

1. SUBJECT OF CONTRACT

This licensing terms and conditions of **Busch & Partners Busch, 158 Osterberg, 21739 Dollern**, apply to delivery and use of licensed program **PCSACC/400**. The term 'licensed programs' for this license means programs, data and related documentation in machine-readable and printed form, hereinafter called 'licensed material'. Licensed material also includes all delivered or changed copies being created from this material.

It should be noted that uninterrupted and error-free operation of this programs cannot be warranted for all application environments.

A contract will be considered agreed by having an order or order form signed by the customer and by the license owner. The day when the license owner receives the order or order form signed by the customer will be considered as day of contract agreement.

2. AUTHORIZED USE

2.1 This license material is copyrighted, protection by other legal rights is not affected. The license owner grants to the customer the non-transferable and non-exclusive right to use the license material on a certain machine according to the operating conditions specified by the license provider. This designated machine has to be identified on the order form.

2.2 The customer may use this license

- permanently or temporarily
- completely or partially

to copy the machine-readable license material via LOAD, DISPLAY, RUN, TRANSFER or STORE in order to process the provided instructions and data on the designated machine or to observe, check and test the program functions contained herein. The contractual use additionally includes usage of printed license material in order to support the previously mentioned operations.

2.3 Usage of license on another than the designated machine requires separate license per system, except for the following situation:
- if the designated machine is inoperable, the license material may be used on another machine temporarily.

The required license number will be provided upon request on a timely limited basis. When replacing the designated machine by a new model with new serial number, the customer has the obligation to inform the license provider about the intended change of the designated machine. This does not apply for upgrades when keeping the same serial number. The change is effective the day of written confirmation from license provider to the customer. A changed license number will be provided without charge. If you upgrade to another hardware model the maintenance price will be adapted to the actual list price

The customer may use this license temporarily on a CPU, other than the designated CPU, for purpose of conducting disaster recovery tests. License Provider will not unreasonably withhold the necessary license code to allow customer to conduct disaster testing.

2.4 If necessary, the customer is authorized to create copies of machine-readable license material, including backup copies, according to the contractual rules for usage.

Further, the customer is authorized to change printer files and to imbed commands into other programs on his own risk.

2.5 Only machine-readable license material (object code) may be provided by the license owner in order to protect the contained and unpublished knowledge.

Even partial re-translation into a different form is inadmissible, except as specifically permitted by law without the possibility of contractual waiver.

3. LICENSE MATERIAL COPYRIGHT

3.1 Copyright for license material that has been duplicated, edited or merged with other programs (changed or unchanged) remains at the license provider.

The customer must reproduce the copyright notice(s) and all other legend(s) of ownership on each copy or partial copy of the machine-readable license material.

3.2 The customer will not provide the license material or any created copy to other parties without timely limitation, except they are staying at the customer site in order to use the license material according to the contractual rules or are permitted by the customer to access the license programs via remote workstations.

4. DELIVERY, CHARGES AND INVOICING

4.1 Delivery will take place within 4 weeks following the order placement or at a later date if required.

4.2 Delivery of licence or maintenance invoice via parcel service like, e.g., UPS, on customer requirement, will be charged separately.

4.3. Charges and payment periods for current maintenance charges will be specified on the order form. All charges are subject to tax for customers located within Germany. Sales tax will be charged at rates of taxation valid upon time of delivery. If sales tax rates are changed within the contract period, the time periods with the different sales tax rates will be considered to be separately agreed.

4.4 Obligation for payment commences upon delivery day of license material to the customer. No maintenance charge will be billed for the month of invoicing and the following two months. The remaining yearly maintenance charge will be billed in one amount in conjunction with the license charge. Maintenance charges for following years will be billed each January of the corresponding year. After payment of maintenance invoice, a licence key for 12 months will be accord.

4.5 Payment has to be made upon receipt of invoice without reduction. If no payment has been made within 30 days following invoice date, the license provider is authorized to assert interests for default. This interest amounts 10 % p.a. above the actual discount rate of the german federal bank, valid upon invoice date.

4.6 The customer's right for termination according to paragraph 9 is mentioned herewith.

4.7 The customer may accumulate only, if his claims are indisputable or legally confirmed.

5. CHARGE FREE TESTING PERIOD

No testing period free of charge is available after purchasing the license material. A charge free test license may be obtained prior to license agreement on a timely limited basis.

6. DISCLAIMER OF WARRANTY

6.1 The program is provided on an " AS IS " basis. The license provider warrants that the product is described correctly in the available marketing material and is operational in the specified environments.

6.2 DEFECT SUPPORT

The customer should be aware that error-free programs cannot be warranted. The license provider has the exclusive right for error corrections. Errors have to be documented for reproduction. Severe errors, affecting the functioning of the Exit-programs will be corrected by the license provider within 4 weeks after notification, if possible. Today reaction time is 2-8 hours and correction time 1-5 days.

Non-severe errors, not affecting the functions of the Exit-programs, normally will be corrected in the following release.

I adapt the business terms and conditions to the new warranty period.

Errors will be corrected within lawful warranty period of 2 years or, for existing maintenance contracts, without time limitations.

7. MAINTENANCE, TERMINATION

7.1 Maintenance is provided by timely limited telephone-hotline support via the phonenumber specified in the online-user's guide. Personal support at customer site without extra charge is not available.

7.2 Operation of **PCSACC/400** with a new release of i5/OS can be secured after 3 months following general availability date for Germany at the latest.

The current version is being delivered as IBM OS/400 V4R3 code (CD rom) and has been tested up to IBM i5/OS V5R4.

7.3 The required PTF's for o5/OS will be specified upon delivery. Correct operation of **PCSACC/400** can only be warranted if the required PTF's are installed or the specified PTF's are replaced by new ones. Further PTF informations can be obtained upon request. Support is provided if errors occur in conjunction with **PCSACC/400** and i5/OS Host-Server-Software, in order to identify the problem and obtain support and solution via IBM Software Support, if the problem cannot be solved by the license provider directly.

7.5. Maintenance services expires after cancellation in writing by the the licenser. (f.g., residual maintenance invoices) The cancellation period is 6 months up to the end of the calendar year.

7.6 With availability of a new program release, the licenser will disclose, in written form, the point of time wherefrom previous releases will expire or won't be maintained any longer.

7.7. The maintenance agreement can be canceled to a term of two months up to the end of the calender year by the customer. After that **PCSACC/400** can be used, without guarantee, up to one year with constrictions.

Support is possible in alliance with a maintenance contract only. If problems occur, **PCSACC/400** has to be deactivated.

An actual program version can only be secured in alliance with the purchase of a license and a maintenance contract.

Changeover exempt from charges onto another system with another serial number is no longer possible in this case.

8. LIABILITY

Regardless of the legal basis on which the customer may be entitled to recover damages from the license provider (including negligence, misrepresentation or other tort), the licenseprovider's liability will only be for payments to the amount of the purchase price specified in the license agreement.

The license provider will not be liable for any special, incidental or indirect damages or for any economic consequential damages (including lost profits or savings).

9. GENERAL

Changes or enhancements to the license agreement are accepted in written form only.

Verbal agreements are not valid.
This agreement is governed by the German law.

Legal domicile is Buxtehude (Germany).
You agree to comply to all applicable terms and conditions.

Dollern, December 2006

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