

Enclosure C: General Terms and Conditions for hosting services and service levels of the “Xvise” web shop solution

1 SCOPE OF THE CONTRACT

1.1 All services provided by “Xvise” innovative logistics GmbH (“Xvise” or “Provider”) for other companies (“User”), the provision of the “Xvise” web shop solution, are governed by these General Terms and Conditions, so far as nothing else is stipulated in these General Terms and Conditions (see clause 2 Definitions). These regulations shall also apply for preliminary agreements accordingly.

2 DEFINITIONS

2.1 “**User data**” is all collected data and information from the user and authorized operators in the “Xvise” web shop solution, provided by the user and authorized operators while utilizing the “Xvise” web shop solution.

2.2 “**Authorized operators**” are people in the range of the user and his affiliated companies or their business partners, who are authorized to use the “Xvise” web shop solution by the user.

2.3 “**Consulting Services**” are services in accordance with the “Xvise” web shop solution, if applicable agreed in the hosting- and service level agreement, especially strategic consulting and training services. It does not include support-, implementation-, configuration-, or programming services. Consulting services mentioned in clause 2.3 are services in terms of a contract of personal service (“Dienstvertrag” relating to §§ 1511 ff ABGB). Works (Werkleistungen) relating to §§ 1511 ff ABGB) are not subject of consulting services according to clause 2.3. Consulting services in the form of training services are governed by these General Terms and Conditions for hosting services and service levels. Strategic- and other consulting services are governed by the General Terms and Conditions for consulting- and other services of “Xvise”.

2.4 “**Implementation- and configuration services**” are services in accordance with the “Xvise” web shop solution, if applicable agreed in the hosting- and service level agreement, in accordance with the implementation of fixed structures and processes considering the objective and the specification of the user. “Implementation- and configuration services” are “other services” according to clause 2.2 of the General Terms and Conditions for consulting- and other services of “Xvise”. Those “other services” are governed by these General Terms and Conditions for consulting- and other services of “Xvise”.

2.5 “**Programming services**” are other services in accordance with the “Xvise” web shop solution, if applicable agreed in the hosting- and service level agreement respectively in an additional agreement, in accordance with the implementation of supplemental fixed structures and processes considering the objective and the specification of the user (individual software development). “Programming services” are “other services” according to clause 2.2 of the General Terms and Conditions for consulting- and other services of “Xvise”. Those “other services” are governed by these General Terms and Conditions for consulting- and other services of “Xvise”.

2.6 “**Documentation**” is the technical and functional documentation of “Xvise” for the “Xvise” web shop solution as amended. The current version of the “Xvise” web shop solution, especially information about the release will be provided to the user.

2.7 “**Business partner**” is a natural or legal person, who is, in accordance with internal transactions of the user or his affiliated companies, dependent on the access to the “Xvise” web shop solution. These are for example customers, distributors or suppliers of the user.

2.8 “**System availability**” is the percentage of a calendar year for which the productive version of the “Xvise” web shop solution is available to the user, except (i) maintenance windows; (ii) delays, that cannot be controlled by “Xvise” in an acceptable way; (iii) delays caused by other systems than “Xvise”, which are among others the network, the equipment and the system of the user; (iv) micro downtimes (meaning a non-availability of less than fifteen (15) minutes, as long as there occur a maximum of three (3) micro downtimes within a calendar month); and (v) a non-availability because of a requirement of the user or if the user approves the non-availability.

2.9 “**Affiliated company**” is a company affiliated to another company according to § 15 AktG.

2.10 “**Confidential information**” means all information, that preserve “Xvise” and/or the user of unlimited transmissions to third parties, or information, that has to be considered as confidential, relating to the transfer, or its content. In any case, following information is “confidential information” of the user: user’s data, marketing- and business plans, or information about the financial situation of the user; “confidential information” of the provider is: the

service, tools, data or other materials, provided by “Xvise” at any time, including preliminary agreements.

2.11 “The “Xvise” web shop solution” is an IT-application (inclusive the underlying infrastructure), agreed in the hosting- and service level agreement (Service Level), provided and run by “Xvise” and available for the user on the internet. This application allows the user and the authorized operators the storage, processing and use of user data, by accessing the IT application.

