

**General Terms and Conditions of Business of
runIT solutions GmbH (FN 189492s)
as of May 3, 2010 / with the change of the company name of January 4, 2013**

I. General Provisions

- 1.1. The General Terms and Conditions of Business of runIT solutions GmbH (hereinafter referred to as "AGB") shall apply to any and all contracts entered into by and between runIT solutions GmbH (hereinafter "runIT") and a third party (hereinafter the "Customer"). Contracts shall encompass any and all agreements, made explicitly or implicitly, in writing or orally, concerning the sale or purchase of goods or the performance of services.
- 1.2. These AGB shall exclusively govern any and all contracts made by and between runIT and the Customer. Any conditions of the Customer contradicting or deviating from these AGB shall only be effective if acknowledged by runIT explicitly and in writing. Furthermore, any action taken by runIT in fulfillment of a contract shall not be deemed consent to contractual provisions deviating from these AGB.
- 1.3. Any agreements in deviation of or addition to these AGB shall be in writing and shall apply only to the relevant legal transaction, but not to other transactions, in particular follow-up transactions.
- 1.4. These AGB shall also apply to any and all future contracts with the Customer. Changes to the AGB shall be deemed approved and shall be applicable also to existing contracts unless the Customer objects in writing within one month of receiving the changed AGB. Transmission of the changed AGB can also be effected electronically (by email). If the Customer objects in time, the old AGB shall continue to apply to any contracts in effect at that time. In such case, however, runIT shall be entitled to terminate the contract with the objecting Customer with immediate effect.

II. Conclusion of Contract and Remuneration

- 2.1 Any and all offers submitted by runIT shall be without engagement and legally binding only if submitted in writing, or – in case of offers submitted orally – if subsequently confirmed in writing.
- 2.2 A Customer's offer shall require written confirmation by runIT, with runIT also entitled to accept the Customer's offer by way of fulfillment.
- 2.3 Any and all service charges or prices stated or price lists published by runIT shall be without engagement and legally binding only if submitted in writing, or – in case they are stated orally – if subsequently confirmed in writing. The prices stated by runIT shall be net prices and shall not include, to the extent this concerns the sale of goods, the cost of freight, packaging, insurance or installation.
- 2.4 Services rendered or to be rendered by runIT shall be remunerated in accordance with the rates valid from time to time, with runIT informing the Customer of such rates upon request at any time. Services shall be charged on the basis of time spent in units of no less than 10 minutes. Travel time to and from the Customer shall be considered expenditure of time to be paid by the Customer.

III. Services

- 3.1. The Customer shall be obliged to create the conditions required for proper performance by runIT. This shall include the Customer's obligation to provide information in full and in a timely manner and, if required, to allow runIT access to the hardware.
- 3.2. The Customer shall be obliged to name an employee who shall be authorized to make representations to runIT which are binding on the Customer. If the Customer fails to do so, runIT shall have the right to assume that each and every employee of the Customer shall be authorized to make representations on behalf and for the account of the Customer.
- 3.3. The Customer shall be obliged to inspect any interim reports delivered by runIT immediately with regard to the accuracy of the information contained therein and to notify runIT of any defects forthwith and in writing or otherwise lose any warranty or liability claims.
- 3.4. The Customer shall assume full and unlimited liability vis-à-vis runIT that any and all content provided by the former is free of any third-party rights, that the Customer - to the extent this is required for runIT's services – has unlimited exploitation rights and that runIT is free to use and modify such content.

- 3.5. Custom-made software including program adaptations shall require inspection and approval by the Customer. Inspection shall be effected within two weeks of notification about completion of the work by runIT. The Customer shall confirm testing and approval in a log. In case the Customer does not commission the work performed as free of defects without being justified to do so, the delivered software or the adapted program shall be deemed accepted free of defects upon expiry of the two-week period. The Customer shall notify runIT of any occurring or existing defects (such as, for example, deviations from the specifications agreed in writing) in writing, supplying adequate documentation. If there are material defects preventing going live or a continuation of live operations, approval shall be required again after the defects have been remedied. The Customer shall not have the right to refuse the approval of software for immaterial defects. These provisions shall apply mutatis mutandis to the testing and approval to any other services performed by runIT.
- 3.6. If, in the course of the work, it becomes evident that execution of the order as specified is factually or legally impossible, runIT undertakes to notify the Customer to this effect. If the Customer fails to alter the specifications accordingly or to create the required conditions for adequate performance, runIT shall be entitled to refuse further execution. If the impossibility of execution results from an omission on the part of the Customer or a subsequent change in specifications by the Customer, runIT shall be entitled to withdraw from the contract. If runIT legitimately refuses further execution or withdraws from the contract, the Customer shall still pay to runIT the agreed remuneration without any deductions. In case runIT fails to perform for reasons attributable to the Customer's sphere, runIT shall continue to receive the full remuneration. In any case, runIT shall not have to offset any savings that might have occurred due to such non-performance.
- 3.7. Shipment of data carriers, documentations and specifications shall be at the Customer's expense and risk.
- 3.8. Training and instructions as well as any other information not contained in the scope of the original contract shall be charged separately.

