

General Service and Support Conditions

1. General Comments

1.1. For contracts between BFTS and the Customer, these “General Service and Support Conditions” shall apply exclusively in the version valid at the time in question, subject to the “General Terms and Conditions of Trading”. They are available to the customer for downloading under www.bfts.biz or may be ordered in their current valid versions in writing from BFTS. Any deviating or contradictory conditions of the Customer’s cannot be or become part of any contract with BFTS.

1.2. The following conditions apply in particular to the provision of all – including all future- service performances, online support and hardware maintenance services offered by BFTS for the usage of services and products that itself sells.

1.3. The written form (“in writing”) in the sense of all BFTS-General Contractual Conditions is guaranteed exclusively by the sending of the original of the document in question, which is to be provided with the original signature(s) of the contractual party (parties), where appropriate, mutually. Oral agreements, telefax copies and any exchange of information by electronic means are at all times non-binding. In particular, the written form requirement itself may only be waived in writing.

1.4. Any alterations, side agreements or assurances pertaining to the following stipulations require the written form in order to become effective, as well as the explicit written consent of BFTS. Oral agreements, telefax copies, e-mails etc. are non-binding due to their failure to fulfil the written form requirement (cf. Fig. 1.3).

1.5. BFTS provides the services described in more detail in the following exclusively for products and goods that it itself sells, inasmuch as these are deployed by the customer unchanged and using the configuration and system environment prescribed or recommended by BFTS and on the premises agreed upon.

2. Offers, Prices, Registration

2.1. All offers, price lists and other data pertaining to the performance are subject to confirmation. The prices for the training performances are oriented towards BFTS’s up-to-the minute price list valid at the given time.

Written offers compiled by BFTS shall be subject to a price maintenance agreement lasting for a period of 14 working days after receipt of the offer in question. The offers compiled by BFTS shall be sent to the Customer in both the written form and, for example, as an e-mail attachment in .PDF-format.

Performances that are not included in the offer and which do not become a part of the contract will be invoiced separately by BFTS. This applies in particular to travel costs and to costs for catering and accommodation.

2.2. All agreements, offers and orders pertaining to the contract and the implementation thereof are to be fixed in writing between BFTS and the Customer. Oral agreements and e-mails are non-binding declarations that can only become effective upon being fixed in writing and signed by both parties, unless these stipulations expressly provide for a different manner of proceeding. The order is awarded by the Customer in writing on the basis of an individual offer submitted by BFTS. The details in the offer do not constitute a guarantee of qualities in the sense of § 443 BGB (Civil Code).

3. Scope of Performance, Scanner Service and Online Support

The support services to be provided by BFTS are made up of those services that are necessary for the maintenance and re-establishing of the operational readiness of the software in the current version valid at the given time, the updating and extension of software programmes and the checking of the functionality/error diagnosis system of the scanners (together referred to as “Nursing performances”) and other services for the adaptation and further development of software programmes and scanners to suit the needs and requirements of the customers (“Other Services”, Figure 5).

The object of the scanner service is the maintenance and repair of the contractual devices (“Maintenance”), inasmuch as this is technically possible and the appropriate spare parts available. Additionally, BFTS will perform in individual cases the appropriate services required for checking and error diagnoses for software and scanners (“Case Solution.”)

BFTS assumes no liability for the maintenance and / or re-establishment of the operational readiness of any software, or for the repair of hardware components.

3.1. Online Support/Long-distance maintenance/Remote Support

BFTS performs its services by way of long distance maintenance/diagnosis (“Online Support”), in as much as this does not cause any IT-security risks at the Customers’ and the technical prerequisites for “Online Support” are given. If the services are to be performed in any other way, this requires a prior written agreement between BFTS and the Customer.

3.1.1. The problem is handled by testing the data by means of accessing the Customer's EDP equipment by remote access. The Customer shall provide the connection and the communications devices and facilities necessary for such remote access entirely at its own costs.

On its homepage, www.bfz.biz, BFTS makes its remote access software "Fastviewer" available for downloading. BFTS reserves the right to make the software available to its customer by other means, such as dispatch per e-mail. If the Customer uses Linux-based programmes or Apple-Macintosh software, then it will not be possible to use the BFTS-provided remote access software "Fastviewer". In such a case the Customer is obliged to provide a remote access tool with a settlement function at its own costs.

3.1.2. The testing of the data stocks, protocols and functional routines will be undertaken using the remote access tool provided by BFTS. BFTS and the Customer will coordinate the point in time of said remote access either online or per telephone.

