Appendix F.: The Contract with Struktur AG, Sttugart, Germany 01/29 struktur' struktur AG Partner Agreement between struktur Aktiengesellschaft Junghansstrasse 5 D-70469 Stuttgart Germany [ hereinafter: STRUKTUR ] and Creative Network Solution Lab Co., Ltd. No.74, Alley 37, Lane 484, Gin-Hwa Rd. Sec.1 Tainan City 70246 Taiwan, Republic of China (hereinafter: PARTNER)

# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 02/29 RECITALS A. STRUKTUR is a computer software development firm providing integrated multiindustry inter-enterprise e-business software solutions including DCM (Distributed Content Management), DDM (Distributed Document Management), PLM (Product Life Cycle Management), Electronic Forms Management, Digital Signature Management, e-commerce and collaborative solutions on multiple platforms. B. PARTNER is a computer software firm, consulting firm or software reseller firm providing software systems as well as certain interface software and/or integration technology to allow STRUKTUR Software to be used with PARTNER Software or providing consulting and implementation services for STRUKTUR software or reselling and distributing STRUKTUR software. C. PARTNER and STRUKTUR desire to establish cooperation for the purpose of managing and coordinating the business development, marketing and technical support activities described in this Agreement. D. PARTNER and STRUKTUR desire to enter into this Agreement on the terms and conditions set forth herein. Now, therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 03/29

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#### 1 Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 \_Activities" means the total joint business development, marketing or technical support effort of PARTNER and STRUKTUR, as described in this Agreement.
- 1.2 \_STRUKTUR Software" means all STRUKTUR Software Products listed in <u>Appendix</u> 1.
- 1.3 \_PARTNER Software" means all Partner Software Products listed and described in Appendix 1 (to be provided by PARTNER).
- 1.4 "PARTNER Interface Software" means interface software and/or integration technology of PARTNER Software for the purpose of linking the PARTNER Software with STRUKTUR Software.
- 1.5 STRUKTUR PARTNERING GUIDE means all current STRUKTUR partner category guidelines, requirements and commitments. The then current version of it will be provided under www.struktur.com/partners.
- 1.6 "Promotional Materials" means any marketing, advertising, press release and all other promotional materials related to the PARTNER Software, the STRUKTUR Software and/or referencing the other party and/or its trade names, trademarks, and service marks.

#### 2 STRUKTUR-PARTNER Cooperation

#### 2.1 Objectives

Under this Agreement PARTNER will become "STRUKTUR Partner" subject to the terms and conditions of this Agreement. The objectives of the underlying cooperation shall be to perform successfully the Activities and to perform effectively such other activities and to accomplish such other goals as the parties may agree from time to time during the Term of this Agreement.

The cooperation is based on the agreements outlined in <u>Appendix 2</u>. This Agreement shall form the basis for the general cooperation of the parties hereto. It may be detailed and supplemented in local/national cooperation agreements to be concluded between the respective STRUKTUR subsidiaries and the local representatives of PARTNER.

This Agreement shall not affect any existing local/national cooperation agreements concerning the subject matter hereof. In case as such local/national agreements contain any provisions, which conflict with or supplement this Agreement, this Agreement shall take precedence.

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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 04/29



# 2.2 Resources

PARTNER shall act as an independent contractor of STRUKTUR. Each party to the Agreement is accountable and responsible for the resources and services it provides within the scope of this Agreement.

Each party shall retain title to and ownership of any computer hardware, software, equipment and other resources provided by such party, whether directly or indirectly.

## 2.3 STRUKTUR's Rules and Policies

PARTNER agrees that its employees shall observe the working hours, working rules and policies of STRUKTUR and its subsidiaries when PARTNER's employees and third party personnel are working at the STRUKTUR locations.

#### 2.4 Reputation of the Parties

The parties acknowledge that their respective reputations in the business community will be of significant benefit in enabling the parties to attain the objectives and the anticipated benefits under this Agreement. Accordingly, during the Term of this Agreement, neither party shall publicly criticize the other party or its products, nor shall either party undertake actions designed to impair the other party's reputation. Each party shall also respect the guidelines for trademark usage of the respective other party.

