General Terms and Conditions of Contract Information Technology/IT

of

the voestalpine Group

for the

Procurement of IT Services

("GTC-IT")

Version: January 2009

1 GENERAL PROVISIONS

Definitions:
Client = ***CL*** = *specific voestalpine Group company.*
Contractor = ***CO*** = *company engaged with legal effect by issuance of a (facsimile, written) order*
Party
or Parties = ***PA(s)*** = *CL and/or CO*

1.1 Mandatory references in documents
The CL's order number and the date of the order must always be quoted in all documents relating to an order (in particular on consignment notes and invoices).

1.2 Terms and conditions of offer
1.2.1 By submitting an offer, the CO is deemed to have confirmed that it has informed itself in full with respect to all of the local, technical and other relevant prerequisites to supplying its goods and services. No subsequent claims due to a lack of knowledge of such prerequisites will be acknowledged.
1.2.2 The CO hereby warrants sufficient capacity in terms of trained and qualified staff to provide the goods and services requested in a proper and timely fashion, including the necessary training, maintenance and other services.
1.2.3 At the time of submitting its offer, the CO must disclose any functional concerns it may have on the basis of its experience, indicating the specific grounds thereof. If the CO should fail to express any concerns at or before that time, then all of the goods and services requested shall be deemed capable of performance and covered by the prices in the CO's offer.

1.3 Priority of documents
1.3.1 Unless otherwise agreed in the minutes of negotiation/in the contract between CO and CL, in the event of conflicts and deviations the documents shall rank in the following order of priority:
    1.3.1.1 written orders of the CL, including any listed integral elements of the order, in particular the PAs' minutes of negotiation/the PAs' contract;
    1.3.1.2 inquiry documentation/request for tender of CL;
    1.3.1.3 these GTC-IT.
1.3.2 However, where the CL's order makes reference to offer documentation, such reference shall only be deemed to refer to the technical specifications. References to the CO's offer documentation shall in no case constitute an acknowledgement of the CO's commercial terms and conditions.

1.4 Written form requirement
1.4.1 Without exception, legally binding orders of the CL shall be placed only in written form or by facsimile.
1.4.2 No amendments or addenda to orders, including to annexes to orders, shall be valid unless they are confirmed by the CL in writing. It is only possible to derogate from this requirement of writing by a separate written agreement.

1.5 Delivery and installation, place of performance, "unloading point"

1.5.1 The CO's delivery shall include any and all ancillary goods and services required to perform the CO's contractual obligations, in particular including forwarding, setting up, connecting, where necessary optimizing and commissioning the IT system the CO has been engaged to supply.

1.5.2 IT components shall be delivered free to the place of installation. The CO shall remove all packaging material free of charge and shall dispose of it in a proper fashion at the cost and expense of the CO, unless the CO expressly waives the removal and disposal of packaging material.

1.5.3 The place of performance is deemed to be the place of installation. Where the CO renders services as an Application Service Provider (hereinafter "ASP"), the place of performance shall be deemed to be the CL's business address, unless otherwise agreed.

1.5.4 If goods and services are delivered to the wrong location, then the CL shall be entitled to effect forwarding of the IT components to the correct location in lieu of having the CO do so, and to charge the CO for the costs incurred at such rates as are customary in the market. If the CO fails to remove and dispose of packaging, the CL shall be entitled to effect the removal and disposal thereof in lieu of having the CO do so, and to charge the CO with the costs incurred at such rates as are customary in the market.

1.6 Completeness of offers

1.6.1 The CO hereby warrants that it has prepared its offer (whole or partial offer) with a view to the complete functionality of the goods and services offered. For this reason, no parts, components, or ancillary services whatsoever may be omitted from the CO's offer, to the extent that they are necessary to the operability of the IT system being offered, even if the CO has not expressly referred to them in its inquiry/invitation to tenders.

1.6.2 By submitting an offer, the CO is deemed to warrant the feasibility and the technical operability of its goods and services within the meaning of the CL's requirements, even if the inquiry documents/invitation to tender did not explicitly or did not completely list them.