3 USAGE RIGHTS

3.1 By the “Xvise” web shop solution the user receives the technical ability and authority on a software application, which is hosted on a server, to access through telecommunications and use the functionality of the software application within the terms of reference. For this purpose, “Xvise” provides the “Xvise” web shop solution to be used by the user and the operators authorized by him.

3.2 The user appoints all operators authorized by him for the use of the web shop. The user also undertakes to inform “Xvise” immediately in writing about each change of the assignment of the users, whether caused by organizational changes, staff changes or similarly induced changes.

3.3 Furthermore, the user is obliged to protect the use and access permissions provided to him and the authorized operators, from access by third parties and not to transfer them to unauthorized third parties.

3.4 During the agreed term “Xvise” grants the user the simple non-transferable right to access the “Xvise” web shop solution by means of telecommunications and a browser, to use, and configure the functionality related to the web shop and to permit his authorized operators the use of the service by means of remote access in accordance with the documentations and provisions of the service description exclusively for the processing of internal targets of the user and his affiliated companies in accordance to the contractual terms. The usage right is limited to the scope of the service agreed in the service description, in particular on the number of authorized operators and other usage criteria.

3.5 The user is not authorised to use the “Xvise” web shop solution beyond the permitted use pursuant to this agreement, to allow third parties to do so or to make it available to any third party. Especially the user is not entitled to copy, sell or permit the temporary use, in particular to rent or to lend the web shop or at least parts of it.

3.6 On demand, the user is obliged to provide all documents and information to “Xvise” which are useful for the provider to assert claims against unauthorized third parties. Especially the user has to inform “Xvise” about the company, their name, domicile and address of the third parties.

3.7 Additionally, the user is obliged to pay all fees and costs incurred by third parties, if and so far the user is responsible for this use.

3.8 In case of serious violations of liabilities of this legal relationship or in case of frequent violations of the user, the provider is entitled to terminate temporarily contractual services full or partly to his choice for exceptional reasons without any notice periods. The provider is entitled to charge the costs resulting from the mentioned measures from the user, at the prices valid at each provider. If the user is responsible for the legal violation, he is additionally obliged to compensate the resulting damage for the user.

4 COPYRIGHTS

4.1 All documents of “Xvise” contain know-how and development services of “Xvise”, as well as their subcontractors and are governed by the legal provisions. It is expressly prohibited to evaluate, copy, or make any documents and information available to third parties without the agreement of “Xvise” in written form, neither completely, nor in extracts. The user is only entitled to use documents and information from “Xvise” if “Xvise” provides corresponding rights within a written agreement about usage rights. Even details and extracts are governed by legal provisions.

5 MAINTENANCE

5.1 For a general maintenance fee, “Xvise” provides a product update in the form of patches and bug fixes twice a year, as well as a minor release upgrade (if available) every two years. Concrete efforts are respectively estimated in advance by the provider and discussed with the users. Major release updates are included in the maintenance fee.

6 SUPPORT FOR OCCURRING DEFECTS

6.1 “Xvise” does the analysis and elimination of documented, repeatable defects of the web shop solution by competent personnel and in accordance with accepted industry standards. As far as the service level agreement provides no other provisions, “Xvise” is not liable for the success by the elimination of defects and provides no guarantee therefore.

6.2 “Defects” referring to this agreement are all interferences notified by the user, which cause deviations of the web shop solution in quality or functionality from the documentation and the applicable scope of service and

- this has a material impact on the usability, or
- if corruption of data or loss of data occurs that are processed with or generated by the web shop solution.

If a defect that occurred cannot be reproduced neither by “Xvise” nor by the user, it is not considered as a defect. In this case, the parties shall collectively decide how to proceed.

7 HOTLINE

7.1 If contractually agreed in writing, "Xvise" provides a hotline to the user to receive and forward fault reports and requests. Access to the hotline is available via phone and email.