IV. Delivery of Goods

- 4.1. Any deadlines announced by runIT for the delivery of goods or performance of services shall be non-binding unless specifically agreed as "fixed dates". In case of delay on the part of runIT, withdrawal from the contract shall be possible only after a reasonable extension of no less than 4 weeks has been granted in writing and – except for cases of intent or gross negligence to be proven by the Customer – shall only be permissible excluding any compensation for damages.
- 4.2. For orders that include several units or programs, runIT shall have the right to effect partial deliveries und present partial invoices.

V. Warranty/Liability for Purchases of Goods

- 5.1. The Customer shall be obliged to inspect any shipment with regard to completeness and absence of defects immediately upon receipt. Any defects shall be notified to runIT in writing no later than two business days from receipt of delivery. The Customer shall bear the risk of transmission of such notice of defects,
- 5.2. The warranty period shall be 12 months from delivery. Any claims for damages on the part of the Customer shall also expire within the absolute period of 12 months from delivery. Claims for warranty and/or damages shall be asserted in court within the 12-month period.
- 5.3. In the event of a defect which was notified in time and in writing, the defective product shall be replaced or repaired by runIT free of charge unless the defect has resulted from improper use. There shall be no further claims, and runIT shall, in particular, not assume any further liability for any loss or damage (including loss of profits) incurred by the Customer.
- 5.4. The extent of runIT's liability shall in any case be restricted by the value of the delivered product with regard to which there is a defect.

VI. Warranty/Liability for Development of Software, Programming, Intervention in IT Systems and Other Services

- 6.1. The Customer acknowledges that the current state of technology does not allow for the completely error-free development of software. Therefore, a defect in software programmed or otherwise adapted by runIT entitling the Customer to warranty and/or damages shall only be deemed to exist if the software deviates from the specifications provided by the Customer and such deviation can be reproduced under test conditions. In case of changes or additions to an already existing program, warranty/liability shall apply to the change or addition. This shall not reinstate warranty/liability for the original program.
- 6.2. Defects covered by warranty shall be remedied by improvement or replacement within a reasonable period of time. Rescission or price reduction shall be excluded and shall not be owed by runIT. By way of damages, the Customer shall only be entitled to claim restitution in kind. Any further claims for damages, in particular for loss of profits, shall be excluded. The extent of runIT's liability shall in any case be restricted by the value of the contract with regard to which runIT is liable. Liability for slight negligence shall be excluded.
- 6.3. The warranty period shall be 12 months from approval of performance pursuant to Item 3.5. Claims for damages shall expire within the absolute period of 12 months of approval. Claims for warranty and/or damages shall be asserted in court within the 12-month period.
- 6.4. runIT shall not be liable if the defect has occurred due to changes to the configuration of the system after installation and beginning of operations not implemented by runIT.
- 6.5. runIT shall not be liable for errors, malfunctions or damage resulting from improper operation, changed operating system components, interfaces and parameters, use of unsuitable organizational means and data carriers, to the extent they are prescribed, abnormal operating conditions (in particular deviations from installation and storage conditions) as well as transport damage not caused by runIT.
- 6.6. In case of subsequent changes to programs by the Customer's own programmers or third parties, runIT shall be relieved of any liability.
- 6.7. runIT shall not be liable or make any representation that the work order/commissioned by the Customer (hardware, software, server, etc.) is compatible with the system used by the Customer; this shall not apply if the Customer uses standard software or runIT has explicitly guaranteed functionality in a particular case.