1.6.3 Missing parts and portions of services must be subsequently supplied by the CO free of charge and, if maintenance of the CL's IT system/of the components is the subject-matter of the invitation to tender and it was contracted for, then such maintenance must be provided free of charge as an element of the agreed maintenance.

1.6.4 In the event that the CL engages the CO only for individual items of goods and/or services, the CO hereby undertakes to render its goods and services in such manner and in coordination with the individual items of goods and services supplied by other contractors, such that seamless and functional/operable linkage between the individual items of goods and services is assured.

1.7 Partial order

The CL reserves the right to order only portions of goods and services for which it has issued an inquiry or which the CO may have offered, without this giving rise to any right on the part of the CO to increase its charges, e.g. for man-hours.

1.8 Quality assurance

1.8.1 The CO shall inform the CL at any time upon the demand of the latter of any certifications, indicating the certificate, the date of its issue, the scope of its validity, term of validity, and the authority issuing the certification.

1.8.2 During any IT project, but also where a contractor renders services, e.g. in connection with provider services, the CL reserves the right to conduct audits at the relevant business premises of the CO; the CL shall give the CO timely advance notice of such audits.

2 OBLIGATIONS OF CONTRACTOR

2.1 General requirements as to goods and services

As to all goods and services, the CO hereby undertakes

2.1.1 to comply with any and all third party specifications such as terms and conditions of maintenance for hardware or specifications with respect to the customizing of software, as well as the relevant telecommunications and electrical engineering norms and standards,

2.1.2 to perform all services, in particular including maintenance and operational services, in such fashion as ensures that the agreed availability and response times (as well as all other quality parameters of the IT components in question) shall not be impaired,

2.1.3 to provide and render all goods and services such that the results thereof as of the time of formal acceptance shall comport with the state of the art and, in particular, that they shall be configured using the latest applicable version of tools (program development environments, etc.) and basic components (hardware, operating system, database system, etc.).

2.2 Delivery of source code

2.2.1 The CL shall receive the entire source code, including documentation, on data storage media which is machine readable by the CL, for any and all software supplied by the CO.

2.2.2 In the following cases, the CO shall be obliged to deliver the current source code:
- upon request of the CL during the project
- no later than at the 6 month point of the project term
- prior to formal acceptance testing
- following any modifications made in the course of improvements performed during the formal acceptance procedure, the warranty period or maintenance work.

2.2.3 The foregoing shall also apply to all libraries, models, tools, macros, and the like as well as to customized software modifications that the CO has used. The CO shall also supply to the CL any programming tools and program libraries it has used which are not available freely on the market. The CL is at liberty to make use of the source code.

2.2.4 However, in all case the CO shall include with its deliveries an itemization which is readable without the use of any devices, and instructions as to how to read the data storage media on the client's system and as to how to install the subject-matter of contract.

2.3 Notification of prerequisites to assembly

The CO shall notify the CL in writing and in a timely fashion with respect to what prerequisites to installation and assembly the CL must procure (physical space, electrical power, HVAC, cabling, provision of servers, system software, database systems, and other preparations necessary to install and commission the CO's work product in a trouble-free manner), and as to any other duties of cooperation. The CO shall bear liability for the correctness and completeness of the information, and the CO shall provide advisory support to the CL upon the CL's request, including as to furnishing the physical space needed.

2.4 Approval for the use of wireless transmission technology

The CO shall submit to the respective project manager of the CL for his or her approval a request for approval of the use of any wireless transmission technology whatsoever. In this context, prior to using any transmission technology, the CO must forward all technical information in detail (radio technologies, frequencies, etc.) in written form to the CL's project manager.

2.5 Preparation and delivery of documentation

2.5.1   Delivery and continuous updating of all documentation necessary and/or appropriate for using the subject-matter of contract throughout the term of the project/of any relevant service or maintenance contract are deemed to constitute an element of the subject-matter of contract.

2.5.2   In the case of software components, this shall, at a minimum, consist of a set of user documentation, a brief description, technical documentation and, where the CO renders services to the CL in the form of operating software, a description of the operational concept.

2.5.3   In the case of hardware components, should the CL so request, the CO shall supply all such documents needed for reconfiguring them as are customarily included with individual IT components (disk drives, hard disk, disk controller card, monitor, etc.).

