

General Terms and Conditions of “Xvise” for consulting- and other services

1 SCOPE OF THE CONTRACT

1.1 All services provided by “Xvise” innovative logistics GmbH (“Xvise” or “Provider”) for other companies (“User”), both consulting- or other services, are governed by these General Terms and Conditions, so far as nothing else is stipulated between the parties (see clause 2 Definitions).

1.2 Deviating agreements only apply to the individual case and must be made in writing in order to be legally effective. “Xvise” is entitled to modify its General Terms and Conditions and the remuneration. If intended, “Xvise” will inform the user about the modification in written form, at least six (6) weeks before its efficiency. The user is entitled to a special right of termination at the time of the effective date, if there are any modifications of the General Terms and Conditions respectively an increase in remuneration. At the effective date, the modifications become a part of the contract, if the user does not terminate the contract in written form within six (6) weeks after receipt of the modification notice. The user will be informed expressly about these consequences in the modification notice.

1.3 These General Terms and Conditions supersede those of the user, thus rendering the General Terms and Conditions of the user invalid. The General Terms and Conditions of the user are not legally binding even if they are mentioned simultaneously or subsequently at any kind of documents or bills.

1.4 These General Terms and Conditions are also effective to preliminary contracts.

1.5 The consulting services in accordance with clause 2.1 respectively other services provided by “Xvise” relating to clause 2.2 can consist of direct or indirect suggestions and recommendations. All decisions in context of the realisation of this suggestions and recommendations are made solely by the user and are in his sole responsibility.

2 DEFINITIONS

2.1 “**Consulting services**” are all general and strategic consulting services of “Xvise”, unless these consulting services are governed by special General Conditions of “Xvise” (such as the General Terms and Conditions for Hosting and Services relating to the “Xvise” web shop solution). Consulting services in accordance with clause 2.1 are always services in terms of a contract

of personal service (“Dienstvertrag” relating to §§ 1151 ff ABGB). No concrete success is owed.

2.2 “**Other Services**” are all other services of “Xvise”, which are no consulting services according to clause 2.1. Depending on the content, a contract about “other services” can be characterised either as contract of personal service (“Dienstvertrag” relating to §§ 1151 ff ABGB) or as contract for work and labour (“Werkvertrag” relating to §§ 1151 ff ABGB). If there is no individual agreement about it, in case of doubt it has to be assumed that it is a contract of personal service. Especially all “programming-“ and “implementing- and configuration services” of “Xvise” are “other services” according to clause 2.2.

2.3 “**Work performances**” are services for which “Xvise” promises a concrete achievement in line with a performance (“Werkleistung(en)” relating to §§ 1151 ff ABGB) to the user. Unless otherwise agreed in this General Terms and Conditions, work performances are governed by the regulations on contracts for work and labour (“Werkvertrag” according to §§ 1165 ff ABGB). Consulting services of “Xvise” in accordance with clause 2.1 – can never be the subject of a work performance in accordance with clause 2.3.

2.4 “**Affiliated company**” means companies, which are – according to § 15 AktG – affiliated with another company.

2.5 “**Confidential information**” includes all information, that preserve “Xvise” and/or the user of unlimited transmissions to third parties, as well as information, that has to be considered as confidential relating to the transfer or its content. In any case, following information is considered as “confidential information” of the user: user’s data, marketing- and business plans and information about the financial situation of the user; “confidential information” of “Xvise” is: the service, tools, data or other materials, provided by “Xvise” at any time, including preliminary agreements.

3 OWNERSHIP TRANSFER AND INTELLECTUAL PROPERTY RIGHTS

3.1 Ownership and the users’ rights of use

The ownership of movable goods is transferred to the user after full payment of the contractual remuneration. Excluded thereof is “Xvise”-information, that is defined in section 3.3, as well as all products and any software, provided to the user by a third party like a subcontractor or an assistant of “Xvise” in accordance to

an individual agreement. The same applies if products or any software is provided to the user by any other means.

Subject to full contractual payment of the remuneration owed, "Xvise" grants the user the right of use for individually developed respectively provided products for internal usage within the scope that is necessary for a proper contract fulfilment. Without the prior written consent of "Xvise", the user is not entitled to pass on, transfer, sublicense, or make the working results otherwise available to third parties.

