

ePages GmbH
Pilatuspool 2
20355 Hamburg
Germany

General Terms and Conditions of ePages GmbH

Framework:

§ 1 General - Applicability

a) The following General Terms and Conditions apply exclusively to all transactions of ePages GmbH ("ePages"). In the event of a conflict between the Customer Terms and Conditions or any other Terms and Conditions that differ from ePages Terms and Conditions, ePages Terms and Conditions shall prevail, unless ePages has specifically agreed to such an exception in writing. ePages Terms and Conditions take precedence, even if ePages has knowledge that contradictory or different Terms and Conditions exist and ePages delivers without reservations or objections.

b) These Terms and Conditions only apply to companies in the sense of Federal Statute §§ 310 I, 14 BGB.

c) The General Terms and Conditions are composed of two parts: terms and conditions that are independent of the type of purchase involved, and the terms and conditions that govern the specific type of business transaction to be covered. The latter is covered by appendixes I-VIII. The appendix that applies is dependent on the specific products and services are to be purchased from ePages: Appendix I applies to the sale of standard software by ePages. Appendix II applies to the ePages Partner Program. Appendix III applies to training courses provided by ePages. Appendix IV applies to consulting services provided by ePages. Appendix V applies to the provision of support services through ePages. Appendix VI applies to the rental of standard software from ePages. Appendix VII governs the registration and the maintenance of domains through ePages. Finally, Appendix VIII relates to services rendered in the area of Design & Consult. In the event of a legal conflict, the specific conditions listed in the Appendixes take precedence over the general terms.

§ 2 Prices – Payment Terms

a) All prices quoted are net prices and do not include the applicable, statutory Value Added Tax (VAT).

b) Insofar as order confirmations say nothing to the contrary, ePages prices are understood to be ExW (INCO-Terms 2000). The prices include neither packaging nor transportation charges.

c) All payments are due upon receipt of invoice, unless other payment terms are listed on the invoice. Cash discounts are accepted only in cases in which they have been agreed to by ePages ahead of time and in writing.

d) ePages is entitled to charge interest for overdue accounts receivable. The interest rate is 8 percentage points above the current lending rate of the European Central Bank. In addition, ePages is entitled to interrupt or stop its performance under these Terms and Conditions if the Customer does not pay on time.

e) The Customer is not entitled to offset accounts receivable with payables s/he may have with ePages, unless s/he has a legal right to do so, or unless ePages has recognized such entitlement in writing. In such cases, the Customer is entitled to withhold payment, as long as the claim involves the same contractual dispute.

§ 3 Liability

a) ePages' liability is unlimited for intentional damage or gross negligence caused by ePages or its employees.

b) If gross negligence, willful neglect or intentional damage are not involved, ePages will only be liable if and when a cardinal obligation of this contract has been breached.

c) If a cardinal obligation is breached, as specified in § 3 b above, the maximum liability shall be limited to a) the sum of the 12 month fee for services, b) five times the contractual value for consulting, or c) three times the license fee for software licenses. In all cases, the maximum liability is limited to that which is usual and customary for such damage claims in the jurisdiction that covers these Terms and Conditions. ePages specifically excludes the assumption of any form of general liability, in particular for damages unrelated to this contract, for incidental or consequential property damage or for loss of profits.

d) The Customer is obliged to backup his/her data on a daily basis. Any potential liability of ePages in the case of loss of data is limited to the cost of restoring the data from current backups. The parties agree to define "current" as backup intervals that are reasonable and typical for the range of activity of the Customer.

e) The Customer's right to claim for damage or breach of contract expires twelve (12) months following delivery/handover.

§ 4 Retention of title

a) ePages retains title to all products, work and documentation from the customer until all receivables have been completely paid.

b) After complete payment has been made, the customer has the obligation to pick up all documentation that s/he or a third party has related to the order. This does not apply to correspondence between the parties or for simple notes related to reports, organizational changes, diagrams, calculations, reports, etc., as long as the customer retains the original.

c) ePages' obligation to retain documentation remains 6 months after the written request of ePages to the customer. If no request has been made, the obligation is for one year. Otherwise § 4 a shall apply and documents shall be retained by ePages for a maximum of two years.

§ 5 Acts of God

a) Non-controllable events that materially affect the service or make it temporarily impossible for the respective party to fulfill their side of the contract may delay the execution of this Agreement. In such cases, the party that has suffered an Act of God has the right to delay the fulfillment of their services for the duration of the hindrance plus a reasonable amount of preparation time.

b) For the purpose of this Agreement, strikes, walk-outs or similar employment disturbances are considered to be "Acts of God", since they are unforeseeable, serious and are not the fault of either party. The parties are to inform each other immediately of these occurrences.

§ 6 Miscellaneous

a) All agreements that contain a change, an addition, a clarification or a specification related to the contractual relationship between ePages and the Customer, as well as any other modification, promises, side letters, agreement or accord between ePages and the Customer must be made in writing to be considered valid. This equally applies to the rescission of this obligation.

b) The laws of the Federal Republic of Germany apply for all claims related to this contract. The parties agree that U.N. Merchant Law (CISG) specifically does not apply.

c) Venue and jurisdiction for all disputes arising out of this contract is Hamburg, Germany. ePages does, however, have the right to change venue to a court having jurisdiction over another of its locations or the location of its customers.

d) The invalidation or unenforceability for any reason of any provision of these General Terms and Conditions shall not prejudice or affect the validity or enforceability of its other provisions. The same applies if it is determined that these General Terms and Conditions contain an omission. If an omission is found, the parties hereby agree to find a solution that most closely matches the result that would have been reached, had the parties documented the issue within the body of these Terms and Conditions.

e) If the Customer's Terms and Conditions are legally identical to those of ePages, ePages agrees to accept such terms. Instead of inherently creating sets of potentially conflictual individual rules in order to solve variances between the two sets of Terms and Conditions, the parties agree to the utilization of statutory regulations to resolve such conflicts. The same applies when the Customer's Terms and Conditions contain rules that are omitted in ePages' Terms and Conditions. If ePages' Terms and Conditions contain items that are not included in the Customer's Terms and Conditions, the rules of the ePages' Terms and Conditions shall apply.

f) This English translation of the Terms and Conditions is made for convenience purposes only. In cases of linguistic disputes, only the German original shall be considered to be the authentic and final version.

Appendix I:

ePages – General Terms and Conditions for the Sale of Software

§ 1 Applicability

These specific terms and conditions for the sale of software apply exclusively to the sale of standard ePages software. In the event that ePages delivers software from other manufacturers, their corresponding license agreement(s) and terms and conditions of use shall apply.

§ 2 Software Conditions of Use

The ePages' End User License Agreement (EULA) applies for all software deliveries. The Customer shall receive the executable program files, including the digital user documentation. The program source code is not part of the delivery.

§ 3 Installation, Training and Consulting

a) The Customer is responsible for the proper installation of the software delivered. Installation, training and operating instructions for the Customer are not part of the delivery obligation of ePages. Such service delivery will only take place based on a separate agreement and will be invoiced separately.

b) Insofar as ePages provides training, consulting and/or installation assistance, the Customer is responsible for ensuring that all of his/her obligations are fulfilled, notably the reasonable provision of appropriate workspace, IT infrastructure, documentation and human capital. If the Customer does not provide these (as noted above), then the deadline(s) related to ePages' contractual obligations shall be extended accordingly.

Notwithstanding the foregoing, ePages is entitled to charge the Customer for the additional expenses involved in prolonging the deadline(s), for example, for the down-time of its staff, equipment rental, etc. Other rights of ePages under this agreement remain unaffected by such billing.

§ 4 Delivery of Product

a) The beginning of the delivery of product quoted by ePages assumes that all technical issues have been addressed.

b) In order for ePages to be able to deliver product on time, it is important that the Customer fulfill his/her obligations in a timely and orderly fashion. ePages reserves the right to insist on the fulfillment of the contract, even if such conditions are not met.

c) Insofar as the Customer does not accept the goods on time or does not hold to his/her obligations under this agreement, ePages is entitled to charge the Customer for expenses incurred by such breach. All other claims and/or rights under this agreement still remain unaffected by such billing.

d) If the conditions mentioned above are met, the Customer assumes all risks at the moment that such a delay in accepting the goods occurs or at the time that a delay in payment takes place. This applies, in particular, if the goods become lost or damaged during such a period of delay.

e) If ePages is responsible for a shipping delay, its maximum liability shall be the statutory limits, assuming that the Customer can demonstrate that his interest in the further fulfillment of the contract has been eliminated as a result of the delay.

f) ePages' maximum liability is defined by statutory limits if delays have been caused by the willful neglect or gross negligence of ePages. Damages caused by an ePages employee or agent shall be considered to be damage caused by ePages. Insofar as a delay has not been caused by a willful breach of contract, the maximum damage is limited to that which is considered usual and customary in the jurisdiction that covers these Terms and Conditions.

g) ePages' liability in cases of delivery delays is limited to the statutory maximum, assuming that the delay is due to a breach of a cardinal obligation within the contract. In such cases the maximum damage is limited to the usual and customary damage awards within the jurisdiction that covers these Terms and Conditions.

h) In addition, ePages' liability in cases of delayed delivery is limited to a maximum lump sum of 5% of the value of the delivery per full week of delay. The total lump sum may not exceed 20% of the value of the delivery.

i) All other statutory claims and rights of the Customer remain intact.

§ 5 Warranty and Damage Claims

a) Customer warranty claims are only valid based on the assumption that the Customer has fulfilled his/her investigative and claim obligations delineated in §377 HGB.

b) If the product is defective, the Customer has the following remedies at his/her disposal: i) to have the defect repaired, or ii) re-delivery of the same product without the defect. If the Customer chooses to have the defect corrected, ePages is liable for all expenses related to correcting the defect, in particular the shipping, handling, labor and parts charges, as long as the incremental expenses do not increase because of a change in ship-to venue.

c) If the correction of the defect does not fix the problem, the Customer has the choice to rescind the contract or to receive a partial refund of the purchase price.

d) ePages' maximum liability is the statutory limit in cases in which the Customer claims damages based on the willful neglect or gross negligence of ePages representatives or its agents. If intent is not involved in the damages claimed, ePages maximum liability is limited to that which is usual and

customary for such damage claims in the jurisdiction that covers these Terms and Conditions.

e) ePages' maximum liability is the statutory limit when a cardinal obligation is breached. In such cases, ePages' maximum liability shall be limited to that which is usual and customary within the jurisdiction that covers these Terms and Conditions.

f) All other forms of liability not previously mentioned are categorically excluded from these Terms and Conditions, independent of which legal basis they represent. This particularly applies to liability related to the ending of a contract, other damage claims or issues related to alleged willful neglect, as stated in § 823 BGB.

g) Insofar as ePages' liability towards its customers is excluded or limited, the same applies to the personal liability of ePages' employees, contractors and agents.

