

General Terms and Conditions of COSMO CONSULT SI GmbH Austria

1. 1. SCOPE OF APPLICATION

1.1. The following terms and conditions (referred to hereinafter as [the] Terms) apply to the sale and the supply of hardware and software in addition to the provision of services and consulting (referred to hereinafter as the Order[s] or the Assignment[s]) on the part of COSMO CONSULT SI GmbH (hereinafter referred to as COSMO CONSULT) to a customer or client (hereinafter referred to as [the] Contract Partner).

1.2 The subject matter of an Order or an Assignment may, in particular, be:

- The sale and supply of hardware and accessories
- The development and supply of bespoke software
- The supply of standard software
- The maintenance of hardware and software
- The acquisition of rights of use (licenses) to software
- The rental of software
- Services in connection with the installation of hardware and software
- Consulting services
- Services in the course of operating computer centers

1.3 Goods and services provided by COSMO CONSULT shall be exclusively based on these Terms as amended. They shall also apply to future agreements concluded between COSMO CONSULT and the Contract Partner and to all other undertakings to be provided in connection with the assignment granted, even when not explicitly referred to again in every specific case.

1.4 The Contract Partner may view, print or download these Terms at any time under <http://at.cosmoconsult.com>. On request, the Terms will also be mailed by COSMO CONSULT.

1.5 These Terms shall not apply to business dealings between COSMO CONSULT and consumers as defined in the Austrian Consumer Protection Act (Konsumentenschutzgesetz).

1.6 Any terms of the Contract Partner which deviate from or supplement these Terms shall not form any part of the agreement between the parties, even if acknowledged by COSMO CONSULT, unless their applicability is explicitly accepted by COSMO CONSULT in writing. Through placing an order with COSMO CONSULT, accepting an offer tendered by COSMO CONSULT, or entering into any other agreement with COSMO CONSULT, the Contract Partner waives any right to apply its terms and conditions, and any defense clause in particular.

1.7 In the event of any deviations from these Terms in the agreement concluded with the Contract Partner, the latter shall take precedence.

1.8 COSMO CONSULT is authorized to amend or supplement these Terms at any time. Such amendments or supplements shall come into effect at the point in time that they are advised to the Contract Partner and shall then apply to all agreements concluded thereafter.

1.9 COSMO CONSULT hereby advises the Contract Partner that personnel of COSMO CONSULT are not authorized to conclude any verbal side agreements or to give any verbal assurances contrary or in addition to the contents of the relevant agreement or these Terms.

1.10 The provision of services on the part of COSMO CONSULT shall, at the decision of COSMO CONSULT, be either at the premises of COSMO CONSULT or at the site of the relevant IT system.

2. CONCLUSION OF THE AGREEMENT

2.1 Offers and estimates issued by COSMO CONSULT are always subject to confirmation and non-binding until such point in time as an agreement is concluded with the Contract Partner.

2.2 By placing an Order from COSMO CONSULT, the Contract Partner is making a binding tender to contract.

2.3 An agreement between the Contract Partner and COSMO CONSULT shall be deemed to have been concluded at the point in time when, having received an Order, an Assignment or an offer from the Contract Partner, COSMO CONSULT sends a written confirmation or a delivery to the last address advised by the Contract Partner, or at that point in time when COSMO CONSULT begins to provide the actual services tendered..

3. SUBJECT MATTER OF THE AGREEMENT / SCOPE OF SUPPLIES AND SERVICES

3.1 General information

3.1.1 The subject matter of the agreement is the applicable sale, rental, leasing, loan or other legal transaction and/or the provision of the relevant services or consulting by COSMO CONSULT and the associated specification of services. The preparation of the specification of services and the schedule of services shall be based on the qualitative and quantitative requirements of the Contract Partner,

the nature and scope of which shall be determined by COSMO CONSULT on the basis of the information, documentation, aids and test data provided by the Contract Partner. In the event that new requirements imposed by the Contract Partner necessitate a change to the scope of services or the technology employed, COSMO CONSULT shall, at the request of the Contract Partner, prepare a new offer.

3.1.2 The nature and the scope of the goods or services to be supplied or provided by COSMO CONSULT shall be defined in the terms of the relevant agreement concluded.

3.1.3 The selection of personnel appointed to perform services shall be at the discretion of COSMO CONSULT. COSMO CONSULT is authorized to replace the assigned personnel by other personnel with the appropriate qualifications and/or experience. Moreover, COSMO CONSULT is authorized to have services provided by suitably qualified and experienced third parties.

3.1.4 COSMO CONSULT reserves the right to amend or improve the goods or services agreed with the Contract Partner in as far as such changes or improvements are both reasonable vis-à-vis the Contract Partner and are necessary as a result of legal requirements or in order to take into account the interests of COSMO CONSULT.

3.1.5 In the event that COSMO CONSULT provides services or performances free of charge, COSMO CONSULT retains the right to suspend doing so at any time and without advance notification.