3.2 The use of "Xvise" working results

"Xvise" is entitled to use and modify all products (working results) for all purposes, especially for other users, as far as it does not violate any contractual confidentiality commitment.

3.3 "Xvise"-information

Relating to a commission, "Xvise" may provide intellectual property from "Xvise" or third parties in connection to work results, which is not individually developed for the user within a special commission. Among others, this includes patents, brands, trade secrets, know-how, processes, proceedings, software, methods, templates, schedules, concepts, additional software, specifications, drafts, plans, designs, first drafts, samples, examples, records, documentations, ideas, knowledge, facts (altogether "Xvise"-information). "Xvise" reserves all rights, titles, claims of "Xvise"-information, other internal data, provided in the context of a commission, and all derived data.

3.4 The users' right of use of "Xvise"-information

The user conditionally obtains a limited, non-transferable right for internal use of "Xvise"-information, if work results contain "Xvise"-information. This right is subject to full payment of contractual remuneration.

4 CONCLUSION AND DURATION OF THE CONTRACT

4.1 The contract is concluded when "Xvise" has confirmed the acceptance of the commission in writing, or has actually started to provide the service. "Xvise" is only contractually bound by services as described in the confirmation of the commission. "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 commission. Side agreements as well as agreements regarding deadlines and delivery dates beyond the content of the respective contract and these Terms and Conditions must be made in writing or via email. Contracts (orders, commissions) must be duly signed in order to be legally effective. In absence of a valid signature contracts (orders, commissions) are legally void.

4.2 The user and "Xvise" agree and expressly acknowledge that no contractual determined date or schedule is a fixed date of performance. These dates and schedules are expected beginning- and closing dates for the contractual fulfilment and they can be

modified within the duration of the commission. Contractually mentioned delivery times and performance deadlines are only legally binding, if "Xvise" designates them as obligatory in written form.

4.3 All offers from "Xvise" are non-binding, if not agreed otherwise expressly in the offer. "Xvise" is entitled to minor technical modifications to offers, even after acceptance of the offer from the user.

4.4 If not agreed otherwise, continuous obligations can be terminated within a notice period of three (3) months at the last day of each month in written form.

4.5 In case of serious violations of liabilities of continuous obligations, 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 provider. The same applies in case of the initiation of a compensation or bankruptcy proceedings, or failure to comply with a payment date, despite a written reminder.

5 COPYRIGHTS

5.1 All documents of "Xvise" contain know-how and development services of "Xvise", as well as their subcontractors and are governed by 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" expressly provides corresponding rights within a written agreement about usage rights. Even details and extracts are governed by legal provisions.

6 DUTY TO COOPERATE; RESPONSIBILITIES OF THE USER

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

7 IMPEDIMENTS TO PERFORMANCE

7.1 The user is obliged to provide all necessary information to "Xvise" and to point out any relevant circumstances on its own initiative.

7.2 If the period of performance is affected in relation to the agreed dates, by reasons that are not in the responsibility of

"Xvise", "Xvise" is entitled to extend the period of performance respectively and to demand a change of the dates. The user has to bear all eventual additional costs, arising for "Xvise" caused by such an affection.

7.3 If the user prevents the provision of services, nevertheless the agreed remuneration is due to "Xvise". Regarding to this, the user has to replace incurred additional expenses in case of a delay or other obstructions.

8 REMUNERATION

8.1 In general

The settling of accounts for partial services is possible. "Xvise" is entitled to invoice all additional costs (e.g. travel costs) and/or third party expenses, in addition to the agreed fee, unless explicitly agreed otherwise. If information provided by the user that was used to calculate the fee for services was incorrect, incomplete or subsequently modified, "Xvise" is entitled to adjust the fee accordingly. Payment for all services is due on the date of invoice. The invoiced amount must be transferred to "Xvise" immediately and without any deductions. The user is not entitled to withhold payments. The user may only set off against such claims that have been legally established by a court or recognised by "Xvise" in writing. In the event of a default in payment, the interest on arrears shall be eight (8) percent above the basic rate.

8.2 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.

8.3 Taxes

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

8.4 Cancellation

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.

8.5 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.

8.6 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.