§ 6 Retention of Title

a) ePages retains title to the product until full payment and all receivables related to the purchase transaction have been settled. ePages is entitled to take back the product in the event that the Customer is in breach of contract, in particular, if the Customer's payment is late. Repatriation of the goods in and of itself does not invalidate the contract.

b) The Customer has the obligation to inform ePages immediately if a third party impounds, puts a lien on or otherwise encroaches on the property rights of ePages related to the product.

c) Based on the conditions set forth in the ePages EULA, and within the bounds of a standard business transaction, the Customer is entitled to sell the product. In such cases s/he cedes all claims, rights, duties and privileges up to and including the total amount invoiced by ePages (including VAT) to his/her purchaser or third party. ePages accepts such cession. The Customer remains entitled to the collection of the receivable from said third party until the actual transfer of title has been made. ePages agrees not to pursue collection of this debt with the third party, as long as the Customer holds to his/her rights and obligations and does not file for bankruptcy, insolvency or statutory protection from creditors. If this does occur and, if requested, the Customer shall be obliged to inform ePages of the name and all other relevant information regarding the future debtor, in order for ePages to collect on the receivable.

Appendix II:

ePages – General Conditions for the ePages Partner Program

§ 1 Applicability and Scope

a) This agreement is intended to define the relationship between ePages and its official Partners (hereinafter referred to as "Partners") who will market internet-based e-commerce solutions that are based on ePages software. This includes a common marketing approach of both parties. Within the scope of this agreement the Partner has the right to sell the software, based on the conditions delineated in this Agreement and in the ePages End User License Agreement (EULA).

b) This Partner Agreement governs the legal relationships between the parties and the rights and obligations of both parties.

c) The Partner can become either a

Implementation Partner,

a Hosting Partner,
or a Technology Partner

or any combination of the above, based on the ePages Partner Program.

The focus of Implementation Partners lies within the re-selling of ePages products and the implementation and customization of the products for the merchant. Hosting Partners are mainly telecommunication companies or Internet Service Providers who, based on ePages technology, offer their customers e-commerce solutions and services at a monthly rate. Technology Partners offer solutions and cartridges built on ePages technology.

d) From the date of this Agreement the Partner will include ePages software in the range of products and services s/he offers to his/her customers. The partner shall pursue the approach of providing customers with competent consulting and recommending only technologies that ensure that greatest possible utility in solving the customers' specific tasks.

e) The Partner shall be recognized and entitled to promote itself as an ePages Partner in accordance with this Agreement.

f) The services and obligations of each party are defined in the brochure, "ePages Partner Program".

§ 2 Relationship of the Parties

a) The parties shall act as autonomous and independent entities. Neither party is authorized to make official statements on behalf of the other party. Furthermore, the parties agree that neither party shall be authorized to act in an official capacity on behalf of the other party nor shall either party create an obligation of the other party to any third party for any reason whatsoever.

b) The rights granted to the parties under this Agreement are non-exclusive and non-assignable. This shall also apply to companies affiliated with the Partner with the context of § 15 AktG (Public Corporation Statutes).

c) The services that each party agrees to perform for customers shall be subject to separate agreements that are concluded independently by each party with the customer in question, unless otherwise agreed between the parties. Each party shall be solely liable to the customer in question for the services it is obliged to perform under such agreements.

§ 3 Rights and Obligations of Both Parties

a) It is the intention of the parties to create a successful business relationship and both parties shall endeavor to use their current business activities and contacts to achieve this end.

b) The parties shall regularly provide each other information and feedback related to the e-commerce market, in particular related to the solutions side of this market. In addition, they shall regularly exchange information and feedback about pending projects and problems that have arisen during the implementation of ongoing projects. This information shall be regarded as confidential in accordance with this Partner Agreement.

§ 4 Rights and Obligations of the Partner

a) The Partner agrees to apply the utmost expertise and care to ensuring that the ePages' products recommended by it to customers/prospective customers are designed for the latter's needs. The Partner will give the perspective customer both the technical and business support required to succeed.

b) The partner is hereby permitted to distribute physical copies of and to market and grant licenses to use ePages software within the course of his/her business activities. S/he is also permitted to transfer the rights and obligations delineated in the EULA to his/her customer. In such cases, the Partner shall ensure that all customers to whom ePages software is transferred agree in writing to be bound by the terms of the EULA. If the explicit written agreement of the customer cannot be obtained (e.g. ePages

Software is an integral part of a larger software solution of the partner), the following shall apply: Through the use of his/her own Terms and Conditions, the Partner shall ensure that the ePages software programs to be delivered have at least the same protection as that required by ePages' EULA. Furthermore, the Partner is responsible for ensuring that the scope of the software use includes only that which is permitted by the specific licences purchased, in particular, that related to any and all limitations of that use..

c) The Partner hereby expressly subrogates any and all ePages related licence claims from the contractual relation to his/her customer to ePages. Consequently, ePages is authorized to litigate against any infringements of its licence agreement and corresponding rights that emanate from the contractual relationship partner/customer. This shall not diminish any of ePages' statutory rights for such infringements.

d) The Partner shall immediately notify ePages if s/he becomes aware of any licence infringement or potential infringement whatsoever involving ePages software. ePages and the Partner shall agree on and coordinate any further action against the customer..

e) The Partner may purchase the software package(s) from and use them him/herself, only if s/he signs a separate software license agreement in the same way as a standard end user. This does not apply to developer licenses.

f) The Partner shall have the right to promote ePages software. S/he shall ensure that the software is promoted using approved ePages artwork (e.g. using ePages' logos and trademarks in their original colors). In particular, the Partner shall ensure that the software is marketed in accordance with ePages' specifications and that his/her customers are provided with all appropriate documentation and information related to ePages' software. The Partner shall observe all guidelines laid down by ePages concerning the promotion of the software. S/he shall include an ePages-supplied logo at a prominent location on his/her homepage.

g) The Partner shall not give its customers any details of features or promises that are misleading or deviate from those contained within the brochures provided.

§ 5 Rights and Obligations of ePages

a) If the Partner decides to distribute ePages software as a reseller, ePages shall provide the Partner with the software based on the terms and conditions of the current ePages price list, minus the appropriate discount. The Partner is obliged to keep the information regarding the amount and/or percentage of discount confidential and agrees not to reveal this information, concomitant with §9 of this contract, to any third party.

b) The parties agree that this discount arrangement supersedes all previous discount agreements between the parties. Further rights and obligations of ePages are defined the appendices to this Agreement.

§ 6 Term and Termination of Agreement

a) This Agreement shall be effective from the date of signature hereof and shall continue for one (1) year. Upon expiration of this initial term, the Agreement shall be automatically renewed for additional terms of one (1) year, unless terminated in writing by ePages or the Partner upon ninety (90) days' notice prior to the expiration date of the respective term, or unless the parties agree to a different notice period in an agreement superseding this contract.

b) ePages retains the right to extraordinary termination for cause. This type of termination must be made in writing and requires no specific notice period. Based on the above, immediate termination of the contract can occur based on the following conditions (this list of conditions is in no way exhaustive):

- Information is received by ePages that seriously questions the solvency of the Partner (e.g. outstanding debts are no longer paid) and the Partner does not pay invoices from ePages, in spite of payment reminders.
- Any action, application or proceeding occurs in respect to the Partner for the appointment of a liquidator, trustee, receiver or similar officer, or any similar event, action, application or proceeding in any jurisdiction to which the Partner is subject;
- If the Partner is no longer considered a "going concern" or the ownership of the Partner has changed;
- If the Partner repeatedly disregards clauses in this Agreement.

c) On termination of this Agreement for any reason:

- All copies of ePages software held by the partner shall be returned to ePages immediately.
- The Partner will immediately cease to represent him/herself as an ePages Partner, as described in § 1 of this Agreement
- Each party shall immediately cease to make use of any trademarks or logos of the other party.

§ 7 Liability Towards Third Parties

a) ePages will defend and indemnify the Partner against a claim in which the software or a trademark used in ePages' solution infringes upon a copyright, patent, trademark or other intellectual property right, provided that: (i) The Partner notifies ePages in writing within 30 days of the claim; (ii) ePages has sole control over the defense and all related settlement negotiations; and (iii) the Partner provides ePages with the assistance, information and authority necessary to carry out ePages' obligations under this section. Reasonable out-of-pocket expenses incurred by the Partner in providing such assistance will be reimbursed by ePages.

b) ePages shall have no liability for any claim of infringement based on the use of a superseded or altered release of the ePages solution, if the infringement could have been avoided by the use of a current, unaltered release of the ePages solution that ePages provided to the Partner.

c) In the event that ePages' solution or trademark are held or are believed by ePages to infringe on any of the rights expressed in (1) above, ePages shall have the option, at its expense and sole discretion, to (i) modify the ePages solution or trademark to be non-infringing; or (ii) obtain for the Partner a license to continue using the ePages solution or trademark. If it is not commercially reasonable to perform either of the above options, then ePages may, at its sole discretion, terminate the license agreement because of the infringement and refund the fees paid for those licenses, or notify the Partner to cease further use of the corresponding intellectual property.

§ 8 Contractual Penalties, Special Termination and Legal Remedies

a) If a Partner violates rights and obligations from any EULA as part of any resale of the software, he shall be liable to pay a contractual penalty amounting to three times the purchase price of the corresponding software license. This does not indicate an abrogation of other rights.

b) Notwithstanding the foregoing, the rights to other claims are not abrogated, e.g. those pertaining to intellectual property, patent and copyrights as well as other forms of indemnity.

§ 9 Confidentiality

a) The parties shall be obliged to treat with confidentiality for an unlimited period of time all knowledge of confidential information and company secrets of the other party, even if they are not indicated as being confidential,

obtained as part of the present agreement. Information that is exchanged between the parties and to which the other party has no access by means of normal information channels shall be regarded as being confidential. This applies particularly to software, software systems, documentation and other forms of correspondence.

b) Confidential information shall not be made accessible to unauthorized third parties. Employees with access to the subject matters of the agreement shall be informed of the copyright of the other party to programs, data, documents and copies made thereof and shall be obligated in writing to maintain secrecy.

Appendix III:

ePages – General Terms and Conditions for Training Courses

§ 1 Applicability/Scope of Agreement

a) These specific Terms and Conditions refer to training courses that ePages GmbH may carry out from time to time.

b) In order for the trainee to participate in an official ePages training session, s/he must first register. Registration for a specific course is carried out by using the order form that is supplied by ePages—either online or on paper. The trainee selects the specific course on this form. The specific conditions related to the type and depth of the training session are listed in the current price list.

