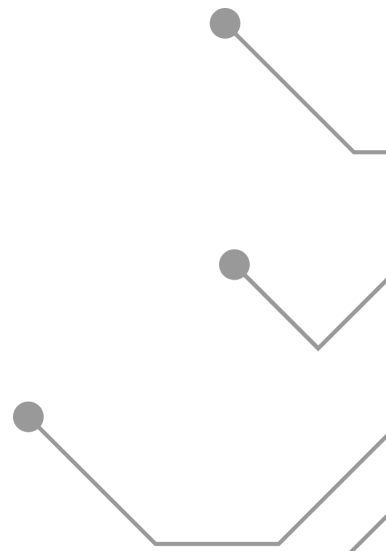
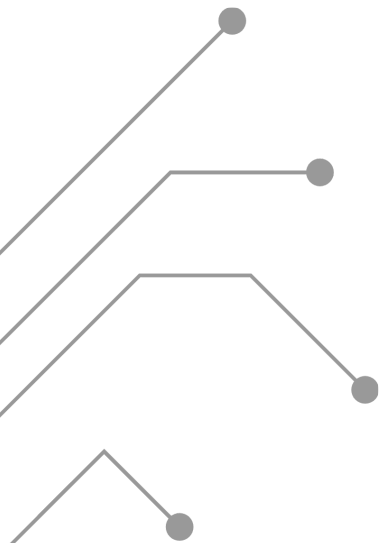




General information, terms and conditions



1. DEFINITIONS

Unless expressly stated otherwise, in this Agreement the terms written with capital letters shall have the meanings defined below:

"**Bulpros**" is the partner of we.Systems AG named in the individual order and supplier of the described service.

"**Customer Premises Equipment**" - "**CPE**" - means a terminal device located at the customer's location that is provided and managed by we.Systems AG or by we.Systems AG suppliers.

"**Service(s)**" shall mean the telecommunications and, if applicable, supplementary services specified in the individual order which the customer receives from we.Systems AG on the basis of this contract;

"**Purchase Order**" means the order signed by both parties for certain Services (supplemented, if applicable, by any amendment or extension agreements);

"**Charges**" are the contractually agreed fees, charges, costs and expenses to be paid by the Customer;

"**Planned Outage**" means routine maintenance or upgrade work that affects or may affect the availability of the Services;

"**Equipment**" means the equipment (including CPEs, if any) owned or managed by we.Systems AG or suppliers of we.Systems AG, including licensed software owned by we.Systems or suppliers of we.Systems AG;

"**Intellectual Property Rights**" means patents, copyrights, trademarks, trade names, service marks, moral rights, database copyright, know-how and any other intellectual property right, whether registered or registrable or not, whether in Germany, the United Kingdom or any other part of the world, together with all related goodwill;

"**HICP**" is the Harmonised Index of Consumer Prices <HICP>;

"**Installation Charge**" is the one-off fee payable by the Customer for the installation of the Service(s) as agreed in the relevant individual order;

"**Interoute**" is the partner of we.Systems AG named in the individual order and supplier of the service described.

"**Interoute Network**" ("Interoute Network") means the fiber optic communications network owned or operated by our partner, Interoute, and its affiliates;

"**Interoute Demarcation Point**" means the boundary of the network of our Partner Interoute, i.e. the logical or physical boundary between Interoute's network and Customer Equipment. At Managed CPE sites, the physical boundary between Interoute and the customer is the CPE Interface. For sites without CPE management, the Interoute handover or scheduling point is the customer port.

"**Customer**" is the respective legal entity, partnership or company as named in the individual order;

"**Customer Equipment**" means equipment that either belongs to the Customer or is provided to the Customer by a third party (other than we.Systems AG);

"**Customer Premise**" means a location within the responsibility of the Customer where the equipment for providing the Service is installed;

"**Customer Contact Center**" is the Incident Management Center of we.Systems AG;

"**Term**" means the minimum term and, if applicable, the extension period referred to in point 5.1;

"Licensed Software" is the computer software in object code format made available to the Customer by we.Systems AG for the use of the Services;

"Initial Term" means, in relation to each individual Service, the duration of 12 calendar months, beginning with the date of Ready for Service Date, unless otherwise agreed in the individual order;

"Fixed Rate Charge" are recurring fees to be paid by the customer for the services of we.Systems AG as agreed in the individual order;

"Monthly Review Period" means calendar month periods that begin with the first calendar day of a month during the term of this Agreement;

"Network Management System" means the fault management system integrated into the Network used by our Partner Interoute;