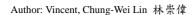
### 2.5 Promotional Materials

Each party will submit to the other party Promotional Materials, for its prior approval, which shall not be unreasonably withheld or delayed. Each party shall solicit and reason ably consider the views of the other party in designing and implementing such Promotional Materials. Once approved, the Promotional Materials may be used by a party for the purpose of promoting the PARTNER Software and services and the STRUKTUR Software contained therein and reused for such purpose until such approval is withdrawn with reasonable prior written notice. In the event such approval is withdrawn, existing inventories of Promotional Materials may be deleted, except where such use would violate the rights of third parties or applicable law. Notwithstanding the foregoing, [ii] each party may issue press releases and other disclosures as required by law without the consent of the other party and [iii] STRUKTUR may issue press releases concerning the STRUKTUR Software without PARTNER's approval, and such press releases may reference the name of PARTNER as a STRUKTUR partner.

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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 05/29

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#### 2.6 Trademark License

As a Software Partner, the PARTNER is entitled to use the partner logo "icoya Solution Partner" (the "Partner Logo") for the term of this Agreement and according to the terms set forth in <u>Appendix</u> 4 which will identify it as an official STRUKTUR Partner. STRUKTUR may at its sole discretion change any term and condition of <u>Appendix</u> 4. If partner does not agree to the proposed changes, STRUKTUR shall be entitled to terminate PARTNER's right to use the Partner Logo with immediate effect.



- b) In designing and implementing the Promotional Materials and subject to prior written approval, PARTNER and STRUKTUR shall be entitled to use the trademarks, trade names and service marks of the respective other party [the "Marks"], provided that each party: [i] does not create a unitary composite mark involving a Mark of the other party without the prior written approval of such other party, and [iii] displays symbols and notices clearly and sufficiently indicating the trademark status and ownership of the other party's Marks in accordance with applicable trademark law, practice and the rules and procedures adopted by the other party and notified to the party using such Mark. Each party acknowledges the ownership of the other party in the Marks of the other party and agrees that all use of the other party's Marks shall be under the present license and shall be on behalf of the Marks' owner. The usage of the STRUKTUR Marks shall be subject to the regulations set forth within the STRUKTUR Partner Branding Guide and amended by STRUKTUR from time to time.
- c) Nothing in this Agreement grants to either party the right to use or display the names, trademarks, trade dress, trade names, logos or service marks of the other party, except to identify the products and associated services and deliverables of the other party to the extent obligations are undertaken pursuant to this Agreement. Except in the case of correspondence and proposals issued in the ordinary course of business, each party agrees to submit to the party for written prepublication approval, any materials which may use or display any name, trademark, trade name, logo or service mark of the other party. Notwithstanding the foregoing, nothing contained in this Agreement shall affect either party's rights to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the
- d) Each party agrees to promptly notify the other party of any unauthorized use of the other party's Marks of which it has actual knowledge. Each party shall have the sole right and discretion to bring proceedings alleging infringement of its Marks or unfair competition related thereto; provided, however, that each party agrees to provide the other party with its reasonable cooperation and assistance at the requesting party's expense with respect to any such infringement proceedings.



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Appendix F.: The Contract with Struktur AG, Sttugart, Germany 06/29

# 3 Obligations 3.1 PARTNER's obligations PARTNER agrees to adhere to the criteria and guidelines defined by STRUKTUR for Partner as set forth in the then current STRUKTUR Partnering Guide and Appendix 3 to this agreement. STRUKTUR reserves the right to change the criteria to its product strategy and the market needs at its sole discretion by written notice. PARTNER shall use reasonable efforts to enforce its marketing and sales resources as well as the needed know-how related to STRUKTUR Software. c) PARTNER shall endeavor to make STRUKTUR products and product related services known to the customer/interested party. PARTNER shall present STRUKTUR products using only the product names given by STRUKTUR, and give customers/interested parties all the supporting documents and information necessary for planning an installation. PARTNER shall make no assurances or statements, concerning product features, that are misleading or divergent from the descriptive literature supplied by STRUKTUR. PARTNER is not authorized to conclude contracts or make binding promises on behalf of STRUKTUR, or to receive payments for STRUKTUR. d) Without prior written consent from STRUKTUR, PARTNER is not permitted to render any information concerning STRUKTUR software license terms, STRUKTUR's software solutions, STRUKTUR interfaces or any other issues related to STRUKTUR products, except as expressly stated herein. PARTNER shall refer any customer requiring such information directly to STRUKTUR. PARTNER shall make reasonable efforts to participate actively in joint marketing events, for example by giving interviews, render needed information, by sponsoring or assisting in to organizing such events. PARTNER shall inform STRUKTUR in a timely manner about its own marketing activities related to STRUKTUR Software. PARTNER shall not use any STRUKTUR company or product logo unless agreed in writing between the parties, on a case by case basis and limited to joint marketing activities. PARTNER agrees to obey the guidelines as set forth in the STRUKTUR Partner Reference Guide or corresponding STRUKTUR documentation. PARTNER agrees to provide access to PARTNER Software for STRUKTUR, either remote or by local installation if necessary for test and demo purposes under the then current terms and conditions. PARTNER nominates Vincent Chung-Wei Lin, +886-6-2610834, vincent@creativelab.net as contact person that will coordinate the cooperation between the parties. This person shall be the single point of contact for STRUKTUR who is authorized to make or accept needed declarations on behalf of PARTNER. PARTNER shall V1.1 06/2004 struktur AG Partner Agreement Page 6 of 29

# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 07/29

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provide STRUKTUR immediately with written notice, if the contact person is changed.

- i) In order to perform the activities and obligations under this Agreement, PARTNER agrees to assign named contacts in sales, marketing, development, support and business development as contact person for all related questions in the processes to which STRUKTUR, STRUKTUR's distributors or customers can be directed.
- j] STRUKTUR and PARTNER may enter into an agreement concerning cooperative support. This is subject to separate terms and conditions.
- PARTNER shall provide escalation management and a dedicated support infrastructure aligned with STRUKTUR's best-business practices.
- PARTNER agrees to obtain STRUKTUR's prior written consent of all statements regarding STRUKTUR and STRUKTUR products and services, Interface Software provided that PARTNER may repeat its use of a statement after such statement has been initially approved by STRUKTUR. However, if the content of such an approved statement remains no longer true because of major changes, STRUKTUR may withdraw its approval.
- m) Support of licensed products
  - a. PARTNER shall, at its expense; provide to End-Users support and maintenance services, including, but not limited to assistance in the installation, operation, and use of the Licensed Products, training, answering questions, explaining operation procedures and devising workarounds to solve End-User problems.
  - STRUKTUR shall supply technical support and maintenance services to PARTNER for STRUKTUR Products upon payment of the second level maintenance fees as stated in the software licensing overview.
  - c. STRUKTUR will consider developing specialized enhancements to the Products requested by PARTNER on a case-by-case basis. STRUKTUR reserves the right in its discretion to accept or reject development of such specialized enhancements. If STRUKTUR agrees to develop the specialized enhancements it shall provide PARTNER with a written proposal describing the scope, timing and prices of such development



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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 08/29

# 3.3 STRUKTUR's Obligations STRUKTUR's obligations shall be as follows: a) STRUKTUR shall provide access to electronic means that enable PARTNER to download promotional (presentations, screen cams etc.) material. This material shall be used and distributed by PARTNER for internal purposes only. External usage is possible under consideration of STRUKTUR's copyrights and current branding guidelines and after prior approval by STRUKTUR. On PARTNER's request, STRUKTUR will make certain marketing materials available to the PARTNER subject to the then current conditions. STRUKTUR shall invite PARTNER to STRUKTUR marketing events on a regular basis. STRUKTUR shall provide PARTNER with test- & demo-licenses subject to the then current terms and conditions. STRUKTUR shall list PARTNER in STRUKTUR's Partner Directory i. PARTNER may sign up for standard training courses generally offered by STRUKTUR at the currently valid prices and terms. 4 Fees, Costs and Taxes 4.1 No Fees The parties agree that unless otherwise stated herein or specifically agreed in writing, neither party shall be required to pay to the other party any fees for the activities, information received, or any other resources or support provided under this Agreement. 4.2 Costs Each party will be responsible for its own costs incurred under this Agreement and its personnel costs incurred in performing the activities or obligations under this Agreement. 4.3 No License Fees If not expressly stated herein, no license fees shall be paid for the exchange of any confidential trade secret or know how under this Agreement. 4.4 Taxes Each party shall be responsible for payment of its own taxes. Page 8 of 29 struktur AG Partner Agreement V1.104/2004

# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 09/29

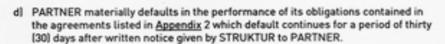
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#### 5 Term and Termination

5.1 This Agreement shall become into effect with affixation of signatures of both parties ("Effective Date"). Unless sooner termination as provided herein, this Agreement shall be valid and enforce for an initial period of one (1) year, commencing on the Effective Date. After the initial period, the Agreement shall be automatically renewed for additional one (1) year periods unless terminated by one party with sixty (60) days written notice prior to the expiration of the initial one year term or – thereafter – to the end of the respective renewal period.