3.1.6 In as far as COSMO CONSULT acquires rights to the outputs of its work in the course of providing services, COSMO CONSULT shall accord the Contract Partner the simple, non-assignable and non-exclusive authorization to make use of these outputs at its facilities following complete payment. All other rights associated with the outputs of its work shall be retained by COSMO CONSULT. The Contract Partner is, in particular, not authorized to permit third parties to make use of these outputs, to award sublicenses, or to modify or further develop the outputs of the work performed by COSMO CONSULT.

3.1.7 Services provided by COSMO CONSULT on behalf of the Contract Partner which exceed the originally agreed scope of services shall be invoiced by COSMO CONSULT on the basis of the actual personnel and material expenses incurred.

3.2. Special terms for third-party software (standard software)

3.2.1 In the event that the Contract Partner of COSMO CONSULT also acquires licensed software from third parties, the use of this software is also subject to compliance with the licensing terms (rights of

use) transferred by COSMO CONSULT. By ordering this licensed third-party software, the Contract Partner confirms their understanding of the scope of performance and the licensing terms of this software.

3.2.2 The delivery of standard software shall be in accordance with the terms agreed on a case-by-case basis. In case of doubt, the Contract Partner is awarded only non-exclusive, non-assignable rights of use for an indefinite period. Rights of use to standard software acquired on the basis of the payment of a regular license fee for these rights shall revert to COSMO CONSULT in the event that the appropriate agreement is suspended, or in the event that the Contract Partner falls into arrears with the payment of the license fee despite being given written notification of a respite period.

3.2.3 With regard to software procured by COSMO CONSULT from third parties and licensed on to the Contract Partner, the parties to these Terms agree to an exclusion of any warranty or liability on the part of COSMO CONSULT, particularly for software bugs. COSMO CONSULT shall be required, however, to assign any claims it is entitled to assert vis-à-vis its supplier to the Contract Partner.

3.2.4 In the event that the Contract Partner sources software that qualifies as public domain, freeware or shareware, and which has not been developed by COSMO CONSULT, the latter shall accept no liability and offer no warranty for such software. The Contract Partner shall be responsible for compliance with the licensing terms (terms of use) of the relevant title holder.

3.2.5 When providing software to be processed, modified or further developed by COSMO CONSULT, the Contract Partner implicitly confirms that it has the rights to engage in such processing, modification or further development work.

3.2.6 The Contract Partner shall fully indemnify and hold COSMO CONSULT harmless against any claims arising out of any violation of the above obligation.

3.3. Special terms relating to software developed by COSMO CONSULT (bespoke software)

3.3.1 In the case of bespoke software developed by COSMO CONSULT, the scope of performance of such shall be defined in the relevant agreement by means of a description of the goods and services entailed. The specification of services shall be reviewed by the Contract Partner with regard to its accuracy and completeness. COSMO CONSULT shall be entitled to invoice for any later change requests initiated by the Contract Partner deviating from the original specification of services and to define these in a corresponding and

new schedule. The delivery shall encompass the source code executable on the systems described and a program description. The rights to the programs and the documentation shall be fully retained by COSMO CONSULT. In case of doubt, the Contract Partner is awarded only non-exclusive, non-assignable rights of use for an indefinite period. Rights of use to software acquired on the basis of the payment of a regular license fee for these rights shall revert to COSMO CONSULT in the event that the appropriate agreement is suspended, or in the event that the Contract Partner falls into arrears with the payment of the license fee despite being given written notification of a respite period.

3.3.2 The Contract Partner acknowledges that minor bugs in the software cannot be entirely excluded given the subject matter of the agreement. In as far as this is not explicitly defined otherwise in the agreement, COSMO CONSULT shall offer no warranty nor accept any liability for (i) the delivered software meeting all of the requirements of the Contract Partner; or (ii) the compatibility of the delivered software with other programs of the Contract Partner; or (iii) that the programs run without interruptions and free of errors (bugs); or (iv) that all software errors (bugs) can be fixed.

3.3.3 Specifically excluded from the warranty offered and the liability accepted by COSMO CONSULT shall, in particular, be errors as a result of improper installation on the part of the Contract Partner or a third party, as a result of unsuitable operating conditions as well as atmospheric or static discharges, due to wear and tear, inappropriate operation, changes to operating system components, interfaces or parameters, due to the use of unsuitable system aids and data media, the improper operation of software on the part of the Contract Partner or a third party, and attributable to the shipping of the goods.

3.3.4 The warranty is restricted to reproducible (continuously recurring) bugs in the program's functionality.

3.3.5 In the event that COSMO CONSULT supplies hardware and software at the same time, any bugs in the software shall not entitle the Contract Partner to also withdraw from the agreement covering the use and supply of the hardware.

3.3.6 Bespoke software requires program integration of the relevant software package. The integration shall be deemed to have taken place and the services provided by COSMO CONSULT as having been excepted unconditionally, when the Contract Partner runs the software in a live environment, and in no case later than on the 14th working day after the handover date advised by COSMO CONSULT if the software is not implemented by the Contract Partner or a re-

presentative of the Contract Partner. Only in the event of deficiencies ('bugs') or if incomplete relative to the specification of services, as a result of which the use of the software is significantly impaired or not possible, shall the Contract Partner have the right to refuse acceptance. In the event that the Contract Partner refuses to accept the software and it is subsequently determined that there were no bugs which significantly impair or make impossible the use of the software, then the Contract Partner shall be deemed to be in default of acceptance and the acceptance as having taken effect.