"Acceptable Use Policy" ("AUP") means the terms and conditions of use of we.Systems AG, as amended from time to time, which may be downloaded from the website of we.Systems AG at <https://wesystems.ag/imprint/> (EN)

"Premises" is the location provided by the customer and/or we.Systems AG where the customer uses the service or to install the Customer Premises equipment required for the provision of the services to the customer;

"Relevant End-use" includes: military use; or use in connection with chemical, biological or nuclear weapons or other nuclear explosive devices or the development, manufacture, maintenance or storage of missiles capable of delivering such weapons;

"Restrictive measures" means restrictive measures adopted by the United Nations or implemented by the European Union, a Member State or the United States;

"Service Credit" is the amount that we.Systems AG credits if we.Systems AG violates the corresponding service quality;

"Service Levels" are the agreed service levels with respect to the quality of the Service as set forth in the Additional Terms and Conditions;

"Service Handover Document" shall mean a document which, when handed over to the Customer, indicates that the Service has been made available for use and, where applicable, for test runs by the Customer;

"Site" is the location used by the Customer and/or we.Systems AG where the Customer needs the Service or to install the Customer Premises Equipment supplied by we.Systems AG that is required for the provision of the Services to the Customer;

"Emergency Maintenance" is the work necessary to restore or repair the network of our partner Interoute or the Service in an emergency after/before imminent damage to or interruption of the Interoute network or the Service;

"Professional Service Charges" are charges for the provision of various services in accordance with individual orders;

"Associated Company" means, with respect to one party, a party to a contract pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG). German Stock Corporation Act;

"Renewal Term" means the period of 12 months commencing after the expiration of the Minimum Term or each equivalent subsequent Term;

"Contract" ("Agreement") includes the individual order, these General Terms and Conditions, the additional terms and conditions as well as any amendments and change orders;

"The "Parties" are we.Systems AG and the Customer, whereby the term "Party" shall refer either to the Customer or to we.Systems AG;

"Customer Committed Date" ("CCD") shall mean the time that we.Systems AG determines for the provision of the Service after the signed order form has been accepted by we.Systems AG. The date shall not be binding unless we.Systems AG expressly confirms it as "binding";

"we.Systems AG" is the supplier of the Service named in the individual order, unless otherwise described;

"Working Day" shall mean any day from Monday to Friday (inclusive) from 9.00 a.m. to 5.00 p.m. which does not fall on a statutory or national holiday in the country in which the relevant notification is made or in which the relevant activity is carried out;

"Ready for Service Date" means the time at which we.Systems AG hands over the Services to the Customer, unless otherwise stated in Appendix 2;

"Additional Terms" are the product-related terms that supplement these Terms and Conditions;

Other terms not defined herein are explained in more detail in the respective additional terms and conditions.

Insofar as, in individual cases, regulations from different contractual documents contradict each other, the following ranking ratio shall apply in the relationship between the contractual documents: I. the regulations set forth in the order form II. the regulations in the additional terms and conditions III. the regulations of these General Terms and Conditions.

2. ORDER OF SERVICE

2.1 A service is ordered on the basis of an order form which contains the name of the customer, a description of the service, the corresponding fees and the minimum term. we.Systems AG is not obliged to accept the order.

2.2 However, we.Systems AG is entitled to reject details of a service in an individual order or (subject to clause 2.3) to modify them, including the anticipated delivery date of a service, if:

- a. the costs for the services of a third party required for the service deviate from those which we.Systems AG had based the calculation of the fees on the individual order; and/or
- b. a service is provided subject to an expert opinion and this expert opinion reveals information which was unknown to we.Systems AG at the time the price offer was submitted and which could impair availability, performance, the delivery period and/or the fees offered.

2.3 If we.Systems modifies the individual order for a service in accordance with Section 2.2, we.Systems AG shall inform the customer thereof and send the customer a new order form for the service affected. The customer has five (5) working days to accept the proposed changes or cancel the affected service. If the customer does not accept the changes within these five (5) working days from the notification, we.Systems AG reserves the right to revoke the modified offer and finally reject the original individual order without liability to the customer. If the individual order contains other services, these remain unaffected.

2.4 Any reference to the customer's terms and conditions shall be invalid unless they have been incorporated into the contract in writing.