8 EXCEPTIONS AND RESTRICTIONS; OBLIGATION TO AN EXTRA REMUNERATION

8.1 "Xvise" is not obliged to provide maintenance and support services

- for web shop solutions, that do not correspond to the current release or the previous version with the latest patch;
- at any hardware defects of the user;
- only for updating user-specific customizations, modifications and extensions of the web shop solution which may be required where appropriate after an upgrade or update;
- in case of errors based on software products or systems from other providers, which have been connected to the web shop by the user;
- in the form of on-site operations of "Xvise" employees.

8.2 "Xvise" is entitled to treat such services as separate assignments and to charge them separately in addition to the support and maintenance fees in accordance with the current working hour rates.

8.3 "Xvise" informs the user about this obligation of extra remuneration, once it is known by "Xvise" that a service commissioned by the user is counted in clause 8. In this case, the user shall decide within a period of five (5) business days whether he wants another service by "Xvise", or not.

9 OBLIGATION TO COOPERATE, RESPONSIBILITIES OF THE USER

9.1 In general

The user fully provides all necessary duties to cooperate for the implementation of contractual services on time.

9.2 Error reports

In case of an error report, the user immediately provides all documentations, protocols, samples and other relevant information for the error correction.

9.3 Technical key contact

The user shall not exceed two technical key contacts, which are responsible in the range of the user for the solution of user problems. Only these mentioned technical key contacts are entitled to contact "Xvise" in accordance with the provision of maintenance and support services. As far as no technical key contact is stated, the signatory of the hosting and service level agreement (Service Level) is automatically the sole key contact for maintenance and support services in the range of the user.

9.4 Contact data of the "Xvise" support

The maintenance and support services are only meant for the user and the "Xvise" web shop solution. It is prohibited for the user to transfer these services, or make them available to third parties. The user is obliged to protect the contact data of the "Xvise" support efficiently against unauthorized access or unauthorized transfer. The contact data shall only be available to the technical key contacts of the user.

10 SUSPENSION OF THE SERVICE LEVEL AGREEMENT

10.1 As far as the obligations to cooperate according to clause 9 are violated, "Xvise" is entitled to suspend the service levels, mentioned in enclosure A to the contract, for the time the user does not fulfil its obligations to cooperate.

11 REMUNERATION

11.1 Support and maintenance fees

User fees become due and are payable as total amount for one (1) month or in advance by direct debit. Payments are due with receipt free and clear of any expenses and deduction.

11.2 Resource-related remuneration

All other services provided by "Xvise" are paid according to the rates for service of the respective valid fee list of "Xvise" which is enclosed to the contract and are due upon receipt of the invoice for payment.

11.3 Taxes

All remunerations are net amounts and have to be paid additional to the statutory value added tax.

11.4 Cancellations

Cancellations by the user are only possible if "Xvise" agrees in written form. If "Xvise" agrees to a cancellation in written form, "Xvise" is entitled to charge a cancellation fee in addition to the performed services and elapsed costs.

11.5 Indexation

All prices are adjusted on the basis of the Statistik Austria consumer price index (basis 2010=100). Base number for the calculation of the index is the month of the contract conclusion.

The respective index adjustment takes place annually at the beginning of each fiscal year. A non-enforcement of the index adjustment is no renunciation to the enforcement of price increases.

11.6 Remunerations, discounts, commissions

The user agrees that "Xvise" may receive remunerations, discounts, commissions, or other compensatory measures (hereafter "benefits") by software-, hardware- and other suppliers and sub-suppliers. There is no claim of the user to participate in such benefits. These benefits are no – and they will never be – a part of the remuneration

12 EXTRAORDINARY TERMINATION, REINSTATEMENT

12.1 Termination for cause

Each parties' right to terminate for cause remains unaffected by the regulation of clause 3 of the hosting and service level agreement (see clause 3.8). "Xvise" is especially entitled to terminate this contract extraordinarily without a notice period, if the user delays the payable remuneration at the height of support and maintenance fees of two (2) months and "Xvise" has unsuccessfully set a final deadline for payment to the user.

