

Framework Agreement for Works and Services

between SAP West Balkans doo
Omladinskih brigada 88b
11070 Beograd, Serbia

(referred to as "SAP" below)

and b4b d.o.o.
Ulica grada Vukovara 271
10000 Zagreb, Croatia

(referred to as "Contractor" below)

In relation to contract that SAP will Sign with BH Telecom (referred as "Customer" below) under which SAP has to deliver to Customer support and localization services and SAP is willing to assign below described services to the Contractor, public procedure number 19375/08

§ 1 Object of the agreement

1. SAP may require the services/works of the Contractor in connection with consultation and development projects as described in Attachment 1 – General description of works and services for customer. However Contractor shall not commence any services/works under this agreement without receipt of SAP's instruction in writing to do so.

As the individual projects have not yet been determined, but the contractual partners need to allocate their resources for planning, the parties conclude this framework agreement. SAP and the Contractor are not bound to grant/accept any orders/ individual projects.

2. Details of the individual projects, such as requirements, duration, remuneration shall be determined in the individual order, the conditions of this agreement shall, in addition, apply. General business conditions, which are in contradiction hereto, shall not become part of the agreement, even if the respective other contractual partner does not expressly object thereto.

§ 2 General principles of rendering of services/performance of works

1. SAP shall define the requirements of each individual order.
2. The Contractor shall comply with the requirements of SAP in fulfilling its obligations. All services/works must be rendered carefully and in accordance with state-of-art technology.
3. The Contractor shall – also as towards its own customers and interested parties – always keep in mind the high standard of quality and particular reputation of SAP. It shall comply with respective instructions of SAP.
4. The Contractor shall be obliged, before and during the term of a project and for a term of six months thereafter, not to submit its own offer to the SAP-customer and not to conclude an agreement itself concerning consultation or training. In case of violation, the Contractor shall pay a contractual penalty to SAP in the amount of 5 % of the value of the offer or order. SAP reserves the right to claim further damages.
5. SAP may prepare minutes of discussions held to define more closely or to modify contractual obligations. Such minutes shall be binding on both parties, if they are submitted by SAP to the Contractor and it does not object thereto in writing within one week.
6. SAP shall nominate a contact person, who is available to the Contractor for necessary information and who shall make the necessary decisions or shall, without delay, ensure that they are made. The Contractor is obliged to notify the contact person of SAP to the extent such is necessary for the orderly carrying-out of the respective order.
7. The Contractor shall nominate a contact person in such position and with such qualifications which enable him to make necessary decisions or to ensure that they are made.
8. SAP may demand the replacement of employees, to the extent they do not fulfil the necessary requirements or their performance does not comply with the set requirements. In addition, SAP can demand a replacement if the customer, for which the Contractor performs services/works so demands. Any costs and expenses connected with the replacement, in particular the costs of familiarising the new employee with the matter, training costs etc. shall be borne by the Contractor.

9. The Contractor shall protect the rights of SAP to the software and to the extent possible shall ensure that also third parties (in particular its customers) comply with the provisions concerning software protection. If necessary under the circumstances, it shall inform SAP in writing and without delay in case of a violation.
10. The use of sub-Contractors and free-lancers shall require the written approval of SAP.

§ 3 Determination of services/works

In particular in case of fixed-price projects, SAP shall inform the Contractor whether the respective service/work has been rendered completely and free of defects and whether the features required are fulfilled. The Contractor shall only have the right to submit its invoice upon receipt of this notification by SAP. Deviations hereof must be in the written form and shall be agreed in the individual orders.

For services, which are primarily to be invoiced according to time and materials, the Contractor shall submit proof of its work and activities to SAP. To the extent that SAP does not object to this proof of work and activities within one month after receipt or demands clarification thereof, the service is considered as rendered. If the invoice of SAP is not accepted by the final customer due to defects, the respective invoice for services shall again be credited or the defect shall be remedied at the expense of the Contractor.

Work performed as lecturer shall be invoiced in whole days of eight hours each. Preparation shall be paid separately in an amount of eight hours per course.

§ 4 Remuneration

1. All services and work shall be invoiced according to time and materials, but will not exceed 80.625,00 EUR which is the total fee for 75 man/days. (Gross price for man/day is 1075 EUR) SAP will not bear any additional expenses (airplane, hotels, meals per diem, time in travel) The invoicing shall be undertaken after determination of work/services pursuant to § 3. The Contractor shall submit to SAP, without delay, proof of services/work performed during each calendar week, containing information on employees, time of work (full hours), location of services/work, contact person at customer and activities/work performed.

