END-USER SOFTWARE LICENSE AGREEMENT ("EULA")

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7.8 The location for a subsequent performance is selected by the Licenser to be either at the Licenser's side or at the Licensee's one.

7.9 Subsequent performance is considered to have failed after the third unsuccessful attempt. If the subsequent performance fails, the Licensee is entitled to withdraw from the contract or negotiate a price reduction.

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8.3 No action or proceeding relating to this agreement may be commenced by Licensee more than one year after the cause of action arises.

9. Damages arising out of the Licensee actions

The Licensee shall defend and hold the Licenser harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of his use of the licensed materials, his negligent or wrongful acts, his violation of any applicable laws or regulations, and/or his breach of any provision of this EULA. Particularly defects in the Software have to be indicated to the Licenser immediately after the defect has been noticed to prevent anyone from harm.

10. Fees and payment terms

The total license fees for the Software are indicated in the order. The payment terms are specified on the invoice. Late payments are subject to late payment charge of one per cent per month or part thereof.

11. Governing Law and place of jurisdiction

11.1 The validity, interpretation and legal effect of this EULA shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany. The courts of

Landgericht Mannheim, Germany, shall have sole jurisdiction of any controversies regarding this agreement. Any action or other proceeding which involves such a controversy shall be brought in those courts in Mannheim and not elsewhere.

12. Severability

12.1 Should any provision of this Agreement be determined to be overly broad, ambiguous or otherwise unenforceable, such provision shall be redrafted in order to narrow its scope to the extent necessary to make the provision reasonable and enforceable. If the scope of the provision cannot be narrowed to such an extent that the provision will become enforceable, such provision shall be severed from this Agreement.

12.2 In all cases the remainder of the Agreement shall continue in full force and effect.

13. Alterations

Alterations and changes of as well as amendments to this EULA are only valid when they were made in writing and signed by both parties.