2.5.4   User documentation for software application packages must be provided in German and English.

2.5.5   At a minimum, user documentation shall be supplied in electronic form (as a Word or PDF file), so that the documentation may be downloaded at defined workstations by employees as they work with the subject-matter of the contract.

2.5.6   Unless otherwise expressly agreed, the CL may make and use an unlimited number of copies of the documentation.

2.6 Training

2.6.1   The CO shall offer the necessary scope of training which is suited to facilitate trouble-free use of the contractually agreed IT system.

2.6.2   Training of the CL's technical staff shall in any event be conducted such that maintenance (and, in the case of software, further development) of the IT components are assured.

2.7 Maintenance and on-call maintenance and reaction times

2.7.1   Section 2.7 shall apply only in the event that the CO is offering maintenance and the CL has contracted for such maintenance.

2.7.2   Unless otherwise agreed, any maintenance must comport with the following minimum standards:

   2.7.2.1 Maintenance of hardware shall include servicing the hardware (preventive maintenance to ensure serviceability pursuant to written maintenance plan) and repair (elimination of malfunctions and errors to restore serviceability) involving the repair and replacement of defective IT components. The maintenance fee is deemed to cover all spare parts, auxiliary materials and operating supply items required for this purpose.

   2.7.2.2 Elimination of malfunctions and errors/assistance in establishing go-arounds, by remote maintenance, or, where necessary, by deploying a specialist to site.

   2.7.2.3 Setup and operation of a hotline.

   2.7.2.4 Further development (supply and installation of new minor and major releases, patches and upgrades).

   2.7.2.5 Providing consultation on changes or upgrades of hardware and deployment of new software tools (*inter alia* including necessary modifications or version changes to operating, database and carrier systems).

   2.7.2.6 Regular updating of documentation.

2.7.3   Unless otherwise agreed, maintenance shall be performed in the hours between 8.00 am and 5.00 pm on business days from Monday to Friday. During these times (on-call maintenance hours), the hotline shall also be staffed.

2.7.4   A maintenance window shall be provided/version changes shall be undertaken following agreement with the CL as to scheduling.

2.7.5   During on-call maintenance hours, the CO shall initiate elimination of malfunctions/correction or elimination of errors immediately after receiving a report thereof, but in any event no later than the end of the reaction times set forth below.

2.7.6   The reaction time for maintenance services for telephone support and remote maintenance shall be a maximum of 2 hours.

2.7.7   Reaction time for elimination of malfunctions at site shall be a maximum of 4 hours.

2.7.8   Maintenance work which has already begun shall be carried through to completion, even outside of on-call maintenance hours, and without any additional charge.

2.8 Collaboration of CL; supplies provided by CL

Any collaboration by the CL's staff, either contractually agreed or actually provided, or other personnel the CL may have furnished shall not be deemed to relieve the CO of any of its obligations under this contract. The CO shall test any goods or services furnished by the CL for their suitability.

2.9 Security requirements

2.9.1 The CO hereby undertakes that its employees and subcontractors shall fully satisfy the security requirements set forth below:

    2.9.1.1 The CO may not use the data available to it other than for the purposes constituting the subject-matter of the contract and may not disclose or process it except with the consent of the owner of the data.

    2.9.1.2 The CO shall take all steps

        2.9.1.2.1 to prevent accidental or illicit destruction of data, and

        2.9.1.2.2 to ensure the confidentiality of the CL's information or of the voestalpine Group.

    2.9.1.3 In the course of assigning responsibilities the CO shall make clear which of its employees and other persons engaged by it shall be authorized to access the systems and access the data. Both this process, and the scope of any such authorization, shall be undertaken by mutual consent with the CL.

    2.9.1.4 The CO shall impose a documented obligation on its employees and such other persons as it may engage in connection with its services to maintain confidentiality of the information coming to their knowledge in conjunction with their performance of services - including beyond the term of the services and beyond the term of their employment.

    2.9.1.5 The CO shall provide the names of employees of the CO and persons engaged by the CO who regularly perform services at the premises of the voestalpine Group, and shall submit confidentiality undertakings of the CO's employees/of such persons as it has engaged to the CL.

