

GENERAL TERMS AND CONDITIONS OF BUSINESS "MONZOOK SOLUTIONS"

1. Scope of application

These provisions govern contractual relationships between the customer and Monzook Networks AG (hereinafter "Monzook") for Monzook solutions projects.

2. Services of Monzook Networks AG

General

Monzook is responsible to the customer for careful performance of the agreed services in compliance with the contract.

Availability

Monzook uses its best endeavours to ensure high availability of the networks and equipment used by it, but cannot give any guarantee that its networks will function without interruption or faults. Monzook reserves the right to perform maintenance work at any time on the networks and equipment used by it; this work may cause interruptions of service. Whenever possible, the customer will be informed in advance of such interruptions of service. No assurances or guarantees of availability, quality, operation or support are given in respect of internet access to third party networks or with links from third party networks. The electromagnetic fields generated by the transmission and receiving equipment of Monzook or by terminal devices may undergo functional interference caused by appliances such as microwave ovens. To prevent faults, measures indicated by the manufacturers must be observed or respected. The customer must obtain information on prohibitions and limitations of use (e.g. road traffic, air traffic) and comply with them.

Warranty on contents and information

Monzook gives no assurance and accepts no liability in respect of the accuracy, completeness, topicality, lawful and expedient nature, availability and timely provision of information which is made accessible via the connection. Monzook refunds no charges and accepts no liability for damage caused by downloads.

Substantive warranty

If substantive warranty claims are made in respect of the relevant service, the customer only has a right to repair in the first instance. If such repair proves impossible, even after an appropriate period of grace to be determined by Monzook, the customer is entitled to a reduction of charge or, if substantial defects are found to exist, he may withdraw from the contract. For warranty claims, the liability sums stated in Section 7 shall apply as appropriate.

For the sale of hardware Monzook provides a warranty for one year, unless legally stipulated otherwise.

Legal warranty

Monzook gives an assurance to the customer that no acknowledged protected rights in Switzerland are breached by the provision of its services. If a third party tries to prevent the customer from making contractual use of the Monzook services on the basis of purportedly better rights, Monzook shall undertake the defence of the customer at its own expense against such third party claims in a Swiss court, provided that the customer has given written information to Monzook in good time and created the conditions necessary for Monzook to take the necessary action to defend its own interests in a timely manner. The liability sums stated in Section 7 below shall apply as appropriate to warranty claims.

3. Services of the customer

General

The customer is responsible, in particular, for lawful use of his installation in compliance with the contract and for timely payment for the services procured.

Obligations to cooperate

The customer must perform his obligations to cooperate, in particular the requirement to provide information and make resources and access rights available in full at the appropriate time and without remuneration.

4. Prices, billing and payment terms

Prices

The prices payable by the customer for services and products are determined by the contract documents. Save where otherwise indicated, prices are quoted without value added tax (VAT). If Monzook reduces the prices of its services and products, it may at the same time adjust discounts granted, as appropriate.

Billing

Monzook issues the bill on the basis of its records. These are deemed to be correct even if the customer makes objections to the bill, but the technical investigations made by Monzook show no reason to suppose that errors have occurred. In particular, roaming charges may often only be billed after some time has elapsed. Save where otherwise agreed, billing shall be effected monthly.

Payment terms

The invoiced sum is payable by the due date indicated on the bill. If no such date is indicated, the due date shall be the date of the bill plus 30 days. Until the due date for payment, the customer may submit written and justified objections to the bill. If he fails to do so, the bill shall be deemed to have been accepted. All outstanding sums fall due for payment on the termination of the agreement.

In the event of ongoing services (e.g. rental, maintenance), 1/30th of the monthly cost will be billed for each day of any month which has begun. In the case of works contracts for entire systems, the following conditions and due date shall apply, unless agreed otherwise:

- 30 % on signing the agreement
- 30 % on delivery of the system or commencement of the non-recurring service
- 30 % on completion of installation or commissioning
- 10 % after acceptance of the system ready for operation by the customer

Ownership of purchased items shall not pass to the customer until the purchase price has been paid in full. Monzook is entitled to arrange for a corresponding reservation to be entered in the register of reserved ownership.

Late payment

If the customer fails to pay the bill by the due date and does not submit justified written objections to it, Monzook may interrupt the provision of all services without further notice, take further measures to prevent still greater prejudice, decline requests made by the customer and/or terminate the agreement with immediate effect and without compensation. The customer shall bear all the costs incurred by Monzook as a result of late payment, such as administrative and warning charges, interest on arrears, attorneys and court costs.

Advance payments and other securities

Where doubts exist as to contractual compliance with the payment conditions, or if circumstances suggest that collection of outstanding sums may be more difficult, Monzook may require advance payment, surety and immediate payment of outstanding sums before entering into the agreement and also while it is in force. If the customer fails to make the advance payment or put up the surety or if he does not pay outstanding sums immediately, Monzook may take the same measures as in the event of late payment. The same rules apply in the event of placing in administration or bankruptcy if neither the customer, with the consent of the administrator, nor the bankruptcy receiver nor other third parties put up surety for the payment of future bills.

Offsetting

The customer may not offset liabilities to Monzook against his own claims without the written consent of Monzook. If Monzook has claims on the customer, Monzook or third parties to whom Monzook has assigned these claims for collection may offset such claims against liabilities of the aforementioned companies to the customer.

5. Intellectual property

For the duration of the agreement, the customer is granted the non-transferable and non-exclusive right to make use of the services and products. The content and scope of that right are determined by the contract documents. All rights in existing intellectual property, or such property created during performance of the agreement in respect of the services and products of Monzook, remain vested in Monzook or in the authorised third parties.