3.3.7 At the time of acceptance, a corresponding document thereof is to be prepared. This document must include the following details: the individuals present, a declaration on the part of the Contract Partner regarding the acceptance, the bugs and any missing features to which the Contract Partner objects, and a definition of whether the agreed deadline has been complied with or exceeded. In the event of divergent opinions between the contractual parties relating to the bugs, these are to be documented. This document is to be signed by both contractual parties. The acceptance of the software shall be deemed to have taken place upon the signing of this document.

3.3.8 Obvious bugs are to be objected to by the Contract Partner without delay. Failure to do so shall entail a loss of warranty and compensation entitlements. These may not be asserted at a later point in time.

3.4 Special terms for firewalls and/or virus walls

3.4.1 In the case of firewalls or virus walls installed, operated or tested by COSMO CONSULT, COSMO CONSULT shall be required to proceed with the greatest possible degree of due care and on the basis of the latest technical knowledge (state-of-the-art). However, COSMO CONSULT explicitly makes clear that absolute security and the full functionality of firewalls / virus wall systems cannot be guaranteed.

Any liability on the part of COSMO CONSULT for any loss or disadvantage as a result of any circumvention or deactivation of firewall / virus wall systems installed, operated or tested at the Contract Partner, as well as any system failures or access problems, is therefore excluded.

3.5 Special terms for the provision of services

3.5.1 COSMO CONSULT offers its services with a view to ensuring the highest possible levels of care, reliability and availability. For technical reasons, however, it is not possible for these services to be provided entirely without interruption, for the desired connections to also be maintained or available, or for stored data to remain stored

under all conceivable circumstances. The constant availability of the connections and, consequently, that of the services dependent on these connections, cannot be guaranteed by COSMO CONSULT, and are not within COSMO CONSULT's sphere of influence. IP connectivity with other network operators is limited to the possibilities available.

3.5.2 COSMO CONSULT accepts no liability for any problems caused by the networks of third parties.

3.5.3 The use of third-party networks is subject to the technical, legal and/or commercial limitations of use of the relevant third party (Acceptable Use Policy).

3.5.4 The Contract Partner is required to comply with all relevant legislation (in particular the Austrian Pornography Act [PornoG], the Austrian National Socialism Prohibition Act [VerbotsG], the Austrian Data Protection Act [DSG 2000], the Austrian Telecommunications Act [TKG 2003], the Austrian Media Act [Mediengesetz], the Austrian Copyright Act [UrhG] and the Austrian Unfair Competition Act [UWG]) which regulate the transmission, distribution and display of certain contents, and to accept sole responsibility for the compliance with this legislation vis-à-vis all third parties.

3.5.5 In cases involving well-founded suspicion that the above obligations are not being fulfilled, COSMO CONSULT reserves the right to remove these contents without delay, to block access to these, or, in as far as no other means are adequate, to restrict or block internet access. In such cases, the remaining contractual obligations of the parties shall remain unaffected and unchanged.

3.5.6 The Contract Partner agrees to fully indemnify and hold COSMO CONSULT harmless in the event of claims asserted against COSMO CONSULT on the grounds of contents distributed by the Contract Partner. In the event of such claims asserted against COSMO CONSULT, COSMO CONSULT alone may decide how it responds without entitling the Contract Partner responsible for the contents in question to lodge any objections on the grounds of inadequate legal defense.

3.5.7 COSMO CONSULT is authorized to immediately cancel the Order and/or interrupt or terminate the provision of services if the conduct of the Contract Partner, or persons acting on the behalf of the same, make it unreasonable to maintain the contractual relations as they stand, particularly if the Contract Partner violates its obligations in terms of the above terms or refuses to respond to a request to remove offending or unauthorized systems from the network connection without delay.

3.5.8 All such cases of immediate cancellation of the Order or the interruption or termination of the provision of the service shall have no bearing on the entitlement of COSMO CONSULT to claim remuneration for the contracted period up until the next termination deadline, and to assert claims for compensation as a result of the violations of the Contract Partner. The decision as to whether to cancel the Order or terminate the Assignment, on the one hand, and simply interrupting or terminating the provision of the service, on the other, is entirely at the discretion of COSMO CONSULT.

3.5.9 The Contract Partner acknowledges that COSMO CONSULT is not obligated without restriction to transmit data. No such obligation shall in any case exist if COSMO CONSULT would itself be liable to legal persecution were it not to do so.

3.5.10 COSMO CONSULT shall not be held liable for contents transmitted by a third party via its network or those through which the network services of the subscriber or third parties are made accessible.

