Certified Translation from German

Maintenance Agreement

1. Subject-matter of the Agreement

1.1. The parties have concluded a Software Use Agreement regarding the Move IT software licence products as defined in Annex 1 (hereinafter referred to as Software).

1.2. The subject-matter of this Agreement is the regulation of the mutual rights and obligations in connection with the agreed maintenance of the said Software by the Supplier.

1.3. The GTC of the Supplier (see Annex "General Terms and Conditions of Move IT Software GmbH") shall constitute an integral part of this Maintenance Agreement. Deviating terms and conditions or terms and conditions of contract of the Customer shall not be accepted and shall only apply if expressly confirmed by the Supplier in writing even if the Supplier does not expressly object thereto again in a specific case.

2. Scope of maintenance

2.1. The Supplier undertakes to maintain the Software being the subject-matter of this Agreement in accordance with the maintenance classes agreed and stated in Clause 4 of the "General Terms and Conditions"
Reference is also made to Clause 2.1.6. of the validly existing License Agreement, which was concluded before the Software that is the subject-matter of this Agreement.

3. Term of the Agreement

3.1. This Agreement shall be concluded for a period of one year as of the date of the Agreement.

3.2. The term of the Agreement shall be renewed by another year unless the Agreement is terminated in writing (registered letter or fax; the date of receipt being relevant) by either party not later than three months before the relevant end of the term of the Agreement.

postal address	Sitz der GmbH: Wels	Tel.: +43 (0) 7242 / 78122	licence agreement
Move IT Software GmbH	DVR: 0956023	Fax: +43 (0) 7242 / 7812215	Version 03.2009
Durisolstraße 7	FN 163.310 m, LG Wels	E-Mail: office@moveit.at	
A-4600 Wels	UID-Nr. ATU43398104	Internet: www.moveit.at	Seite 1 von 2

4. Maintenance fee, terms of payment

4.1.   The following annual maintenance fee shall be agreed for the above-mentioned services:

According to the current price list, see Annex.

4.2. Such fee shall be payable upon signing of the Agreement.

5. Liability

5.1 The Supplier shall render the services owed under this Agreement with due care. However, the Supplier shall not warrant such rendering of services and shall not be liable for the result of the services rendered by it.
In particular, the Supplier shall not be liable for recovery of destroyed data. However, the Supplier agrees to assist the customer in reconstruction of destroyed data for a charge. For the rest, the provisions of the Supplier's GTC, in particular Clause 10 of the GTC, shall apply.

6. Final Provisions

6.1 For all disputes arising out of or in connection with the Agreement, including proceedings regarding bills of exchange or cheques, the parties agree on jurisdiction of the court for Wels/Upper Austria having jurisdiction over the subject-matter. Move IT (the Supplier) shall, however, be entitled, at its option, to sue the customer before any other court which may have jurisdiction under national or international law, in particular before the court at the customer's registered office. The regulations stipulated in the foregoing provisions shall also apply in the case of disputes over the coming into existence and/or validity of the Agreement and/or the effectiveness of the agreement on the place of jurisdiction.

6.2 All legal transactions shall exclusively be subject to Austrian substantive law; the rules of conflict of laws, in particular those of private international law shall be excluded to the extent they provide for applicability of foreign laws, If in the case that a transaction relates to a foreign country Austrian law provides for application of special international substantive laws which are also applicable in Austria, such as, e.g. the adopted UN Sales Law, such laws shall not be applied.

6.3 Modifications of and amendments to this Agreement shall be made in writing in order to be valid to the extent they establish an obligation of the Supplier.

6.4 Any fees and charges related to this Agreement shall exclusively be borne by the Customer.

6.5 If any of the provisions of this Agreement is or becomes legally ineffective, the parties undertake to replace that provision by a legally effective provision which comes as close as possible to the purpose of the provision that does no longer apply.

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