§ 2 Training Logistics

a) ePages normally carries out product-specific courses itself or subcontracts the course to a third party. ePages is free to choose the instructor or subcontractor if and when third parties are used. Furthermore, ePages may, at its sole discretion, assign the training contract to a third party. It may also modify the content of the course, as long as the objective of the course is not adversely affected. As long as ePages gives reasonable notice, ePages may also change the dates, time(s) and location(s) of courses.

b) ePages will do its best to ensure that its courses communicate and teach all of the information required to match the content of the syllabus.

c) The courses may be held at ePages facilities, at the facilities of the customer or elsewhere, as long as the venue has been coordinated with the customers within a reasonable amount of time. Courses will be held at the time that is listed in the offer sent by ePages and signed by the customer.

d) Insofar as courses are held in ePages facilities, ePages will provide each trainee a workstation that includes a PC system, as well as all of the required training documentation. All other ancillary expenses (e.g. travel expenses, per-diem during the course, etc.) are the financial responsibility of the trainee.

e) When courses are to take place at the facility of the trainee, the trainee agrees to provide the infrastructure required to efficiently and effectively run the course. This includes, but is not limited making sure that the work stations and PCs function properly, as well as ensuring that all required online connections work correctly. The trainee is responsible for the expense related to procuring, setting up and maintaining this infrastructure. If both parties agree, ePages can do the setup for the trainee, e.g. by providing systems that have the software pre-installed on the systems of the trainee(s) or on the systems located at a third party's venue. If the parties agree to third party logistics, this service shall be separately listed on the quote and chargeable to the trainee.

f) Each trainee will receive a certificate at the end of each course, confirming his/her participation.

§ 3 Course Cancellation by ePages

a) ePages has the right to cancel a training course if any of the following circumstances occurs: (i) the number of participants is so few or so many that a reasonable training session cannot be assured or makes little or no economic sense; (ii) if the trainer becomes ill; (iii) if there are insurmountable technical problems that are neither under the control nor the responsibility of ePages.

b) Before a course is canceled, ePages will attempt to coordinate a new date for the course with the customers. If this is possible, the existing contract shall remain valid and the offer shall simply be amended to reflect the new date. If it is not possible to agree on an alternative date, the existing contract should be canceled, and in particular, any monies previously paid by the customer shall be refunded.

§ 4 Cancellation by the Customer

a) Before a course begins, the trainee has the right to send a surrogate trainee, if s/he cannot attend. This type of change (substitution of person/people) is free of charge for the trainee.

b) The trainee may also cancel the contract at any time by sending a written declaration to that effect.

c) Insofar as the cancellation of the contract happens 10 weekdays (at the latest) before the beginning of the course, the cancellation is free of charge. If the cancellation happens less between 10 and 5 weekdays before the beginning of the course, a 50% penalty is due. If the cancellation occurs in less than 5 weekdays before the beginning of the course, the entire course fee is due from the trainee.

d) If the trainee simply wishes to change the date of a course—without canceling the entire contract, the change must be submitted to and received by ePages in writing at latest 5 weekdays before the beginning of the training session. Such a cancellation does not engender any costs for the trainee. If the course is canceled within the 5 weekdays prior to the original course date, the trainee is required to pay 50% of the agreed fee as a cancellation penalty.

§ 5 Rights to Course Documentation, Software

a) All training documentation are exclusively for the individual use of the trainee.

b) The trainee recognizes and accepts both the copyrights of ePages and the rights-of-use of the documentation and course software.

c) ePages grants the trainee a one-time, non-transferable right to use the course materials and the course software for the purpose of the course that has been contractually agreed upon. The right-of-use of the training software is limited to the length of the course and ends automatically once the course has been completed. The trainee is only permitted to use the course software in the training facilities. The trainee understands that it is strictly prohibited to reproduce the training documentation or the training software. This particularly applies to using electronic media to process, to reproduce, or modify the software. It is also strictly prohibited to make the documentation or the software available to any third parties in any form whatsoever. In this sense, the course materials include all electronic media that are related to the course, as well as any data networks or training systems related to ePages software.

d) If the course takes place in the facilities of the trainee and the trainee does not have the required ePages Software available, ePages will provide the software and install it on the system of the trainee and delete the same files once the course has been completed. The trainee is obliged to assist ePages in this effort. It is the responsibility of the trainee to ensure that the software

that has been installed for this purpose not be made available to third parties. It may not be retained after the course for any reason whatsoever.

e) The trainee recognizes the patent, copyright, trademark and naming rights of ePages GmbH related to the software and all of the corresponding documentation. It is strictly prohibited to remove or modify the intellectual property (IP) notice or other copyright-related information. It is equally not permitted to make such notices unreadable.

§ 6 Confidentiality

a) The trainee is obliged to treat all information acquired through the training course as strictly confidential. This obligation is not limited in time and survives the end of the course. Without the written permission of ePages, it is not permitted to give this information to any third party or to utilize it after the course is over.

b) The trainee agrees to not give courses on ePages products. This applies to both internal and external training courses.

Appendix IV:

ePages – Terms and Conditions for Consulting

§ 1 Applicability

These Terms and Conditions apply to the provision of ePages Consulting Services within the framework of IT support services, as well as for contracts related to the planning, construction, expansion, or modification of software programs.

§ 2 Contract Services/Scope of Service

a) The details of the services to be provided, including the types of tasks, the length of the assignment, the compensation, etc. will be specified in a separate document, entitled, "Solution Proposal".

b) This Agreement is composed of the Order -Form, the Solution Proposal, the Terms and Conditions, and all other documents related to the corresponding responsibilities of the two parties, specified in the various contracts as material components.

c) Services other than those found on the Order Form (e.g. delivery and licensing of standard software, installation, data migration, training, software maintenance, support, etc.) are not part of this contract and will be invoiced separately.

d) In order to ensure the smooth execution of the contractual services, ePages and the Customer will each name contract people or project coordinator(s) for the management and coordination of the services. These individuals will be empowered to make decisions or to cause decisions to be made in a timely fashion. In addition to being available to the teams they support, they also will remain available as primary contacts to each other. Their primary objective is to coordinate the execution of the project and to jointly monitor milestones.

e) On an as-needed basis, the parties will coordinate regular meetings. Minutes will be taken at the meetings, the results of which will be binding to both parties. This includes the separation of duties.

f) If required, ePages and the Customer will create and maintain a project plan that will contain both time and task milestones. The plan will be updated as needed. If the Customer so wishes, ePages will use the project plan to keep the Customer up-to-date as to the status of the project.

g) If the creation of a formal software specification is not listed as a task on the Solution Proposal, ePages will not be required to create one for the simple purpose of documenting Customer requests. For the purposes of this contract, the work specification is assumed to be the responsibility of the Customer. If the creation of such a specification is required or requested, this will be invoiced separately. If the creation of a specification is not expressly agreed to in the Solution Proposal, nor separately invoiced, if the Customer requests are not specifically listed in the Solution Proposal, if the supporting documentation contains material mistakes, is not clear or includes items that are impossible to fulfill, then ePages will propose to the Customer the creation of a formalized specification. If the Customer accepts the proposal, ePages will provide the service at the Customer's request at the hourly rate in effect at that time, assuming that such a request leads to incremental expense for ePages, based on the initial scope of the project. In such cases, Paragraph f) applies.

h) In the event that ePages does compile a specification, it will present the specification to the Customer for approval. The Customer is required to approve or disapprove the specification within 14 calendar days after receipt of the specification from ePages. Paragraph 8 applies. If the Customer does not object to the document within those 14 days, for the purposes of this contract the document is assumed to be approved. This applies particularly in cases in which the 14 days have lapsed and ePages has already begun with the implementation of the structures and tasks listed in the specification and the Customer has not objected. At this point in time, or at the moment of the formal approval of the specification, the specification will be considered a binding document for further contractual work to be performed by ePages for the Customer. The specification therefore becomes an integral part of the Agreement between ePages and the Customer and will be filed as an appendix to the contract. No other formalities are required.

i) Notwithstanding all other rights and obligations under this contract, ePages may employ subcontractors for the completion of the project. ePages will use employees and subcontractors with the requisite education and the necessary technical knowledge. ePages will ensure that all personnel that works with the Customer is properly trained and they will monitor their work throughout the duration of the fulfillment of the contract. In addition, ePages will decide, based on its own estimations, which employees and/or subcontractors will be used or replaced at any given point in time.

§ 3 Place of Employment, Customer Responsibility During Project

a) The services are to be performed at the location which allows the work to be carried out properly and professionally. This may be the Customer's site, e.g. at his/her corporate headquarters or at a regional or branch office. The services may also be performed at ePages facilities. There is no contractual right or obligation to carry out the work at the Customer's location.

b) In the event that the services are to be carried out at the Customer's location, the Customer is required to the best of his/her ability, to promptly provide all necessary conditions for the fulfillment of the contract. If the purpose of the contract is to create, expand or modify software, the Customer commits to providing all of the appropriate tools, including workspace, system capacity and employees for the purpose of development and testing. These people and tools shall be provided without additional expense to ePages.

c) When required, the details of the Customer's responsibilities will be documented in the Solution Proposal.

§ 4 Confidentiality and Non-Disclosure

a) Both parties are obliged not to divulge any information discovered during the execution of this contract that may be deemed confidential or company

secrets. The disclosure of confidential information to a third party is permitted only with the written consent of the other party to this contract. There is no time limit to this clause.

b) The obligation of confidential treatment of information does not apply to ePages regarding ideas, concepts, know-how, and techniques related to software development, to data with which ePages was already familiar prior to the execution of this contract, or to information that lies outside of the scope of this contract.

c) The rights and obligations contained in this confidentiality clause apply to both parties, as well as to any third parties who may take part in the fulfillment of this contract.

d) The Customer agrees that within the framework of this contract, ePages is authorized to process confidential HR information or to have the data processed by third parties under observance of the German Data Protection Act.

e) Under the terms of this contract, ePages has the right to use the name logos and slogans of the Customer in the context of a customer reference at trade shows, conferences and other events, as well as in press releases, success stories and advertising in print, electronic, and other media.

f) ePages is authorized to use the name of the Customer in its own reference list.

§ 5 Hiring of ePages Employees

The Customer agrees to refrain from attempting to hire ePages employees either directly or indirectly, as an employee or as an independent contractor. This obligation remains in effect 12 months after the termination of this contract.

§ 6 Changes in Scope of Service/Solution Proposal

a) After the creation of a Solution Proposal, if the Customer requires changes in the Scope of Work and/or the Solution Proposal the Customer will make a written change request. ePages will examine the request and make a determination as to whether the change is feasible and still possible, in light of current operational capacity.

b) If the Customer's changes affect that which was agreed upon in the Solution Proposal, particularly regarding the estimated number of billable hours, ePages reserves the right to amend the Solution Proposal to reflect the changes—even if a fixed fee has previously been agreed upon by both parties. ePages is obliged to communicate the changes to the Customer within a reasonable amount of time. In general, the number of calendar days originally contracted will be extended by the number of days required to study the proposed changes, to quote on the proposed changes, to negotiate about the proposed changes, and to re-start the project.

c) If the Customer does not accept the new quote, including the revised services communicated to him by ePages within one week, or if a compromise cannot be found within a period of two additional weeks, ePages can then choose either to continue with the execution of the contract based on the original Solution Proposal or to terminate this contract.

d) The above rule also applies if ePages proposes changes to the Customer.

e) When changes are agreed to, the Customer hereby acknowledges the obligation to present the requested changes to the same level of detail found in the Solution Proposal or in other contractual components. The Customer must, upon request by ePages, describe the requested modifications or changes to the same level of detail as in the individual contract or other contract components. In the event that the changes agreed upon deal with formal specifications or other documents and the changes require modifications of these documents, clause 2 (f) applies.

f) The above clauses also apply when detail provided by the Customer causes a change (or addition) request.

