or portal connections will be actually connected to which Q-DAS[®] Statistical Server (load balancing). The conditions described above regarding the distinctness of the connections apply to all similar cases.

Application possibilities are specified in paragraph 2 and in the corresponding licensing in paragraph 4.



Other products or services of Q-DAS[®], such as program adaptations, updates, training and books, etc., are not the subject of this Contract.

Section 2 Aim of the Contract

Before signing the Contract, the Contract partner has supplied extensive information on his product range and clientele in connection with which he wants to use the Q-DAS[®] Statistical Server to Q-DAS[®]. This information forms the basis for the application possibility and the corresponding licensing (see paragraph 4). The Contract partner must notify Q-DAS[®] immediately if the product range or clientele changes during the life of the Contract.

The Contract partner buys and sells the Q-DAS[®] Statistical Server in his own name and for his own account. The integrated Q-DAS[®] Statistical Server is sold exclusively together with his own software/application (section 1). The Q-DAS[®] Statistical Server may not be sold independently. The Contract partner must guarantee that the server will be provided exclusively in his application and not made accessible to third parties.

The Contract partner is entitled to integrate the Q-DAS[®] Statistical Server – without changing it – into his own software and to sell it on as integrated software. The Contract partner must refer to the Q-DAS[®] Statistical Server as Q-DAS[®] software. The Q-DAS[®] Statistical Server is used by the Contract partner's customer (End Customer) as an integral part of the Contract partner's software. The licence and the licence fee payable (see Section 4) are based on the number of client connections or portal connections used by the End Customer (s. section 1).

Q-DAS[®] differentiates between the following application possibilities (see Figure 1):

Model 1: Stand-alone Licensing

Stand-alone licensing (paragraph 4): The Contract partner must inform Q-DAS[®] of the number of applications with the integrated Q-DAS[®] Statistical Server(s) as well as the used modules before delivery to his end customer. Here after Q-DAS will license the Q-DAS[®] Statistical Server to be installed for the end customer.

Model 2: Concurrent Licensing or Portal Licensing

Concurrent Licensing (paragraph 4): The Contract partner must inform Q-DAS[®] of the used modules as well as the location and maximum number of clients or portal connections that are going to communicate simultaneously with the Q-DAS[®] Statistical Server(s) before delivery to the final customer. Here after Q-DAS[®] will license to Q-DAS[®] Statistical Server(s) for the corresponding end customer.

The Q-DAS[®] Statistical Server will be licensed only after the Contract partner has met all the above requirements. Based the information supplied, Q-DAS[®] will issue the invoice to the Contract partner and provide the Q-DAS[®] Statistical Server(s).

The Contract partner is not entitled to represent Q-DAS[®] in legal transactions.



Section 3 Cooperation

Q-DAS[®] provides the Contract partner with an appropriate volume of advertising materials on request. These materials remain the property of Q-DAS[®].

After conclusion of the contract Q-DAS[®] provides the Contract partner with a version of the Q-DAS[®] Statistical Server licensed only to him for demonstration purposes and for the integration of his software. This version may not be sold on and must be returned to Q-DAS[®] when the Contract expires. It may only be made available to sub-contractors for demonstration purposes as an integrated component of the Contract partner's software and subject to the prior written consent of Q-DAS[®].

Q-DAS[®] undertakes to support the Contract partner in the accommodation of individual customer requirements for the fee specified in the relevant price list. The customer's requirements must be specified in writing for this purpose. Q-DAS[®] prepares a quotation with delivery promises. After receipt of the order, the customer's requirements will be realised according to the specifications.

Section 4 Licensing

Q-DAS[®] differentiates between two licensing models depending on application possibilities as in paragraph 2 (see picture 1):


Model 1: Stand-alone Licensing

In case of the stand-alone licensing the Q-DAS[®] Statistical Server is permanently connected to an application of the Contract partner, i.e. both the application (possibly including one client) as well as the Q-DAS[®] Statistical Server run on the same computer system. Each system sold to an end customer will be licensed individually for the Contract partner. The price payable for this is given in the Q-DAS[®] price list valid at the time of delivery to the Contract partner. The Q-DAS[®] Statistical Server may only be used in connection with a single application. This application may not be or communicate with a web-application.

Model 2: Concurrent Licensing and Portal Licensing

In case of the Concurrent licensing the Q-DAS[®] Statistical Server is licensed specifically to one end customer. Each Q-DAS[®] Statistical Server license may be installed only one time at the end customer. The access will be as described in paragraph 1. In this case, the end customer has to pay the license fee once per installation of the purchased Q-DAS[®] Statistical Server. The Contract partner is not allowed to install at the end customer before receiving valid licensing by Q-DAS[®]. The price payable for this is given in the Q-DAS[®] price list valid at the time of delivery to the Contract partner.