3.5.11 COSMO CONSULT reserves the right to impose restrictions due to its own capacity limits. Cases of force majeure, strikes, restrictions on the availability of the services of other network operators or in the case of repair or maintenance work may entail restrictions or interruptions involving the availability of internet services.

3.5.12 Moreover, unless otherwise agreed in writing, the monthly data transmission limit or a fair-use principle as set out in the relevant agreement or in the annexes thereto shall apply. Should a monthly data limit be exceeded, COSMO CONSULT reserves the right to either invoice the Contract Partner the valid rates in such cases based on the current price list, or to interrupt the service. In the event of any exceeding of the data limit under a fair-use agreement, COSMO CONSULT shall request that the Contract Partner reduces its data transfer appropriately. If no appropriate reduction in data traffic occurs, the Contract Partner will either be offered an alternative pricing model or the service will also be interrupted.

3.5.13 COSMO CONSULT shall not be liable for the content of transmitted data or for the content of data accessible via the contracted services of COSMO CONSULT, even in the event that the access to such data is via a link on the COSMO CONSULT website.

3.5.14 The use of the contractual services by third parties in addition to the provision of these services to third parties in return for remuneration is subject to the explicit written approval of COSMO CONSULT.

3.5.15 The Contract Partner is obligated to treat its passwords as confidential. The Contract Partner shall be liable for any losses or damage as a result of any failing to maintain the confidentiality of the passwords.

3.5.16 The costs of the use of transmission equipment up to the selected point of presence, the costs incurred at the premises of the Contract Partner, and the costs of equipment used solely by the Contract Partner at the point of presence provided by COSMO CONSULT are not included in the prices and rates quoted. Likewise not included are any third-party costs or expenses invoiced for the use of services which are accessed via the connection at the point of presence.

3.6 Special terms for domain registration

3.6.1 COSMO CONSULT shall act as an agent and reserve the requested domain in the name and on the account of the Contract Partner provided that the requested domain has not already been assigned. For .at, .co.at and .or.at URLs, applications will be made to the nic.at registration center; other domains will be registered with the relevant competent registration center.

3.6.2 The contractual arrangement for the setting up and management of the domain always exists directly between the Contract Partner and the registration center, even in those isolated cases in which COSMO CONSULT handles billing arrangements for the registration center. The registration fee, which is passed on to the registration center, is contained in the amounts billed to the Contract Partner by COSMO CONSULT (in as far as this is not agreed otherwise).

3.6.3 The Contract Partner acknowledges that the agreement between the registration center and the Contract Partner does not expire automatically when the agreement with COSMO CONSULT expires or is terminated, and that the Contract Partner is therefore responsible for terminating this agreement with the registration center directly.

3.6.4 The general terms and conditions of the competent registration center therefore apply to the domain; a copy of these will be sent to the Contract Partner by COSMO CONSULT on request.

3.6.5 COSMO CONSULT is not obligated to assess the permissibility of the domain in terms of the legal status of trademarks or brand names for example. The Contract Partner commits to respect the relevant legal provisions and, in particular, not to infringe upon the registered rights of third parties and to fully indemnify and hold COSMO CONSULT harmless in connection with any related claims.

3.6.6 The Contract Partner is required to inform COSMO CONSULT of any configurations, in particular MX and WWW records, of any existing domains which are re-registered. Claims for compensation arising out of errors involving the abovementioned information cannot be asserted against COSMO CONSULT.

3.7 Special obligations of the Contract Partner

3.7.1 The Contract Partner shall be obligated to provide and make available to COSMO CONSULT, on the agreed date and free of charge, all of the details and information necessary for the provision of the contractually agreed services. COSMO CONSULT is not obligated to assess the logic of this information, details and documents (accuracy, completeness, etc.). In the event of additional work on the part of COSMO CONSULT as a result of incorrect or incomplete information, or for any other reason attributable to the Contract Partner, then this additional work will be billed separately by COSMO CONSULT at the relevant applicable hourly rates.

3.7.2 On request, the Contract Partner shall be required to provide COSMO CONSULT with all spatial (e.g. office) and technical infrastructure necessary for the provision of the contractually agreed services in as far as the provision of these services takes place at the Contract Partner's premises. Such infrastructure shall be of the required quality, in particular with regard to network components and connections (ports), internet connections, firewall systems, electricity (including peak voltage equalization), uninterruptable power supplies, space for systems, work spaces, air conditioning, building and area safety (e.g. protection against water, fire, UV light, access by unauthorized individuals).

3.7.3 The Contract partner shall be responsible at its premises for compliance with the prerequisites defined by the relevant manufacturer with regard to the operation of the hardware and for any special safety or security precautions (e.g. safety cells).

3.7.4 The Contract Partner shall provide COSMO CONSULT, upon request, with support in connection with any bug identification and troubleshooting activities, the coordination of services, debugging and in the alignment of services provided.

3.7.5 The Contract Partner shall not be entitled to issue COSMO CONSULT employees with any professional or organizational instructions and shall address any and all requests and comments relating to the provision of services exclusively to the contact person nominated by COSMO CONSULT.