§ 7 Compensation and Terms of Payment

a) The payment for the services of ePages will be agreed upon in form and scope in writing within the Solution Proposal. It will be based either on the amount of time required for the job or it will be at a fixed rate. Both must be documented.

b) If no agreement as to the form and/or scope of the payment exists, then the compensation will be based on the billable hours, using the current ePages price list at the time the contract is signed.

c) If a fixed rate for the services of ePages has not been agreed upon, the payment will automatically be based on billable hours. The rates are based on the assumption of a standard 8-hour work day. Each additional hour will be billed at 1/8th of the daily rate. All other hours will be billed at the hourly rate listed in the Solution Proposal.

d) If a fixed rate has not been agreed upon or if the consulting contract does not involve a maximum number of man days or hours, all man days/hours worked that go beyond the work estimation will be billable, assuming they apply to fulfilling the contractual purpose. This particularly applies when the work estimation includes the word, "approx." If it becomes apparent during ePages' performance under this contract that a significant overage of hours is expected, ePages is obliged to inform the Customer of the overage. Nevertheless, for the purpose of this contract the parties agree that an overage of the number of man days of less than 20% is considered immaterial.

e) ePages will invoice the Customer for the services rendered. Unless otherwise agreed in writing, ePages is authorized to invoice the Customer every two weeks for work performed on an hourly or man day-basis.

f) The signed service proof shall serve as evidence of the number of hours worked. Unless otherwise agreed in writing, the Customer's signature is evidence that the work has been performed by ePages. This approval, based on the stipulations in paragraph 8 of this agreement, is still considered conditional.

g) Unless otherwise specified, ePages has the right to invoice all reasonable and customer ancillary expenses (travel, meals, etc.) related to the assignment. It is ePages' responsibility to choose the means of transportation and the accommodations. Travel expenses are to be listed separately on the invoices.

h) With the exception of meals, the Customer is required to reimburse expenses in the actual amounts paid by ePages, not as a per diem. Upon request, ePages' headquarters will provide copies of any or all receipts ePages has for the relevant travel expenses.

i) ePages has a contractual right to compensation for travel time. 50% of the consultants' travel will be on weekends (Saturdays and Sundays). Unless otherwise agreed, 100% of the travel time represents billable hours.

j) Multiple debtors (companies or people) are jointly liable.

§ 8 Acceptance of Service Delivery

a) ePages is obliged to communicate the results of their consulting work (or stages of work) to the Customer in proper form. The Customer is required to confirm the receipt in writing.

b) The Customer is required to promptly ensure that the contractual work has, indeed adhered to the contract and performs the essential functions promised. Obvious quality issues, bugs or mistakes must be communicated to ePages. It is important that the Customer pay particular attention to software issues at month-end, year-end and at other points during the year when specific modules are installed.

c) Unless otherwise agreed upon, the Customer has a period of 2 weeks in which to make claims. In the event that the Customer does wish to make a claim, s/he is required to do so in writing.

d) Acceptance issues related to the concepts or other issues involving the consulting work performed by ePages can be classified in the following manner:

Class 1: Significant effect on the usability. The usability of the concept or of the results of the consulting work are significantly limited.
Class 2: No significant effect on the usability. The usability of the concept or of the results of the consulting work is not or not significantly limited.

e) Acceptance issues related to the software and its components are classified in the following manner:

Class 1: The system cannot be used. The bug cannot be fixed or circumvented by economically feasible workarounds;

Class 2: The issues are not so grave that they impede the use of the system. Workarounds can be utilized by modifying some of the organizational structure and by using other means;

Class 3: The issues have no material effect on the functionality or use of the system. The issues do not limit the system in any significant way.

The assignment of the issues into any of these categories should occur by mutual consent of both ePages and the Customer.

f) Once the deadline for the inspection of the system has elapsed, the Customer is required to accept the system and to document such acceptance on the form provided by ePages. Both parties agree that the only legitimate reason for system refusal is a Class 1 bug.

g) HTML bugs or spelling mistakes do not constitute any of the classifications listed above. The presence of such errors in no way gives the Customer the right to refuse acceptance of delivery of services.

h) If the Customer does not give his/her approval for the work done by ePages or if the reasons for the extension of the time frame are not given to ePages in writing, the parties agree that the service proof will be considered approved by the Customer. This also applies to obvious issues with the work performed by ePages and when the Customer has not fulfilled his /her investigative obligations. The Customer forgoes the right to any claims whatsoever that apply to problems that existed before the approval was given.

i) ePages has the obligation to correct Class 1 bugs that arise during the inspection period, as long as the Customer has promptly documented the bug and informed ePages in writing of the problem. Paragraph 9 of this Agreement applies. Once the bug has been corrected and to the extent that the error can be re-classified, a new system acceptance will take place.

k) After system acceptance, remaining bugs of Class 2 and with the software and its components, bugs of the Classes 2 and 3 will be corrected under the terms of the warranty.

l) ePages can request partial acceptance for each module or stage of development, assuming that the modules or stages are economically independent and useable. In such cases, the entirety services rendered will be considered accepted after the last partial acceptance (final acceptance). Partial acceptances that have already been completed will remain untouched until the conclusion of the final acceptance.

§ 9 Warranty

a) ePages warrants that the services rendered and, in particular, the software developed (including documentation) will correspond to the use intended and documented in the contract. Furthermore, such programs will not be encumbered by bugs that materially reduce or eliminate the utility of the services. The copyrights associated with the consulting performed by

ePages are not binding functional statements in the sense of the German Civil Code.

b) If the performance is still not sufficient, the Customer has the right to have deficiencies corrected. ePages has the contractual right to correct the deficiency or to redo the work, at its prerogative. If the correction is prohibitively expensive, ePages has the right to refuse the correction or to make the correction dependent on a partial compensation for the additional work.

c) ePages has the right to correct errors or bugs twice. The Customer agrees to allow ePages a reasonable amount of time to do this. Enforcing other rights in this regard is dependent on whether or not the attempts to correct the bugs or errors have failed. It is only once a second attempt to correct the problem has failed that the Customer can request a reduction in fees. Termination of the contract is only allowable and applicable if the Customer has threatened (in addition to having given notice that a problem has to be corrected) to reject the consulting work performed by ePages.

d) Statements in brochures and other materials only serve as product descriptions. They are not binding functional statements. Characteristics to which warranties apply must be expressly agreed upon in writing and denoted as such.

e) The Customer has the right to have deficiencies corrected. If the software developed in accordance with the contract is shown to have material bugs, ePages will correct the problem(s) if it/they can be reproduced or can be shown by the use of electronically-produced printouts. The Customer must report all such bugs in writing, in a comprehensible form, according to the bug-finding instructions provided. If ePages so requests, this must be done through the use of the forms provided.

f) Customer assistance is an essential element in bug-fixing. ePages will use its best efforts to correct bugs within a reasonable amount of time. The elimination of software errors should first occur by means of an off-site diagnosis and a formalized correction process, assuming the Customer possesses the necessary equipment to do so. In order for this to work, the Customer must allow ePages access to their system, if required by ePages, in order to fix the bug. Otherwise, the Customer has to send the data in electronic form to ePages.

g) ePages will communicate the corrective action to the Customer in writing and, if possible, electronically. ePages may, at its option, send a functional, corrected version to the Customer for acceptance.

h) The warranty is invalidated if the Customer or a third party in any way alters the results of the services rendered by ePages, improperly installs or maintains the software, or exposes the system or circumstances which do not meet ePages' requirements, unless the Customer can prove that these circumstances are not the cause of the problem.

i) If the bugs or problems encountered do not fall under the conditions of warranty, ePages is available to provide the corresponding services. These services will be charged at the appropriate hourly rate.

j) Warranty claims expire after 12 months after the delivery of the services.

k) Warranty claims that lead to a reduction in the amount of monies owed or to a cancellation of the contract only apply if the claim is made before the warranty expires.

§ 10 Intellectual Property and Other Indemnifications

a) ePages grants the Customer the simple, non-transferable right, non-exclusive right to use the tangible product of its services. This right is neither limited in time, nor geographic area. If the services have been contracted for the creation of software, the product of services is the object code, not the source code.

b) Unless otherwise agreed in writing, the Customer's rights involve the installation and use of the software on one individual computer system in the manner intended by its documentation.

c) For data backup and recovery purposes, the Customer has the right to make one copy of the software related to this contract. Any further reproduction of the software beyond such a copy is strictly prohibited.

d) Additionally, neither the Customer nor a third party has the right to reverse engineer, to decompile or to disassemble the software, nor to create derivations of it. The Customer is obliged to store the software in such a manner as to prevent third parties from being able to copy it.

e) All other rights of use remain exclusively with ePages. This includes, but is not limited to the right to reproduce, distribute, process and transfer the product. The Customer hereby acknowledges and recognizes ePages' ownership of the software rights and its accompanying documentation.

f) Standard software programs and so-called "ePages solution kits" supplied by ePages that may be given to the Customer during the performance of this contract do not automatically constitute a right of use, even if ePages services are provided for this standard software program or for these solution kits. In each case ePages also retains ownership of both the standard software and the solution kits.

g) The Customer is obliged to immediately inform ePages of any violation of the intellectual property rights by third parties and to make all relevant documentation and other information available to ePages in the event that ePages needs to defend itself against infractions in this area.

§ 11 Release

a) If ePages has been retained to develop software, it will confirm that the programs developed are free from third party copyrights in the Federal Republic of Germany, rights which could prohibit or limit the Customer's use of the software.

b) If, as a result of this contract, the Customer is accused by a third party of copyright, trademark, or patent rights violations in such a way that the use of the programs becomes partially or totally unavailable, ePages agrees to hold the Customer harmless against such claims, as long as the Customer communicates these claims to ePages in writing. If such a situation occurs, ePages will either obtain a license for the Customer for the continued use of the program or, at the Customer's option, ePages will modify the programs such that the alleged violations no longer exist. In the event that a program modification is not possible for reasons beyond ePages' control, ePages will put the code back in its original state and give the Customer a refund.

c) The option stated in §11.b) specifically and intentionally does not apply if the Customer uses a program which has not been authorized by ePages, or if s/he uses the software after it has been modified by a third party. Equally, this does not apply if the Customer uses the software with programs not licensed by ePages or in a manner that does not match the original contractual terms.

d) The Customer is responsible to ensure that all documentation given to ePages during the course of the project has been legally and properly acquired. ePages is in no way obligated to audit the source of documentation. The Customer agrees to hold ePages harmless against any claims brought against ePages because of documentation given to ePages in the course of the project from the Customer.

