

## **IDS Scheer AG General Licensing Terms and Conditions for the Licensing of Standardsoftware (IDS Scheer-LS) – 07/2004 version**

*The following constitutes the Licensing Terms and Conditions regarding your (hereinafter "**Licensee**") utilization of the software created by IDS Scheer AG, Saarbrücken (hereinafter "**IDS SCHEER**") and made available on this storage medium.*

*By installing the software, you declare your agreement with these Licensing Terms and Conditions and an Agreement containing these terms (the "**License Agreement**") is entered into between Licensee and IDS SCHEER. For this reason, please read the following Licensing Terms and Conditions completely and carefully.*

*If you do not agree to the Licensing Terms and Conditions, **do not install the software**. In that case, please return the original storage medium (e.g. CD-ROM) and everything else that was delivered to you in connection with this product to IDS SCHEER. The license fee will then be reimbursed in full to you.*

*IDS SCHEER delivers the software under these General Licensing Terms and Conditions and its pricelist and conditions. Acceptance by Licensee of the goods and services delivered by IDS SCHEER constitutes acceptance of these General Licensing Terms and Conditions as well as a waiver of conflicting general terms and conditions. This is also true in cases where there is no express conflict with the General Terms and Conditions of IDS SCHEER. Any other conditions are binding only upon being accepted in writing by IDS SCHEER. In such cases, the conditions set by IDS SCHEER are supplementary.*

### **1. Subject Matter of Agreement**

- 1.1 The condition and performance of the software and the released operating environment follow from the respective program description, supplemented by the operating instructions, except as otherwise agreed upon. IDS SCHEER gives notice to Licensee that this license agreement is based on a fixed hardware configuration, whereby the latter can also be made available by third parties.
- 1.2 The software corresponds with the description in the documentation; IDS SCHEER is not obligated to warrant any functionality beyond this description. Representations made in the documentation, in test programs, in product and project descriptions, etc. shall not constitute a guaranty of condition.
- 1.3 The software is recorded on a storage medium and delivered in the form of an executable computer program in object code, including operating instructions (user documentation or online help) and installation instructions. Operating and installation instructions may also be made available to the Licensee electronically.
- 1.4 To the extent that there are interfaces in the software to software not delivered by IDS SCHEER, Section 69 d Copyright Act shall apply. Prior to decompiling, Licensee shall request the required information first from IDS SCHEER.
- 1.5 The software shall be installed and put in operation by Licensee. IDS SCHEER can perform the installation instead of Licensee. All support services by IDS SCHEER at Licensee's request, in particular preparation for use, installation and demonstration of successful installation, directions, training, and consulting, shall be compensated according to expenditure, except as otherwise agreed upon.
- 1.6 Any maintenance services beyond removal of defects within the guaranty period shall be provided only on the basis of a software maintenance agreement to be entered into separately, to which the General Terms and Conditions for IDS SCHEER AG Software Maintenance (IDS Scheer-PS) – Stand 07/2004 version shall apply. IDS SCHEER is not obligated to produce updates in the future outside such a maintenance agreement.

### **2. Right to Operate Software and Retention of Title**

- 2.1 Upon payment in full of the compensation due, IDS SCHEER grants Licensee single, temporal unlimited, non-

exclusive right of use to the subject matter of this Agreement (hereinafter "License") to the extent not otherwise provided for in the order or license agreement. All other rights, in particular copyright and trademark rights to the software and documentation, are exclusively IDS SCHEER's, to the extent software produced by third parties is not involved.