12.2 Reinstatement

If the hosting and service level agreement is terminated by the user and the user subsequently requests hosting, maintenance and support services of "Xvise", "Xvise" is entitled to resume the contractual services at its own discretion, provided that the user previously pays a reinstatement fee in addition to the annual support and maintenance fee, which becomes due at the time of reinstatement. The reinstatement fee is calculated from the number of years or the part of the year(s) in which the user was not contractually entitled to purchase support and maintenance services, multiplied by the annual support and maintenance fee for the "Xvise" web shop solution, which becomes due at the time of reinstatement.

13 THIRD-PARTY RIGHTS

13.1 Violation of third-party rights

If the contractual use of updates and upgrades infringes rights of third parties and third parties raise a claim against the user because of such an infringement, "Xvise" can opt at its own expense, either

- to grant the user the right to use the software, or
- to adapt the "Xvise" web shop solution so it no longer infringes rights of third parties and at least features the contractually stipulated qualities.

13.2 Exemption, Compensation

If the claim of the third party is not caused by amendments of the "Xvise" web shop solution due to the user or a combination of the "Xvise" web shop solution with a software that is not provided by "Xvise", "Xvise" is free to choose whether it defends the user or indemnifies the user within the scope of the liability limits of clause 15 against damages directly caused by such a claim and brought against the user. The obligation to indemnify is excluded, if and to the extent "Xvise" is not responsible for the infringement of third-parties rights.

13.3 Proceedings

If third parties assert property rights to the user, he shall inform "Xvise" about it immediately in written form. Only if "Xvise" informs the user in writing that it will not defend itself against the claim, the user is entitled to take action, especially to defend itself in court against the claims or to satisfy legal claims of third parties conditionally.

13.4 Limitation period

For claims caused on the infringement of third-parties rights, the limitation period is twelve (12) months since support of the upgrade or update.

The provisions of clause 13.4 shall not apply if claims are based on an intentional behaviour of "Xvise".

14 WARRANTY

14.1 "Xvise" warrants that the agreed features of performance are met and comply with the agreed scope of service.

14.2 The contractual quality of the services and products shall be governed only by the specifications of the service description of the version valid at the contract conclusion. The limitation period is twelve (12) months since provision. If test versions contain any defects, they will be left excluding all rights.

14.3 Any warranty claims must be exercised in writing without delay in a generally comprehensible form and the way it is defined in the description of services. A generally comprehensible form is usually when those parameters are received, that allow a repetition or visualization of the defect.

14.4 The correction of the defects is done by free subsequent improvement. For this purpose an appropriate time must be conceded to "Xvise" in accordance with the provisions of the hosting and service level agreement as amended respectively the connected Service Level Agreement. Therefore, the user may not refuse his consent unreasonably.

14.5 A termination of the contract by the user is only permitted if a reasonable opportunity to correct the defects was given to "Xvise" and this has failed. It is only a failure of correction, if it is impossible, refused by "Xvise", if there are reasonable doubts as to the prospects of success, or if it is unacceptable for the user for any other reason. In determining the reasonable time limit it should be considered that "Xvise" is not the producer of the contractual "Xvise" web shop solution. The provider may only refer the deficiency claim to the web shop producer. The provider documents the deficiency claim and as far as possible also the progress of error processing and immediately informs the user about it.

15 LIMITATION OF LIABILITY

15.1 In all cases of contractual and non-contractual liability "Xvise" pays compensation or refunds of futile expenses only to the extent specified below.

- (a) "Xvise" is fully liable if acted with intent. In case of gross negligence or for a lack of a condition for which "Xvise" has assumed guarantee, "Xvise" shall be liable only for typical defects, foreseeable at the time of contract conclusion, which should be prevented by the violated obligation or the guarantee. Furthermore, "Xvise" is not liable for lost profits in accordance to gross negligence.

(b) With regard to slight negligence, "Xvise" is only liable for the breach of an essential duty ("Kardinalspflicht") and up to the liability limits listed in the following clause. In all other cases of slight negligence, liability is entirely excluded.

15.2 The violation of an essential duty referring to clause 15.1 (b) is a violation of an obligation, whose fulfilment enables the proper fulfilment of the contract, or which endangers the purpose of the contract and on whose compliance the user is entitled to rely on.

