**General Business Terms & Conditions
of TechTime GmbH, as of: 21 February 2012**

## 1. Contract relationship

We, TechTime GmbH (Commercial Register No. FN 288477g), sell hardware as well as software, and perform all services for our customers solely on the basis of the following sales and delivery terms and conditions. These sales and delivery terms and conditions also apply in the future to all of our sales, deliveries, and services to the customer. We reject any and all customer business terms and conditions to the contrary, in terms of form or content, that already exist or may exist in the future.

These general sales and delivery terms and conditions do not apply to any delivery and/or service to consumers or end users.

Our portfolio of products and services, as well as all of our statements in our offers, price lists, catalogues, notices, advertising materials, on the Internet or the like, are always non-binding unless we explicitly indicate otherwise in writing. Our offers are only valid for as long as the offered products are available, however no longer than two (2) weeks from the date of the offer.

A binding delivery or service obligation to our customer is established only upon our express acceptance of the customer's order. The customer remains committed to its order for 30 days as of the date on which this order is received by us. If a subsequent discrepancy between order confirmations or other statements and the customer's order arises, then the customer shall notify us of this deviation immediately in writing.

## 2. Contract object

As defined by these terms and conditions, hardware includes data processing equipment (computers and computer accessories) and their conditions of use.

"Software", as defined by these terms and conditions, includes standard operating computer programs as contemplated under the Austrian Copyright Act (*Urheberrechtsgesetz*), Section 40a, for use on, to operate, or to control electrotechnical and/or electronic equipment as well as systems including the documents conveyed for this purpose.

Except where otherwise expressly agreed in writing, we grant the customer the non-transferrable, non-exclusive right to use the purchased software, in compliance with the contractual specifications, for the purposes of the undertakings on the customer's business premises. For any accompanying hardware, this right is exclusively restricted to the use of this hardware; for independent software, it is exclusively limited to the hardware defined in the contract, based on type, number and set-up location. Any rights extending beyond the aforesaid are not granted or conveyed.

Except where otherwise expressly agreed in writing, the source code is not a constituent part of the contract object. Any consignment and/or issuance of the source code and/or the development documentation must be explicitly agreed in writing.

## 3. Customer obligations

The customer shall preserve all rights of the licensor (e.g., intellectual property rights, copyright including right to copyright notice) to the software and the licensor's demands for maintaining the confidentiality of company and business secrecy, even by its employees and contractors and/or third parties; this also applies if the software was modified or linked to other programs. This obligation shall survive even after termination of agreement. The customer shall submit to the license terms and conditions of the respective manufacturer or licensor. The licensor shall make the specifications available for standard software. The licensor is authorized to modify the software specifications for updated versions.

## 4. Terms of delivery

Hardware, program media, documentation and descriptions of service are shipped at the customer's own expense and risk. Any further training, installation, support, etc. are invoiced separately. Insurance coverage is obtained only through separate customer order. We are at liberty to decide the manner of

shipping the goods and the means of transport, at the customer's expense. The risk of accidental destruction, accidental loss and/or accidental damage to goods is conveyed to the customer upon transfer to the shipping company. Official authorizations and any third party permits required for the execution of systems shall be obtained from the customer in a timely manner.

We endeavor to adhere to approved delivery deadlines as much as possible. However, we make no warranty with regard to delivery deadlines. We reserve the right to make partial deliveries as well as technically justifiable and appropriate changes to the service and delivery obligations. Any impediments to delivery, including shipping delays on the part of our suppliers, entitle us to a corresponding extension of the delivery time or for withdrawal from the Agreement, either in whole or in part. Customer claims to damages compensations and rights of withdrawal due to delayed delivery or waiver of delivery are excluded if such delay or waiver of delivery is not due to gross negligence or intent by us.

The customer shall notify us, before and during the agreed and accepted order, of all circumstances that are necessary for, and of significance to, the preparation and execution of the order.