- 2.2 The License entitles Licensee to operate the software on one computer only by a single user at one time. The License is granted to Licensee solely for the use of the software at one single workstation for its own internal business processes. Any wider use must always be agreed upon contractually in writing prior to its commencement.
- 2.3 The simultaneous saving, use of any type, or installation of the software at more than one station (hardware) or on a network is not permitted. This shall also include the mere transmittal of parts of the software to another workstation without requiring that the software be saved. Should Licensee wish to implement, save, install, or use the software at multiple stations (hardware configurations), Licensee must purchase the corresponding number of licenses. In the event of non-compliance, all rights of Licensee shall cease effective immediately and Licensee shall have no restitution claim against IDS SCHEER. As an alternative, IDS SCHEER may, at its sole discretion, demand the license fees due for the prohibited use.
- 2.4 To the extent Licensee is entitled to place the software on its intranet or web page and use it there, Licensee is obligated to ensure compliance with the agreed-upon single workstations and to provide proof of the same to IDS SCHEER by means of appropriate records. Violation of this duty shall represent a material violation of contractual terms and conditions within the meaning of Section 4.3 and furthermore justify additional license fees.
- 2.5 Licensee may not modify, translate, reverse engineer, decompile, or disassemble the software or related documents and information except with the prior written consent of IDS SCHEER. All statements contained in the documentation and storage media regarding, in particular but not exclusively copyright and trademark notices, serial numbers and other features that serve to identify the software may not be removed or changed under any circumstances.
- 2.6 To the extent that the software provided contains copy protection or other safety routine (Hard- or Softkey), Licensee is obligated to use the software only in conjunction with this safety routine and to not use any circumvention programs. The safety routine may be deleted only if it would inhibit or prevent the error-free use of the software. Licensee is obligated to provide proof of such situation.
- 2.7 Title to the duplicate pieces is retained until complete payment of the compensation due. Prior to that, right of use is granted always by IDS SCHEER merely temporarily and is freely revocable. Licensee is obligated to notify IDS SCHEER in writing immediately if third parties gain access to the reserved property, and to notify the third party of the rights of IDS SCHEER.

### **3. Protection against Unauthorized Use, Duplication Rights**

- 3.1 Licensee may copy software, documents and documentation only to the extent required for its operation pursuant to this Agreement. Licensee is further entitled to make a backup copy of the software and documentation provided. Any backup copy made on a moveable storage medium must be identified as such.
- 3.2 IDS SCHEER is entitled to take appropriate technical measures to protect against use not in accordance with the Agreement. The use of software on an alternate or subsequent configuration may not be materially impaired by such measures.

### **4. Temporary Provision, Transmittal**

- 4.1 Licensee may not provide the software to another user even for temporary use, regardless of whether it is

provided for temporary use with or without charge. The mere transmittal of individual data or components of the software to another user, even if the complete software does not need to be saved for such use, is equivalent to impermissible provision for temporary use.

4.2 Licensee may transmit the right of operation per software to another user under the following preconditions (Sections 4.2.1 – 4.2.4):

4.2.1 A precondition for permitted transmittal is the final abandonment of one's own use and prior written consent for transmittal from IDS SCHEER, which IDS SCHEER may not refuse unfairly. Licensee must assure IDS SCHEER in writing that Licensee will immediately transmit to the third party all originals, software copies and documents and will delete all copies made by the Licensee directly after transmittal. These declarations shall be made to IDS SCHEER prior to transmittal. Licensee is further obligated to inform IDS SCHEER of the name and complete address of the new licensee with the request for IDS SCHEER's written consent.

4.2.2 In the case of a transfer, the Licensee must hand over to the new licensee all software copies including any backup copies in existence and all related documents (manuals, etc.) together with all copies or destroy all copies not supplied and show proof that all software or software components copied on hardware (hard drive, streamer) has been deleted.

4.2.3 The third party is entitled to exercise contractual rights of use only after the third party has stated to IDS SCHEER its agreement in writing to the continued validity of these license terms and conditions, including in relation to the third party.

4.2.4 As a result of transmittal the old Licensee's right to use the software shall lapse in full.

4.3 IDS SCHEER can revoke Licensee's right of operation if the latter has violated not insignificantly the limitations on operation or other provisions to protect against unauthorized use (see Sections 5.6 and 5.7 as well). IDS SCHEER shall set a grace period for Licensee to remedy such violation. In the event of a repetition and under special circumstances that, weighing mutual interests, justify immediate revocation, IDS SCHEER can express revocation without setting a deadline. Licensee must confirm the termination of use after revocation in writing to IDS SCHEER.

## 5. Duties of the Licensee

5.1 Licensee shall designate a responsible contact person. This person can and shall without delay make or cause to be made binding decisions for Licensee. The contact person shall be available to IDS SCHEER to provide required information.

5.2 Licensee shall see to that competent personnel are available for operation of the software no later than the time of delivery.

5.3 Licensee shall inform IDS SCHEER without delay of changes in the operational environment. Sections 1.1, second sentence, and Section 6.2 shall remain unaffected.