6. Data protection

When handling data, Monzoon shall comply with the current legislation, in particular with the law on telecommunications and data protection. Monzoon shall gather, store and process only such data as may be necessary to provide the services, to handle and maintain the relationship with the customer and, in particular, to guarantee a high quality of service, assure the security of operation and of the infrastructure and also for billing purposes. The customer agrees that in connection with the signing and performance of the agreement, Monzoon may gather information about him and pass on data about his payment record. The customer further agrees that Monzoon may use his data for the appropriate design and development of its services and to make customised offers and that his data may be processed within Monzoon for those same purposes. If a service is provided by Monzoon jointly with third parties or if the customer procures services of third parties via the Monzoon network, Monzoon may pass data concerning the customer to third parties insofar as this is necessary for the provision of such services or for payment collection. Monzoon takes steps to protect its network against third party access. However, absolute protection against unauthorised access or unauthorised tapping cannot be guaranteed. Monzoon cannot be held liable for such actions.

7. Liability

In the event of breach of contract, Monzoon shall be liable for proven prejudice insofar as it cannot show that it has no liability in that regard. Monzoon shall make good prejudice caused by deliberate intent or gross negligence without any limit. In the event of minor negligence, Monzoon shall be liable only in an amount equivalent to the services agreed for the current contractual year, but in the case of material damage, subject to a maximum of CHF 500,000, or in the case of damage to assets, a maximum of CHF 50,000 per claim event and calendar year. In no case shall Monzoon be liable for secondary damage, loss of profit and data losses. Nor shall it be liable for prejudice caused by the use of its services in breach of the law or contract. The compensation defined in any Service Level Agreements (SLA) shall settle all claims under warranty and claims to compensation for failure to comply with the service provision dates and failure to achieve the appropriate availability values. If the customer makes use of his connection to procure third party goods or services, Monzoon is not a contracting party, save where otherwise expressly agreed. Monzoon accepts no liability or warranty for services or goods procured or existing via connections made available by Monzoon, even if Monzoon is responsible for the collection of third party claims against the customer.

Force majeure and special events

Monzoon is not liable if the provision of service is limited or rendered impossible in whole or in part, or temporarily interrupted by force majeure. The term "force majeure" denotes, in particular, natural occurrences of particular intensity (avalanche, flood etc), acts of war, strike, unforeseen administrative restrictions, power failure, virus attack (including Trojan horses etc.), bypassing of blocks, PC diallers, hacker attacks etc. If Monzoon is unable to discharge its contractual obligations, performance of the contract or the date for performance of the contract shall be postponed depending on the length of the event which has occurred. Monzoon is not liable for any prejudice caused to the customer by the deferral of performance of the contract.

8. Entry into force

The contract enters into force on the date stated in the contract documents. If the customer begins to use Monzoon's services before signing the contract, the contract shall, once it has been signed, enter into force with retroactive effect to the date on which such use began after it has been signed.

9. Term and termination of the agreement

The agreement is concluded for an unlimited period, save where otherwise stipulated in writing. Subject to specific provisions in other parts of the contract, each party may terminate the agreement by giving 60 days ordinary notice in writing. Amendments to the agreement requested by the customer may be confirmed by Monzoon in a suitable manner. If the customer does not ask for a correction to be made within the time limit stipulated in the order confirmation or list of services in writing, by fax or by email, the amendment shall become an integral part of the agreement. Monzoon will note the time at which the amendment to the agreement takes effect. Monzoon will provide separate information on the possibilities and conditions under which the customer may himself make changes.

Where a minimum period has been agreed and the customer gives notice to terminate the agreement before its expiry, he shall be required to pay remuneration to Monzoon for the services not taken during the residual contract period. Monzoon may terminate the agreement after serious breaches of contract by the customer or for other important reasons at any time without notice and compensation and may seek payment for the services which have not been taken during the remaining period.

10. Adjustments

Services

Monzoon is entitled to adjust its services at any time. It shall inform the customer beforehand. If the adjustment of the service results in a significant reduction of performance for the customer, he is entitled, with effect from the date of entry into force of the change, to require an appropriate reduction of the price of this service or to give notice of termination of that service.

Prices

Changes to individually agreed prices must be approved in writing. However, Monzoon is entitled to amend several prices simultaneously if the overall charge to the customer does not increase as a result. In the case of services for which the prices have not been specifically agreed individually, the latest price lists and rates of Monzoon shall apply. Adjustments of tax and charge rates to comply with new legal provisions may be made at any time and do not give the customer a right to terminate the agreement.

Other adjustments to the agreement

Monzoon will notify the customer of other adjustments to the agreement in sufficient time for him to terminate the agreement by giving due notice. If written notice is not given within that period, the amendments shall be deemed to have been approved by the customer. Monzoon may confirm in a suitable manner contractual changes requested by the customer. If the customer does not ask for a correction to be made in writing (including by fax or email), within the period stated in the order confirmation or list of services, the amendment will become an integral part of the agreement. Monzoon will note the time at which the amendment to the agreement takes effect.

11. Transfer

The transfer of the agreement or of contractual rights or obligations arising out of this agreement must be made in writing. However, Monzoon may transfer the present agreement or rights and obligations arising therefrom to another company without the consent of the customer, provided that Monzoon AG controls that company either directly or indirectly. The customer must notify in writing to Monzoon any transfer of the agreement made necessary by law before the entry is made in the register of commerce. If continuation of the contractual relationship with the new party is unreasonable for Monzoon, the latter shall then be entitled to give notice of termination for important reasons.

12. Place of jurisdiction and applicable law

This agreement shall be governed by Swiss law to the exclusion of Vienna purchasing law (United Nations Convention on contracts for the international purchase of goods). The place of jurisdiction is Zurich. Binding rules on jurisdiction are reserved.