The customer is obliged to support us, to the best of the customer's knowledge and belief, and establish all conditions necessary for the proper execution of the order. Before an order can be executed, the customer is obligated to perform a program and data back-up. The customer is responsible for conducting ongoing, regular program and data back-up at its own expense. This obligation extends both to a generic program and data back-up of a scope customary for the industry, as well as special back-up of programs and data that reside on computers, before we can undertake these actions.

Depending on requirements, the work is conducted on the customer's premises or on our premises. If it becomes necessary to conduct the work for the customer on-site, then the customer shall facilitate unimpeded access and make sufficient workspace and work materials available. The customer shall furthermore ensure that the infrastructure necessary for us to fulfill our obligations – such as, in particular, the requisite technical facilities, power, telephone and data transmission services, are made available at no cost.

If the customer falls into default of acceptance, or payment default on an advance payment obligation, or fails to render customer's obligation to cooperate, and fails to make all necessary workspace, tools and documentation completely available, then the risk of accidental destruction, loss and/or damage to the goods transfers to the customer. We are authorized to demand compensation from the customer for any loss to us arising from the acceptance default, payment default or omitted/delinquent cooperation by customer. In this case, we are authorized to store the goods at the customer's risk and expense, to the best of our judgment and ability, and/or after setting/granting a grace period of at least 8 calendar days, to withdraw from contract, either in whole or in part. If in this case we withdraw from the agreement, either in whole or in part, then the customer shall pay us damages upon occurrence of default and/or upon occurrence or evidence of damages, irrespective of the contract penalty equal to 30% of the gross price of the goods and/or services affected by the withdrawal, and additionally compensate us for any damages or losses beyond this, which we incur due to said withdrawal.

If, over the course of executing the order, it is established that the performance of the order is impossible in fact or by law, then the customer shall notify us of this as expeditiously as possible. Each contract partner is authorized to withdraw from the contract in this case. The costs and fees accrued for our actions until that point, according to the internal project accounting to be presented, shall in this case be reimbursed by the customer if no gross negligence applies to us.

If we accept goods for repair, maintenance, etc., into our possession, and if the customer fails to retrieve these goods from us no later than 6 weeks after the announced retrieval date, then the ownership of these goods transfers to us. If we exchange goods with the customer, then ownership of the exchanged goods that we accepted – if no immediate ownership purchase is agreed – transfers to us after six weeks from the date we gain possession. In all of these cases, we are also specifically entitled to dispose of the goods transferred to our ownership.

## 5. Pricing

Except where indicated otherwise, all stated prices are considered to be net prices "ex works" plus any costs for packaging and the prevailing value-added tax. Any rebates or reductions warranted/granted to

the customer vis-à-vis list prices shall apply only under the condition of timely payment in full of all invoices.

For standard programs, the list prices in force on the date of delivery shall apply. For all other services (programming, training, transitional support, telephone consulting service, etc.), the price is invoiced based on actual time and costs incurred, plus travel time, at the hourly rates in force on the date of service performance

## 6. Payment terms and conditions

Except where otherwise agreed, all invoices are due and payable 7 days after receipt of invoice net (without deduction) and free-of-expenses. Payments are considered to be satisfied upon receipt in our account. Place of performance of any payment obligation is our corporate headquarters. The payment terms for the full order apply analogously to partial payments. For partial payments, we are entitled to invoice upon delivery of each individual unit or service.

Erroneous statements made in offers, order confirmations, or invoices affect neither the customer's full payment obligation nor the terms of payment. We will adjust any customer's overpayments due to error in the form of credit memos.

We are not obligated to accept bills of exchange or checks. In the event we accept a bill of exchange/check, this shall occur only for the sake of payment. The customer shall reimburse us for all costs of redemption.

Default interest for payment default equals 1% per month. If the legal default interest rates are higher, we are entitled to assert the prevailing default interest rates. For payment default, the customer shall reimburse all costs for dunning letters, debt collection agencies, as well as extrajudicial and judicial pursuit of debt by attorneys, at the standard rates.