5.4 Licensee shall give written notice of defects in understandable and detailed form including specifying all information useful for recognizing and analyzing defects. In doing so, the work steps that led to the defect appearing, the form of appearance and the impact of the defect shall be specified.

5.5 Licensee acknowledges that the software, including operating instructions and other documents, in future versions as well, is protected by copyright. In particular source programs are trade secrets of IDS SCHEER. Licensee shall take precautions for an indefinite period of time to ensure that source programs do not become accessible to third parties without the consent of IDS SCHEER.

5.6 Licensee may not take any action that could aid and abet unauthorized use. In particular, Licensee may not attempt

to decompile the software, except if Licensee is entitled to do so according to Section 1.4. Licensee shall inform IDS SCHEER without delay if Licensee has knowledge that unauthorized access is threatened or has occurred within Licensee's sphere.

5.7 Upon termination of right of use, Licensee shall surrender all goods and copies, to the extent Licensee has not passed on the same to a third party within the framework of permitted transmittal. Licensee shall delete all saved software to the extent Licensee is not obligated by statute to retain it for a longer period of time. Licensee shall assure IDS SCHEER in writing of completion. In the event that Licensee breaches an essential condition of this Agreement, IDS SCHEER shall be entitled to terminate Licensee's rights to use the software immediately by a unilateral written declaration. In this event, Licensee shall have no rights to counterclaims.

5.8 IDS SCHEER makes express reference to the fact that Licensee shall be liable for all damages based on infringements of industrial property rights, in particular copyrights and trademarks, incurred by IDS SCHEER due to a violation of the provisions of this Agreement by Licensee.

## 6. Claims of Licensee due to Defects

6.1 IDS SCHEER warrants that, with operation pursuant to the Agreement, the software conforms to the stipulations pursuant to Section 1.1. IDS does not, however, warrant that the software supplied will meet Licensee's requirements and purposes, nor that it will function with other programs, system environments or operating systems chosen by Licensee, unless such functionality is expressly included in the manual or services description. The limitation period for claims because of defects shall commence with delivery or, if installed by IDS SCHEER, with completion of installation. An expansion of scope of operation (Section 2.2, third sentence) shall have no influence on the course of the limitation period.

6.2 The Licensee shall have claims due to defects only if the software is operated in the environment released in the licensing agreement and the reported defects can be reproduced or otherwise proven by Licensee. Section 5.4 shall apply in particular for reporting defects.

6.3 To the extent required, Licensee shall support IDS SCHEER in eliminating defects, in particular at IDS SCHEER's request by supplying a storage medium with the software concerned and making resources available.

6.4 If Licensee has claims due to defects, Licensee shall initially have a right only to subsequent fulfillment within a reasonable time period. Subsequent fulfillment shall include at IDS SCHEER's choice either remediation of the defect or delivery of replacement software. In making this choice, Licensee's interests shall adequately be taken into account.

6.5 In the event that subsequent fulfillment fails definitively or it cannot be carried out for other reasons, Licensee can reduce compensation or rescind the Agreement under statutory preconditions.

Licensee can assert more extensive default, damage and expenditure compensation claims only under consideration of Section 7.

Licensee shall exercise its right of selection for claims due to defects within a reasonable time period, as a rule within 14 calendar days.

6.6 In regard to material defects or defect of title, Section 5 respectively Section 6 of the IDS SCHEER AG General Terms and Conditions of Business (IDS Scheer-AV) – 07/2004 version shall apply in supplement.

6.7 IDS SCHEER can demand compensation for its expenditures to the extent that

1. It takes action based on a report and no defect is present,
2. A reported disturbance cannot be reproduced or otherwise proven as a defect by Licensee, or

3. Additional expenditures are incurred because of lack of proper fulfillment of obligations by Licensee (see Section 4 as well).

**7. Liability**

IDS SCHEER shall be liable pursuant to the provisions of Section 7 of the IDS SCHEER AG General Terms and Conditions for Contracts (IDS Scheer-AV) – 07/2004 version.

**8. Applicability of IDS SCHEER-AV**

The IDS SCHEER AG General Terms and Conditions for Contracts of Business (IDS Scheer-AV) – 07/2004 version shall apply in supplement.