- 5.2 Either party may terminate this Agreement by written notice to the other party, if:
  - a) the other party materially defaults in the performance of its obligations contained in this Agreement which defaults continues for a period of thirty (30) days after written notice is given by the non-defaulting party to the other party; or
  - b) the other party shall file a voluntary petition in bankruptcy or other insolvency proceedings, or shall file any petition or answer seeking reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation of the United States or any state, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall admit in writing its inability to pay its debts generally as they become due; or
  - c) a petition is filed against the other party seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation of the United States or any state, and the same remains undismissed or unstayed for an aggregate of thirty [30] days (whether or not consecutive), or if any trustee, receiver or liquidator of either party is appointed, which appointment shall remain unvacated or unstayed for an aggregate of thirty [30] days (whether or not consecutive).
- 5.3 STRUKTUR may terminate this Agreement by written notice to partner, if:
  - a) PARTNER becomes subject to a change in its ownership that is not reasonably acceptable to STRUKTUR;
  - PARTNER changes its scope of business materially in a way not reasonably acceptable to STRUKTUR;
  - c) PARTNER continuously materially defaults in the performance of its obligations and duties towards joint customers and this performance of PARTNER continues for a period of sixty [60] days after written notice is given by STRUKTUR to PARTNER.





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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 10/29

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- e) If one and/or all agreements listed in Appendix 2 are terminated or expired.
- 5.4 Based on yearly reviews STRUKTUR as well as PARTNER will decide if the cooperation will be continued as set forth under the terms and conditions of this Agreement. The individual criteria or the membership in STRUKTUR's Software Partner Program will be evaluated separately. If one of the parties has no further interest in the cooperation under this Agreement that party may terminate this Agreement with sixty (60) days written notice even within the initial period subject to Section 5.1.

## 6 Confidentiality

#### 6.1 Confidential Information

Each party acknowledges that, during the Term of this Agreement, it will receive information from the other party that the other party regards as confidential and proprietary ["Confidential Information"]. Confidential information includes:

- a) With respect to PARTNER: PARTNER's System methodology; information concerning PARTNER and PARTNER' customers, and their respective products, businesses, techniques, designs, formations, systems, programs, processes, policies, business strategies and plans or other information which is not in the public domain due to an act or omission of STRUKTUR;
- b) With respect to STRUKTUR: the STRUKTUR Software and the methodology, the Specifications, program concepts, source code of any program or module of any version of the STRUKTUR Software, or any portion thereof, training materials, documentation and related STRUKTUR materials, information concerning STRUKTUR and STRUKTUR's customers and licensors, their respective products, business, techniques, designs, formations, systems, programs, processes, policies, business strategies and plans; and
- c) With respect to either party: all other information which is disclosed by either party to the other party either in writing and mark ed bearing a legend as "confidential" or "proprietary" or orally when contemporaneously described as such.

#### 6.2 Restrictions on Use

Neither party shall disclose, provide or otherwise make available to any third party [including a prospective customer] any Confidential Information of the other party and shall utilize such Confidential Information only on any internal organization need-to-know basis and only to the extent necessary to effect the provisions of this Agreement as contemplated herein. Each party agrees that it will protect the Confidential Information of the other party through the exercise of no less protection and care than it customarily

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exercises in safeguarding its own proprietary information which it desires to retain in confidence, but always at least a reasonable degree of care. Each party shall advise its employees of the confidential nature of Confidential Information, to ensure by agreement or otherwise that such employees are prohibited from copying or revealing such Confidential Information except to the extent required to carry out the parties obligations under this Agreement, and to require that Confidential Information be kept in a secure location. Each party will promptly notify the other if it believes that Confidential Information has lost its status as such. Each party agrees to return the Confidential Information (and all copies and records thereof) of the other party immediately upon termination of this Agreement or the other part's earlier request therefore. The foregoing obligation s shall survive any termination or expiration of this Agreement.