If the customer is also only in default on a portion of a payment, then the legal default consequences apply; furthermore, we are entitled, at our discretion:
- to withdraw from all incomplete contracts, either in whole or in part, wherein the customer is obligated to pay us – irrespective of a debt and irrespective of the presence or evidence of any damages – a contract penalty in the amount of 30% of the gross price of the goods and/or services affected by the withdrawal, and additionally shall reimburse all damages and losses that we incur due to its default and/or our contract withdrawal;
- to demand compensation from customer for all disadvantages connected with the default and any withdrawal; and/or
- to postpone/to retain our own obligations until receipt of the arrears, and/or
- to extend our delivery deadline accordingly; and/or
- to make immediately due and payable all of our unpaid receivables from the customer, regardless of which contract they are from (loss of deadline); and/or
- to immediately offset all rebates/reductions granted/agreed from us for all customer orders that are still pending payment.

## 7. Prohibition of offset/retention

The customer is not authorized to withhold the customer's own payment obligations toward us, regardless of the grounds and at whatever amount, or to offset any of the customer's own receivables toward us.

## 8. Retention of title

We retain ownership of the delivered goods until payment-in-full of the purchase price, including all costs and interest owed by the customer. During this period, the customer must provide for ordinary upkeep (repair and maintenance) at its expense.

If the customer resells the goods prior to payment of the purchase price, then the purchase price as of the date of sale is considered to be forfeited to us. Such resale shall not lead to the loss of our ownership. The customer is obligated to retain the profits gained separately and to pass them on to us immediately. The event of any unauthorized resale shall not affect the claims available to us from this circumstance. In the event of payment default, no resale is authorized in any case. Upon our demand,

the customer shall disclose to us the buyer(s) of the goods subject to retention. The customer does hereby assign to us all of its claims that arise for it from the resale to third parties. The customer is prohibited from pledging the goods subject to retention of title, or the claims assigned to us, prior to payment in full of the purchase price together with secondary claims; the customer is furthermore prohibited from transferring them as security, or from handling, disposing of, or otherwise realizing them other than as agreed herein. The customer shall notify us immediately of any foreclosure actions and other measures that compromise our legal position as retaining owner. The customer shall immediately reject actions of this nature, indicating our retention of title to the property.

In the event of its payment default, the customer is obligated, upon our request, to surrender to us those goods that relate to our retained property, together with associated documentation. If the customer fails to perform this obligation, then we are entitled to retrieve the retained goods at any time independently from the custody of the customer. The customer hereby waives any objection to actions of this nature. The retrieval of the goods by us still does not signify a withdrawal from the agreement or any other waiver of the full purchase price demand. The customer shall reimburse us all costs incurred in connection with the redemption of the retained goods.

### 9. Copyright law

The respective licensor is entitled to all copyrights to the contractually stipulated software products. The customer is exclusively granted the right to use the software, after payment of the stipulated amount owed, solely for the customer's own purposes, only for the hardware specified in this agreement, and only to the extent of the number of licenses acquired for usage on equal terms at multiple workstations. Through this agreement, the customer r is merely acquiring the authorization to use the software. Any distribution by the customer is prohibited pursuant to the Austrian Copyright Act. Any violation of the licensor's copyright shall entail damages compensation claims, in which case the licensor is entitled to full compensation.

The customer is permitted to duplicate copies for archival and data security purposes under the proviso that the software contain no express prohibition to do so by the licensor or third party, and that all copyright and proprietary notices are transferred without changes to these copies.

### 10. Maintenance

For repair and maintenance and other agreed support services, the other provisions of these General Business Terms and Conditions additionally apply as follows:

If a maintenance agreement is in place, we will specifically administer – depending on the agreement – any Windows updates, inspect data security (except for data restoration), inspect the Raid System, inspect the Events Viewer and examine hard drive memory. We will carry out conventional inspection checks and measures. The customer's program and data security obligations shall be observed foremost in any case, in accordance with these General Business Terms and Conditions. Remote access shall be set up for maintenance and repair services and other support services.