    2.9.1.6 The CO shall protect the systems it operates upon instructions of the CL in a reasonable manner from unauthorized use. Access to the relevant premises must not be permitted except for persons authorized on behalf of or for the benefit of voestalpine Group.

    2.9.1.7 The CO may only retain operative data of the voestalpine Group on a temporary basis for the intended purpose and such data must be immediately deleted following use.

    2.9.1.8 The CO shall deploy such customary security precautions at network interfaces as comport with the state of the art.

    2.9.1.9 Compliance with the Austrian Data Protection Act 2000 Directive, as from time to time amended.

    2.9.1.10 All CO employees with access authorization must comply with voestalpine's data center security policies (what to do in case of fire, etc.) and must confirm in writing the training received.

2.9.2 The CO hereby notes that all actions it performs on systems of the voestalpine Group will be logged.

2.10 ASP

2.10.1 If the CO is to provide goods or services in the capacity of an ASP then, in addition to the confidentiality undertaking pursuant to clause 8.2, the following is additionally deemed to be agreed:

2.10.2 The CO hereby undertakes to use data and data processing work product exclusively in the context of the CL's orders and shall return it in all cases to the CL or shall only forward it to third parties upon written orders of the CL. Likewise, if the CO uses any data provided to it for its own purposes, this shall require written instructions of this kind.

2.10.3 The CO hereby confirms with legally binding effect that it has imposed an obligation on all persons engaged to undertake data processing, prior to their commencing any work, to maintain data secrecy within the meaning of § 15 of the Austrian Data Protection Act 2000. In particular, the confidentiality undertakings of persons engaged to handle data traffic shall continue in force even after completion of their work and after leaving the CO's employment. Compliance with this confidentiality obligation shall be required also in respect of the data of legal persons and partnerships under commercial law, as well.

2.10.4 The CO hereby confirms with legally binding effect that it has put sufficient security measures in place within the meaning of § 14 of the Austrian Data Protection Act 2000 in order to prevent data being used in contravention of that Act or be made available to third parties without authorization.

2.10.5 The CO may not engage another company to perform data processing unless the CL has consented thereto in writing. However, the CO must enter into a contract with the subcontractor data processor within the meaning of § 10 of the Austrian Data Protection Act 2000. The CO shall ensure that the contract imposes the same obligations on the subcontractor data processor as the CO has assumed on the basis of this contract.

2.10.6 The CO shall ensure that such technological and organizational prerequisites are in place as will ensure that the Client will be able to comply at all times with the provisions of § 26 (right of information) and § 27 (right to correction or deletion) of the Austrian Data Protection Act 2000 *vis-à-vis* the affected person within the periods prescribed by law and shall provide the CL with all information required for this purpose.

2.10.7 Following completion of its services, the CO shall be obliged to return to the CL all processing work product and documents containing data or to continue to store the same for the CL upon its instructions, in a manner which is secure and will prevent unauthorized access, or to destroy the same pursuant to the CL's instructions.

2.10.8 With respect to the processing of data provided by the CL, the CL is hereby granted the right of review and inspection of the data processing facilities at any time. The CO hereby undertakes to provide to the CL such information as is necessary to enable it to monitor compliance with the obligations referenced in this contract.

3   INTELLECTUAL PROPERTY RIGHTS

3.1   Intellectual property rights with respect to standard software (operating systems, device drivers, etc.)

3.1.1   In respect of standard software components, the CL is acquiring the right to use the software, to such scope and extent as is necessary, on all of its present and future systems and, in case of emergency as well as generally for purposes of backup security, to use it on a backup system and, additionally, to create the necessary copies for backup and archiving purposes. Use of the software "to the extent and scope necessary" shall also be deemed to include making it available to third parties via data centre/ASP operation for the CL.

3.1.2   Any license agreements the CO may have been required to enter into at the time of acquiring the software shall be made in the name of the CL (in consultation with the CL).

3.1.3   Systems which are used by and/or for companies belonging to the same corporate group as the CL at the time of the use thereof shall be deemed to constitute a part of the CL's systems within the meaning of the foregoing.