3. CREDIT APPROVAL AND DEPOSIT

- 3.1 we.Systems AG is entitled to obtain information from SCHUFA, the customer's house bank or any other credit information file about the creditworthiness of the customer or to demand from the customer to provide corresponding credit information.
- 3.2 we.Systems AG can make the acceptance of the order dependent on a positive credit assessment of the customer.
- 3.3 If
- a. the customer's credit assessment is inadequate;
 - b. the customer has suffered a material and negative change in its financial or business situation (as determined by we.Systems AG at its reasonable discretion); or
 - c. the customer does not settle due and undisputed claims in due time;

we.Systems AG may demand an advance payment of three (3) monthly fees, a deposit, a directly enforceable guarantee or any other security acceptable to we.Systems AG from the customer at the customer's expense. Any deposit shall be used by we.Systems AG as security for the payment of fees and other outstanding amounts. If this contract is terminated, we.Systems AG may use this deposit or the directly enforceable guarantee for all amounts not yet paid by the customer; any credit balance shall be refunded to the customer. Deposits and advance payments shall not be subject to interest by we.Systems AG.

- 3.4 we.Systems AG shall be entitled at any time to set a credit limit of an appropriate amount for the customer with reasonable written advance notice. If the remuneration for any services increases and the credit limit is thereby exceeded, the customer shall be obliged to pay the amount in excess in advance or to deposit a security deposit.

4. PLANNED COMMISSIONING DATE AND TIME OF AVAILABILITY

- 4.1 we.Systems AG shall endeavour to provide the ordered service on or before the scheduled commissioning date. we.Systems AG shall hand over the services to the customer and hand over a service handover document to the customer. The time of availability is documented in the service handover document.
- 4.2 The customer has the opportunity to carry out performance test runs within five (5) working days of handing over the service handover document. If the service deviates substantially from the contractually owed, the customer has to complain about this within this period under presentation of the test results proving this.
- 4.3 Upon receipt of the information provided in Section 4.2, we.Systems AG shall take the measures reasonably necessary to provide the service in accordance with the additional Terms and Conditions. The procedure pursuant to Section 4.2 shall be repeated until the performance test run can be successfully completed.
- 4.4 If the examination shows that the deviation of the service from the parameters agreed in the additional terms and conditions is not attributable to we.Systems AG, we.Systems AG shall be entitled to charge the customer for the costs of troubleshooting and, if applicable, its correction.
- 4.5 If the customer does not object to the deviation of the service from the additional terms and conditions in accordance with Section 4.2, the service shall be deemed to have been provided in accordance with the contract at the time specified in the service handover document and we.Systems AG shall be entitled to commence invoicing. Notwithstanding any other provisions in this contract, the use of the service by the customer for purposes other than testing shall constitute acceptance of the service. As of such acceptance, the customer shall be limited to the exercise of the contractual warranty rights.

- 4.6 If the provision of the Service is delayed due to reasons for which the Customer is responsible, e.g. because:
- a. information requested by we.Systems AG has not been transmitted by the customer,
 - b. the information provided by the customer is incomplete, incorrect and/or illegible,
 - c. the access to the customer's location or to the device necessary for the provision is not possible, or
 - d. there is any other reason that prevents we.Systems AG from checking the service or performing an installation (e.g. no Internet connection if this must be provided by the customer),

the service is deemed to be provided on the date specified in the service handover document and we.Systems AG may begin issuing the invoice.

5. TERM, SUSPENSION AND TERMINATION

- 5.1 An individual contract is concluded upon signature by both parties and for the duration of the minimum term or the respective extension period. Upon expiry of the Minimum Term, the Individual Contract shall be automatically renewed for additional periods of twelve (12) months, unless terminated by either party in writing giving sixty (60) days' notice to the end of the Minimum Term or the respective renewal period.
- 5.2 Either party may terminate this Agreement with immediate effect in writing in the following cases:
- a. The other party shall cease its business (either wholly or in respect of the part relating to the performance under this Agreement),
 - b. Insolvency proceedings are opened against the assets of the other party or the opening of insolvency proceedings is refused due to lack of assets,
 - c. the other party becomes insolvent and is unable to pay its liabilities when due,
 - d. a court decision has been made on the dissolution or liquidation (except in the context of a solvent merger or restructuring) of the other party; or
 - e. the respective other party commits a breach of material contractual obligations and the remedying of which is either not possible or has not been remedied within thirty (30) days of the written request to do so.
- 5.3 we.Systems AG is entitled to suspend all services and/or this contract and/or any other existing contracts between the parties with immediate effect without liability or contractual penalty if the customer
- a. Substantially incorrect, inaccurate, illegible or incomplete information to we.Systems AG and does not remedy the situation within five (5) business days of receipt of written notice from we.Systems AG,
 - b. impairs the services of we.Systems AG or causes damage to the network, the equipment or the property of third parties. The same shall apply if there are strong objective indications of this and we.Systems AG therefore has a reasonable suspicion that the customer is taking such measures and the customer is not in a position to dispel this suspicion with reasonable efforts,
 - c. is in default of payment and does not remedy this within a period of 72 hours after written request by we.Systems AG,