Irrespective of the licence model chosen, the Contract partner has to sign a maintenance agreement with Q-DAS[®] for his Q-DAS[®] Statistical Server purchased for demonstration purposes and software integration on the basis of “Software Maintenance and Support Conditions for telephone support“ of Q-DAS[®] in order to guarantee the continuous upgrading and compatibility of the Statistical Server. The Contract partner is allowed to conclude a maintenance contract with his end customer based on the same basis. This will give the end customer right to the current version

| | | |
|---|---|---|
|  | <p style="text-align: center;">Licence Conditions for the “Q-DAS[®] Statistical Server” for retailers</p> | <p style="text-align: center;">2006-12-01 4 of 9</p> |
|---|---|---|

of the Q-DAS[®] Statistical Server. As an alternative, the end customer can also conclude a maintenance contract for the Q-DAS[®] Statistical Server directly with Q-DAS[®].

Section 5 Prices and conditions of payment – relationship with third parties (End Customers)

1. The Contract partner is free to formulate his prices and conditions in respect of third parties and End Customers.
2. However, the Contract partner is obliged to ensure for each transaction with End Customers that the valid version of the “General Conditions of Use for Software Products“ of Q-DAS[®] are effectively agreed. In order to be able to check that these conditions are observed, the Contract partner is obliged to give Q-DAS[®] the name/company name and address of the End Customer before delivery.
3. Claims of Q-DAS[®] are payable immediately on invoice without deduction. Payments must be made to one of the accounts of Q-DAS[®] free of charge. If the Contract partner is in arrears with his payment obligations, Q-DAS[®] is entitled to charge interest at the rate of 8% above the relevant base interest rate for the portion of his receivables in arrears.
4. The Contract partner has no rights of offset or retention according to § 273 BGB unless the Contract partner’s claims are accepted or legally established.
5. Q-DAS[®] reserves title to all supplies, insofar as these are movables (data carriers, documentation, etc.), until payment in full of all present and future claims of Q-DAS[®], including all secondary claims arising from this Contract, has been made. The reservation of title of Q-DAS[®] lapses when these claims are settled in full.

Section 6 Direct transactions of Q-DAS[®]

The Contract is not exclusive and does not substantiate any claim of the Contract partner to a contractual territory. Q-DAS[®] is entitled, without limitation, to sell its software products itself or via third parties. The Contract partner is entitled to sell software products that compete with Q-DAS[®] products.

Section 7 Life of the Contract / Termination

1. The Contract is signed for an indefinite period. It can be terminated at the end of each calendar year subject to three months’ notice.
2. The right of each party to extraordinary termination, including without notice, for important reasons, is not affected. The following reasons in particular – but not exclusively – are deemed to be important:
 - a. a change in the ownership and/or management and corporate conditions of the Contract partner which had not been agreed with Q-DAS[®] beforehand;



- b. an infringement of the obligations covered by Sections 2, 4 and 5 by the Contract partner;
 - c. the resale of the Statistical Server supplied to the Contract partner for test purposes;
 - d. use of the Q-DAS® Statistical Server in a way that does not establish a clear identification between end customer and Q-DAS® Statistical Server, or where this identification is circumvented by misinformation;
 - e. use of the Q-DAS® Statistical Server where the connection type (client or portal connection) is communicated falsely to the Q-DAS® Statistical Server.
3. Termination must be served in writing; text transmission, fax, e-mail or similar forms of communication satisfy the written form requirement.

Section 8 Contractual penalty

If the Contract partner resells the Q-DAS® Statistical Server supplied to him for test purposes or infringes the obligations governed by Section 4, Section 5 or Section 12, or if he uses the Statistical Server for his own purposes, not covered by the Contract with Q-DAS®, or transfers the Statistical Server in any other way contrary to the Contract, the Contract partner hereby undertakes to pay Q-DAS® a contractual penalty of ten times the price of the Q-DAS® software affected by the infringement. The Q-DAS® price list valid at the time of the infringement is relevant for the price.

Section 9 Warranty claims

Q-DAS® guarantees that the Statistical Server is able to run under the agreed operating systems. Q-DAS® will make every effort, within a reasonable development time, also to provide the server on future or new operating systems (Windows-based). Q-DAS® will inform the Contract partner when this version is available.