15.3 The liability referring to clause 15.1 (b) is limited to the extent of the annual utilization fee per case of damage and in total to the extent of the double remuneration per contract year, that has been paid for the "Xvise" web shop solution in the contract year, as well as to the extent of the typical damage, which is foreseeable at the time of contract conclusion. Furthermore "Xvise" is not liable for lost profits or other consequential damages in accordance with 15.1 (b).

15.4 The objection of comparative negligence is still possible. The limits of liability according to the clauses 13.1 to 13.7 do not apply in accordance with personal injuries and the liability regarding to the product liability law.

16 USE OF SUBCONTRACTORS

16.1 "Xvise" is entitled to provide its services through subcontractors. The use of subcontractors does not relieve the user of the responsibility for fulfilling the obligations of this agreement.

17 TRAININGS

17.1 On the user's request, "Xvise" trains employees of the customer with regard to the use of the services acquired by the customer. For such trainings an explicit written agreement between the customer and the provider is required. Details are stipulated in a written training agreement.

18 DELAY

18.1 In case of default of payment to the extent of two (2) monthly usage fees, "Xvise" is entitled to stop services at the expense of the user. Nevertheless the user is obliged to pay the remuneration. "Xvise" is entitled to terminate the contract without a notice period, if the user is in default of a substantial part of payment, or in a more than two months lasting period. It is still possible to enforce further claims. In case of a delay of payment interest are agreed according to § 1333 para. 2 ABGB (8 percent above the base rate).

19 INSOLVENCY

19.1 The user has to inform "Xvise" immediately, in writing if he has requested the opening of insolvency proceedings, or intends to do so the next fourteen (14) calendar days, if insolvency proceedings have been requested by a third party, if the user has

set the payment due to financial difficulties, if measures have been taken against him for the satisfaction of creditors' claims in temporal relation to financial difficulties, or if he agreed to arrangements for the satisfaction of creditors' claims in temporal relation to financial difficulties. If there are any of the aforementioned cases, "Xvise" is entitled to an extraordinary termination of the contract without a notice period to the extent permitted by law.

20 FORCE MAJEURE

20.1 "Xvise" is not a provider of IP- or telecommunication- infrastructures. Therefore "Xvise" does not guarantee a successful transmission of IP packages (Packet-Loss) or specific latencies. With this in mind, the user is responsible for all connection risks or data transfer risks in public networks as well as in the user's own network.

20.2 In particular, the following circumstances are regarded as force majeure referring to clause 20:

- fire, explosions, flooding, for which the provider is not responsible.
- terror, war, mutiny, blockade, embargo, an industrial dispute lasting more than six weeks, that is not culpable caused by a party of the contract.
- general technical difficulties or connection failures of the internet, that cannot be influenced by a party of the contract.

20.3 "Xvise" is not obliged to fulfil its contractual obligations in the event and for the duration of force majeure.

20.4 By own knowledge, "Xvise" informs the user immediately about the occurrence of force majeure.

20.5 "Xvise" will do everything in its power, which is necessary and reasonable in order to reduce the magnitude of the consequences that have been caused by force majeure.

21 STATUTE OF LIMITATIONS

21.1 As far as contractual services of "Xvise" are concerned, claims fall under the statute of limitations for non-contractual performance to improvement, cancellation, price reduction, exemption, indemnification and compensation for futile expenses one (1) year after acceptance of the concerning product or according to performance of the relevant service, unless "Xvise" acts intentionally. The foregoing provision shall also apply, if the contractual requirement is the provision of goods. Therefore, instead of the acceptance will be the earliest possible date of transfer of risk, depending on the type of dispatch.

21.2 All other claims based on non-intentional behaviour of "Xvise" fall under the statute of limitations within two (2) years.

22 CONCLUSION OF THE CONTRACT

22.1 The contract is concluded when "Xvise" has confirmed the acceptance of the order in writing, or has actually started to provide the service. "Xvise" is only contractually bound by services as described in the confirmation of the order. "Xvise" is not legally bound by information in brochures, advertisements and product information sheets, unless the content of these documents is referred to in writing in the order. Side agreements as well as agreements regarding deadlines and delivery dates beyond the content of the respective contract and these General Terms and Conditions must be made in writing or via email. Contracts (orders, assignments) must be duly signed in order to be legally effective. In absence of a valid signature contracts (orders, assignments) are legally void.