The maintenance agreement does not cover the costs of assistance, error diagnostics, or error and troubleshooting – for which the customer is responsible, in addition to any corrections, modifications, and additions, specifically upgrades; these will be invoiced separately, plus travel time, based on the applicable hourly rate, upon delivery or performance. Furthermore, the scope of maintenance services does not include: troubleshooting malfunctions of the IT system that were caused due to external forces by third parties, the customer's employees or *force majeure*; cleaning of computer equipment; disposal of retired equipment; training sessions; individual advanced development of the software solution; adaptations of software solutions for the purpose of adapting to new hardware and software; data security measures; elimination of malware (viruses, Trojans and the like) and measures connected with unwanted electronic messaging (spam countermeasures). These services are only taken over if commissioned separately, under terms and conditions to be negotiated.

### 11. Warranty; liability

Any statements specifically about the features of the goods are only binding if we explicitly made assurances about them separately in writing. Otherwise, such statements are merely intended to serve as description of the goods, and do not represent any warranty of the specific features and/or a specific quality. We make no warranty that the goods or services are of financial or technical use to serve the

customer's purposes. With regard to goods delivered by us or services rendered by us based on the customer's specifications, this warranty is limited to their completion according to specification. We are not obligated to review the customer's predefined specifications in terms of content, and therefore we also make no warranty for their feasibility or practicality. The customer is still obligated to make payment at the agreed price even if the product proves infeasible or impractical. If the object of the order is to modify or enhance already existing programs, then this warranty is limited to the modification or enhancement. The warranty for the original program is not revived on the basis of these actions.

We assume liability for third party products only under the warranty issued by the respective manufacturer itself. Any warranty or liability beyond the aforesaid is excluded.

We assume no guarantee or liability, whatsoever the nature, for loss of data or damages of any kind or for subsequent damages resulting from this if we did not cause such loss or damage due to gross negligence or intent. We specifically assume no liability if the customer fails to properly administer the customer's own program and data security obligations.

After receipt of goods or performance of service, the customer shall immediately report any hidden defects in writing immediately upon their discovery, providing a precise description of the defect in each case, and including proof of delivery. If the customer fails to perform this immediate reporting, then all warranty and damages compensation claims, as well as the customer's right to claims on account of error, are excluded because of defect on the part of the customer.

The warranty period equals six months and begins on the date the goods are transferred to or service is performed for the customer, its representative or the shipping agency. Upon customer's default of acceptance, the warranty period begins with this acceptance default. The customer shall assert the legal consequences of the warranty judicially, within the warranty period by way of action or plea in objection; otherwise, the customer's warranty rights are excluded. Extrajudicial notice of defect does not extend the aforementioned period for assertion of warranty rights by way of action or plea in objection.

We are at liberty to determine how we improve the goods or make a defect-free replacement product available to the customer. The customer's right to price reduction or conversion is excluded. An exchange or repair does not trigger an extension of the warranty term. The customer shall immediately ship exchanged parts back to us at its own risk and expense.

For software that we do not produce, this warranty obligation is limited to the assignment of the claims available to us against supplier. The defect-free function of the supplied software in certain combinations and applications is eligible for this warranty only if we explicitly grant such warranty in writing. On-site software support is not covered by the warranty.

We assume neither liability nor issue warranty that the software supplied by us suffices to meet the customer's specifications, or runs error-free, or able to rectify all software defects. For installation of firewall systems, we proceed based on the current state of the art; however, we do not guarantee their security. Any liability on our part is excluded in this connection. Similarly, we assume no liability for any losses that may arise by circumventing or rendering inoperative the firewall systems installed on the customer's premises.

For the application and the forwarding of already existing open-source products or partial products, we assume liability only for the fraudulent concealment of defects.