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**Stand 07/2004**

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**IDS Scheer AG General Terms and Conditions of Business  
(IDS Scheer-AV) – 07/2004 version**

**1. Compensation, Payment, Default, Reservation of Rights Notices**

- 1.1 To the extent not otherwise agreed upon compensation according to expenditures shall be calculated at the IDS SCHEER prices generally valid at the time this Agreement is entered into. Compensation is at net prices always, plus any statutory sales tax due.
- 1.2 IDS SCHEER can invoice monthly. In the event that services are invoiced according to expenditures, IDS SCHEER shall document the nature and duration of activities and include this documentation with its invoice.
- 1.3 All invoices shall be paid no later than 14 calendar days after receipt, all costs included without deductions.
- 1.4 A Party can offset against or withhold only with uncontested or legally non-appealable payables. The Party can withhold payments due to defects only to an extent appropriate in relation to the defect and only if there is no doubt regarding the defect.
- 1.5 Notwithstanding more extensive rights, in the event that the Party is in default with payments, IDS SCHEER is authorized to suspend or withhold additional services until the Party has made such payment. Furthermore, IDS may at its discretion make completion of any outstanding services dependent upon the Party prepaying the next partial payment in its entirety, or providing collateral for compensation due in the form of an indefinite, directly enforceable guarantee issued by a large European bank on any outstanding compensation. Furthermore, past due payments for which the Party is in arrears shall be subject to default interest pursuant to Sec. 288 II BGB [German Civil Code].
- 1.6 IDS SCHEER reserves title and rights to be granted to the services until all compensation owed has been paid in full, for which justified withholding for defects pursuant to Sec. 1.4, second sentence, shall be taken into account.
- 1.7 In the event of the Party's economic inability to fulfill its obligations to IDS SCHEER, IDS SCHEER can terminate without notice existing exchange contracts with the customer by means of rescission, contracts for the performance of a continuing obligation by means of termination, including in the event of the Party's insolvency petition. Sec. 321 BGB and Sec. 112 InsO [German Insolvency Act] remain unaffected. The Party shall inform IDS SCHEER in writing in a timely fashion about imminent inability to pay.
- 1.8 Fixed deadlines for services shall be valid only to the extent they are agreed upon in writing. Agreement to a fixed deadline for services shall be subject to the proviso that IDS SCHEER receives the services of its respective suppliers and subcontractors as agreed upon and in a timely fashion.
- 1.9 The Party may assign rights from this Agreement to a third party only with the prior written consent of IDS SCHEER.
- 2. Duty Of Good Faith, Confidentiality, Confidentiality Of Data**
- 2.1 The Parties are committed to mutual loyalty. Neither Party shall attempt to hire employees away from the other Party to this Agreement or indulge in direct or indirect measures of any kind which would encourage the employees of the other Party in this respect or which could lead to the employment of such employees. This mutual duty of good faith shall continue for a period of two years after completion of the project.
- 2.2 The Parties shall handle with confidentiality for an unlimited time all information or informational materials which they obtain or of which they gain knowledge within the context of the working relationship, either orally, in writing, or otherwise directly or indirectly, and which is designated as confidential or would normally be viewed as confidential based upon the nature of the materials, and shall use this information or these informational materials

exclusively within the context of the services covered in this Agreement. The only exceptions to this confidentiality obligation are information and informational materials which

- a) are already publicly known at the time of their disclosure, i.e. completely accessible by any third party;
- b) following disclosure, are made available lawfully to one Party by a third Party who is not subject to a confidentiality obligation to the other Party;
- c) must be provided upon demand of an authority or other third party having power to compel disclosure; or
- d) must be provided to legal or tax consultants of the respective Party for consulting purposes.

In the event of circumstances described in Items c and d, the Parties shall inform each other immediately with regard to such a demand and prior to transmitting any protected information.

2.3 The Parties shall ensure that a corresponding confidentiality agreement is signed by all employees or third parties used to perform the services covered in this Agreement.

2.4 The Parties understand that communication between them will transpire to a substantial extent in non-encoded electronic form (e.g. email) and therefore waive any claims based on unauthorized third parties exercising illegal access to electronic communication media and thereby acquiring knowledge of electronic data transmitted without encoding as mentioned above.

**3. Change Request**

3.1 The Party is authorized to modify the content or scope of services during the course of the project. The following change request procedure shall serve that purpose. This procedure shall be valid for all parts of a project.

3.1.1 IDS SCHEER shall examine a change request from the Party and inform said Party as to whether an extensive review of such change request is required or not.