## 6.3 Nondisclosure of Agreement

Neither party shall disclose the terms or conditions of this Agreement without the prior written approval of the other party.

#### 6.4 Non-Confidential Information

The foregoing shall not prohibit or limit a party's use of information, including but not limited to ideas, concepts, know how, techniques and methodologies, which

- Is or become publicly available through no act or failure to act of the receiving party;
- Is released by the disclosing party to any other person, firm or entity without restriction;

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Is rightfully obtained by the receiving party without restriction.

#### 6.5 No Copies

Notwithstanding the foregoing, each party hereto understands that they may become familiar with each other's services and products and that PARTNER may become familiar with STRUKTUR products, specifically its proprietary STRUKTUR Software and related documentation ("STRUKTUR Products"). Accordingly, each party agrees with respect to the products of the other party (including all program concepts therein, training materials, literature and other related materials), that as the case may be, neither party shall copy, translate, disassemble or compile, nor create or attempt to create by reverse engineering or otherwise the source code from the object code, or to use such items to create derivative works. All updates, replacements, revisions,



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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 12/29

# enhancements, additions, or conversions to the STRUKTUR Products and related materials specified above shall be subject to the provisions as stated herein. 7 Proprietary Rights 7.1 Ownership The parties acknowledge that STRUKTUR shall have full right, title and interest to the STRUKTUR Products and any derivative work products (including any modifications or enhancements to STRUKTUR Products, training materials, program concepts, literature and other related STRUKTUR materials) created during the Term of this Agreement by personnel assigned, whether by PARTNER or by STRUKTUR, or jointly created (the "Work Product"). Such Work Product shall be deemed to be Works Made for Hire. To the extent that any of the Work Product may not, by operation of law, be Works Made for Hire, PARTNER hereby assigns to STRUKTUR the ownership of such Work Product. STRUKTUR shall have the right to obtain and hold copyrights, patent rights, trade secret rights, registrations thereof and similar protection that may be available for such Work Product. PARTNER agrees to execute any assignment or other documentation necessary to effectuate STRUKTUR's ownership consistent with this Section 7. Notwithstanding the foregoing, in no way shall this Section be construed by the parties hereto or by court of law or equity, to transfer any rights, title, interest, or intellectual property rights, to PARTNER with respect to STRUKTUR Products, program concepts, training materials, literature, and other related STRUKTUR materials, nor shall PARTNER have the right to market STRUKTUR Products, program concepts, training materials, literature, and other related STRUKTUR materials in conjunction with any products, development or literature created without STRUKTUR's prior written consent. The foregoing obligations shall survive any termination or expiration of this Agreement. 7.2 PARTNER's Products PARTNER shall retain all title and ownership rights to all PARTNER products provided to STRUKTUR under this Agreement, to any Confidential Information disclosed by PARTNER to STRUKTUR, to any trade dress, trademarks, service marks or trade names under which any PARTNER products are marketed and to any ideas, developments, and inventions conceived or reduced to practice by PARTNER which are not derived from or otherwise relate to the STRUKTUR Products, during the course of PARTNER's performance under this Agreement. 7.3 STRUKTUR's Trademarks STRUKTUR shall retain all title and ownership rights to any trade dress, trademarks, service marks or trade names under which any STRUKTUR Products are marketed. V1.1 04/2004 Page 12 of 29 struktur AO Partner Agreement

# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 13/29

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#### 7.4 No Transfer or License

If not expressly stated otherwise herein, nothing in this Agreement shall be construed so that either party obtains any right, title or interest in or license to any patents, copyrights, trademarks, trade secrets or other intellectual property rights or any other rights whatsoever in each other's products. The parties do not intend to sell or license each other's products under this Agreement.



## 8 Representations and Warranties; Liability

#### 8.1 No Conflict

STRUKTUR and PARTNER each represents and warrants to the other that its performance of any activities contemplated by this Agreement does not and shall not conflict with any other agreement or obligation to which it is a party or by which it is bound.