9 THIRD-PARTY RIGHTS

9.1 "Xvise" is obliged to defend, to exempt from and indemnify the user against any kind of claims, especially against claims for compensation ("liabilities") asserted by third parties against the user. "This applies so far as these liabilities result from a violation of a trademark, patent, copyright or a patent issued at the time of the assignment of a commission (summarising "intellectual property rights") of a third party, each providing that the user

- (i) informs "Xvise" immediately about any kind of claims asserted by third parties,
- (ii) grants "Xvise" the authority to determine arrangements of legal disputes, the defence, respectively the settlement of such claims,
- (iii) grants "Xvise" an absolute cooperation in accordance with the defence of such claims,
- (iv) complies with the instructions of "Xvise" according to an omission of the use of products, which can justify a violation of intellectual property rights, at the exclusive discretion of "Xvise".

9.2 Aforementioned stipulations shall not apply to the violation of third-parties rights that arise as follows:

- (i) by a different use of the documentation provided by "Xvise", and/or by other than internal purposes of the user;
- (ii) by any change of the product (working result), which was not expressly authorized in writing by "Xvise".
- (iii) by the omission of the user to use improvements of the product (working result), provided by "Xvise".
- (iv) through the distribution, marketing or use of the product (working result) by the user in favour of a third party, or
- (v) by combining the product (working result) with other materials, which were not provided by "Xvise".

9.3 If the product (working result) – or parts thereof – constitute a violation of third-parties rights, or should be seen as such a violation according to equitable discretion of "Xvise", "Xvise" can – within a reasonable time limit – optionally either

- (i) safeguard the rights of the user for a further use of the product, which is causative for the legal violation, or
- (ii) replace the affected product (working result) at the expense of "Xvise" by an equivalent product, which does not cause a violation of law, or modify the product to the extent that it does not cause a violation of law any more.

If "Xvise" is in its reasonable discretion not able to obtain the right to a further usage of the product (working result), that causes a violation of law, or replace the affected product according to (i) and (ii) of clause 9.3, the product, which causes a violation of law,

will be returned to "Xvise" and "Xvise" will refund the amount to the user, paid to "Xvise" for this product minus any depreciation; that was amortised for the use of the product by the user over a period of five (5) years, using the linear method.

10 EXEMPTION FROM THIRD PARTY CLAIMS

10.1 The user is obliged to defend "Xvise" and to exempt "Xvise" from any kind of claims incurred by "Xvise". This also applies if claims are asserted against "Xvise" by third parties. The user is also obliged to indemnify "Xvise" against any kind of claims incurred by "Xvise", or claims that are asserted against "Xvise" in conjunction with third-parties' claims. This shall apply as far as those liabilities result from:

- (i) another use of the products, as in accordance with the relevant documentation or instruction provided by "Xvise", or a use for other purposes of the user than internal ones,
- (ii) any modified, redesigned or revised version of the product that has not been expressly authorized in writing by "Xvise",
- (iii) the omission of the user to use or implement of corrections or improvements of the work, provided by "Xvise",
- (iv) the distribution, marketing, or use of the work by the user for the benefit of a third-party, or
- (v) the connection of the product with materials that were not provided by "Xvise";

This applies, provided that "Xvise"

- (i) informs the user immediately about any claims of third parties pursuant to the indemnification provisions of this agreement,
- (ii) grants "Xvise" the authority to determine the arrangement of legal disputes, the defence, respectively the settlement of such claims,
- (iii) grants "Xvise" an absolute cooperation in accordance with the defence of such claims.

10.2 If the user provides access to a software, specifications, contents or other materials provided by the user (hereafter "user materials"), the user is obliged to defend, exempt "Xvise" from and indemnify "Xvise" against any kind of claims incurred by "Xvise", or claims that are asserted against "Xvise" in connection with third-parties' claims, as far as these liabilities result from the provision of services. Such liabilities include in particular those that result from the violation of business secrets, trademarks, copyrights, or patent rights of third parties.

10.3 The user has to inform "Xvise" immediately in writing, if third parties assert property rights against the user. Only if "Xvise" informs the user, that it will not defend itself against the claim, the user is permitted to take action, especially in court to defend itself against the claims or satisfy claims of third-parties with reservation.

10.4 The limitation period of claims caused by violations of third-parties' rights is twelve (12) months from delivery of the performance or the product.