22.2 Delivery and performance dates or performance periods mentioned in contracts are only legally binding if "Xvise" designates them as binding in writing.

22.3 All offers from "Xvise" are non-binding, if not agreed otherwise expressly in the offer. "Xvise" is entitled to do slight technical deviations in offers, even after acceptance from the user.

23 MODIFICATIONS OF THE GENERAL TERMS AND CONDITIONS

23.1 "Xvise" is entitled to modify its General Terms and Conditions, the service description and the remuneration. If the provider intends to do so, he informs the user at least six (6) weeks in advance of their efficiency in written form. At the effective date of these modifications, the user receives an exceptional right of termination if the General Terms and Conditions, or the service descriptions are modified or if there is an increase of remuneration. If the user does not terminate the contract in writing within six (6) weeks after receipt of the modification notice, the modifications become an integral part of the contract at the time of efficiency. "Xvise" expressly informs the user about these consequences in the modification notice.

24 DATA PROTECTION, DATA SECURITY

24.1 In general

For maintenance and support services "Xvise" may have access to personal data of the user. While processing and using personal data "Xvise" is obliged to follow the instructions of the user strictly. All instructions shall be in written form. The user is responsible for the admissibility of data collection, data processing and data usage as well as for the exercise of the rights of those affected.

24.2 Authorizations

"Xvise" may share access authorizations for the data provided to "Xvise" only with its employees to the extent necessary for their respective tasks. The access authorization of an employee of "Xvise" must be extinguished immediately, if the employee

leaves the company, or changes its tasks with the result that he does not need access to the data any more.

24.3 Copies, documentations

"Xvise" undertakes not to make any copies or other records, or tolerate documentations by third parties or disclose copies to third parties, of personal data, that was transferred for processing or made available to "Xvise". Excluded from this are copies or other records that are absolutely necessary in the course of proper data processing.

24.4 Illegitimate use of data

If the instructions are exceeded, "Xvise" must not use data provided for processing or usage neither for own purposes nor for purposes of third parties. In accordance with this "Xvise" is also not permitted to provide access to this data to third parties.

24.5 Requests of affected persons

If the user is obliged to an individual to provide information regarding the collection, processing or use of data from a person, because of applicable data protection laws "Xvise" shall supply the user to provide the information. This supply is under the assumption that the user has requested "Xvise" to do so in writing and agreed to bear all incurring costs.

24.6 Data security

"Xvise" undertakes to safeguard and protect all information and data of the user and of its employees according to the current state of the art immediately against copyright access, alteration, destruction or loss, unauthorized transmission, otherwise unauthorized processing or other abuse.

24.7 Data secrecy

"Xvise" is obliged to deploy only employees and subcontractors, which are obliged to comply with data secrecy.

25 CONFIDENTIALITY

25.1 Scope of Confidentiality

Each contractual partner is obliged to treat this agreement and any provided information in any form or knowledge, provided by one partner to the other within this contractual (or pre-contractual) relationship or information that became available to a party in any way, confidentially. This includes inter alia technical, commercial or organizational information. Neither party may use this information, exploit it or make it available to third parties, without the written consent of the other party. There is no consent needed, if the information is forwarded to third parties, which are subject to a legal obligation of secrecy. There is also no consent required, if the information is forwarded to employees who need it for their work in the implementation of contractual services. The parties ensure that such employees are bound by appropriate confidentiality obligations. Any use of this information is limited solely to the use for the fulfilment of commissions regarding to

this contract. Each contractual partner shall inform the other partner immediately after becoming aware, of any unauthorized disclosure or possible loss of confidential information.

25.2 Exceptions

This obligation does not apply to information that

- the other party has received or will receive from a third party lawfully and verifiable,
- are already well known in general at the beginning of the parties' cooperation, or were commonly known subsequently without breach of this confidentiality obligation,
- were previously available for the party that receives this information, or
- have already been evolved independently from the party that receives this information.

25.3 Subject to the granting of rights

Clause 25 or the mutual exchange of information grants no rights like ownership, license rights, usage rights, or others, regardless of whether property rights therefore exist or not.