3.1.2 In the event that an extensive review is required, IDS SCHEER shall inform the Party within a reasonable period of the expected time needed for such a review and the remuneration arising from it. Within a reasonable period of time, the Party shall issue the order for the review or reject it.

3.1.3 In the event that an extensive review of the change request is not required or the ordered review has been completed, IDS SCHEER shall either

- a) inform the Party that the change request cannot be executed by IDS SCHEER within the framework of the agreed-upon services, or
- b) provide to the Party a written quotation for executing the changes (quotation for the change). The quotation for the change shall include in particular any changes in the description of services and their impact on the service time period, planned deadlines, and compensation. The quotation shall explicitly take into account as well any possible savings through reduced expenditures.

3.1.4 The Party shall either accept or reject in writing a quotation for changes within the acceptance period (binding period) mentioned therein.

3.1.5 IDS SCHEER and the Party may agree that the services affected by a change request shall be interrupted until completion of the review or, to the extent a quotation for the change has been provided, until expiration of the binding period.

3.1.6 Until a quotation for the change has been accepted, work shall proceed on the basis of prior contractual agreements. Service periods shall be extended by the number of calendar days on which work was interrupted in connection with the change request or its review. IDS SCHEER can

demand appropriate compensation for the duration of the interruption, except to the extent it has assigned its employees affected by the interruption otherwise or maliciously refused to so assign them.

3.1.7 In the event that IDS SCHEER wishes to make change requests to the Party, the above shall apply mutatis mutandis.

3.1.8 Change requests shall always be directed to the project director of the other Party.

#### **4. Disturbance in Rendering of Services**

4.1 When a cause for which IDS SCHEER is not responsible, including strikes or lockouts, interferes with meeting deadlines ("disturbance"), deadlines shall be extended by the duration of the disturbance, including a resumption phase as required. The Party within whose area the disturbance occurs shall inform the other Party immediately of the cause and duration of the postponement.

4.2 In the event that a disturbance increases the expenditure, IDS SCHEER can also demand compensation of the increased expenditure, except if the Party is not responsible for the disturbance and its cause is outside the realm of its responsibility.

4.3 In the event that the Party can rescind the Agreement or demand damages in lieu of services because of improper performance by IDS SCHEER, or the Party claims the same, at IDS SCHEER's request the Party shall state in writing within a reasonably set deadline whether the Party will assert these rights or wants services to continue. In the case of rescission, the Party shall reimburse IDS SCHEER the value of previously existing utilization options; the same shall apply to deterioration through use in accordance with directions.

#### **5. Material Defects**

5.1 No claims based on material defect exist for an insignificant deviation in IDS SCHEER services from the quality or usefulness according to the Agreement.

5.2 A claim based on material defect is also excluded based on:

- a) the correctness of the manufacturer's information on the reliability or performance of a data processing system or software recommended by IDS SCHEER,
- b) defects in a data processing system recommended by IDS SCHEER, or
- c) entrepreneurial risks, based on decisions made or omitted regarding issues of entrepreneurial discretion, erroneous evaluation of the market situation or misjudging the practicality of business actions.

5.3 Claims based on defects also do not exist in the case of excessive or improper use, natural wear out, component failure in the system environment, software errors that are not reproducible or which the customer cannot otherwise prove, or damages that arise due to specific influences that are not provided for in the Agreement. This shall apply as well to subsequent changes or maintenance by the Party or a third party, unless such changes or maintenance do not impede analysis and elimination of the material defect.

5.4 Claims based on a material defect shall be statute-barred within one year after the commencement of the statutory limitation period. The statutory periods for a recourse claim according to Sec. 478 BGB [German Civil Code] shall remain unaffected. The same shall apply to the extent that the law prescribes a longer period in the case of intentional or grossly negligent breach of duty by IDS SCHEER, fraudulent concealment of a defect, or in the event of injury to life, body or health.

5.5 Processing of the Party's notice of a material defect by IDS SCHEER shall result in tolling of the limitation period only to the extent that the statutory prerequisites for such tolling are present; a resumption of the limitation period does not occur as a result. Subsequent fulfillment (new delivery or remediation of defect) can influence only the limitation

period of the defect that gave rise to the subsequent fulfillment.