Xvise innovative logistics GmbH

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10.5 The provisions of clause 10.4 shall not apply, if claims are based on an intentional behaviour of "Xvise".

11 COOPERATION AND KEY PERSONNEL

11.1 The customer will cooperate with "Xvise", with regard to the provision of services by "Xvise". This includes in particular the provision of appropriate facilities and the nomination of key personnel to "Xvise" and the granting of a timely and error-free access to relevant and accurate data, information and employees of the user. The user further acknowledges and agrees that the performance of "Xvise" is in connection with the timely and effective implementation of the user's obligations and his timely decisions and approvals.

11.2 The key personnel respectively the project specific key personnel and their representatives are those persons who are listed in individual contracts and annexes as direct contacts and project managers or persons who are generally entrusted with the internal order processing of a concrete cause, respectively who are related to it essentially. Vacations and absences of key personnel respectively project specific key personnel have to be announced to "Xvise" in writing. Simultaneously a representative has to be notified in writing including his contact data.

11.3 The user acknowledges, that in the event of necessary cooperation from the user's employees with employees of "Xvise", an omission of the user to provide necessary personnel with applicable facilities according to the services, may affect the fulfilment of the contract by "Xvise". If an omission of the user relating to the provision of personnel or any other omission affects the fulfilment of the contract, the appointments will be adapted accordingly. In case of contracts stipulating a fixed price, additional services provided by "Xvise" including ancillary services that are based on such an omission caused by the user will be invoiced with the usual cost rates of "Xvise". The user acknowledges and agrees that "Xvise" is in fulfilment of its contractual obligations entitled to use data, materials and other information provided by the customer without any independent investigations and verifications; so far, "Xvise" is entitled to rely on the accuracy and completeness of this information.

11.4 Export regulations. Unless otherwise agreed, the user is responsible for compliance with all export regulations concerning his works, or works licensed for him, as well as all services or products, which were provided abroad by "Xvise" for the benefit of the user.

12 WARRANTIES

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

12.2 The contractual quality of the services and products only shall be governed by the specifications of the service description of the version that is valid at the time of contract conclusion. "Xvise" provides no warranty for any kind of test versions. If test versions contain any defects, they will be left excluding all rights.

12.3 Any deficiencies, interferences and/or other warranty claims must be notified in writing to "Xvise", immediately and in a generally comprehensible form, as well as in the modality that is defined in the description of services. The requirement of a generally comprehensible form is satisfied if the transmitted parameters allow a repetition or visualization of the defect.

12.4 The correction of the defects takes place by free subsequent improvement. For this purpose, an appropriate time must be conceded to "Xvise" in accordance with the provisions of the respective individual contracts. Unless otherwise agreed, from the date of the notice of defects according to clause 12.3 a period of at least six (6) weeks shall be deemed adequate. Therefore, the user may not refuse his consent unreasonably.

12.5 The termination of the contract by the user is only permitted, if "Xvise" has had an adequate opportunity to correct the defects and this correction has failed. Only the following cases are seen as failure of correction: the correction is impossible, "Xvise" refused to correct, "Xvise" delays the correction unreasonably, reasonable doubts concerning the prospects of success occur, or the correction is unacceptable for the user for any other reason. "Xvise" documents the notice of defect and as far as possible the progress of the correction of defects and informs the user about it immediately.

13 LIMITATION OF LIABILITY

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

13.2 "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 damages, 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.

13.3 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 clause 13.4 and clause 13.5.

13.4 The violation of an essential duty referring to clause 13.3 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.

13.5 In case of slight negligence, referring to clause 13.3, the liability is limited to the amount of the agreed remuneration ("Vertragssumme") per case of damage, and altogether per contractual year to the amount of the double remuneration, which was paid for the service. The liability is furthermore limited to typical damages, foreseeable at the time of contract conclusion. Additionally, "Xvise" is not liable for lost profits or other consequential damages relating to slight negligence.

13.6 In all other cases of slight negligence, liability is entirely excluded.

13.7 The limitation of liability according to clause 13 shall also apply, if there is a personal liability of "Xvise" employees, vicarious agents and executive employees.

13.8 Nevertheless, the objection of comparative negligence remains possible. The limits of liability according to the clauses 13.1 up to 13.7 do not apply in accordance with personal injuries and the liability regarding to the product liability law.