§ 12 Lack of Involvement of the Customer, Termination of the Contract

a) If, in spite of written notice and a reasonable notice period, the Customer does not hold to his/her obligations of "involvement" under this contract, or if the Customer repeatedly or seriously violates his/her obligations under this

contract, ePages has the right to terminate the contract without notice. Notwithstanding these termination rights, ePages also has the right to be reimbursed for additional expenses and damages which may result from said termination. In all cases, ePages has the right to be indemnified for all expenses involved in the contract.

b) ePages can terminate the contract by giving written notice to the Customer if the Customer is or becomes unable to pay, if the Customer goes into bankruptcy or if the Customer has been removed from the Federal trade Registry as a result of such. Notwithstanding the foregoing, ePages retains the right to termination if the Customer's accounts receivable (partial or full payments) are overdue by more than 10 days.

c) If the contract is terminated earlier than provided under standard conditions of this contract, ePages will present a final bill within 30 days after the termination.

Appendix V:

ePages – Terms and Conditions for Support Services

§ 1 Applicability

These Terms and Conditions apply to the performance of support services from ePages GmbH. Once this contract takes effect the Customer will receive technical support regarding the functionality of ePages Software or Intershop 4 (hereafter referred to as "ePages software"¹). Technical support and assistance are provided to the Customer exclusively for the installation specified on the Order Form. ePages software that has been modified by the Customer or by a third party will only be supported if and when an agreement to such has been reached by all parties (this is referred to as "customization support").

§ 2 Services

a) This Agreement authorizes the Customer to submit technical inquiries related to the use of ePages software to ePages. Once the Customer submits a technical inquiry, an "incident" is generated in the ePages Support system. An incident is the processing of a technical inquiry or the attempt to solve a technical problem, regardless of the number of the required phone calls or e-mails. Open incidents remain open until a solution is achieved, or until ePages determines that a solution is not possible.

b) ePages shall endeavor to fulfill all obligations entailed by this Agreement conscientiously and to the best of its knowledge, and to use reasonable efforts to solve all problems encountered by the Customer while using ePages Software. The Customer acknowledges that ePages does not guarantee that a solution:

- will be found within a certain period of time;
- is possible from a business administrative perspective; or
- is practical from a technical perspective.

ePages shall not render any services concerning problems that are

¹ Beginning with Version 4.5 the software previously called "Intershop 4" will be called "ePages Enterprise", "ePages Hosting" and "ePages Community" Editions.

- due to lack of knowledge or incorrect use of script or programming languages, namely Java, JavaScript, Perl, ePages Cartridge Developer Kit and Server Side Scripting ;
- due to changes made in the ePages-Software database structure;
- due to the use of published but not supported software.

2.1 Scope of Maintenance Support Services

During the term of this Agreement, ePages agrees to provide the Customer with technical consultancy and assistance related to the ePages software platform. The scope of this assistance, however, does not go beyond ePages' platform.

The basis of this consultancy and/or assistance includes the following:

- Support with simple or distributed installations;
- Support with the configuration of supported web servers used with ePages Software;
- Support with the adjustment of the operating system (for example, network configuration, system parameters, etc.), when directly related to ePages Software;
- Support or help with issues that arise during the implementation of ePages Software functions in the supplied software or Plus Packs (updates) that have been published;
- Support with store design (troubleshooting TLEs);
- Support with the configuration of basic database parameters (database support);
- General tips and help with ePages problem analysis.

2.2 Other Basic Maintenance Support Services

ePages also agrees to provide the following basic services in connection with this Support Agreement.

2.2.1 Knowledge Database

(1) The knowledge database on the Support Web site is an English-language collection of articles about known issues and their solutions, pertaining to the ePages lines of products. The articles are categorized by ePages product and topic, and can be searched according to various criteria. A password will enable the Customer to access articles and solutions not accessible to third parties.

(2) The database contains articles on installation and maintenance questions, information on development, examples, and answers to frequently asked questions. The database can be searched as often as desired, and is available at all times, except for maintenance periods and downtimes due to technical difficulties. Access is limited to reading rights.

(3) ePages agrees to maintain the database continually up-to-date by adding, revising, and updating content, generally on workdays.

(4) The address of the Support Web site shall, in principle, remain unchanged. Should changes become inevitable, the Customer will be notified accordingly.

2.2.2 Newsletter Service

ePages shall provide the Customer with a Support Newsletter (TechTalk), via e-mail, containing information on timely and relevant topics. The English-language Newsletter is distributed as a text document, with additional distribution as required in exceptional occasions. The main topics covered by the Newsletter are:

- Changes and news about ePages Customer Support;

- Product information, especially on frequently occurring problems and their solutions;
- Information on new Patches, Plus-Packs, Upgrades, and Updates;
- Information on new ePages products, features, and add-ons;
- Important news items concerning the Internet and electronic commerce.

2.2.3 Remote Maintenance

ePages is prepared to remotely access the Customer's installation, as required, and with the Customer's permission. See Sections 7.2 ("Information on Remote Maintenance") and 7.4 ("Confidential") for additional information.

2.2.4 Data Base Schematics

Once this Agreement has been signed, the Customer has the right to retrieve the most current data base schematics from ePages. This is also available on the ePages website.

2.3 Other Chargeable Services

The following Additional Services shall be rendered only if explicitly agreed upon and selected in this Agreement. There is a charge for Additional Services beyond the scope of the basic services.

2.3.1 Additional Contractual Service: Response Time Plus

(1) Generally, all inquiries are handled in the order in which they are received, independent of the form of submission, and are responded to within eight (8) business hours. ePages provides a Web form, e-mail address, and telephone line for reporting technical issues (See Section 4). If the Customer selects the Response Time Plus Additional Service, ePages guarantees a maximum response time of four (4) business hours depending on the urgency ("severity") of the issue or the Customer's inquiry.

The following levels of urgency and corresponding response times are applicable:

Urgency Levels and Specifications	Response Time from ePages
Server Failure (severity level 1) Database server or ePages software component crash	Less than one (1) business hour
Critical (severity level 2): Error or problem that has caused processing to stop or that may lead to the failure of the server	Less than two (2) business hours
Urgent (severity level 3): Problem during live operation that is clearly due to faulty behavior; problem that will have a long-term effect on production, but will not lead to immediate failure.	Less than four (4) business hours

(2) The definition of the level of urgency is a joint task of the customer and ePages. It is the sole responsibility and judgement call of ePages' Support Coordinator to determine the order with which inquiries are handled, when they have the same urgency and priority. This applies if and when a reasonable judgement call indicates that a given sense of urgency and prioritization would be more efficient and assuming that the Customer does not suffer any material issues because of a re-prioritization.

(3) The Customer agrees to remunerate this service in accordance with the current price list.

2.3.2 Contractual Service: Additional Support Contacts

(1) This Additional Contractual Service allows the Customer to appoint more than two (2) authorized contact people who can reach ePages to request

technical advice and support, if necessary. The provisions according to Section 8 a) apply to any additional contact individuals.

(2) The Customer agrees to remunerate this service in accordance with the current price list.

2.3.3 Additional Contractual Service: Support Account Manager

(1) If the Customer selects this Additional Contractual Service, ePages shall assign a Support Account Manager to the Customer. The Support Account Manager is the direct contact person for the Customer. The Support Account Manager ensures that the handling of technical and non-technical issues is efficient and s/he will be familiar with customer-specific details. If and when issues arise, in particular with open incidents, the Support Account Manager shall monitor all activities on the part of ePages.

The Customer agrees to remunerate this service in accordance with the current price list.

2.3.4 Additional Contractual Service: After-Hours Emergency Support

(1) After-Hours Emergency Support is an on-call service enabling the Customer to reach an ePages Support Engineer after business hours, in case of urgent problems. Problems reported via this service have absolute priority. After-Hours Emergency Support is available only by telephone. The Customer shall provide an English-speaking contact person for communication between ePages and the Customer.

(2) After-Hours Emergency Support covers emergency aid for the existing ePages installation. Assistance may be requested if the installation suddenly stops working. After-Hours Emergency Support can be requested for the following problems:- The database no longer responds or is offline

- ePages Software does not respond or cannot be started
- The Web server cannot connect to the ePages components (Web adapter) and/or responds with error messages.

The Support Engineer will then:

- Examine the system
- Provide "first aid" for restoring the database and help bring the overall system back online
- Analyze the reasons for the failure and make appropriate recommendations

The implementation of a solution shall begin immediately on receipt of the problem report, submitted via telephone or through remote access. Problem reports shall be processed in the order of their arrival. It is left to the discretion of the Support Engineer handling the case to change the handling order if the sense of urgency requires a reprioritization, assuming such a reprioritization is more efficient and does not cause a significant disadvantage to other partners/customers.

(3) To use After-Hours Emergency Support, the Customer will get a phone number to contact support after business hours. The telephone number shall basically remain unchanged. Should changes become inevitable, the Customer shall be notified of the new telephone number accordingly.

(4) The Customer agrees to remunerate this service in accordance with the current price list.

2.3.5 Advanced Maintenance Option (Application Support)

(1) The "advanced maintenance" support option provides chargeable services for the technical administration of ePages systems. The specific services and tasks are proactively performed by ePages' support professionals, based on a service level agreement made with the customer. Once the advanced maintenance option has been selected, the customer is not required to issue individual purchase orders for each support call.

(2) The price for the advanced maintenance option is dependent on the scope of tasks required and the size of the installation. These specifics are defined in a service level agreement between ePages and the customer.

(3) "Advanced Maintenance (Application Support)" is only available for hosting installations. Considering the specificity and uniqueness of Enterprise L and Enterprise Corporate installations, ePages may, at its sole option choose to offer Advanced Maintenance Support for these products as well.

(4) If several people are responsible for the individual installations or stores, a minimum of two technical contacts must be named by the user.

2.4 On-Call Services (Available for an Additional Fee)

Support and assistance for (a) developing new functionality, for (b) maintaining and restoring additional functionality that had been added to the standard software, as well as (c) on-site Support, is not covered with the Basic Services of this Agreement but can be agreed upon individually if required. These services are available for an extra fee. For On-site support, the current General Terms and Conditions for ePages Consulting apply exclusively.

2.5 Development Support

Insofar as the Customer gives ePages an order for development support, based on §2 of the Agreement the Customer has the right to open up to 24 incidents. If more than 24 incidents are required, an additional order is required.

Support for the following basic services is provided for those who have developer support contracts:

- Help or support in solving problems related to setting up specific ePages software functionality;
- Support related to shop design;
- General assistance related to problem solving;
- Questions related to the data base structure of an ePages instance;
- Support related to server-side scripting, ePages software APIs (IDK, xIDK), ePages webservices and cartridge developer kits (CDKs).