2. Payments shall be due for payment within thirty days after receipt of invoice.
3. Bank GUARANTEE

Contractor shall send to SAP the following unconditional original bank guarantee "without objections":

Performance guarantee amounting to 15.000,00 EURO within 7 days from the effective date of the Agreement, in any event no later than any payment made by SAP, with the validity end-date of the guarantee: 31.01.2010

The bank guarantee shall be issued by a commercial bank acceptable for SAP. The Contractor shall supply the original of the bank guarantee to SAP no later than 2 work-days as of its issuance. Upon expiration of its term – SAP shall return back the original to the Contractor.

§ 5 Right to give instructions

1. The planning of the fulfilment of requirements shall be undertaken by the Contractor in agreement with SAP.
2. Exclusively the Contractor shall have the right to give instructions to its employees, also insofar as the rendering of services/works is undertaken at the business premises of SAP. The employees of the Contractor shall not be integrated into the operations of SAP.

§ 6 Rights of ownership

1. The Contractor assigns to SAP all intellectual and industrial property rights to all results of services/works, which are achieved in the context of this agreement. The Contractor shall be obliged to give all statements and to sign all documents which SAP may reasonably consider necessary or appropriate for such assignment and registration for the benefit of SAP. If an assignment to is not possible, the Contractor grants, in such regard, to SAP an exclusive, transferable right of use to the respective results of the services/work, unlimited by territory, time and content. Such includes, without limitation, the granting of an exclusive world-wide, transferable and unlimited (both as regards term and content) right of use in all results of works/services which fulfil the requirements for protection by copyright. Such right of use shall include, without limitation, the right to copy, modify,

process, translate and distribute, also by leasing or rental, these results of services/works and also to transfer these rights of use to the results of services/works to third parties. The assignment and/or granting of rights shall occur immediately and automatically upon rendering of the respective service/work. SAP hereby accepts this assignment and this granting of rights of use to the results of works/services, as appropriate.

2. The Contractor waives, in particular, the right to be named as creator of the results of the services/works.
3. The Contractor shall ensure by conclusion of appropriate agreements with its employees that the assignment and granting of rights pursuant to the above subsection 1 as well as the waiver pursuant to subsection 2 are not in contradiction to the property rights of its employees and are neither restricted nor prevented by such rights. Upon demand of SAP, the Contractor shall be obliged to prove the conclusion of such agreements with employees participating in a project.
4. SAP alone shall have the right to apply for patents on the results of all services/works, which are created in the context of this agreement. SAP has the right to pay remuneration to employees of the Contractor for participation in achieving results of services/works, which lead to the application for a patent.
5. Immediately upon completion of the agreed services/works or, as appropriate, after termination of this agreement, the Contractor shall – without delay – make available to SAP all necessary tangible or intangible information by electronic means or stored on other data carriers, necessary to fully exercise the rights granted pursuant to subsection 1 of this provision.
6. (a) The Contractor warrants that the results of services/works achieved in the context of this agreement shall not violate the property rights of any third parties, including without limitation, copyrights or patents of third parties.

(b) The Contractor shall, at its own expense, defend SAP or customers of SAP against all claims of third parties arising in connection with the violation of property rights (including, without limitation, the violation of copyrights and patents). In this regard, the Contractor shall indemnify SAP and/or its customers against any damage payments or obligations imposed by whichever competent authority.

- (c) Both parties shall, without delay, inform the other party of any claims raised by third parties that its property rights have been violated by the use of the results of service/works achieved in the context of this agreement.
- (d) In addition to the defence of claims against SAP, the Contractor shall be obliged to supply replacement for such results of works/services, or to undertake such modifications thereof so that they no longer violated the property rights of third parties, including without limitation, copyrights or to supply SAP with the right to continue to use the results of services/works in the form in which they gave the third parties reason to object.
- (e) All other rights of SAP in connection with the violation of copyrights of third parties, whether by contract or by law, shall remain unaffected by the above provisions.