The software guarantee is twelve months. Defects and faults discovered during this period will be remedied by Q-DAS®. The Contract partner is directly responsible for claims of third parties or End Customers arising from the Contract with the Contract partner. The period of limitation for claims of the Contract partner vis-à-vis Q-DAS® on account of defects starts when the Statistical Server is handed over to the Contract partner.

Q-DAS® does not guarantee that the function of the Statistical Server is guaranteed without interruption or that it is free from defects. Nor does Q-DAS® guarantee that the Statistical Server is compatible with future Q-DAS® products, products of the Contract partner or End Customers or with operating systems not specified, or on any hardware platforms.

The guarantee arrangements listed above are exclusive. No other agreements have been made.

Section 10 Liability - Limitation

1. In the event of any consequential damages, for whatever legal reason, Q-DAS® is only liable in the event of wilful intent or gross negligence, unless the claims result from a slightly negligent infringement of essential contractual obligations. In these cases, the liability is



- limited to the typical, foreseeable damage and to twice the licence fee without VAT at the most. 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 and to twice the licence fee, without VAT, at the most. Liability for atypical or unforeseeable damage is excluded.
 3. For claims arising from delay and impossibility, Q-DAS[®] is liable without limitation in terms of reason and amount if its legal representatives or managers are guilty of wilful intent or gross negligence. Also, in terms of reason, Q-DAS[®] is only liable for claims arising from delay and impossibility 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 cases of Section 10 para. 3 clause 2, Q-DAS[®] is only liable in terms of amount for compensation of the typical, foreseeable damage; however, in these cases, the compensation claim is limited to the amount that the insurer of Q-DAS[®] has to pay for this claim; if the insurer has no subrogation obligation, the claim is limited to € 25,000.00. Liability for atypical or unforeseeable damage is excluded.
 4. For any claims arising from culpability-based liability, Q-DAS[®] is liable in terms of reason and full amount in the event of its own wilful intent and own gross negligence; the same applies to legal representatives and management employees. Also, in terms of reason, Q-DAS[®] is only liable for culpable infringement of essential contractual obligations; outside essential contractual obligations it is also liable in terms of reason for gross negligence of simple agents, unless Q-DAS[®] can exempt itself from this by virtue of commercial usage. In cases of Section 10 paragraph 3 clause 2, Q-DAS[®] is only liable in terms of amount for compensation of typical, foreseeable damage; however, in these cases, the compensation claim is limited to the amount that the insurer of Q-DAS[®] has to pay for this claim; if the insurer has no subrogation obligation, the claim is limited to € 25,000.00. Liability for atypical or unforeseeable damage is excluded.
 5. The above liability limitations do not apply to personal injury that is based on wilful intent, gross negligence, and damage based on the absence of guaranteed properties or damage arising from the infringement of the copyrights of third parties or for claims arising from mandatory legal regulations of product liability law.
 6. Q-DAS[®] is not liable for damage that could have been avoided by correct data back-up if Q-DAS[®] has clarified the need and extent of data back-up.
 7. Q-DAS[®] is not liable beyond the scope described above.
 8. Any claims of the Contract partner arising from this agreement, in particular for non-performance or compensation, lapse twelve months after the occurrence of the reason.



Section 11 Rights of third parties

Q-DAS[®] confirms that the Statistical Server is free from rights of third parties. Q-DAS[®] owns all the copyrights, patents and trademark protection.

Section 12 Confidentiality


All the software of Q-DAS[®] and the corresponding documents supplied to the Contract partner by Q-DAS[®] are strictly confidential information and may not be disclosed to third parties.

Section 13 Support of the Contract partner by Q-DAS[®]

A maintenance agreement is signed between the Contract partner and Q-DAS[®] for the software. The support provided by Q-DAS[®] is governed by the software maintenance and service conditions agreement.

Section 14 Miscellaneous

1. The law of the Federal Republic of Germany shall apply exclusively.
2. Should a clause of the agreement be ineffective or become ineffective in the future, the Contract otherwise remains effective; the Contract partner and Q-DAS[®] hereby agree to an interpretation of the ineffective clause which best reflects the economic aim and purpose of this clause and is effective.
3. This Contract contains all the agreements which the Contract partners have made; additional or different agreements to this Contract, its cancellation or termination must be in writing to be effective (cf. Section 7 para. 3).
4. The contract partner can only assign claims on this contract with the consent of Q-DAS[®].
5. Q-DAS[®] does not accept order acknowledgements or terms of business of the Contract partners with conditions other than these “Licence conditions for the Q-DAS[®] Statistical Server“. The Contract partner accepts the validity of these conditions with the acceptance of the first service of Q-DAS[®] within the scope of this Contract at the latest. Otherwise, the current “General conditions of use for software products” of Q-DAS[®] apply. Amendments of the conditions are published on the Internet-Homepage of Q-DAS[®], www.q-das.de. Q-DAS[®] can refer the Contract partner to this amendment by e-mail. Acceptance of the validity of the amended terms of business is deemed to be given if the Contract partner has not refuted the amendment within four weeks from publication on the Internet-Homepage of Q-DAS[®] in written form or electronically. The period of refusal is reduced to two weeks from receipt of the e-mail if Q-DAS[®] has informed the Contract partner by e-mail concerning the amendment of the terms of business.