3.2   Intellectual property rights with respect to applications and modeling software, including documentation

3.2.1   In respect of standard software components, the CL is acquiring the right to use the application and modeling software, including the documentation thereto, to such scope and extent as is necessary, on all of its present and future systems and, in case of an emergency as well as generally in respect of backup security, to use it on a backup system and to develop it further, to transfer it to third parties for further development for the CL and, in addition, to create the necessary copies for backup and archiving purposes. Use of the software "to the extent and scope necessary" shall also be deemed to include making it available to third parties via data centre/ASP operations for the CL. Systems used by and/or for companies belonging to the same corporate group as the CL at the time of the use thereof are deemed to constitute a part of the CL's systems within the meaning of the foregoing.

3.2.2   All rights to elaborations prepared by the CL shall remain exclusively with the CL. Such elaborations shall be treated as the CL's business and trade secrets.

4   FEES

4.1   General remarks

All fees shall be quoted in EUR net of (import) VAT/acquisition tax. Taxes must be separately shown. The agreed prices are deemed full and final compensation for any and all goods and services (including any ancillary services) to be rendered under this contract until such time as it is fully performed. The CO shall bear the expenses of the CO's employees and those of any subcontractors, such as travel costs, overnight accommodation, *per diem*s, lump sum travel allowances, travel time, and the like. The agreed fees are fixed lump-sum prices. This rule shall also apply in the case of any extensions to the order made prior to formal acceptance or made within twelve months from the date of formal acceptance.

4.2   Fees for maintenance

In the event that the CL engages the CO to perform maintenance, the CO shall perform the maintenance services for a recurring maintenance fee (flat-fee maintenance). If the maintenance fees are expressed in percentages of the purchase price, then the purchase price actually paid, and not the list price, shall be deemed to be the basis thereof.

4.3   Additional services

The CO may only invoice the CL for additional goods and services if the additional goods and services were the subject of a written offer to the CL and the CL has ordered them in writing.
The same terms and conditions and price rebates which are applicable apply with respect to the main order shall apply to any and all extensions to orders and supplemental orders.

4.4   Invoicing

Invoices must be submitted in duplicate to the CL.

4.5 Terms of payment

4.5.1 Unless otherwise expressly agreed, payment shall be made within 60 days of receipt of a written demand for payment/receipt of the invoice and after all of the prerequisites thereto, as stated in the order, have been met, which shall, in particular, include proper delivery of documentation.

4.5.2 Payment shall not be deemed to constitute any acknowledgement of the correctness of the delivery, documentation, and the provision of the goods and services, and thus shall not constitute any waiver of such claims in liability, warranty, documentation, damages, etc. as the CL is entitled to assert on the basis of defective performance.

4.5.3 The CL may set off any payments which are due for payment against its counterclaims arising out of the same transaction and arising out of other transactions with the CL or other companies belonging to the same corporate group as the CL.

4.6 Taxes

The CO shall bear all taxes, charges, duties, copyright charges, disposal charges, and the like, with the exception of VAT. If claims are asserted against the CL for such charges, the CO shall indemnify and hold the CL harmless. In particular, the CL shall be entitled to withhold such amounts from any fees due to the CO.

4.7 CO's insurance

Unless the PAs have made special agreements on this point, it shall be incumbent on the CO to take out, on its own, such insurance policies as are customarily required for the type and scope of the goods and services to be provided. The CO shall inform the CL upon demand with respect to the scope of the insurance, the sum insured and the deductible to be borne by the CO, and shall submit the insurance policy to the CL upon demand. In no way shall the CO's obligations and liability be limited by taking out such insurance, even if the CL does not raise any objections to the insurance policy submitted by the CO.

5 GENERAL PROJECT MANAGEMENT MATTERS

5.1 Project language

Unless otherwise agreed, the project language is deemed to be German.

5.2 Successor products

Should the CO no longer find itself in a position to supply the agreed IT components, it may offer to supply successor products. Successor products must in such case at least comport with the specified scope of performance and quality criteria, and may not lead to any increase in costs, and must be compatible with the IT components previously supplied to the CL. Any reductions in prices between old and new IT components must be passed on accordingly to the CL.