With regard to the following defects in specific, we assume no warranty obligations and/or liability:
a) any defect in connection with ordinary wear-and-tear and/or atmospheric or electrostatic unloading;
b) any defect to a device for which the prescribed maintenance, repair and services were not conducted regularly, in a technically correct and/or timely manner in accordance to the maintenance instructions, operating manual and/or documentation.
c) any defects in connection with: program modifications and/or enhancements or other intervention by customer or third party; with technically improper installation or repair attempts that were not approved by us in writing; with use and/or overloading that is contrary to these provisions, the operating instructions and/or otherwise improper; with the effects of violence or traumatic force, lack of diligence or improper handling in connection with a poor overall condition of the goods;
d) any errors, malfunctions or damages that are attributable to: modified operating components, interfaces and parameters; use of unsuitable organizational tools and data media; abnormal operating conditions (specifically deviations from the installation and storage terms, deficient repair

and maintenance, flagrant disregard for operating instructions, application of unsuitable operating tools and chemical or electronic influences); or damages from transportation/shipping;

e) any defect in connection to *force majeure*, specifically lightening, flooding, frost and other weather-related/climatic events;

f) any defect to parts or in connection with parts that were not obtained from us;

g) Any defect in connection with improper shipping, theft or other conduct by third parties;

h) Any defect, as long as the customer is in default of payments due to us.

Furthermore, any damages compensation, regardless of title, specifically for the goods delivered by us and services, repairs, maintenance, consulting, and training rendered by us, provided we did not cause the damages by our intent or by our gross negligence. Irrespective of this, compensation is excluded in any case for pure asset damages, consequential damages, indirect damages, failures due to malfunctions, losses or foregone business profits. Furthermore, we assume no liability for damages whose occurrence could have been prevented by customer through reasonable measures – specifically through program and data security and sufficient product training. Product liability for damages to articles that the customer predominantly used in its business undertakings is excluded.

## 12. Intellectual Property Rights

We offer no warranty and accept no liability that the goods provided by us do not infringe upon the intellectual property rights of third parties.

If we manufacture goods on the basis of construction specifications, other specifications or other instructions from the customer, then the customer shall protect, indemnify and hold us harmless from any third party claims that may result from this because of purported encroachment into third party intellectual property rights.

The copyright law and all other intellectual property rights to the goods, just like those to programs, documentation, catalogues, drawings, and the like, shall always remain with us or the respective entitled party.

## 13. Labels on purchased object

The buyer shall ensure that all markings and labels, specifically registered designations of origin, equipment numbers, warnings and instructions for use and the like, remain intact, undamaged and readily visible. The customer may apply any marking or label on the delivered good only after obtaining our prior written consent.

## 14. Data protection

We are authorized to gather, to store, and/or to process all data of and about the customer that have been obtained in connection with the contractual relationship, and if legally necessary, to pass it on to authorities as required by law, even across national borders.

## 15. Closing provisions

We are entitled to assign our obligations to other companies.

Any amendments and/or modifications to these business terms and conditions require an explicit agreement, in written form on a standard record, with signature of both contract parties. This also applies to any deviation from this written form requirement itself.

Any mutual declarations of the contract parties are only valid and enforceable in written form to the respective opposite contract party's most recently disclosed address or through verified assignment of declaration.

If an individual provision of these sales and supplier terms and conditions is and/or becomes invalid or unenforceable, this condition will not affect the validity and enforceability of the remaining provisions. The contract parties covenant that in place of the invalid and/or unenforceable provision, they will agree to a valid and enforceable provision that most closely approaches, in a legally valid manner, the intended purpose of the original provision. This also applies to closing any contractual loopholes by a supplemental contract structure in the aforementioned manner.

**16. Legal venue and applicable law**

For any disputes arising from, or in connection with, the effective implementation of the contract object, and for all of the customer's future orders and/or in connection with the performance of such contract obligations, jurisdiction in the first instance is held by the relevant courts in the first district of Vienna. Those disputes with customers whose business domicile is in a country that is not a member of the European Economic Area (EEA) shall be ultimately judged (to the exclusion of the jurisdiction of state courts) pursuant to the Arbitration and Mediation Regulations of the International Court of Arbitration of the Austrian Federal Economic Chamber in Vienna ("Vienna Rules") by one or more arbitrators appointed in accordance to these rules, whereupon the location of the arbitration proceedings is Vienna, and the language to be used in the arbitration proceedings is German.

The laws of the Republic of Austria apply exclusively to the exclusion of conflict-of-law provisions. Application of the UN Convention on the International Sale of Goods is excluded.