3.7.6 In the event that a service on the part of COSMO CONSULT cannot be provided or cannot be provided in a timely manner for

reasons attributable to the Contract Partner, in particular as a result of the Contract Partner failing in its obligation to cooperate, or to report bugs or errors in good time, or in the event that deadlines are not met by the Contract Partner, then the Contract Partner shall be liable for reimbursing COSMO CONSULT for the additional work caused as a result thereof. In such a case, the agreed deadlines for the provision of the services to be provided will be extended in accordance with the extent to which the delay or delays is/are attributable to the Contract Partner.

4. TERMINATION OF TEMPORARY AND CONTINUING OBLIGATIONS

4.1 Agreements concluded between COSMO CONSULT and the Contract Partner covering the ongoing sourcing of services or other continuing obligations (e.g. servicing relating to the processing of information by computer centers, internet services, rented software, etc.) are concluded for a defined or an undefined period of time.

4.2 In the event of a contractual relationship for a defined period of time, this arrangement shall prolong automatically by a period equivalent to the original term of the agreement unless notice to terminate the agreement, subject to a three-month notice period, is served by one contractual party prior to the expiry of the agreement. If no agreement relating to a waiving of termination rights is concluded, agreements concluded for an undefined period of time may be terminated in writing transmitted by registered post subject to a three-month notice period from the end of any given month. The date of the postmark shall determine whether the termination was timely. The following termination rights held by COSMO CONSULT in the case of delayed payment on the part of the Contract Partner set out in these Terms shall not be affected thereby.

4.3 An agreement may be terminated by either party thereto in writing, at any time, and with immediate effect, where good cause exists. Good cause entitling COSMO CONSULT to terminate an agreement immediately shall be deemed to exist, in particular, (i) if the Contract Partner fails to meet its payment commitments despite a written reminder and the setting of a respite period of three weeks; (ii) if the Contract Partner provides incorrect details regarding its commercial situation or assets at the time of concluding the agreement or omits to provide this information, had COSMO CONSULT known of which it would not have concluded the agreement; (iii) in the event of the liquidation of the Contract Partner; (iv) in the event of any use of services in violation of existing legislation; (v) if the Contract Partner violates contractual terms intended to maintain the functionality of the network or services, or which serve to protect the rights of third parties; (vi) in the event of a significant deterioration in the commercial or financial situation of the Contract Partner,

in particular, any establishment by an auditor of a need for restructuring of the Contract Partner company, declarations of a cessation of payments, the agreement of an out-of-court settlement, the presentation of a list of assets in court, or out-of-court judicial composition proceedings; or (vii) in the event of a severe violation of material contractual obligations.

4.4 COSMO CONSULT is authorized to suspend the provision of certain services if their provision is no longer possible or commercially reasonable on grounds which do not lie within COSMO CONSULT's sphere of influence.

4.5 Meeting the agreed payment deadlines is a material condition for the performance of services on the part of COSMO CONSULT. COSMO CONSULT is therefore entitled, at its discretion, to either suspend the provision of services or to terminate the contractual agreement with immediate effect in the event of a delay in payment despite a written payment reminder and the setting of a respite period of three weeks.

4.6 COSMO CONSULT is also authorized to immediately terminate the agreement or to interrupt or discontinue the provision of services if the conduct of the Contract Partner, or persons acting on behalf of the same, make the continuation of the contractual arrangements unreasonable, in particular if the Contract Partner violates its obligations. The decision as to whether to terminate the agreement, on the one hand, or simply interrupting or terminating the provision of the service, on the other, is entirely at the discretion of COSMO CONSULT.

4.7 All cases of the immediate termination of the agreement, a service interruption or discontinuation of service provision on grounds which lie within the sphere of influence of the Contract Partner shall have no bearing on the rights of COSMO CONSULT to claim remuneration for the term of the agreement until the next scheduled termination date, nor on COSMO CONSULT's right to assert claims for compensation.

4.8 The Contract Partner is hereby notified that, following termination of the contractual arrangements, for whatever reason or reasons, COSMO CONSULT shall no longer be obligated to continue providing the agreed services. COSMO CONSULT is therefore entitled to delete stored data or content data available on request. The timely requesting of such content data prior to the termination of the contractual arrangements is therefore the sole responsibility of the Contract Partner. No claims of any kind may be asserted against COSMO CONSULT by the Contract Partner as a result of the deleting of data.

5. DELIVERY AND SHIPPING

5.1 The delivery date of the services provided by COSMO CONSULT or the delivery date for the supply of hardware and software shall be determined in accordance with the terms of the relevant agreement.

5.2 All circumstances which do not lie within the sphere of influence of COSMO CONSULT, e.g. stoppages or restrictions on the supply of manufacturing materials relating to COSMO CONSULT or its suppliers, shall qualify as force majeure. The occurrence of such circumstances shall correspondingly prolong the agreed deadlines for the provision of the services or the delivery of the goods, and shall not entitle the Contract Partner to withdraw from the agreement nor to assert other claims of any kind against COSMO CONSULT.