5.3 Passage of title/passage of risk

Unless otherwise agreed, the passage of title shall take place in a manner analogous to the passage of risk pursuant to INCOTERMS 2000. If the scope of goods and services to be supplied by the CO includes installation, assembly or commissioning of its goods and services, then the passage of risk shall occur at the time of formal acceptance, but the passage of title shall occur at the time of delivery.

5.4 Formal acceptance

5.4.1 Formal acceptance takes place after the following conditions have been met:
- The CO has provided all goods and services in accordance with the order
- Correct and complete delivery of any and all documentation
- A formal acceptance log, executed by both of the PAs, is in place, showing that the test run (including certificate of performance) was successfully carried out.

5.4.2 § 377 of the Austrian Entrepreneurial Code shall have no application.

5.5 Problem report

For the duration of its maintenance obligations, the CO shall maintain a problem report, the contents of which (in terms of the level of detail required) have been previously agreed with the CL.

5.6 Duties of information

5.6.1 The PAs shall exchange important information pertaining to the subject-matter of this contract on a continuous basis.

5.6.2 As soon as the CO is able to discern any circumstances which might cast doubt on its contractually-compliant performance of the contract, the CO shall inform the CL without delay in writing of such circumstances and of any action the CL might wish to consider taking.

5.7 Delivery of statistical data

The CO hereby undertakes, upon demand by the CL, to supply statistics, in electronically readable form, with respect to the scope of its business relationship with the CL (e.g. number of items/ software "licenses" supplied, expenses for maintenance services, quality statistics regarding operational and maintenance services, billing parameters for telecommunications services, etc.) on a one-time or periodical basis.

5.8 Action in the event of variations occurring in the course of technical project management

Changes and/or incidents impacting on the project must be submitted to the CL's project manager on a timely basis for his or her decision, indicating the cause, impacts and necessary actions to be taken. This means that all changes which may be relevant from the perspective of costs, contractual terms, scheduling and/or process technology shall always require the CL's written consent and will only be acknowledged where such consent is already in place. Changes to technical execution undertaken by the CO in the course of performing its contractual duties must not give rise to any additional costs for the CL.

6 DEFAULTS

6.1 Breach of contract/contractual cover

6.1.1 Where the CO does not comply with its contractual obligations in whole or in part (e.g. including in cases of delay in adhering to interim deadlines), then the CL shall be entitled, at its option,

6.1.1.1 to insist on full performance and, at the same time, to demand a contractual penalty in derogation from what is agreed in section 6.4. hereof, or a contractual penalty pursuant to section 6.4. hereof, or

6.1.1.2 without prejudice to its right to claim a contractual penalty, the CL may set a reasonable grace period and then cancel the contract in whole or in part and effect contractual cover at the cost and expense of the CO.

6.1.2 The CL shall be entitled to rescind the contract, particularly, in cases of non-compliance with warranty characteristics.

6.1.3 In cases of imminent danger, or if material losses are imminent, the CL shall be entitled, at the CL's cost and risk, to effect contractual cover even without setting a reasonable grade period.

6.1.4 The CL is entitled to itself provide the goods/services which the CO has failed to provide/has deficiently provided, or to have them provided by a third party at the CL's expense. The reasonable additional costs arising as a result thereof shall be directly invoiced to the CO, with the PAs deemed to have agreed to a payment deadline of 45 days from the date of the invoice.

6.1.5 In the event of recission by the CL, the CO shall reimburse the CL for any amounts the CL has previously paid for goods and/or services the CO has not yet provided, plus any financing costs the CL may have incurred in connection therewith.

6.2 Default of payment

In derogation from the statutory rule, the amount of default interest which shall fall due in cases of culpable default of payment is hereby set at 5% per annum. In cases of non-culpable default of payment, no claim for default interest shall arise. In both cases, no compensation shall be recoverable for the costs of extra-judicial claims management and collection actions.

6.3 Contractual warranty

6.3.1 The contractual warranty shall be in addition to the statutory warranty and shall be deemed to extend it as follows:

6.3.2 The CO hereby warrants that the goods and services are in accordance with the order and that they are suitable for their intended use. Further, it warrants that the warranty characteristics comport with the most recent state of the art and that they are designed in accordance with the norms/legal requirements and standards applicable in Austria.