| | | |
|---|---|--------------------------|
|  | Licence Conditions for the “Q-DAS [®] Statistical Server” for retailers | 2006-12-01 8 of 9 |
|---|---|--------------------------|

Section 15 Place of performance – Place of jurisdiction

1. If disputes occur between the parties, the Contract partners will try first of all to settle these amicably.
2. The place of performance and jurisdiction for all rights and claims arising from the Contract is Weinheim / Bergstrasse (Germany). This agreement concerning the place of jurisdiction and performance only applies to merchants, bodies corporate according to public law or separate assets according to public law and contract parties who, following signing of the Contract, move their domicile or usual place of residence out of the Federal Republic of Germany or whose domicile or whose normal place of residence is not known at the time when the suit is filed.

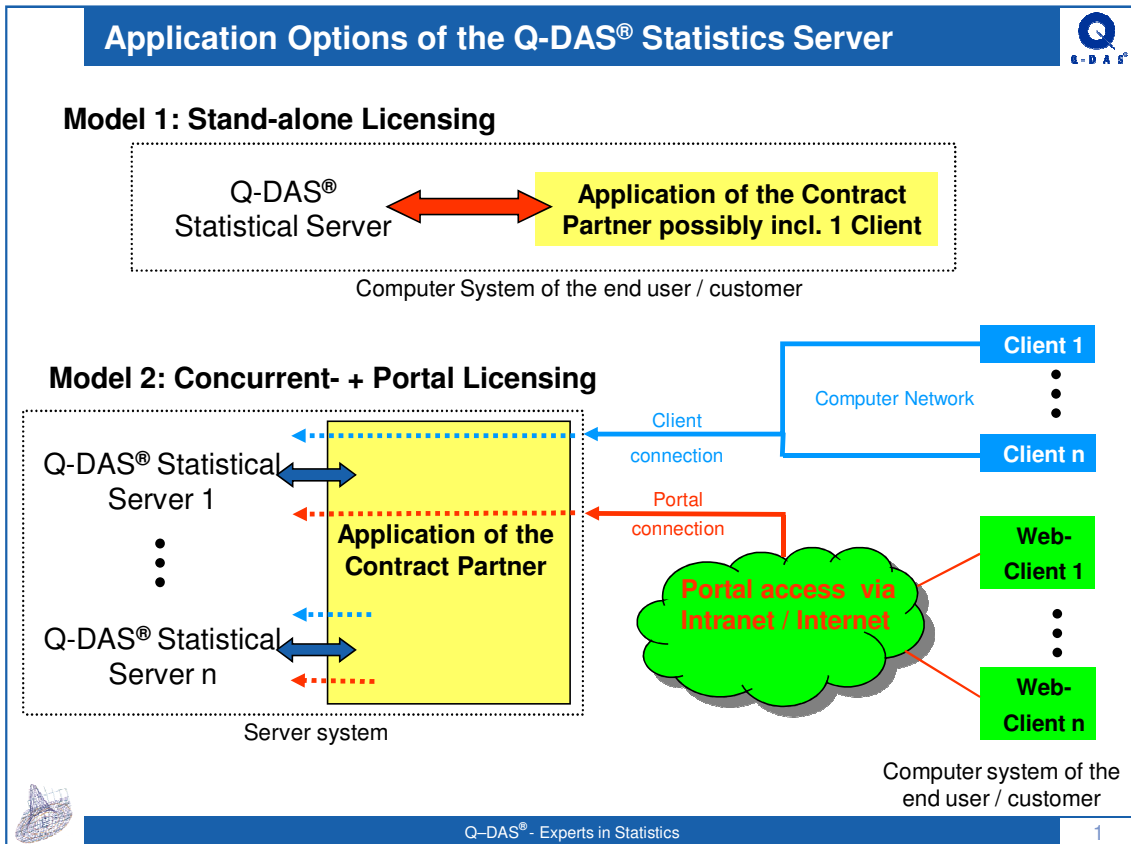


Figure 1: Application options of the Q-DAS[®] Statistical Server