5.3 The Contract Partner is responsible for securing the official approvals and any other third-party approvals necessary for the shipment or the provision of the goods or services covered by the agreement. Should such approvals not be obtained in good time, the agreed deadlines for the provision of the services or the delivery of the goods shall be prolonged accordingly; the Contract Partner shall not be entitled to withdraw from the agreement nor to assert other claims of any kind against COSMO CONSULT.

5.4 Should the delivery of the goods or the provision of the services not be possible for the reasons listed under points 5.2 and 5.3 above, COSMO CONSULT shall have the right to withdraw from the agreement without entitling the Contract Partner to assert any claims of any kind as a result thereof. This also applies in the event that the named circumstances first arise during a previously existing delay. The same shall also apply in the event of the Contract Partner breaching its other obligations to cooperate.

5.5 Modifications and additions requested by the Contract Partner following the placement of the Order or the awarding of the Assignment shall entail a corresponding extension to the agreed deadlines.

5.6 In the event of Orders covering several units, COSMO CONSULT is authorized to undertake part or pre-deliveries and to issue invoices after the delivery of every single unit or the rendering of each service.

5.7 COSMO CONSULT shall be considered to provide all services from its registered offices or premises. Shipments are always dispatched on instruction, on account, and at the risk of the Contract Partner. At the request and expense of the Contract Partner, COSMO CONSULT shall take out shipping insurance cover for the goods..

6. PRICES, RATES AND TERMS OF PAYMENT

6.1 The prices and rates payable by the Contract Partner will be defined in the relevant Order or Assignment. In as far as is not otherwise agreed therein, the prices quoted are understood to be ex COSMO CONSULT premises and to be exclusive of VAT and other charges, packaging, shipment and installation costs.

6.2 In addition to the prices set out in the Order or Assignment, the Contract Partner shall be required to reimburse COSMO CONSULT for all cash advances and expenses (e.g. mileage allowances, travel expenses, costs of accommodation) at the relevant applicable rates. Travelling time is charged at the same rates as working time and shall be invoiced to the Contract Partner at the agreed hourly rates. In the event of additional taxes or statutory charges being imposed, these shall be borne by the Contract Partner.

6.3 Amounts payable regularly shall increase in line with the change in the Austrian Consumer Price Index (VPI 2010) of the figure for January of the year in question relative to that for January of the preceding year. Such indexing shall take effect on the first of January of each calendar year. The index figure for January 2015 shall serve as the initial basis. Deviations of up to 3% shall not be taken into account. COSMO CONSULT may elect to waive its right to increase the amounts due on the basis of a change in the index. This shall have no bearing, however, on the permissibility of future index-based changes. The assertion of the increase may also be permissible retroactively, albeit limited to the three-year statute of limitations.

6.4 In the event that the Contact Partner requests services to be performed outside of normal working hours, surcharges of 100% on the basis of the hourly rates agreed in the Assignment shall be payable for these services unless higher or lower surcharges have been contractually agreed.

6.5 In as far as no Order or Assignment contains deviating terms, invoices issued by COSMO CONSULT are payable in full within 14 (fourteen) days of the invoice date. Payments shall be considered to have been rendered on the day on which COSMO CONSULT has the funds at hand. The same terms of payment shall apply to part-payments as those for the entire Order or Assignment.

6.6. The offsetting of demands asserted by the Contract Partner against amounts owned to COSMO CONSULT, other than in the case of claims acknowledged by COSMO CONSULT or legally established, the retention of payments on the grounds of claims on the part of the Contract Partner asserted against but not recognized by COSMO CONSULT, and any withholding of contractual performances by the Contract Partner are explicitly excluded.

6.7. Certain amounts due as remuneration are made up of, in particular, telecommunication and server costs, interconnection charges, energy costs, personnel expenses, property-related costs, fees and taxes. In the event of a change in the costs relevant to this calculation, then the right shall exist to reasonably amend the agreed rates and prices accordingly either to the advantage or disadvantage of the Contract Partner. Moreover and irrespective of any rights to assert claims for compensation and/or to prematurely terminate the agreement, COSMO CONSULT retains the right to revise its rates and/or prices at any time in the event of an unusually high request rate involving the website of the Contract Partner hosted by COSMO CONSULT or in response to unusually high data traffic in the case of the Contract Partner's unlimited internet access. COSMO CONSULT shall be required to advise the Contract Partner in the event of price changes; the Contract Partner has the right to terminate the agreement within two weeks of receiving the notification of the price change; failure to do so shall be interpreted as an acceptance of the price change.

7. DEFAULT IN PAYMENT

7.1 In the event of default in payment, COSMO CONSULT is entitled, without prejudice to other rights it holds, (i) to delay the fulfillment of its own obligations until the payment or other performance due is received, and (ii) to take advantage of the right to impose an appropriate postponement on delivery deadlines, and (iii) to declare due and payable all open receivables arising out of this and all other business with the Contract Partner, and (iv) to charge interest on arrears at a rate of 9.2 percentage points p.a. above the base lending rate from the due date for the unpaid amounts in as far as COSMO CONSULT does not establish that additional costs have been incurred, and (v) to withdraw from the agreement if an appropriate respite period is not respected.