5.6 Section 7 shall apply for claims for compensation of damages or expenditures.

#### **6. Defect of Title**

6.1 IDS SCHEER shall be liable for infringements of third party rights by its services only to the extent that services are employed in accordance with the Agreement and in particular in the environment provided for in the Agreement. Section 5.1 shall apply mutatis mutandis.

6.2 To the extent not otherwise agreed upon, IDS SCHEER shall be liable for infringements of third party rights only within the European Union and the European economic region, as well as at the site of use of services according to the Agreement.

6.3 In the event that a third party asserts to the Party that IDS SCHEER services infringe upon the third party's rights, the Party shall inform IDS SCHEER immediately. In the event that IDS SCHEER services infringe upon third party rights, at its own discretion and taking appropriate account of the Party's interests, IDS SCHEER shall

- a) Procure for the Party the right to use the services, or
- b) Design the services to be free of infringements of rights, or
- c) Take back the services while reimbursing the Party for compensation it paid for such services less an appropriate compensation for use, if IDS SCHEER cannot achieve any other remedy with reasonable expenditure.

6.4 The Party shall support IDS SCHEER upon its demand in defending against claims pursuant to Section 6.3. Outlays and costs incurred by the Party as a result shall be reimbursed by IDS SCHEER. Each party shall bear the costs of time expended by its own personnel.

6.5 The Party's claims based on defects of title shall be statute-barred in conformity with Section 5.4.

6.6 Section 7 shall apply in supplement to claims for compensation of damages or expenditures.

#### **7. Liability**

7.1 In the case of simple negligence and to the extent not otherwise required by compulsory law or statute, the following shall apply:

IDS SCHEER is liable only to the extent it has breached a material contractual obligation (cardinal obligation). In the case of material damages and financial losses, this liability is limited to typical contractual and foreseeable damages. This shall apply as well for profits not realized and lost savings. The liability overall is limited to the value of the order; in the case of ongoing compensation, to the amount of double net compensation per contractual year. Liability for other, more remote consequential damages caused by a defect is excluded. Section 5.4 shall apply mutatis mutandis in regard to limitation period.

7.2 IDS SCHEER shall be liable solely for damages under a guaranty if such liability is expressly assumed in the guaranty. This liability is subject to the restrictions pursuant to Section 7.1 in the case of simple negligence.

7.3 In the case of loss of data, IDS SCHEER shall be liable only for that expenditure which is required to restore data with proper data security by the Party. In the case of slight negligence by IDS SCHEER, this liability shall arise only if the Party took proper data security actions immediately prior to the action that led to the loss of data.

7.4 In the case of culpable delay of performance (default), the Party shall have a claim to compensation of damages and expenditures upon proof of corresponding damages, beginning with the third week of default. For each subsequent week, this claim is limited to 0.5% of the net price for that portion of services that cannot be used due to the default. This default liability is limited in all to a maximum of 5% of this price. Within the framework of

statutory provisions, the Party shall have a right of rescission beyond that only if IDS SCHEER is responsible for the delay. These limitations shall not apply to the extent that the default is based on gross negligence or intent by IDS SCHEER.

7.5 Sections 7.1 to 7.3 shall apply mutatis mutandis for claims for compensation of expenditures and other liability claims by the Party against IDS SCHEER.

## **8. Other**

8.1 The Party shall have sole responsibility for compliance with import and export regulations applicable to goods or services, in particular such regulations by the USA. In the case of cross-border goods or services, the Party shall bear any customs, fees, or other levies due. The Party shall have sole responsibility for handling any legal or governmental procedures in connection with cross-border goods or services, except to the extent otherwise expressly agreed upon.

8.2 The Party assumes a duty to examine and immediately raise any complaints about any defects in regard to all IDS SCHEER goods and services, in compliance with Section 377 ff. HGB [German Commercial Code].

8.3 This Agreement and any legal relationships between the Parties resulting therefrom shall be governed solely by the laws of the Federal Republic of Germany, to the exclusion of all regulations of German international private law. The application of the law of a third country, including its regulations governing conflict of laws, as well as the application of the UN Sales Convention, is expressly excluded.

8.4 Amendments or additions to this Agreement must always be made in writing.

8.5 Court of venue in regard to a businessman, a legal entity under civil law, or assets under civil law is the registered office of IDS SCHEER. IDS SCHEER can also bring suit against the customer at its registered office.

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