6.3.3 The contractual warranty period shall begin on the date of formal acceptance and shall run for a period of 12 months.

6.3.4 Where a concealed defect is present, the warranty period shall not begin to run until such time as the defect is objectively discernible.

6.3.5 Throughout the term of the warranty period, the CO shall bear the burden of proving the existence of a defect for which the CO bears no responsibility. The CO hereby waives its right to assert the defense of belated notice of a defect.

6.3.6 Without regard as to whether the defects for which it/its subcontractors/sub-suppliers bear liability could have been detected at an earlier point or not, the CO shall eliminate any such defects (at the CL's option) by repairing the defect, by replacement and/or subsequent delivery, taking account of the project-specific situation and scheduling requirements.

6.3.7 Notwithstanding the foregoing, the CL shall retain the options, at its discretion, of abating the price and rescinding the contract.

6.3.8 In the event of serial errors, the CL may demand the replacement of all devices of that series.

6.4 Contractual penalties

6.4.1 _Default:_
If the CO should exceed the agreed periods and deadlines agreed in the order and the documents underlying the order/if the CO should fail to comply with warranty characteristics, then it shall pay contractual penalties, each of which are calculated on the basis of the overall order value. In each case, contractual penalties are deducted from the CO's actual invoices/from claims of the CO.

6.4.2 _Scheduling delay [default] in respect of goods/services:_ 1% per week of delay or part thereof, to a maximum of 10% of the total order value. This rule shall also apply with respect to fixed individual deadlines, unless the PAs have made agreements to the contrary.

6.4.3 _Scheduling delay [default] in respect to documentation:_ 0.5% per week of delay or part thereof per individual date, to a maximum of 5% of total order value.

6.4.4 _Contractual penalty where warranty characteristics/contractual warranties/performance ratings/ performance data/performance and reaction times, etc are not met:_ The PAs shall set forth detailed specifics hereof in their minutes of negotiations/in the contract between the CL and CO/in the annexes thereto.

6.4.5 The payment of contractual penalties shall not relieve the CO of its obligation to perform its contractual, liability and warranty obligations.

6.4.6 The obligation of the CO to pay a contractual penalty shall arise at such time as the default occurs, without the need for any proof of losses by the CL. It is not necessary for the CL to express any reservations when accepting goods (including in the case of delay) to preserve its right to demand a contractual penalty.

6.4.7 In all cases of imminent defaults of or defaults which actually have arisen, irrespective of the cause, the CO shall structure its performance of the order in so flexible a manner that delays are minimized.

6.5 Goods and services free of third party rights

6.5.1 If the CL's contractual use of goods and services forming the subject-matter of this contract infringe on intellectual property rights of third parties, and if the CO is prohibited with legal effect from making use thereof, whether in whole or in part/where such a prohibition is imminent, the CO shall, at its own cost and expense and within a reasonable time, at its option (i) procure the right of use thereof for the CL or (ii) configure the goods and services affected in a manner which is free of intellectual property rights, or (iii) shall replace the goods and services affected thereby with others of at least equal quality and capacity which do not infringe on third party intellectual property rights.

6.5.2 If claims are made against the CL for breach of intellectual property rights of third parties on the basis of its use of the IT components, or if assertion of such a claim is imminent, the CL shall inform the CO without delay. The CL shall provide the CO with the opportunity to defend against the claim/to procure rights thereto in full. The CO shall indemnify the CL for any and

all losses which it may incur as a result of a proven infringement of intellectual property rights of third parties due to goods or services of the CO.

6.5.3 A portion of the CL's reimbursable losses shall also include payments for extra-judicial settlement of disputes to which the CL may agree with the consent of the CO. The CO shall not refuse such consent unreasonably.