§3 Updates and Upgrades

3.1 Update Support

(1) In connection with this Agreement, ePages shall provide the Customer with Updates of the ePages Software as a fee-based option, based on the general licensing requirements. This service is strictly limited to the shipment and licensing of the updated software upon the Customer's request.

(2) ePages shall provide support in resolving issues encountered in the use of the Updates, only as described in the Scope of Support Services. In particular, ePages is not obliged to reproduce, in the Updates, changes previously contained in ePages software used by the Customer. If the Customer requires such services, s/he needs a separate agreement.

(3) Updates contain product improvements and are identified by a change in the ePages version number (such as ePages X.5 to ePages X.6).

3.2 Upgrade Support

(1) Upon conclusion of this Agreement, the Customer is authorized to purchase Upgrades of ePages software based on the general licensing

requirements of ePages.² This service is limited strictly to the shipment and licensing of the upgraded software on the Customer's request.

(2) ePages shall provide support in resolving issues encountered in the use of the upgrades, only as described in the scope of Support Services. In particular, ePages is not obliged to be able to reproduce changes contained in the previous version of the software used by the Customer. If the Customer desires such services, a separate agreement is required.

(3) Upgrades contain basic improvements of the functionality of the product and are identified by a change in the full ePages version number (such as ePages 4.X to ePages 5.X).

3.3 Rights to Updates/Upgrades

The terms of the ePages End User License Agreement, or the terms of the licensing requirements then current, are applicable at the time that the Upgrade or Update is provided to the Customer, in connection with the Support Agreement. In addition, the General Terms and Conditions for the sale of standard software apply. The installation of the Updates or Upgrades provided eliminates the Customer's right to use the preceding version of the software.

§4 Accessibility of ePages

(1) ePages agrees to provide sufficient personnel for ensuring the availability of ePages Customer Support. Questions shall be processed according to their priority (Response Time Plus Option) and the order in which they are received, with a response given within at least eight (8) hours during business hours. The Customer is given a number for each inquiry (case number), that allows the verification of the status and subsequent questions related to a particular inquiry. It is left to the discretion of the Support Engineer handling the case to change the handling order if (a) the case should be given priority over other cases because of the urgency level; if (b) this change appears more efficient when reasonably considered; and if (c) re-prioritizing the order of case-handling will cause no substantial disadvantage to customers who submitted cases earlier and whose case-handling will be delayed.

(2) Answers are given via e-mail or telephone. Within eight (8) business hours, a Support employee starts with the analysis of the problem and notifies the Customer of the analysis and solution steps to be taken.

(3) The definition of ePages Support business hours as well as the ePages Support contact details are available from <http://www.epages.de/support> and the ePages Support newsletter.

4.1 Support Web Site

(1) Access via the Support web site is a service that enables Customers to submit an inquiry to Customer Support by using the incident submission form available on the Web site. Inquiries may be submitted in English or German.

(2) The Customer may submit incidents via the Web site at the internet address on the Order Form related to this Agreement. The internet address of the Support Web site shall remain, in principle, unchanged. Should changes become inevitable, the Customer shall be notified of the new internet address accordingly.

4.2 E-mail

(1) E-mail access is a service that enables Customers to submit an inquiry or report issues to ePages Customer Support via e-mail. Inquiries may be submitted in English or German.

(2) The Customer can contact Customer Support via the e-mail address specified on the Order Form related to this Agreement. The e-mail address

shall remain, in principle, unchanged. Should changes become inevitable, the Customer shall be notified of the new e-mail address accordingly.

4.3 Telephone

(1) Phone access is a service that enables Customers to submit an inquiry or report issues to ePages Customer Support via telephone. Inquiries may be submitted in English or German

(2) The Customer can contact ePages Customer Support by using the hotline phone number specified on the Order Form related to this Agreement. The hotline phone number shall remain, in principle, unchanged. Should changes become inevitable, the Customer shall be notified of the new number accordingly.

§ 5 Term and Termination of the Agreement

(1) This Agreement is valid for the term specified in Section 6 (1) of the Agreement, commencing on the Effective Date (see Order Form).

(2) The Agreement shall be automatically renewed by twelve (12) months unless either of the two parties terminates the Agreement no later than ninety (90) days before the end of the agreed term of the Agreement or end of the given renewal period. Termination notice must be made in writing. If the Agreement is extended, annual fees shall be charged, in accordance with the price list valid at the time.

(3) If ePages decides not to continue developing, distributing, or providing support for a product (product end of life) for which the Customer has concluded a corresponding Support Agreement, ePages is authorized to terminate the agreement during the term with a notice of three (3) months after the end of a calendar month. If possible, ePages shall then offer the Customer a limited agreement expiring on the final termination of the support services (generally twelve (12) months after product end of life). ePages shall endeavor to promptly inform the Customer of such decisions regarding product end of life.

(4) ePages is also authorized, during the term of the Agreement, to terminate the Agreement without notice if a "significant" reason for termination arises.

(5) The following instances constitute "significant" reasons for the extraordinary termination of the Agreement by ePages:

- If the Customer has sold the ePages license specified in this agreement to a third party;
- If the Customer has violated the ePages Software license requirements for the ePages Software covered by this Agreement;
- If the Customer has disclosed the confidential contract number or password provided by ePages, allowing access to ePages service, to a third party or to employees who are not ePages contact persons according to Section 9;
- If the Customer has repeatedly failed to fulfill the obligations entailed by this Agreement, in particular the obligations according to Section 9.

(6) In the event of extraordinary termination of a contract by ePages, based on the Customer's intentional conduct, ePages shall be compensated for the entire payment as set forth in this agreement. Although ePages shall not be required to reimburse any fees previously paid, savings that may occur based on the fact that ePages may no longer be required to provide certain services may serve as a replacement for damages otherwise due. ePages and the customer reserve the right to prove that the damages suffered have a higher or lower sum than the fee to be paid.

(7) The Customer's right to extraordinary termination of the contract remains.

² Please refer to the price list.

§ 6 Terms of Payment

(1) The compensation fee (remuneration) specified in this Agreement is valid for a period of 12 months and applies to the scope and installation specified in the Agreement.

(2) In case of a renewal of the Agreement according to Section 6.1 of this Agreement, ePages reserves the right to adjust the compensation to the pricelist applicable at the time of renewal. ePages agrees to inform the Customer of any price changes for the Support Services no later than three (3) months prior to the expiration of the contractual year.

(3) The compensation per contractual year refers to the performance of services specified in the Agreement (basic services and additional services that may have been agreed upon in Section 1, such as "Response Time Plus" or "Support Account Manager").

(4) If the Customer acquires additional ePages software licenses above and beyond the number of licenses specified in the Agreement during the term, the Customer is obliged to adjust contact ePages to adjust the contract accordingly and without delay. If the Customer does not abide by this obligation, ePages is contractually empowered to unilaterally adjust the price to the number of licenses involved. This adjustment may be retroactive, beginning at the period of time at which the additional licenses were purchased. It is the Customer's responsibility to prove (a) that the subsequently acquired software licenses are not directly related to the supported installation, and (b) that no support is being received in respect to these.

(5) The annual compensation for the Support Agreement, including the fee for all additional services, is due upon the signing of the Agreement and must be paid in advance for each contractual year.

(6) If the Customer is in default of payment for more than thirty (30) days, ePages is authorized to discontinue support without further notice, until the full support price plus the accumulated fees have been paid.

§ 7 Obligations of the Customer

7.1 Authorization of ePages Contacts

If the Customer is a company with more than two (2) employees, the Customer is obliged to designate two (2) ePages contact people for questions submitted to Technical Support/Service. ePages contacts must be trained or certified by ePages. This means that each person is required to have successfully completed the standard training course(s). The Customer shall bear the costs of the certification and any required courses. This also applies to additional contact people. The contacts may be changed at the Customer's discretion. The Customer shall bear the costs of certification and training for any new contacts.

Communication and Confidentiality

Customer Contact and Configuration Information

The Customer shall provide ePages with all information required to render the services agreed upon, and duly and timely report changes thereof. This information includes, for example:

- Contact information about his/her ePages contact people;
- Installation and configuration information (hardware, operating system, Web server, IP addresses).

A change of platform of the supported installation must be announced in writing; otherwise, ePages is not obliged to fulfill the duties of this Agreement.

7.2.1 Information on Remote Maintenance

If ePages comes to the conclusion that the Customer's problem cannot be solved or that it cannot be reasonably treated through the exchange of information via e-mail, telephone, or through the Knowledge Base and web site, then the Customer shall, by virtue of signing this Agreement, grant permission to the relevant ePages Support Engineers to log into the Customer's installations for service purposes and to make the required changes. The Customer has the right to rescind permission at any time. In such cases, ePages has the right to terminate the work on the existing issue or incident.

ePages Customer Support will only directly log in to the Customer's system after prior coordination with the Customer. The Customer shall provide ePages with the remote maintenance information and tools required for accessing the system and solving the technical problems. If access to the system is not granted or is not possible, ePages may terminate the work on these customer-related issues and close the problem case or incident.

7.2.2 Customer Authorization

Whenever contacting ePages to use the services encompassed by this Agreement, the Customer shall communicate the contract number to an ePages Support Engineer for authorization purposes **without being requested to do so**; or shall enter this information in the input fields provided. The contract number and the password for extended web access must be treated as confidential, and in particular, may not be given to third parties. The Customer shall be liable for any damage caused by the unauthorized third party use of ePages services under the Customer's contract number, if the Customer discloses the contract number either deliberately or through negligence.

7.2.3 Interruption of ePages Services

The Customer shall promptly notify ePages if services are disrupted, or if errors occur in the communication between the Customer and ePages, particularly in the use of e-mail, telephone, the Support Web site, or the Newsletter. If the Customer neglects to report this matter, the Customer may not subsequently claim that these services were not performed.

Obligations to Cooperate

In the Customer's own interest, s/he is obliged to:

- perform data backups of the installations at sufficiently regular intervals, especially if problems have occurred, maintenance work is pending, or a Support Engineer has requested this measure;
- replace the default passwords with a password chosen by the Customer immediately upon installation;
- and change or render unusable passwords/access received from ePages for remote maintenance purposes, as soon as work has been concluded or the problem has been solved.

ePages shall not be liable for damages resulting from the failure to comply with these duties to cooperate. In the case of failure to comply with these duties, ePages reserves the right to terminate this Agreement with immediate effect.

Confidentiality

(1) The Customer agrees to treat all information acquired through the use of the Knowledge Database services, Newsletter and Database Scheme as confidential information, and to use this information only for internal purposes related to problem solving. Such information may be disclosed only to employees of the Customer who are indispensable for the resolution of the issues in question. The Customer is not permitted to provide this information to other third parties.

(2) If ePages obtains access to the Customer's networks during remote maintenance work, or during work on the Customer's site, the Customer must ensure that:

- ePages does not obtain access to areas that are confidential, contain protected data, information or software codes, or areas that, when viewed, interfere or in some way violate the rights of third parties or the Customer, or lead to other claims filed against ePages;
- Such areas are clearly marked as confidential;
- ePages is notified of the confidentiality of this data.