3.1.3. The Customer pledges to BFTS that it will make the access to its systems by means of the BFTS-provided software possible at its own cost ("Remote function").

Remote access will follow in the context of one single sitting and only with the Customer's consent and under its supervision. The process may be discontinued at any time by either the Customer or BFTS. The Customer is able to control which tasks are carried out in the context of the remote access, in particular which person-related and other data are accessed. The Customer has at all times the possibility of blocking data directories for access by BFTS with the aid of the remote access tool or to deny the remote access altogether, without this having any effect upon its contractual payment and cooperation duties towards BFTS.

3.1.4. Only border activities in connection with the remote access (e.g. IP-address, point in time and duration of the remote access) will be recorded ("log-file") and these can be made available to the Customer at the latter's express written request and at the latter's cost by BFTS.

3.1.5. The Customer is required to bear the costs for all technical and organisational measures itself that are necessary in order to guarantee data protection and data security. In this respect, BFTS enters into no obligations and does not assume any liability.

3.1.6. The analysis of the problem ("Hardware check", "configuration", "software exchange") through remote access by BFTS is done by setting up a connection to the Customer's hard- and software.

In the context of an analysis of the problem, BFTS attempts to find the causes for data problems/application errors that may occur and to recommend appropriate approaches to a solution. Inasmuch as this is possible, BFTS will, at the Customer's explicit request, attempt to solve the problems that have been incurred by means of remote access. In the event of particular difficulties in connection with the solution to the problem that cannot be dealt with in the course of problem analysis ("Hardware check", "configuration", "software exchange"), maintenance and support services are offered and performed regularly at BFTS's business domicile in Cologne, Germany. The maintenance and support services can also be performed by a local "on-the-spot" service that is available in return for a fee and must be commissioned separately. The costs for materials, dispatch etc. are borne by the Customer.

3.1.7. The following services are not included in the context of the remote maintenance/online support service:

The checking and installation of third-party programmes, database inquiries, the adaptation of forms, reports, rapid amendments, server configurations, system administration, training and schooling services (instruction).

The solving of hardware problems is also excluded in the context of remote access.

3.2. Hardware Maintenance and Case Solutions

3.2.1. The object of the maintenance work is the comprehensive testing of the scanner and its basic settings and comprises the exchange (against a fee) of defective hardware components, measures intended to optimise the system, the physical cleaning of the device, a general check of the system, and may, in individual cases, also include the provision of a substitute device, if this has been agreed in advance in writing. The maintenance tasks are recorded in the test and maintenance protocol. The maintenance and support work is regularly performed at BFTS's company domicile in Cologne, Germany. The costs for materials, dispatch etc. are borne by the customer.

3.2.2. In the context of the case solution, defective units are checked by BFTS and repaired, inasmuch as this is technically possible. The costs for materials, dispatch etc. are borne by the customer. As a general rule, the checking of the devices encompasses the following services: cleaning the optical units, the engine, cleaning and adjusting of the lasers, a review of the intensity settings, camera adjustment and setting, a review of the sensitivity of the camera and of the plug connections. The nature and extent of the review may vary in individual cases.

3.2.3. The Customer has the possibility of availing itself of further support and maintenance services in individual cases in accordance with Figures 3.1. through to 3.2.1 in return for a fee. The services performed by BFTS will be settled according to their nature, comprehensiveness and duration as stipulated in Figure 8.1. or according to an individual written agreement between BFTS and the Customer.

4. Error Rectification and Service

4.1. BFTS will analyse and, where applicable, rectify at the Customer's costs any software and hardware errors that occur during the running period of this contract.

4.2. BFTS will, as a rule, react within 2 working days to any report of an error made by the customer and attempt to rectify the error within a period of time to be fixed individually in writing in each individual case. The Customer will be informed in writing of the duration of the error rectifying measures.

4.3. Inasmuch as it can be predicted that the error that has been determined will not be rectifiable within a period of 14 days, BFTS will offer the Customer a makeshift solution ("workaround"). After this makeshift solution ("workaround") has been provided, BFTS will continue to seek to rectify the error as soon as possible, but will not be obliged to do so.

4.4. When several service defects occur simultaneously the Customer can specify to BFTS non-binding priorities for the order in which they are to be rectified.

4.5. BFTS may, in accordance with a prior, written agreement, provide the contact person nominated by the customer with a hotline for the acceptance of error reports from the customer, in return for a fee. The hotline consultancy service will be provided via the telephone and telefax numbers and e-mail address known to BFTS.