#### 8.2 No Other Representation or Warranties

The parties do not make any other representations or warranties or extend any guarantees regarding their activities under this Agreement.

#### 8.3 Indemnification

- PARTNER and STRUKTUR agree to indemnify each other for any liability or expense arising out of claims for personal injury or property damage [but only to the extent that such property damage is not covered by general liability insurance] resulting from the misuse or negligent use of the resources provided by either party against whom a claim of indemnity is asserted. Both parties agree to be insured with respect to workers compensation or the applicable country's equivalent and general liability.
- Each party will defend at its own expense any legal proceeding brought against the other party, to the extent that such proceeding is based on a claim that the use of its products is a direct infringement of a copyright or a patent and will pay all damages and costs awarded by a court of final appeal attributable to such claim; provided that the other party:
  - i. Provides notice of the claim promptly to the indemnifying party;
  - Gives the indemnifying party sole control of the defense and settlement of the claim;



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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 14/29

# iii. Provides to the indemnifying party, at the indemnifying party's expense, all available information, assistance and authority to defend such claim; iv. Has not compromised or settled such proceeding without the indemnifying party's prior written consent. 3. Should either party's products, or any portion thereof become, or in such party's opinion be likely to become, the subject of a claim of infringement, such party shall in its sole discretion, as the other party' sole and exclusive remedy, i. Obtain for the other party the right to use its product in the manner and to the extent contemplated hereunder; ii. Replace or modify its products so that it becomes non -infringing, or iii. Remove such product. 4. Neither party shall have any liability for any infringement or claim, which results from: i. Use of its products in combination with any equipment, software or data not provided or allowed by the respective party; ii. This Section 8.3 states the entire liability of each party with respect to the indemnification of any intellectual property right infringement and there shall be no additional liability with respect to any alleged or proven infringement. 8.4 Liability The parties shall be liable to each other only for [i] absence of a guaranteed feature [ii] willful misconduct and gross negligence (iii) personal injury and (iv) liabilities under the German product liability. This also applies to officers, employees, agents and subcontractors. This limitation of liability shall not apply in respect of (i) indemnification of any intellectual property right infringement subject to Section 8.3 of this Agreement, or (ii) any breach of the confidentiality obligations hereunder. V1.104/2004 truktur AG Partner Agreeme Page 14 of 29

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## 9 Relationship of Parties

#### 9.1 Independent Contractor

PARTNER and STRUKTUR are independent contractors acting for their own account, and neither party nor its employees are authorized to make any representation otherwise or any commitment on the other party's behalf unless previously authorized by such party in writing. Neither party is responsible to any end user for the quality of services or products provided by the other party. Nothing contained herein is intended to constitute or create a joint venture or partnership relationship between PARTNER and STRUKTUR. Each party is solely responsible for establishing the prices for its own products. Accordingly, each party shall independently develop any price for tits respective products and services offered between such party and a customer.



#### 9.2 No Joint Venture

During the term of this Agreement, should the terms "joint venture," "co-venturer," "member", "cooperation partner", "membership" or similar terms be used to describe the relationship between the parties under this Agreement, the parties shall make clear that those terms refer to the spirit of cooperation between PARTNER and STRUKTUR, and do not describe, or expressly or impliedly create, a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

## 9.3 Freedom of Action

This Agreement shall not prevent either party from marketing, acquiring or developing materials, products or services which are competitive to those of the other party, except that any such materials, products or services may not violate any statutory or common law rights of such other party. Each party may pursue activities independently with any third party, even if similar to the activities under this Agreement.

#### 9.4 Previous Agreements

This Agreement constitutes the complete and exclusive statement of the agreement between STRUKTUR and PARTNER regarding the cooperation under the STRUKTUR Software Partner Program, and all previous representations are merged in this Agreement. This Agreement may be modified only by a written amendment signed by both parties. This Agreement prevails over any additional, conflicting, or inconsistent terms and conditions appearing on any document submitted by either party regarding the subject matter of this Agreement. Upon execution of this Agreement, all prior agreement[s] related to this subject matter shall be deemed terminated in their entirety.