7 TERM OF CONTRACT

7.1 Premature termination of the contract

7.1.1 The CL is entitled to rescind this contract for good cause at any time, by making a unilateral declaration. "Good cause" shall, in particular, be deemed to exist where

7.1.1.1 liquidation proceedings or bankruptcy proceedings are opened over the assets of the CO, or an application for the opening of bankruptcy proceedings is dismissed due to a lack of sufficient assets;

7.1.1.2 the CO itself, or a person engaged by the CO to perform the contract, breaches duties of confidentiality;

7.1.1.3 the CO (or, if multiple COs, any one of them) dies or loses legal capacity;

7.1.1.4 the CO deploys a subcontractor who has not been approved by the CL.

7.1.2 Where the CL gives notice of immediate rescission of this agreement under this provision, the CO shall forfeit each and every claim to compensation to the extent it has not already rendered partial consideration which is capable of use by the CL. To this extent, the CO shall reimburse the CL without delay for any payments which have already been made. The CO shall compensate the CL for any additional costs arising due to any transfer of the order to a third party.

7.2 Notice of termination

Where the contractual relationship between CL and CO constitutes a long-term contractual relationship, both the CL and the CO are entitled at any time to terminate this agreement upon 6 months' notice to the end of any month.

8 MISCELLANEOUS

8.1 Employment legislation

The CO is obliged to comply with the Austrian Employee Protection Act, the Austrian Working Time Act, the Austrian Rest Period Acts, and the Austrian Employment of Aliens Act for citizens from outside the EEA, and, as to citizens of the new Member States which acceded to the EU on 1 May 2004, the Transitional Provisions on EU Expansion (§ 32a of the Austrian Employment of Aliens Act). In the event that the CL suffers any losses or disadvantages, irrespective of the type or kind thereof, arising out of the CO's non-compliance with Austrian law, in particular of the acts referenced in the first sentence of this section, the CO shall indemnify and hold the CL completely harmless therefor.

8.2 Confidentiality

8.2.1 Each PA shall treat as confidential all information and documents delivered to it in connection with this contractual relationship or otherwise coming to its knowledge in connection with the contractual relationship, and shall ensure confidential treatment thereof by its employees as well as by any third parties it may engage. The foregoing shall also apply in respect of the fact that the CL has placed this order, as well as with respect to the contractual relationship and details regarding its management.

8.2.2 This duty of confidentiality shall not apply to documents and information

8.2.2.1 which are shown by evidence to be generally known or which become generally known, without this being due to any action taken by a PA, or

8.2.2.2 were already known to a PA in a legitimate manner, before the other PA provided access to the information to that PA, or

8.2.2.3 have come to the knowledge of a party by a third party, without any breach of the duty of confidentiality which one of the PAPs bears towards the other.

8.2.3 Where a PA fails to impose the duties of confidentiality on its employees or vicarious agents, it shall bear liability for all losses arising therefrom.

8.2.4 The foregoing obligations shall continue in force for a period of 2 years following complete delivery/performance of the agreed goods and services/after this contract comes to an end.

8.2.5 The CO hereby undertakes to process any IT components of the CL which it has replaced such that the information contained thereon is no longer readable, or shall destroy the same as agreed, under the other PA's observation. At the CL's request, the CO shall confirm in writing in each individual case that it has successfully deleted or destroyed such information.

8.3 Subcontracting
Any and all subcontracting by the CO shall require the CL's prior written approval.

8.4 Retention of title
No claim of retention of title shall be available.

8.5 Right of retention and duty to perform contractual consideration
In cases of dispute, the CO shall not be entitled to withhold any deliveries or to cease rendering services.

8.6 Agency:
Individuals who provide declarations on behalf of the CO to the CL shall be deemed to have unlimited authority to do so.

8.7 Written form requirement
No addenda or amendments shall be valid unless made in written form and executed by both PAs. The foregoing shall also apply to any waiver of this requirement of written form.

8.8 Jurisdiction and venue, choice of law
8.8.1 This agreement is subject to Austrian Law, excluding its conflicts-of-law on norms such as, in particular, the Austrian International Private Law Act, the 1980 Rome Convention on the law applicable to contractual obligations and Regulation (EC) 593/2008, and excluding the UN Convention on International Sale of Goods.

8.8.2 For all disputes arising out of and with respect to this agreement, including its validity and its effects following termination thereof, jurisdiction and venue are hereby agreed to lie with the court with subject-matter jurisdiction in Linz.