(3) ePages shall treat all information communicated or provided by the Customer with strict confidentiality, as well as all information acquired by ePages in connection with remote maintenance work or through access to the Customer's networks, if and when this information has been marked as confidential in accordance with the aforementioned regulations. Should the Customer fail to comply with these regulations, and if ePages is not culpable according to Section 8 of this Agreement, the Customer has sole liability for any damages that may ensue.

§ 8 Breach of Duty

The Customer may recover damages in accordance with the provisions of law if ePages, contrary to its contractual duties, fails to perform or performs work other than that required, as long as ePages is responsible for the breach of the contractual duty (see Section 7). The Customer may only request additional remedies after ePages has been given a reasonable time period to cure the breach and the Customer has simultaneously threatened to disallow ePages the possibility of fulfilling its obligations towards the Customer once said deadline has expired, and the deadline does, in fact, elapse without performance. In such cases the right of the Customer to terminate this Agreement will be replaced by the right of the Customer to give Notice of Termination of the Agreement.

Appendix VI:

ePages – Terms and Conditions for Software Rental

§ 1 Applicability and Scope

a) This specific set of terms and conditions for software rental apply exclusively to the rental of standard software from ePages GmbH. In cases in which ePages delivers software from other manufacturers, their corresponding licensing agreements shall apply.

b) During the term of this Agreement the Customer also has the right to "Maintenance Support" from ePages for the current and all update/upgrade versions of the rented software (details for the specific support services can be found in Appendix V. The support that makes up the service element of this contract is standard ePages maintenance support for standard products. It covers the day-to-day operation of the software. Any customized coding, or development work undertaken by the Customer on the platform is not covered by this Agreement.

c) If a rental agreement already exists, additional rental software will be governed by the existing rental agreement. If multiple agreements already exist, additional rental software shall be added to the agreement that has the longest remaining contractual period. Finally, if existing agreements are of equal length, additional rental software shall be added to the most recent

agreement. Unless otherwise provided, the rental period for additional software shall end or shall be renewed with the agreement that already exists.

If the Customer allows third parties to use or operate the software, ePages shall be entitled to require an automatic monthly count of all active software (shops). Active software that may lead to an adjustment of rental fee according to section 3 b) is defined as software that has not been disabled by the Customer (i.e. shops closed by provider) or software deliberately used for testing purposes.

§ 2 Term and Termination

a) The Agreement is valid for the term of 24 months, commencing on the "effective date" listed on the ePages order form.

b) The Agreement shall be automatically renewed for twelve (12) months, unless either of the parties terminates the Agreement no later than ninety (90) days before the end of the agreed term or before the end of the renewal period. All termination notices must be made in writing. If the term of the Agreement is extended, annual fees shall be charged, in accordance with the price list valid at the time.

c) During the term of the Agreement, ePages is also authorized to terminate the Agreement without notice if important grounds for termination arise, in particular for breach of contract related to the fulfillment of the obligations of the Customer. In such cases, ePages shall be entitled to compensation in the full amount. ePages shall not reimburse any previously paid fees, and may withhold this amount on the grounds of damages caused. ePages and the customer reserve the right to prove that the actual damages suffered have resulted in a higher or lower amount than the fee to be paid.

d) The Customer's right to extraordinary termination of the contract is not limited by the terms in this section.

§ 3 Terms of Payment

a) If the Agreement is renewed according to Section 2 (b), ePages reserves the right to adjust the rental fee according applicable at the time of renewal. ePages will inform the Customer of any price changes for the support services no later than three (3) months prior to the expiration of the contractual year.

b) If the Customer acquires additional ePages software licenses above the number of licenses specified in the Agreement during the term, ePages may adjust the price of the Rental Agreement for the contractual period, in order to cover the current number of licenses. Retroactive adjustments are permitted and are to be calculated from the date on which the additional licenses were rented.

c) Unless otherwise specified on the invoice, all payments must be made in Euro plus VAT, if applicable. The rental fee, including the fee for all additional services, becomes due upon the signing of the Agreement. It is a quarterly payment which then must be paid after each contractual quarter.

d) If the Customer is in default of payment for more than thirty (30) days, ePages is entitled to discontinue support without any further notice, until the full support price plus the accumulated fees have been paid.

§ 4 Extraordinary Notice to End the Contract

a) Both parties are entitled to terminate this contract if the other party is in material breach of this contract. The parties do, however specifically exclude termination for reasons that are not related to material breaches, in particular related to issues that do not reduce the operational functionality of the software. ePages is entitled to terminate the contract if either of the following conditions apply:

(1) If the Customer has violated the ePages Software license agreement for the ePages Software covered by this Agreement.

(2) If the Customer has disclosed the confidential contract number or password provided by ePages, allowing access to ePages service to a third party or to employees who are not listed as contact people for ePages.

(3) If the Customer has repeatedly failed to fulfill the obligations delineated by this Agreement.

b) Also in the case of contract termination, the Customer is required to immediately remove the rented software from all computers, to hand over all original diskettes, CDs, tapes and other documents to ePages, and to delete and/or properly destroy all other program copies at his/her disposal.

c) If the contract is terminated by ePages based on willful misconduct of the Customer, ePages shall be compensated for the full amount as set forth in Section 2 of this Agreement.

§ 5 Updates and Upgrades to ePages Software

a) Support with Updates

(1) In connection with this Agreement, ePages shall provide the Customer with all updates of the ePages Software, based on the general licensing requirements. This service does not include the implementation or configuration of updates.

(2) ePages is only obliged to provide support that corresponds to the standard product and product functionality found in the published "feature list". In particular, ePages will not modify the software to reflect changes made in the ePages standard software previously used by the Customer. If the Customer wishes to have such services, a separate agreement is required.

(3) Updates contain product improvements and are identified by a change in the ePages version number (such as ePages X.5 to ePages X.6).

b) Upgrades

(1) In connection with this Agreement, ePages shall provide the Customer with all upgrades of ePages Software, based on the general licensing requirements. This service does not include the implementation or configuration of the upgrades.

(2) ePages is only obliged to provide support that corresponds to the standard product and product functionality found in the published "feature list". In particular, ePages will not modify the software to reflect changes made in the ePages standard software previously used by the Customer. If the Customer wishes to have such services, a separate agreement is required.

(3) Upgrades contain major improvements to the base functionality to the product and are identified by a change in the full ePages version number (such as ePages 4.X to ePages 5.X).

c) License Agreement with Updates/Upgrades

In connection with this Rental Agreement, the terms of the most current version of the ePages EULA, are applicable at the time that the Upgrade or Update is provided to the Customer. In addition, the General Terms and Conditions for the sale of standard software apply. The installation of the Updates or Upgrades provided eliminates the Customer's right to use the preceding version of the software.

Appendix VII:

ePages – General Terms and Conditions for Domain Services

§ 1 Scope; Applicability

(1) These terms and conditions refer to the registration of one or several internet domains for business purposes (hereinafter referred to as a "Domain", even in cases in which there is more than one domain). The

purpose of this Agreement is to twofold: ePages' registration of the domain requested by the Customer and the maintenance of this registration (domain maintenance).

(2) Depending on the top level domain, the domain may be issued and maintained by any number of registry services. These organizations will grant the use of and maintain the domains based on their own registration terms and conditions. In addition, the registration policies of each individual registrar can be found under <http://www.epages.com/domain-guidelines>. Additional information about disputes under these policies related to trademark, copyright and/or other intellectual property issues can be found under: (UDRP, <http://www.icann.org/en/udrp/>). The registration of a domain consummates a contract between the Customer and the registrar, based on the registration policy of the registrar. Through this process, the Customer becomes the holder of the domain. ePages is not a contractual party to and/or with the registrar, but simply acts as an agent (see paragraph 164 of the German Civil Code, §164 BGB) for the Customer. ePages shall act in the capacity of procurement agent for the Customer in terms of the registration and the maintenance for the required domain.

(3) The Customer authorizes ePages to submit all declarations required to the registrar(s) in order for the individual domain to be registered for the Customer.

(4) Neither the provision of hosting services nor access providing is within the scope of this Agreement.

§ 2 Responsibilities of ePages

ePages agrees to provide the following services:

(1) Domain Registration

(a) ePages agrees to verify whether or not a specific domain requested by the Customer has already been issued to a third party. ePages shall not be responsible for the verification as to whether a particular domain registration violates any third party rights or violates any laws or statutes whatsoever.

(b) In the event that the verification mentioned in 1(a) shows that the requested domain has not been issued to a third party, ePages will immediately take all necessary measures to carry out the registration process for the Customer with the appropriate registrar. ePages is authorized to carry out the registration directly with the registrar or to use any intermediary whatsoever to carry out the registration.

(c) In the event that the verification mentioned in 1(a) shows that the requested domain has already been issued to a third party, ePages will inform the Customer accordingly. ePages shall have no further obligation to the Customer in regards to this domain.

(d) Under no circumstances shall ePages be liable for the successful registration of the domain. ePages has no influence on the registration process itself within the organization of the registrar and, therefore, cannot be held liable as to whether the domain is actually issued to the Customer or not.

(2) Domain Maintenance

(a) Once the registration for the Customer has been completed, ePages commits to employing all reasonable measures with the registrar(s) and/or any and all intermediaries to ensure that the holder can continue to be the registered holder of the domain. ePages cannot, however, guarantee that these efforts will be successful, i.e. ePages cannot guarantee that the domain registration(s) will continue.

(b) During the course of this contract, ePages shall remain the contact with the registrar(s) regarding section 1 (paragraph 3) of this Agreement regarding the domains, assuming that such domains are registered in the name of the Customer.

(c) ePages shall not be responsible at any point in time for the verification as to whether the use of the domain(s) may or may not constitute a violation of any third party rights, any statutes or laws whatsoever.

§ 3 Obligations of the Customer

(1) The Customer is responsible for the choice of domains (and the domain suffix). When registering the domain, s/he carries the sole responsibility for verifying whether or not the registration or the intended use of the domain is or could be a violation of any third party rights, or a violation of any statutory or legal stipulations. Furthermore, the Customer agrees to only attempt to register those domains for which s/he has verified that there is no evidence that the registration could be a violation of any third party rights, or constitute a violation of any statutory or legal stipulations. The obligation to audit the use of the domain shall continue after the domain has been registered.

(2) The Customer understands that these services from ePages are chargeable services and that s/he is obliged to compensate ePages for such services. Unless otherwise specified, the pricing and payment conditions are those which are listed in the current ePages price list and in section 6 of this Agreement, unless different pricing has been specifically agreed to by the parties in writing.

(3) The Customer is also obliged to cooperate with ePages in regards to all measures that are required for the registration, the maintenance of the registration, as well as anything else that may be required for the domain. In particular, this applies to any transfer or changes within the registration database of the registrar itself. The Customer agrees to cooperate with ePages, specifically those related to issues delineated in Section 4 of this Agreement.