§ 7 Confidentiality

1. The Contractor shall be obliged to hold in confidence for an unlimited term all confidential information and business secrets of SAP and of SAP customers, of which it obtains knowledge in fulfilment of an order, and to use the same only for the carrying-out of the respective order. The Contractor shall also be obliged to keep in confidence without time limitation as against SAP-customers and other unauthorized third parties the conditions of this agreement and of all agreements in connection therewith.
2. The Contractor shall be obliged not to make the objects of this agreement available to unauthorized third parties and to protect such objects with at least with the care it uses in its own comparable matters. Employees etc. who obtain access to the contractual objects in the course of their duties shall be instructed on the copyright of SAP and on the confidentiality obligation.
3. The Contractor shall comply with the provisions on data protection. To the extent it processes personal data, it shall do so on behalf of SAP. It shall oblige to its employees in writing to comply with the Austrian Data Protection Act, as amended, in particular to comply with § 15 Data Protection Act, § 38 Banking Act (bank secrecy), and § 48a Stock Exchange Act and, upon demand, shall prove the same to SAP. In addition, it shall oblige its employees in writing to comply with "Non Disclosure Agreements" to the extent these are demanded by customers and are submitted to it by SAP. SAP

shall ensure that no stricter provisions are imposed on the employees of the Contractor than are imposed on SAP employees.

4. SAP can at any time demand the handing-over of documents, programs etc. from the Contractor, which have been created and supplied in the context of an order, such demand shall be complied with without delay.

The Contractor shall have no right of retention.

§ 8 Warranty for works

1. The warranty term amounts to twelve months.
2. In all other regards, the legal provisions shall apply.

§ 9 Liability

1. The liability of the Contractor shall be governed by the legal provisions. It shall, in particular, be obliged to indemnify SAP against all claims of third parties, which these raise against SAP on the basis of the services/works rendered by the Contractor or due to defective services/works rendered by the Contractor.
2. The Contractor shall conclude insurance with sufficient coverage to cover damage to SAP property. Upon demand, the conclusion of such insurance shall be proven to SAP.

§ 10 Term and termination

1. This agreement shall come into force with its execution and shall be valid until 31.12.2009..
2. If an individual order is prematurely terminated without the contractor being responsible for such premature termination, in case of orders at fixed prices the Contractor shall receive such part of the fixed price, which corresponds to the service/works rendered and is/are commercially useful. In case of individual orders to be invoiced according to time and materials, remuneration shall be paid according to time and materials up to the date of effective termination. Any rights arising from the fact that the premature termination of the order is based on fault of the Contractor shall not be affected hereby.
3. The right to termination for important reason is reserved. In particular, any violation by the Contractor of the obligations set forth in §§ 2, 6 and 7 gives

SAP the right to termination for important reason. SAP shall also have the right to termination for important reason if the services/works of the Contractor are not of the required quality, despite written warning. In addition, SAP has the right to termination for important reason if the Contractor performs services for competitors of SAP during the term of this agreement and thereby the danger arises that SAP know-how is passed on without authority.

4. Any termination must be in the written form.

§ 11 Final provisions

1. Any modifications of this agreement must be in the written form. There are no oral ancillary agreements.
 2. If any parts of this agreement should be unenforceable or void, the other provisions shall not be affected thereby. To such extent, the contractual parties shall be obliged to replace the unenforceable or void provision by provisions which are commercially equivalent and legally enforceable. The same shall apply in case of a contractual gap.
 3. Exclusively the laws of Serbia govern, to the extent mandatory laws of another country are not applicable.
 4. In case there are disputes arising out of this contract or related to its violation, termination or nullity shall be finally settled under the competent courts in Serbia
 5. In case SAP fails to sign an agreement with Customer BH Telecom under public procedure number 19375/08 till 01.12.2009 present agreement shall be deemed null and void.
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xxxxxxxxxx, dated 23.11.'09.

Zagreb, 12. 11. 2009.

S A P West Balkans doo

B4B doo

Vladimir Popović
Vladimir Popović, Managing director

B 4 B d.o.o.
ZAGREB
Mato Čatić, General manager

F. M.
Franz Zipp, Deputy Managing director



<Name>

Attachment 1

General description of works and services for customer:

- Contractor will provide maintenance services for areas not covered by basic SAP maintenance – HR module and regulatory compliance in FI module, according to the tender documentation.
 - Services are provided within the total yearly days fund (which the Contractor will make available to Customer) which amounts to 75 consultant days (19 days per quarter)
 - The response time is 3 working days at the longest, following a direct call by Customer
 - SAP and Customer are contracting parties, the authorized partner is SAP's subcontractor
 - For the above mentioned days fund, Customer will not bear any additional expenses (airplane, hotels, meals per diem, time in travel)
 - The workplace is Customer's head office, except for jobs that do not require a consultant to be present at the head office of Customer.
 - The visiting consultant must have required certificate and will present the original for inspection upon arrival
 - The contract is valid until the end of 2009.