7.2 In the event that part-payments are agreed upon, COSMO CONSULT is entitled, in the case of a failure to pay the installment in time, to insist on the payment of the entire amount due.

7.3 In the event of its falling into arrears with payments, the Contract Partner shall be obligated to reimburse COSMO CONSULT all costs necessitated by the corresponding out-of-court debt collection efforts (e.g. the dunning and debt collection expenses of an attorney or a debt collection agency), and in any case an amount of EUR 40.00 (pursuant to Article 458 of the Austrian Commercial Code [UGB]).

8. CONDITIONAL SALE

8.1 Goods and software delivered shall remain the unrestricted property of COSMO CONSULT until such time as all of the receivables due to COSMO CONSULT arising out of the business relationship with the Contract Partner have been settled in full. The Contract Partner shall not be entitled to pledge goods subject to retention of title or to use these as collateral.

8.2 In the event of default in payment, any impending cessation of payments, or in the event of judicial foreclosure against the Contract Partner, COSMO CONSULT shall be entitled to de-install and/or otherwise repossess goods subject to retention of title without this constituting a withdrawal from the agreement. The Contract Partner shall be obligated to surrender the goods.

8.3 In the event of any seizure, distraint or other claims asserted against the goods subject to retention of title by third parties, the Contract Partner shall be obligated to point out the ownership rights of COSMO CONSULT and to advise the same without delay. All of the costs incurred by COSMO CONSULT in connection with such interventions on the part of third parties shall be reimbursed by the Contract Partner.

9. WARRANTY

9.1 COSMO CONSULT shall in principle only guarantee that the goods supplied comply with the contractually agreed specifications at the time of their delivery. Public statements or other product and service-related information provided by COSMO CONSULT, the manufacturer of the goods provided under this agreement, the importer into the EEA or any other individual or entity which refers to themselves as the manufacturer, particularly in the context of advertising, by means of using their name, brand or any other label on the goods provided under this agreement, shall not be encompassed by the scope of the agreement concluded between COSMO CONSULT and the Contract Partner.

9.2 Warranty claims must be legally asserted within a period of twelve months from the point in time of the delivery of the goods or the provision of the services or shall expire.

9.3 Recognizable faults (referring here to any shortcomings, errors, bugs, deficiencies or the like) are to be advised to COSMO CONSULT immediately after the goods or services have been transferred to the Contract Partner, or immediately after they become recognizable in the case of hidden faults. Such notifications to COSMO CONSULT are to be made in writing and to include a detailed description of the fault. The Contract Partner shall be responsible for establishing that

the fault was notified to COSMO CONSULT in a timely manner. If a complaint on the basis of a fault is not lodged in a timely manner, the goods or services shall be deemed to have been irrevocably accepted and found to be in order.

9.4 In the event that complaints are lodged in a timely manner, COSMO CONSULT shall initially be required to redress these. Should COSMO CONSULT fail to redress the situation or if it regards this as commercially unviable, then an appropriate price reduction is to be decided upon. A rescission of sale by the Contract Partner is not permitted.

9.5 The Contract Partner is always required to provide evidence that the fault associated with the goods supplied or the services provided already existed at the time of their transfer to the Contract Partner.

9.6. A right of recourse against COSMO CONSULT pursuant to §933b of the Austrian Civil Code (ABGB) is hereby excluded.

9.7 COSMO CONSULT shall accept no liability for errors, disruptions, damage or losses attributable to inappropriate conditions, components, interfaces and parameters modified independently by the Contract Partner, the use of unsuitable organizational means and data media beyond the scope of the specified operating conditions nor for software modified by the Contract Partner or third parties acting on behalf of the same.

10. LIABILITY

10.1 With the exception of personal injury, COSMO CONSULT shall only be liable for damage or losses as a result of intent or gross negligence.

10.2 COSMO CONSULT shall accept no liability for any and all losses or damage involving data or information, business interruption losses, loss of earnings, indirect costs, frustrated expenses and other consequential losses in as far as this is legally permissible.

10.3 Claims for damages asserted by the Contract Partner against COSMO CONSULT shall lapse one year after becoming aware of the loss and/or damage and the culpable party.

10.4 Any possible liability on the part of COSMO CONSULT vis-à-vis the Contract Partner shall be limited to the value of the Order or the Assignment.

10.5 Any claims for recourse asserted by the Contract Partner or third parties against COSMO CONSULT on the grounds of product liability, as defined by the Austrian Product Liability Act (PHG), shall

be excluded unless the party asserting the claim establishes that the fault was caused by COSMO CONSULT or was the result of at least gross negligence on the part of COSMO CONSULT.

11. DATA PROTECTION

11.1 COSMO CONSULT is authorized to store, process and pass on personal data in the course of fulfilling the Order or Assignment, and for the purposes arising out of the Order or the Assignment, subject to compliance with the relevant data protection provisions (in particular those of the Austrian Data Protection Act [DSG 2000] and §§ 92 ff of the Austrian Telecommunications Act [TKG]). The Contract Partner shall not derive any legal rights from the passing on of data on the grounds of legal obligations.