The aim of this hotline service is to enable the Customer to rectify individual application cases and defects in an appropriate manner and to solve or avoid problems itself. A problem solution is not owed, however, neither is a general instruction or training course in the use of the products and applications. The hotline service can therefore only be used by experienced members of the Customer's staff who have been trained accordingly by BFTS.

5. Other Error Rectifying and Adjustment Services, Consultancy

At the Customer's request and on the basis of a separate written order, BFTS will carry out other error rectifying and adjustment services in return for a fee. This applies in particular to any amendments to the software that are not included in the Nursing Performances and adaptations to new products and services or altered company processes at the Customer's – adaptation of the software to a different hardware and/or software environment at the Customer's, including new programme versions (e.g. new releases, updates/upgrades) to third part software used on the system – rectifying of any malfunctions that are incurred as a result of improper usage of the software on the part of the Customer, or of Force Majeure, third party interventions or any other influences for which BFTS bears no responsibility – any other adaptations, complements and extensions to the software undertaken at the Customer's request. - consultancy services.

Any claim to remuneration on the part of BFTS requires a written contract between BFTS and the Customer.

BFTS has the right to refuse the performance of these other error rectifying and adjustment services and consultancy work whenever the implementation of such services would place an unreasonable strain upon its performance capabilities. This is above all the case whenever the performance of said error rectifying and adjustment services would restrict BFTS's economic and organisational capabilities disproportionately.

6. Use of work results

6.1. Work results are all works created by the activities of BFTS in connection with this contract, in particular the programming, amendment and further development of software applications and/or hardware, as well as the ideas, algorithms, processes, specifications and reports created in the course of their development and stored in documents and on data carriers, plus all drafts, documentation and training materials pertaining to the application and maintenance of the software programmes and/or the hardware.

6.2. Inasmuch as nothing to the contrary has been agreed upon in writing in an individual case, BFTS grants the Customer a simple, non-exclusive right of exploitation to the work results from the time of their genesis for the purpose of executing the software and using the hardware to the extent agreed upon in the General Sales and Supply Conditions of BFTS in the version valid at the given time and in accordance with the restrictions contained therein. This right may be cancelled or revoked in accordance with the General Sales and Supply Conditions of BFTS or with individual contractual arrangements.

7. Cooperation on the part of the Customer

7.1. Errors in the software must be reported in writing only. An advance oral notification is possible on the condition that the Customer submits the written notification within 24 hours at the latest, in other words, confirms the advance oral notification in writing. The notification must describe the error (in particular the conditions under which it occurs, its symptoms and

effects) so that BFTS is put in a position to be able to develop solutions. To this end the Customer commits itself to using the form provided by BFTS ("error protocol"). BFTS reserves the right to refuse performance until the "error protocol" has been received.

The Customer will, at its own costs, grant BFTS the required access to its premises during its normal business hours as well as to the hard- and software necessary for the performance of the service and provide the technical equipment needed. Inasmuch as this is demanded by the urgency of the Nursing Performance in question such access will also be granted by the Customer at its own costs outside normal business hours. BFTS must see to it that the Customer's normal business operations are disrupted as little as possible as a result of its activities on the spot.

7.2. The Customer will name a qualified employee who will be available to BFTS as a contact person and is entitled to take all decisions necessary for the implementation of this contract.

8. Remuneration

8.1. On the day of the issuing of the invoice, the turnover tax, which is not quoted on the offers and cost estimates of BFTS, will be declared separately on the invoice at the rate valid on the day in question and become a part of the total amount.

8.2. The Customer will pay for the service and support performances supplied by BFTS and owed by it under the terms of Fig.3 in accordance with the following regulations: the online support and remote access services are performed on the basis of the "Log-file" (cf. Fig. 3.1.4.). The hotline service is will be settled at 15 minute billing increments based on the hourly rates agreed upon between BFTS and the Customer at the time of the conclusion of the contract. The payment from the settlement period in question shall be due within 14 days after the date on the written, orderly and auditable invoice without any deductions.

The payment is to be made within a period of 10 bank days by being credited to the account stipulated in the registration confirmation. Decisive for the question of whether the deadline has been adhered to is the date of the incoming payment to an account held by BFTS. BFTS specifically reserves the right to enforce damages resulting from any delays. The granting of discounts requires a separate written agreement.