VII. Terms of Payment

- 7.1. Invoices presented by runIT shall be payable within ten days of receipt of invoice.
- 7.2. For orders consisting of several units (e.g., programs and/or training sessions, realization in steps, delivery of goods, etc.), runIT shall be entitled to present separate invoices after delivery of each individual unit or performance.
- 7.3. If the Customer is in default of payment, runIT shall have the right to terminate any ongoing work and withdraw from the contract. Any resulting costs as well as loss of profits shall be borne by the Customer. In case of delay in payment, interest on arrears in the amount of 8% p.a. above the base rate shall be payable irrespective of fault and without prejudice to any further claims for damages.
- 7.4. The offset of claims by the Customer against runIT other than such claims as runIT has expressly acknowledged to exist or have been established as legally effective as well as the Customer's right of retention shall be excluded.
- 7.5. Unless the Customer raises any objections to invoiced claims within 10 days of date of invoice, such claims shall be deemed accepted.
- 7.6. Any legal costs of asserting or enforcing claims against the Customer shall be borne by the latter in the actual amount incurred. The Customer shall pay runIT a lump sum of 15% of the outstanding amount to cover costs and efforts of out-of-court recovery.
- 7.7. runIT shall be entitled to charge remuneration for services at the end of each month for such month. For hosting services (in particular Item XII. below), runIT shall be entitled to invoice the remuneration in advance on the first of each month for the entire month.

VIII. Retention of Title

- 8.1. Goods delivered by runIT shall remain the property of runIT until any and all claims have been settled by the Customer.
- 8.2. For the duration of retention of title, the Customer shall not be allowed to transfer the goods to third parties in any form or to pledge such goods.
- 8.3. If the Customer is in delay of payment, runIT shall be entitled to demand surrender of the goods without having to withdraw from the contract. runIT shall be entitled to dispose of the goods at its own discretion and set off proceeds from the sale against outstanding claims. Any remaining proceeds shall be paid to the Customer. The Customer shall bear the cost of reclaiming and disposing of the goods.
- 8.4. If third parties claim goods subject to retention of title – in particular by way of attachment – the Customer undertakes to point out runIT's ownership and to notify runIT forthwith and in writing.

IX. Copyright, Right of Use and Right of Distribution

- 9.1. Any and all copyrights (programs, documentation, etc.) shall belong to the Customer or its Licensors with regard to the agreed work. After payment of the agreed remuneration, the Customer shall be entitled to use software programmed by runIT exclusively for the former's own purposes, only for the hardware specified in the contract, and to the extent of the number of licenses acquired.
- 9.2. runIT shall be allowed to make copies for archiving and storage purposes on the condition that the software does not contain an explicit ban by the licensor or third parties and that any and all copyright and ownership notices are transferred to such copies unchanged.
- 9.3. Should it be necessary to disclose interfaces in order to establish interoperability of the developed software, the Customer shall commission runIT to do so against reimbursement of costs. If runIT fails to meet this request and if decompilation is effected in accordance with the copyright law, such results shall exclusively be used to establish interoperability.

X. Privacy Policy

- 10.1. runIT shall be subject to communication confidentiality pursuant to §93 TKG 2003 and the secrecy provisions of the Data Protection Act.
- 10.2. Based on the Data Protection Act and the Telecommunications Act of 2003, runIT undertakes to store, process and pass on master data only within the framework of performance of services and for the purposes agreed in the contract.
- 10.3. runIT shall take all technically feasible and reasonable measures to protect the stored data within the meaning of the data security provisions of the Data Protection Act. Should a third party, in an illegal manner, manage to get access to and control of the data stored with runIT or to use such data, runIT shall be liable only in case of intent or gross negligence.

XI. Confidentiality/Non-Solicitation Clause

- 11.1. Any and all documents as well as materials concerning the preparation of offer and information or the production process which runIT sends or hands over to the Customer shall be company secrets of runIT and shall not be made accessible to third parties.
- 11.2. The Customer shall refrain from any direct or - via a third party – indirect solicitation or employment of personnel (employees, freelance employees, employees on the basis of a contract for services, etc.) of runIT or a company associated with runIT (such as, e.g., runIT solutions GmbH) who have worked on the implementation of a service agreement concluded with the Customer (including hosting services) for a period of six months from termination of the relevant contract.
- 11.3. If the Customer violates this provision, it shall pay a penalty irrespective of fault at a rate of six times the gross monthly salary of the employee in question from time to time. runIT shall be entitled to claim compensation for any damage beyond this at any time.