§ 4 Information Required from the Customer; Appointment of an „Admin-C“

(1) Normally, Customers are required to communicate their complete name and address directly to the registrar(s). The same applies to any other information that may be required to contact Customers who are domain holders. Furthermore, the Customer is required to provide the following data when new agreements are reached:

- First name and last name of the Customer (if the Customer is a legal entity, please provide the complete company name, including the abbreviation for the type of company it represents, e.g. Inc., LLP, etc.),
- Street address (street and house number, city, zip code and country),
- Telephone number (including the country code),
- Telefax number (including the country code),
- E-Mail address.

(2) If and when the registrar requires less or more data than that which is listed in section 4(1) of this Agreement, ePages will inform the Customer as soon as possible.

(3) In order to register the Customer as the holder of the domain, the Customer is usually required to submit the name and contact details of an individual who will serve as the common point of contact for all issues related to the domain and the registration for the Customer. This standard procedure is for this person to be considered the administrative contact person, also known as “Admin-C”.

(a) According to the current policy of the DENIC e.G. (the principal registrar in Germany), the Admin-C is by definition the authorized person to make any decisions about and to represent the holder of the domain when it comes to any issues related to the domain for the holder. If the Customer is not a company registered in Germany, at a minimum the

Admin-C must be registered in Germany for DENIC-related domains. As far as DENIC is concerned, this individual shall be considered the individual authorized to transmit information to the company as required by DENIC and the Federal Statute Section 174 of the German Civil Procedure Statutes (§§174 f. ZPO).

(b) It is the Customer’s responsibility to inform him/herself as to the regulations of DENIC and/or other registrars, as well as which rights and obligations of the person acting in the capacity of the Admin-C apply, and how this individual can qualify to become the Admin-C.

(c) Furthermore, the Customer agrees to appoint an individual as Admin-C to deal with all matters related to the domain, if such a position is required by the registrar. Before the application of registration takes place, ePages will contact the individual appointed to be Admin-C and will inform him/her about this obligation.

(4) The Customer is obliged to inform ePages immediately if and when there are any changes to the information communicated to ePages and/or the registrar regarding the domain.

§ 5 Release

(1) In the event that any form of legal action is taken against ePages by a third party because of alleged legal violations that emanate from the registration and/or use of the domains covered by this Agreement, the Customer shall hold ePages harmless from any liability whatsoever in this regard. Furthermore, the Customer will also reimburse ePages for any costs or expenses incurred that are related to such legal action.

(2) This release and expense reimbursement shall include, in particular, the obligation to reimburse ePages for any legal expenses (including, but not limited to expenses related to the defense, attorney’s fees, etc.) incurred because of such legal action.

§ 6 Compensation; Payment Terms

(1) The Customer agrees to pay ePages a yearly sum of money for each domain covered by this Agreement. This compensation shall be due for each registered domain and for each year. The parties agree that once a contractual year has begun, partial years shall count as full years.

(2) The compensation mentioned in Section 1 of this Agreement shall encompass the services to be provided by ePages and delineated in Section 2 of this Agreement.

(3) Payment shall be due based on Section 1 (contractual month/contractual year) of this Agreement and shall begin with the registration of each domain.

(4) The compensation based on Section 1 of this Agreement shall be due in advance, at the latest, however, on the third work day of the corresponding contractual period.

§ 7 Contractual Period, Termination

(1) This Domain Service Agreement shall be valid for an initial period of one year following the registration of the corresponding domain. Upon expiration of this initial term, the Agreement shall be automatically renewed for additional terms of one (1) year, unless terminated in writing by either of the parties upon 1 month’s notice prior to the expiration date of the respective term (as specified in Section 126b of the German Civil Code - §126b BGB). This shall equally apply to extensions to this Agreement.

(2) Once termination takes place, all amounts due from the Customer to ePages shall become due in full to ePages based on Section 6(4) of this Agreement.

(3) The parties retain the right of termination for cause. “Cause” within the context of this contract particularly concerns the following issues:

- the Customer violates his/her obligations based on Section 4 of this Agreement,
- A valid court order is issued, or based on the Uniform Domain Name Dispute Resolution Policy (UDRP, Section 1(2)), the domain has to be transferred to a third party or has to be removed from the internet,
- In spite of payment reminders and deadlines set for late payments, the Customer still does not pay for the services according to Sections 3(2) and 6 of this Agreement.

(4) Once this Agreement has been terminated, ePages is obliged to release the domain. ePages shall communicate all of the information required about the domain registration to the corresponding registrar. This is particularly the case, if ePages is required to communicate changes in the name of the technical contact (Admin-C), the named server, the zone administrator ("Zone-C"), and the billing contact.

(5) ePages shall only be obliged to perform its obligations according to Section 4 of this Agreement, once the Customer has paid his/her obligations under this Agreement in full.

(6) At the latest, once the domain(s) is/are released according to Section 4 of this Contract, all rights of the Customer under this Agreement shall end.

Appendix VIII:

ePages – Terms and Conditions for Design & Consult Services

Section I

§ 1 Purpose

(1) Based on a separate agreement with ePages or with some other third party for the use of ePages shops, the Customer requests ePages to set up, to customize and/or to provide professional advice for the operation of his or her online shop.

(2) ePages shall customize the software based on the specific services chosen by the customer from the standard catalogue of services (see Catalogue of Services D&C). If the Customer so wishes, ePages shall advise the Customer as to the use, operation and set up of the existing / modified software, as well as any other shop related issues that the customer requests. The Customer understands that such services are chargeable services.

§ 2 Scope

(1) The services that ePages is contractually obliged to provide can be found on the order form that the Customer sends to ePages. This order form must include the specific services that are being ordered and will be confirmed by ePages by e-mail (order confirmation).

(2) Unless otherwise agreed to in writing, the Customer is responsible for the setup and configuration of the website in the World Wide Web, as well as for the accessibility of the web page via the internet. With respect to the Design & Consult services, ePages is neither responsible for the availability of storage space for the website (hosting capacity), nor for obtaining a corresponding internet domain for the Customer. Finally, the procurement of internet access (access provision itself) is not part of the services offered by ePages.

§ 3 D&C Consulting

(1) By virtue of this Appendix, ePages agrees to assist and to consult with the Customer regarding the creative aspects and benefits of the software. This assistance shall be provided within the time frame agreed upon on the order form. During the D&C consulting activities, ePages will consider which target groups are intended to be reached through the installed software and which overall concept the Customer wishes to pursue. ePages will inform the Customer about the advantages and disadvantages of individual creative and functional features of the project. ePages will also inform the Customer about general internet related issues that involve typical behavior and requirements of internet users—in particular related to software latency and to the effective balancing of text vs. graphical elements of the software.

(2) ePages is not required to give any form of industry specific legal advice whatsoever. In particular, ePages is not obliged to perform any form of survey, study or other tools related to market analysis, in order to study the habits and user behavior of individuals who may or may not belong to target groups of the shops.

Section II. Design Services

If ePages has agreed to supply D&C services for the construction of a shop interface, the following additional standards shall apply.

§ 4 Design Phase

(1) The proper customization of a web page by ePages assumes constructive cooperation between ePages and the Customer, contingent on the following standards:

(2) Based on the customer's instructions related to the scope and the functionality of the website and considering the target market to be addressed, ePages will create a basic version of the website (draft). The customer will be able to recognize the basic structure of the website with this draft. It will show all of the important design features and critical functions required. This draft will be submitted from ePages to the Customer in PPG or PDF format.

(3) ePages shall not be responsible for the creation of and connection to e-mail windows, web banners and any form of animation. Additional programming is not part of the standard offering. Logos, photographs and graphical elements that are supplied by the Customer, or which are part and parcel of picture credits that may be part of a bundle, will be included in the draft. The Customer shall be responsible for any and all product-related photographs.

(4) ePages agrees to suggest alternatives for the graphic design of the shop within the constraints of the D&C catalogue of services.

(5) Once the layout drafts have been coordinated with the Customer, ePages will finish the design of the shop such that the shop can then be put into operation.

§ 5 The Customer's Obligation to Cooperate

(1) Any content that is intended to be integrated into the shop shall be provided by the Customer. The Customer assumes complete responsibility for the creation of all content. Furthermore, ePages is not obliged to challenge the appropriateness of any given content related to the intended purpose of the shop. ePages is only obliged to inform the Customer of content related mistakes if and when they are patently obvious.

(2) The Customer is obliged to provide ePages with the following content, if such elements are to be incorporated into the website: texts, product images, category structure, product information and, where appropriate, graphics. Photographs and other graphical elements shall be made available to ePages in JPEG, GIF or PNG format and the file size shall not exceed 500 KB. Texts shall be transmitted in ANSI, DOC or txt format. Finally, within the constraints of picture credits available, ePages will search for matching and appropriate graphics available in the common photo data bases.

(3) If the Customer specifically requests ePages to customize an internet shop and such customization goes beyond the standard functionality of the ePages software version being used by the Customer, ePages shall have no obligation to ensure the compatibility and continued functionality of such customization when the standard ePages software is updated and/or upgraded.

§ 6 Acceptance and other Customer Obligations

(1) As soon as ePages has created a layout version of the shop that fulfills all of the contractual requirements (see §2, paragraph 1 of this Appendix), the Customer shall sign off on a service proof, acknowledging that the contract has been fulfilled.

(2) As soon as ePages has completed the internet shop and the contractual obligations have been fulfilled (see §2, paragraph 5 of this Appendix), the Customer shall document his or her acceptance of the shop.

(3) If ePages presents the Customer with suggestions, drafts, test versions or similar tools, the Customer shall use all reasonable efforts to review the information. Any objections and/or change requests shall be given to ePages by the Customer as soon as possible.

A violation of any of these obligations to cooperate within §5 and 6 of this Appendix shall automatically give ePages the right to retain title and shall not abrogate ePages' rights to payment in full (see §8, paragraph 7, section 2).

Section III. Payment, Change Requests, Warranty

§ 7 Change Requests

ePages has no obligation whatsoever to carry out change or enhancement requests once services have already been accepted or (in the case of consulting that is contractually limited in time) or delivered. This applies equally in cases in which the requirements for formal acceptance have been fulfilled (according to §6, paragraphs 1-2), but for which the Customer still has not given acceptance.

§ 8 Payment, Compensation

(1) The Customer agrees to pay ePages for each individual service ordered.

(2) Unless otherwise agreed, all compensation for services shall be due for payment based on cash in advance, once a formal invoice has been issued.

(3) In cases in which ePages is not involved in the setup and customizing of the software, and only sends documents and/or consults via the telephone, the compensation for the services shall be due immediately, once ePages contractual obligations have been fulfilled.

§ 9 Warranty

(1) Statutory limits of the German Civil Code (§434 BGB) determine the maximum liability ePages carries for defects in the design of the web shop.

(2) ePages has no responsibility whatsoever for any content provided by the Customer. In particular, ePages is not obliged to verify the legality and/or conformity of Customer-provided content.