11.2 COSMO CONSULT shall employ the state-of-the-art, industry-standard, data security measures required by the Data Protection Act. COSMO CONSULT shall accept no further liability.

11.3 The Contract Partner acknowledges and accepts that COSMO CONSULT requires relevant traffic data for the purposes of fulfilling the Order or the Assignment, and for its consulting and further development work, and for the marketing of its own services, for needs analysis purposes and for the planning of the network extension. This permission may be revoked at any time.

11.4 Within the scope of the relevant legal provisions, COSMO CONSULT will also process data using computerized systems and, once the contractual arrangements have expired or been terminated, will delete these data in as far as their ongoing storage is not required in order for COSMO CONSULT to fulfill its legal obligations. The Contract Partner shall permit COSMO CONSULT to include his/her name or that of his/her company in its list of reference customers.

11.5 The Contract Partner acknowledges that COSMO CONSULT is not obligated nor entitled to store and make available for an indefinite period of time defined content data (from third parties) on behalf of the Contract Partner. If the Contract Partner does not retrieve such data within a period of three working days, COSMO CONSULT shall not be required to accept any liability for the continued retrievability of these data.

12. DATA SECURITY

COSMO CONSULT will employ all technically possible and reasonable steps to ensure the protection of the data it stores. It shall not, however, be responsible for any access to the data by third parties achieved by illegal means. In order to ensure the necessary protection of the data, the Contract Partner is obligated to maintain the confidentiality of passwords. The Contract Partner shall be liable for any losses or damage as a result of any violation of this obligation. In as far as nothing to the contrary is agreed, the Contract Partner shall be responsible for storing its own data. COSMO CONSULT recommends that the Contract Partner make use of a firewall and a virus wall system

13. OTHER TERMS

13.1 Salvatory clause

In the event that certain provisions contained herein should be or become ineffective, invalid and/or unenforceable, this shall have no bearing on the effectiveness, validity and/or enforceability of the remaining provisions contained in these Terms. The ineffective, invalid and/or unenforceable provision is to be replaced by an effective, valid and/or enforceable provision which as closely as possible serves the commercial purpose of the original provision. This also applies to the addition of any provisions in the event of contractual loopholes.

13.2 Confidentiality

The Contract Partner is required to treat the conclusion of an agreement as confidential. COSMO CONSULT shall have the right to refer to the Contract Partner using its company name, logo and URL on the COSMO CONSULT website and in other promotional materials. Reference stories and other references to business ties with COSMO CONSULT are subject to mutually granted written approvals. The Contract Partner is obligated to regard all non-obvious commercial and technical details it becomes a party to in the course of its business ties with COSMO CONSULT as the commercial secrets of COSMO CONSULT, and to treat these as strictly confidential. Personnel and other persons working on behalf of the Contract Partner are also to be appropriately committed to respect the confidentiality of this information. This non-disclosure agreement shall remain in effect even after the termination of the contractual agreement. Upon termination, all documents provided to one contractual partner are to be returned by the relevant other contractual partner without delay.

13.3 Non-solicitation clause

The Contract Partner commits, for the term of the agreement and for a period of 12 (twelve) months thereafter, to neither directly nor

indirectly employ or solicit away any COSMO CONSULT personnel or other third parties working on behalf of COSMO CONSULT in the fulfillment of the agreement with the Contract Partner. Any and all violations of this commitment shall make the Contract Partner liable to pay a contractual penalty in favor of COSMO CONSULT in the amount of one year's gross annual salary of the employee in question. COSMO CONSULT retains the right to claim damages in excess of this contractual penalty.

13.4 Legal succession

COSMO CONSULT is entitled to assign the rights and obligations arising out of contractual arrangements with the Contract Partner to any company in which COSMO CONSULT holds an interest of at least 50%. The Contract Partner shall not, in the event of such an assignment, be entitled to terminate any existing contractual arrangements.

13.5 Correspondence

All declarations, notifications, etc. addressed to COSMO CONSULT must be made in writing and include a written signature in order to be legally valid. Any agreements to amend the above requirements must be made in writing. Oral side agreements shall be invalid.

13.6. Place of performance, venue and applicable law

The place of performance is Steyr, Austria. Any disputes arising out of an agreement concluded between COSMO CONSULT and the Contract Partner, including any relating to the existence or non-existence of such an agreement, shall be settled before the competent court of law in Steyr, Austria. Austrian law alone shall apply to legal interpretations of this Agreement, with no resort to conflict of law rulings requiring the application of another legal system, nor to the United Nations Convention on Contracts for the International Sale of Goods.

13.7 Changes of address

The Contract Partner is required to notify COSMO CONSULT without delay of any changes in its business address. Correspondence shall be considered to have been received by the Contract Partner if this is sent to the last address advised by the same.

13.8 Disclaimer

This document represents an unofficial translation of a German original. The latter shall be binding and authoritative in the event of any disputes related hereto.