XII. (Web) Hosting

12.1. Scope of services

- a) runIT shall provide the Customer with a ready-to-use, dedicated computer system (server hardware and operating system software) or storage space on a virtual server in accordance with the provisions of these AGB, as specified in the order or the accompanying specifications. The Customer shall be able to use the dedicated or virtual server to the extent intended. runIT shall reserve the right to provide the Customer with a computer system comparable to the reference model laid down in the order form. In doing so, runIT shall take into account the Customer's requests to the extent this is reasonably possible for runIT without incurring additional efforts and costs. However, the Customer shall not be entitled to a certain server hardware configuration.
- b) In case a certain capacity is laid down in the order form, the price list or the specifications, such capacity shall apply to the entire storage space of the dedicated or virtual server provided under the contract and shall, among other things, be used to save the log files of the Internet server or increase data security by mirroring the hard disk. The Customer shall be allowed to use only the agreed storage capacity. runIT shall in no case be liable for decreased performance, loss of data, delays, or similar events resulting from exceeding such capacity.
- c) Upon completed installation, runIT shall notify the Customer about the readiness for operation by email or fax. If the Customer does not report material defects, or denies or refuses testing and approval, within no more than a week of being informed of readiness for operation, approval shall be deemed effected.
- d) In case of hardware failure, runIT shall replace defective components free of charge, including assembly, and shall restore the system with the complete configuration of the operating system as at the initial setup and shall restore the data of the most recent backup. runIT shall endeavor to provide a quick resolution. runIT shall, however, be entitled to charge fees according to the applicable rates for other services in case the Customer can be held accountable for the failure.
- e) The Customer shall have no rights in rem in the server and shall have no right of access to the rooms housing the server.

12.2. Possible restrictions

- a) Webhosting products may be liable to disruptions in the availability of the services offered. runIT will exercise due care to maintain functionality of the technical systems within its control, in particular of the server and its Internet connection. Notwithstanding, runIT shall not assume any liability, except in cases of intent or gross negligence, that services will be provided without interruptions and free of errors and that stored data will remain intact under all circumstances. In no case shall the Customer be allowed to derive any claims against runIT in the event of short-term interruptions or malfunctions. In order to take precautionary measures against interruptions, malfunctions, hardware failure, etc, the Customer shall carry out a data back-up of the server system once a week. runIT shall take any and all technically and economically reasonable measures to protect the stored data from unauthorized access. Unless runIT fails to apply the appropriate diligence intentionally or with gross negligence, claims for damage arising from illegal access to the stored data shall be excluded.
- b) Force majeure, strikes, capacity reductions of internet providers as well as repair or maintenance work may lead to restrictions or interruptions in the provision of services. In such cases, runIT's liability shall be excluded.
- c) runIT shall endeavor, to the extent this is possible, to announce maintenance work or changes to the server no later than five days in advance in writing, by fax or by email, if it can be expected that such maintenance work or changes may lead to a disruption in availability or an announcement appears necessary for other reasons. Disruptions during necessary maintenance or repair work as well as during the agreed maintenance windows shall not lead to claims of the Customer against runIT unless runIT has caused such maintenance or repair work due to intentional or grossly negligent behavior.

12.3. Contract period

- a) Contracts concerning webhosting shall be concluded for an indefinite period of time. In the absence of an agreement to the contrary, the minimum contract period shall be twelve months. After expiry of this minimum contract period, the contractual relationship can be terminated in writing by either party as of the end of a quarter giving three months' notice. The postmarked date shall be deemed the date of notice.

- b) Compliance with the agreed dates of payment shall be a material condition for the performance of services by runIT. In case of delay in payment, runIT, in accordance with the provisions of §70 TKG 2003, shall thus be entitled, at its discretion, to suspend services or terminate the continuing obligation forthwith following an unsuccessful reminder in writing or electronically and granting of a two-week respite and under threat of suspension of services or rescission of the contract.
- c) Any and all cases of justified immediate rescission of contract, or suspension or termination of services for a reason for which the Client can be held accountable, shall not affect runIT's claim to the remuneration for the contract period laid down in the contract until the next date of notice as well as the claim to assert damages.
- d) It shall be explicitly pointed out to the Customer that runIT shall no longer be obliged to continue to provide the agreed services upon termination of the contractual relationship. runIT shall therefore be entitled to delete saved or accessible content data. Therefore, the timely and regular retrieval, storage and back-up of such content data shall be the Customer's sole responsibility. The Customer shall not be entitled to derive any claims against runIT from such justified deletion.