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# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 16/29

# 10 Notices and Requests All notices to be delivered pursuant to this Agreement shall be in writing and delivered by overnight delivery service of certified mail return receipt requested or by confirmed fax, to the address of such parties specified below: If to PARTNER: Creative Network Solution Lab Co., Ltd. Vincent Chung-Wei Lin No.74, Alley 37, Lane 484, Gin-Hwa Rd. Sec.1 Tainan City 70246 Taiwan, Republic of China If to STRUKTUR: , struktur AG Timm Dollinger Junghansstrasse 5 D-70469 Stuttgart Germany Each party shall give the other prompt written notice of any changes of address, fax number or addressee. Notices shall be deemed received on the third business day following prepaid delivery to the courier or the day received by in the event of a confirmed fax. In the event of notices given by fax the sending party agrees to also send a confirming copy via certified mail, as applicable. 11 Governmental Restrictions 11.1 Export Restrictions This Agreement is subject to any governmental regulations, laws, orders or other restrictions on the export of software and related information and documentation that may be imposed by governmental authorities. 11.2 Compliance with Law The parties agree that they will comply in all respect with any governmental regulations, laws, orders or other restrictions on the export of software (and any related information and documentation) which may be imposed from time to time by the government of the Federal Republic of Germany and any country to which any software is shipped by the parties. struktur AG Partner Agreement Page 16 of 29 V1.1 04/2004

# Appendix F.: The Contract with Struktur AG, Sttugart, Germany 17/29

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#### 12 Dispute Resolution Procedures

- 12.1 Any dispute, disagreement, claim or controversy between the parties arising under or relating to this Agreement or the parties' performance there under [the "Disputed Matter"] shall first be taken to the Partner Management for resolution.
- 12.2 If the Disputed Matter cannot be resolved by agreement of the Partner Management within thirty (30) days after submission of the issue pursuant to paragraph (i) above, the Disputed Matter shall be resolved by the parties' senior management within ninety (90) days after submission of the issue.
- 12.3 Pending the resolution of a Disputed Matter, to the extent feasible, both parties shall continue their performance under this Agreement.



#### 13.1 Entire Agreement

This Agreement constitutes the entire Agreement of the parties.

#### 13.2 Headings

The Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

#### 13.3 No Waiver

A waiver by either party of any of the terms and conditions or covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, nor of any other term, condition or covenant contained in this Agreement.

### 13.4 Force Majeure

Neither party shall be liable for delay in performing or failure to perform its activities under this Agreement if the delay or failure results from events or circumstances outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement.

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#### 13.5 Injunctive Relief

The parties agree that in the event of a breach of the provisions of Section 6, money damages may not be an adequate remedy; in such event, the aggrieved party may in addition to such other equitable and legal relief which may be available, seek the entry to injunctive relief by a court of competent jurisdiction.

#### 13.6 Governing Law; Place of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without reference to its choice of law rules. The Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The parties agree that all disputes arising from or in connection with this Agreement shall be decided by the courts of Stuttgart, Germany.

#### 13.7 Amendments

This Agreement may not be modified except by a writing signed by both parties.

#### 13.8 Severability

If any of the provisions of this Agreement are held invalid, such provisions shall be deemed severed and the remaining provisions shall remain provisions shall remain in full force and effect.

#### 13.9 Non-assignment

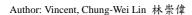
This Agreement may not be assigned or transferred, nor may rights or obligations be delegated, without the prior written agreement of the parties. Notwithstanding the foregoing, this Agreement shall be binding upon an inure to the benefit of the parties to this Agreement, as well as their respective permitted successors and assigns.

### 13.10 Execution; Counterparts

This Agreement shall not be binding on either party unless and until both parties shall have executed it.

struktur AG Partner Agreement

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Appendix F.: The Contract with Struktur AG, Sttugart, Germany 19/29 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In witness whereof, the parties have caused this Agreement to be signed by their authorized representatives as of the date first set forth above. Agreed to: Taiwan City, 21.07. 2004 Stuttgart, 24.6. 2004 struktur Aktiengesellschaft Creative Network Solution Lab Co., Ltd. Dr. phil. Eileen Kuei Shao-Hwa Niels Mache CEO, Chief Executive Officer CEO, Chief Executive Officer struktur<sup>\*</sup> Timm Dollinger Vincent, Chung-Wei Lin CIO, Chief Information Officer COO, Chief Operating Officer V1.1 06/2004 struktur AG Partner Agreement Page 19 of 29

The rest 10 pages product information will be offered upon request!