25.4 Disclosure requirements

The disclosure prohibition referring to clause 24.1 shall not apply if the parties are obliged to disclose the information by law or by judicial or administrative orders. In this case, the party that is responsible for disclosing is previously obliged to notify the other party of the disclosure of information so that the other party has the opportunity to defend itself against such disclosure, to prevent or to limit it. The party that is obliged to disclose will face the disclosure issuing regulatory bodies using best efforts to ensure that all confidential information that must be disclosed, will be treated confidentially.

25.5 Duration of the confidentiality commitment

The confidentiality commitments of this agreement stay in force after termination of the contract for a period of three (3) years. According to the protection of personal data the confidentiality commitment is unlimited effective.

25.6 Reservation of regulations to protect data

The provisions of data protection and data security according to clause 24 of this contract shall remain unaffected.

26 ACCEPTANCE OF PERFORMANCE

26.1 In general

The user shall accept the performance referring to the descriptions in the hosting and service level agreements respectively in the individual contract.

26.2 Implementation

"Xvise" informs the user in writing after completion of the services agreed about the acceptance readiness. Directly after the transfer, the user has to test the functions and check the integrity of

the transferred benefits. The User has to accept or to do a deficiency claim within ten (10) business days beginning from this time with other loss of warranty claims, claims for damages or errors. "Xvise" and the user shall document the acceptance in an acceptance protocol signed by both parties.

26.3 Defects at the acceptance

"Xvise" corrects defects, detected at the acceptance, as soon as possible. Defects with a minor affect to the transferred services do not inhibit the obligation of the user to accept, regardless the obligation of "Xvise" to correct defects.

27 PRESS RELEASE AND REFERENCE IN THE LIST OF CLIENTS

27.1 Without the prior written consent of the other party, neither party will make press statements to contractual provisions of services. Notwithstanding, "Xvise" is entitled to mention the customer by utilizing its business name and logo as a reference, to publish the fact of the commission and generally reflect the contractual services in promotional materials, presentations, case studies, reference lists and offers to current and potential customers.

28 POST-CONTRACTUAL VALIDITY

28.1 Following clauses of this General Terms and Conditions stay in force in any case even after termination of the contractual relationship of the parties: 1, 2, 3, 4, 13, 14, 15, 21, 22, 23, 24, 25, 27, 28, 29 and 30.

29 CESSION

29.1 None of the parties may assign or transfer any rights or obligations of consolidated agreements without the prior written consent of the other party.

However, "Xvise" is entitled to assign its rights and obligations of collective agreements without the consent of the user to its holding company or a subsidiary and any legal successor who takes over all or at least substantially assets or business operations of "Xvise". The user does not receive a right of termination for reasons of such assignments.

30 FINAL PROVISIONS

30.1 Any contractual changes or additions to this contract must be in written form. This also applies to the cancellation of this form requirement. Unless otherwise stipulated in applicable law or in an additional written agreement, an Email does not meet this requirement. Verbal agreements are not considered as legally binding. Legally, verbal agreements are treated as if they do not exist

30.2 In general, place of performance for deliveries is the place that is contractually fixed by the parties. Unless agreed otherwise, the head office of "Xvise" is considered to be the place of

performance for all deliveries. In case of payments to “Xvise”, or advisory respectively other services by “Xvise” the place of performance always is the head office of “Xvise”.

30.3 This agreement is governed by Austrian law, to the exclusion of such legal provisions that refer to the law of other countries (private international law). The application of the rules of the United Nations Convention on the International Sale of Goods (UN sales law) is excluded in any case. The contract language is German.

30.4 Any disputes, in particular with regard to the conclusion of a contract or claims arising from the contract, are subject to the exclusive jurisdiction of the court of Feldkirch. However, “Xvise” is entitled to bring action against the principal at another, for instance his, general place of jurisdiction.

30.5 If any of the provisions of these General Terms and Conditions be or become invalid, this shall have no effect on the validity of all other provisions. In this case, the parties shall agree together an effective arrangement instead of the ineffective or void provision that is economical as close to the ineffective provision as possible. The same applies in case of an omission.