8.3. Service and support performances may, on the basis of a written supplementary agreement between BFTS and the Customer, be paid for in the form of a flat rate, on either a monthly or an annual basis. In such cases, payment is due in advance by the 3rd working day of any given month in monthly instalments after the conclusion of the contract without any deductions. Individually agreed hourly rates, subject to any other written agreement between BFTS and the Customer specifying anything different, retain their validity for a calendar year. The maintenance and testing of the devices will be settled according to a flat rate based on BFTS's up-to-date price list. Otherwise, Fig. 8.2. para. 2 will apply.

Costs for repair work are calculated on the basis of the working hours, multiplied by BFTS's hourly rates, plus material costs. At the Customer's explicit written request BFTS will compile a binding cost estimate for the repair order, in return for a fee.

8.4. A separate remuneration will become due for services performed in accordance with Fig. 5. This will be determined in each case by individual, written offers submitted by BFTS. BFTS is entitled to demand 100% payment in advance for the services which it is required to perform. BFTS is further entitled to demand sureties in advance. It is, however, possible to agree in writing the following, for example:

The agreed remuneration shall be due for payment within 14 days after the date on the written, orderly and auditable invoice without any deductions.

The payment is to be made within a period of 10 bank days by being credited to the account stipulated in the registration confirmation. Decisive for the question of whether the deadline has been adhered to is the date of the incoming payment to an account held by BFTS. BFTS specifically reserves the right to enforce damages resulting from any delays. The granting of discounts requires a separate written agreement.

8.5. Off-setting or the exercising of a right of retention is only permitted against counter-claims from the same contractual relationship that are either undisputed or have been established in a court of law.

9. Transport

The transport conditions contained in Fig. 8 of the BFTS General Sales and Supply Conditions in the version valid at the given time shall apply, which are available to the Customer for downloading under www.bfts.biz and may also be ordered per post or per e-mail from BFTS.

10. Material and Legal Defects

10.1. BFTS guarantees that the performances owed under the terms of this contract are free from defects and not subject to the rights of any third parties, inasmuch as rights of the manufacturer of the scanner, IWL, are not affected.

BFTS commits itself to performing the services agreed upon in accordance with these General Service and Support Conditions, all other written agreements and BFTS's own General Terms and Conditions of Trade.

Notification of material and/or legal defects in connection with the services performed by BFTS must be made to BFTS in writing immediately, at the latest within 3 working days after the Customer has received the service. Any claims for compensation which the Customer might have are subject to the precondition that it has inspected the services performed by BFTS for any evident defects without delay and has reported any such defects to BFTS in writing, also without delay – within a period of three working days at the latest.

10.2. Should the performances which are an object of the contract violate the protected rights of any third parties, the Customer shall inform BFTS in writing thereof immediately and make available to the latter all information and all other appropriate means of support necessary for its defence.

10.3. BFTS will, at its own costs and discretion, either procure for the Customer the required rights of usage or alter the performances which are an object of the contract in such a way that they no longer violate the protected rights of any third parties but nevertheless continue to conform to the contractual agreements.

10.4. In the event of a violation of the protected rights of any third parties BFTS will exempt the Customer from any claims and demands for compensation resulting from this, as well as from any legal defence costs incurred, upon provision of proof. This exemption is granted under the condition that the Customer only reaches or recognises a settlement pertaining to the claims raised by third parties with the prior written consent of BFTS.

11. Liability

11.1. Unless otherwise specified in the BFTS General Contractual Conditions, BFTS shall be liable in the event of the violation of contractual or non-contractual obligations in accordance with the relevant German statutory regulations.

11.2. BFTS shall be liable for compensation – regardless of the legal basis – only in cases of wilful intent or gross negligence. In cases of simple negligence, BFTS shall only be liable for damages resulting from injury to life, body or health, plus damages resulting from the violation of an essential contractual duty (“cardinal duty”); in such a case BFTS's liability is restricted to the replacement of such damages that are typically foreseeable. Liability for cases of indirect or consequential damage, in particular lost profits or damages incurred by third parties, is excluded.

11.3. The restrictions to liability under Figure 11.2. do not apply inasmuch as BFTS shall have maliciously concealed a defect or have assumed responsibility for the quality of the goods. Claims resulting from the Product Liability Act shall remain unaffected by this.

11.4 Liability for loss of data is restricted to the expenditure for the recovery of the data, which would typically have been necessary had the Customer regularly undertaken data security measures appropriate to the degree of risk (cf. Fig. 3.1.5.) and is restricted exclusively to those costs that would have been incurred for the reconstruction of lost data in such cases.

11.5 Other compensation claims held by the Customer not covered by Figures 10 and 11 are excluded, inasmuch as the statutory regulations do not contradict this.