- d. uses the services in violation of the Terms of Use (AUP) in spite of a warning and reasonable setting of a deadline (unless there is a material violation of the AUP - in this case, we.Systems AG is entitled to terminate without notice and without warning),
 - e. has violated the terms of any license for Licensed Software; or
 - f. uses the Service for fraudulent or other illegal purposes or permits some of the Services to be used for such purposes (or, in the reasonable judgment of we.Systems AG, is likely to use or permit such use).
- 5.4 In case of suspension of the service, the customer remains obliged to pay the fee for the suspended service.
- 5.5 In the event that services are resumed after suspension, we.Systems AG may demand an appropriate fee from the customer for the resumption.
- 5.6 we.Systems AG shall be entitled to terminate in writing all services in accordance with an individual order (individual orders) and/or this contract and/or other existing contracts between the Customer and we.Systems AG with immediate effect, without liability or contractual penalty, if we.Systems AG has exercised its right to suspension under clause 5.3 and the Customer has not remedied the reason for the suspension within 10 working days of notification of the suspension.

6. CONSEQUENCES OF CEASE

- 6.1 Termination or termination of any individual order and/or this Agreement for any reason whatsoever shall not affect any right, remedy available or the obligations or liabilities of the parties arising at the time of such termination or termination.
- 6.2 At the time of termination or termination of this Agreement or any individual Contract, the following shall apply:
- a. all amounts payable to we.Systems AG up to the time of termination shall become due immediately and must be paid to we.Systems AG immediately,
 - b. the items handed over to the customer and owned by we.Systems AG or a partner shall be returned to we.Systems AG or its partner immediately at the customer's risk and expense. If the customer culpably fails to comply with this obligation to return, the customer must allow we.Systems AG or the we.Systems AG suppliers reasonable, free access to his premises in order to collect the equipment. If the we.Systems AG equipment or that of the partner is not returned, damaged or defective, the customer shall be obliged to pay damages in the amount of the replacement value of the items, unless higher or lower damages can be proven,
 - c. we.Systems AG has the right to retain the customer's devices that are located on the premises of we.Systems AG or a partner until all claims of we.Systems AG have been settled; if these amounts are not received within a reasonable period determined by we.Systems AG, we.Systems AG reserves the right to sell the customer's devices at the respective market price and to offset the proceeds against its claims.
- 6.3 If an individual order and/or the contract is terminated for reasons that are not based on a breach of contract by we.Systems AG or if we.Systems AG exercises its right to terminate due to a breach of contract by the customer, the customer shall become we.Systems AG. we.Systems AG shall either reimburse the cancellation/cancellation fees of third parties associated with the terminated services or pay the equivalent of seventy-five percent (75%) of the agreed monthly fees for each month of the remaining minimum term or the corresponding extension period, whichever is the greater, unless the customer proves that we.Systems AG has incurred no or only minor damage.

6.4 In the cases of Clause 6.3, we.Systems AG shall be entitled to claim higher damages, provided that we.Systems AG can prove that we.Systems AG has incurred.

7. FEES AND TERMS OF PAYMENT

7.1. Unless otherwise agreed in the individual order or in the relevant additional terms and conditions,

- a. the installation charges and any other one-off initial charges shall be invoiced after the signature of the individual contract;
- b. we.Systems AG will invoice all recurring fees from the time the service is provided and subsequently monthly in advance;
- c. we.Systems AG shall invoice other fees not covered by (a) or (b) above as soon as they are incurred;
- d. all fees shall become due for payment within ten (10) days of the invoice date. In order to meet the deadline, we.Systems AG shall be deemed to have received the entire amount due..

7.2 we.Systems AG reserves the right to adjust the fees at the beginning of each extension period in accordance with the EU HICP Index (28 countries). In this case, charges will increase or decrease in the same proportion as the EU HICP Index (28 countries) over the past twelve (12) months.

7.3 All fees shall be paid in Euro or otherwise, as agreed in the individual order and free of exchange rate charges, bank charges, withholding charges or deductions.

7.4 In the event of default in payment by the customer, we.Systems AG shall be entitled to charge default interest at the statutory rate (8% above the base rate of the European Central Bank). The assertion of further default damages remains unaffected.

7.5 In the event that the customer disputes in good faith a part of the fees contained in a due invoice, the customer shall pay the undisputed part of the invoice in full and shall justify his objections to the invoice in writing. For this purpose, the customer shall at least inform we.Systems AG of the disputed amount, the reason for his complaint and all possible evidence for the complaint. The parties shall endeavour to settle the dispute by negotiation; if the dispute cannot be settled within thirty (30) days of the invoice date, either party may initiate legal proceedings.