12.4. **Software**

- a) The Customer shall not install, use or otherwise apply any software on the server other than that which has been made accessible to him hereunder or where this was agreed separately and in writing. In case of violations, the Customer shall hold harmless and indemnify runIT.
- b) runIT shall reserve the right to deactivate already installed software at short notice without prior announcement if such software jeopardizes operational or data security. In such an event, the Customer shall be informed in writing (email shall be sufficient).
- c) The Customer shall in any case ensure that the programs it uses do not cause any disruptions. Disruptions that impair runIT's facilities or services shall entitle runIT to immediately rescind the contract, or suspend or terminate services.

12.5. **Data protection by the Customer**

- a) The Customer is obliged to back up any and all data and software setting it can access itself on a regular basis, no less than once a day, and to keep this back-up current at all times; back-up copies shall in any case be made prior to any change by the Customer as well as in time prior to maintenance work announced by runIT. This shall also apply if and to the extent runIT has undertaken to make back-ups. The Customer's back-up copies shall not be stored on the server.

12.6. **Customer's responsibility for content and use**

- a) The Customer undertakes not to set up or store any illegal, immoral, sexually offensive, unethical or otherwise prohibited content, in particular copyrighted content without permission, nor any news groups or chat forums. In case such unwanted content is found, runIT shall inform the Customer about this by email and shall instruct the latter, setting a reasonable deadline, to remove or have removed said content. The assessment as to whether stored content is immoral, sexually offensive, unethical, or otherwise prohibited shall be at runIT's discretion. If the Customer fails to follow such instruction in time, runIT shall be entitled to block access to the Customer's pages without any further announcement or deadline. If there is illegal content, runIT shall be entitled to block the hosted site without prior announcement or setting any deadline. If the site is blocked, runIT shall inform the Customer by email. Moreover, any violation of said obligations shall entitle runIT to terminate the contract forthwith.
- b) runIT shall not have any control over the data saved in the web space by the Customer. The Customer shall bear the sole responsibility for stored content. Any liability by runIT shall be excluded. runIT shall not be obliged in any way to examine the data stored in the Customer's web space for illegal content. runIT shall be entitled, but not obliged, to block the Customer's access to the hosted site and/or delete incriminating data if a violation of laws, public order or morality can be expected or exists. Especially if runIT is informed by a third party about illegal content shall runIT be entitled to block the hosted site forthwith without prior announcement or setting of deadlines. If the site is blocked, runIT shall inform the Customer by email. The Customer undertakes to hold harmless and indemnify runIT with regard to all claims resulting from these obligations under Item 12.6., in particular in connection with proceedings under the copyright law. Any violation of these obligations under Item 12.6. shall entitle runIT to terminate the contract forthwith.

- c) The Customer shall be obliged to secure its connection, terminals as well as its login data by all means to prevent unauthorized access. The Customer acknowledges that saving passwords, access data and other confidential information on the hard disk of a PC is not secure. The Customer furthermore acknowledges that the retrieval of data from the Internet may cause the transfer of viruses, Trojan horses or other components to its terminal which may impair the Customer's data or lead to abuse of its login data. The Customer also acknowledges that this may also be caused by hackers. runIT shall be liable for the abovementioned events only in case of intent or gross negligence.

XIII. Final Provisions

- 13.1. Should individual provisions of these AGB be or become invalid or unenforceable, the effectiveness of all other provisions shall remain unaffected. An invalid or unenforceable provision shall be replaced by such valid and enforceable provision as most closely reflects the intention of the invalid or unenforceable provision. This shall apply to any gaps mutatis mutandis.
- 13.2. The place of performance of any and all claims from a contractual relationship shall be Vienna. Any and all disputes arising from or in connection with a contract concluded between runIT and the Customer and/or the present AGB shall - where runIT is the defendant - be exclusively decided by the court factually competent for Vienna's first district. Where the Customer is the defendant, the abovementioned disputes shall be submitted, at runIT's discretion, to the court factually competent for Vienna's first district or the court at the Customer's registered office (or the residence in case of natural persons).
- 13.3. These AGB as well as any and all contracts concluded between runIT and the Customer shall exclusively be subject to Austrian law to the exclusion of international conflict of laws provisions and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.4. Contracts with consumers within the meaning of the Consumer Protection Act shall be subject to the provisions of these AGB only to the extent that the Consumer Protection Act does not provide for the mandatory application of other provisions.