11.6. The above restrictions on liability also apply to the personal liability of the employees, representatives and bodies of BFTS.

12. Running Time and Cancellation

12.1. The Services and Support Contract shall come into effect upon being signed by both parties and shall initially run for a fixed period of one year from the time of its conclusion. Subsequently it will be automatically prolonged for one further year at a time, inasmuch as it is not cancelled in writing by one of the parties serving a period of notice of three months to the end of either the fixed running period or an extension period. Any other conditions pertaining to the running period that deviate from the above require an explicit written agreement between BFTS and the Customer.

Case solutions in accordance with Fig. 3.2.2. of these conditions are not subject to any fixed running period.

12.2. The Customer is entitled to cancel the contract during the fixed running period serving an ordinary period of notice of three months.

12.3. The right of both parties to cancel the contract on important grounds remains unaffected. Important grounds are in particular given when the financial situation of the other party in a given case worsens considerably, if insolvency proceedings and/or settlement proceedings are applied for regarding the assets of the other party in a given case, or if the underlying purchasing contract is cancelled, rescinded, contested or terminated in any other fashion.

12.4. All notices of cancellation require the written from

13. Confidentiality and Data Protection

13.1. "Confidential information" is all information and documents of the other party in the given case that are marked as confidential or which can be judged from the circumstances to be confidential, in particular information pertaining to company processes, business relationships and know-how, as well as all work results produced by BFTS.

13.2. The parties agree that silence is to be maintained pertaining to such confidential information. This obligation shall continue to exist for a period of 5 years after the contract has ended.

13.3. Exempt from this obligation is such confidential information that can be proven to have been known to the recipient at the time of the conclusion of the contract or which has been made known subsequently by a third party, without any violation of confidentiality agreements, legal prescriptions or official ordinances. Also exempt is information that is publicly known at the time of the conclusion of the contract or which is subsequently made publicly known, inasmuch as this does not result from a violation of this contract. Equally exempted is information that is required to be disclosed on the basis of statutory obligations or on the order of a court of law or official body. Inasmuch as this is permitted and possible, that party which is the recipient of the information required to be disclosed will inform the other party in advance and give it an opportunity to take action against the disclosure.

13.4. BFTS and the Customer will only grant access to confidential information to those consultants who are sworn to professional secrecy or can be proven to have had the confidentiality stipulations of this contract imposed upon them in writing. Furthermore, the parties will only disclose such confidential information to those members of its staff who need to possess knowledge thereof in order to be able to implement this contract and to swear these members of staff to continue to maintain secrecy after they have left the company, to the extent allowed by the stipulations of labour law.

13.5. Every culpable violation against these obligations will have as a consequence a contractual penalty amounting to 20% of the total amount owed under the terms of the contract. Farther-reaching claims held by the parties shall not be affected by this.

13.6. The contractual parties will observe the relevant data protection stipulations.

14. Choice of Legal System, Court of Jurisdiction, Miscellaneous

14.1. In the event of any deviations from the regulations in any other contracts that have already been concluded between the parties, then the stipulations of this contract shall take precedence. The BFTS "General Sales and Supply Conditions" apply as a general rule.

14.2. The Customer is fundamentally not allowed to transfer any claims held against BFTS under the terms of this contract to any third parties. Any transfer of claims to third parties can only follow with the prior written consent of BFTS.

14.3. Each contractual party may only offset undisputed or legally established claims held against the other contractual party.

14.4. With respect to these General Service and Support Conditions and indeed all legal relationships between BFTS and the Customer, the laws of the Federal Republic of Germany shall apply excluding all international and supranational (contractual) legal systems, in particular the UN purchasing laws.

14.5. If the Customer is a businessman in the sense of the commercial code, a legal entity under public law or a special fund under public law, the exclusive – also international- court of jurisdiction for all disputes arising from this contractual relationship is the legal domicile of BFTS in Cologne, Germany. BFTS is, however, also entitled to file a suit at the Customer's usual court of jurisdiction.

14.6. Should any individual stipulations of these general business conditions be partially or in their entirety ineffective, the remaining stipulations shall retain their full effectiveness. In place of the ineffective stipulations such new regulations shall come into effect that come as close as possible to the economic purpose of the contract whilst paying appropriate attention to the interests of both parties.

14.7. With their signatures, the parties agree to the exclusive applicability of the above General Service and Support Conditions.

The parties acknowledge with their signatures that the above General Service and Support Conditions are for reference only. The General Service and Support Conditions are valid exclusively in the German-language version.

Company name/stamp: _____

Place / Date / Signature