14 USE OF SUBCONTRACTORS

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

15 DELAY

15.1 In case of default of payment in significant height, "Xvise" is entitled to stop the services at the expense of the user. Nevertheless, the user is obliged to pay 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 (2) months lasting period. It is still possible to enforce further claims. In case of a delay of payment, interest is agreed according to § 1333 para. 2 ABGB (8 percent above the base rate).

16 INSOLVENCY

16.1 The user has to inform "Xvise" immediately, 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 or if the user has set the payment due to financial difficulties. This also applies 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.

17 FORCE MAJEURE

17.1 "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.

17.2 In particular, the following circumstances are regarded as force majeure referring to clause 17:

- 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.

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

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

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

18 STATUTE OF LIMITATIONS

18.1 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.

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

19 NON-SOLICITATION

19.1 For the duration of the contract and for a period of one (1) year after its termination, the parties shall not entice away employees of the other party, which have been involved directly in the provision of contractual services, as an employee, consultant or in any other function, without the prior expressly written consent of the other party.

20 DATA PROTECTION, DATA SECURITY

20.1 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.

20.2 Authorizations

"Xvise" may share access authorizations for the data provided to "Xvise" only with its employees to the extent necessary for their respective task(s). 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.

20.3 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.

20.4 Inadmissible use of data

If 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.

20.5 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, provided that the user has requested "Xvise" to do so in writing and agreed to bear all incurring costs.

20.6 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.

20.7 Data secrecy

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

21 CONFIDENTIALITY

21.1 Scope of Confidentiality

Each contractual partner is obliged to treat this agreement and any provided information or knowledge in any form, provided by one partner to the other or became available by any means to a party within this contractual (or pre-contractual) relationship, confidentially. This includes inter alia technical, commercial or organizational information that became available based on the parties' cooperation. Neither of the parties may use this information, exploit it nor make it available to third parties, without the prior written consent of the other party.

There is no consent of the other party 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 the information for the fulfilment of contractual services. The parties ensure that these 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 party shall inform the other party immediately after becoming aware of any unauthorized disclosure or possible loss of confidential information.

21.2 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 cooperation of the parties, 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.

21.3 Reservation of granting rights

Clause 21 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.

21.4 Disclosure requirements

The disclosure prohibition referring to clause 21.1 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.

21.5 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.

21.6 Reservation of regulations to protect data

The provisions of data protection and data security according to clause 20 of this contract shall remain unaffected.

22 ACCEPTANCE OF PERFORMANCE

22.1 In general

As far as “Xvise” provides work performances (“Werkleistungen” relating to §§ 1151 ff ABGB) to the user, the following applies:

- a) The user will carry out acceptance tests to check whether the performance mainly corresponds to the contractually agreed service (“specifications”). If individually agreed “Xvise” supports this tests.
- b) The user is obliged to accept or partial accept (as follows together “accept”) the performance results to the extent that these are substantially equal to the contractual specifications.

22.2 Implementation

After completion of the agreed services, “Xvise” informs the user in writing about the readiness for acceptance. Immediately after the transfer, the user has to test the functions and check the integrity of the transferred services. The User has to accept or to do a deficiency claim within ten (10) business days beginning from the moment of the transfer. In the absence of such a deficiency claim warranty claims, claims for damages and claims based on mistakes expire. “Xvise” and the user shall document the acceptance in an acceptance protocol signed by both parties.

22.3 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.

23 PRESS RELEASE AND REFERENCE IN THE LIST OF CLIENTS

23.1 Without the prior written consent of the other party, neither party will make press statements to contractual provisions of ser-

vices. 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.

24 POST-CONTRACTUAL VALIDITY

24.1 Anyway, following clauses of this General Terms and Conditions stay in force even after termination of the contractual relationship between the parties: 1, 3, 5, 13, 18, 19, 21, 23, 24, 25 and 26.

25 ASSIGNATION

25.1 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 agreements without the consent of the user or a special agreement therefore 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 any rights of termination based on such assignments.

26 FINAL PROVISIONS

26.1 Any contractual change(s) or addition(s) 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.

26.2 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 the place of performance for all deliveries. In case of payment(s) to "Xvise", or advisory respectively other services by "Xvise" the place of performance always is the head office of "Xvise".

26.3 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.

26.4 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.

26.5 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.