7.6 Unless the Customer makes a comprehensible complaint about an invoice prior to its due date by submitting appropriate documents, the invoice shall be deemed undisputed.

8. TAXES

8.1 All fees and other charges listed in the contract do not include value added tax. Value added tax or a similar tax will be added to the agreed price and invoiced additionally.

8.2 If withholding tax has to be paid on any payments for services rendered, the Customer may withhold the withholding tax relevant under the applicable law, but shall pay a further amount in accordance with Clause 7.3 and shall inform we.Systems AG prior to payment that withholding tax has to be paid. The parties undertake, as far as possible, to cooperate in order to minimize the amount of withholding tax due by submitting an advance clearance application in accordance with the relevant double taxation agreement (if applicable) to the relevant tax office in order to reduce the tax rate for the withholding tax or, if applicable, to obtain exemption for the total amount. In any case, the customer undertakes to justify the withheld tax to the tax office in good time.

9. SERVICE LEVELS AND SERVICE CREDIT NOTES

9.1 we.Systems AG or a partner commissioned by it shall provide the service(s) in accordance with the service levels stipulated in the Additional Terms and Conditions. In the event that we.Systems AG does

not or not completely achieve such a service level, the customer shall be entitled to the agreed service credit in accordance with the additional terms and conditions. we.Systems AG shall only assume a guarantee or warrant a quality in the legal sense if we.Systems AG has expressly designated it as such in writing.

- 9.2 If we.Systems AG is responsible for not achieving the service levels, the customer shall be entitled to a service credit defined in more detail in the additional terms and conditions. These service credits are the only claim due to violation of the service levels, unless there is a further possible claim for damages according to section 15, which will be credited against service credits issued in the event of its occurrence. The violation of several Service Levels by one event shall be deemed a violation of the Service Levels and shall only entitle the user to claim a one-time Service Credit.
- 9.3 Any credit balance due to the Customer shall be calculated monthly, carried over to the next billing period and set off against the then due fees.
- 9.4 Service credits shall be paid if requested by Customer within twenty-one (21) days of the end of the month in which the event triggering the claim occurred. Customer shall provide evidence of its claim and reason for such claim within such period.
- 9.5 For the first monthly verification period of a Service, the Service Credits shall be calculated pro rata from the time the Service is provided until the end of the first monthly verification period. If a service is cancelled during a monthly review, the entitlement to a service credit, if any, shall lapse for this month.
- 9.6 A claim to service credits is excluded if the following events have led to the violation of the service levels:
- a. Errors or culpable conduct on the part of the customer, its employees, agents or suppliers;
 - b. the customer violates the contractual provisions of this contract;
 - c. an event of force majeure;
 - d. the customer does not provide we.Systems AG or one of its partners with access to a device or a device of the customer and/or to the location;
 - e. Maintenance during a planned downtime;
 - f. a fault or problem with a device that is connected to the demarcation point, e.g. customer LAN, of our partner Interoute on the part of the customer;
 - g. any downtime or degradation of the existing Service due to modifications or upgrades to the Services requested by Customer;
 - h. damage or interruption to subsea cables;
 - i. lack of supply of spare parts for equipment provided by the Customer;
 - j. any malfunction in the Software used by the Customer, including failure to shut down or start the Software used by the Customer;
 - k. DNS matters outside the direct control of we.Systems AG. For example, in all cases in which a domain is not administered by we.Systems AG or one of its partners on their own DNS server.

10. OPERATION AND MAINTENANCE

- 10.1 Should the integrity of the we.Systems AG network or that of a partner be impaired, damaged or interrupted, we.Systems AG will initiate and coordinate fault rectification, which may include shutting down some or all of the services. Except in emergencies, we.Systems AG or a partner shall inform the customer beforehand about the troubleshooting.

- 10.2 we.Systems AG or a partner shall carry out scheduled maintenance work from time to time and, if possible, inform the customer in writing ten (10) days in advance (or a shorter period if necessary) of the time schedule and the scope of the scheduled maintenance if this results in or is likely to result in a scheduled downtime. If possible, we.Systems AG or a partner shall inform the customer of failures within two (2) hours after its own knowledge. This notification shall be made twenty-four (24) hours a day, seven (7) days a week.
- 10.3 we.Systems AG will make reasonable efforts to implement any planned downtime of the aforementioned network between midnight and 6 a.m. CET ("Central Europe Time") from Monday to Sunday.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Client shall obtain all necessary permits, consents, approvals and authorisations required by a competent government or regulatory authority, as well as any necessary building permits and declaration of consent from the Lessor, insofar as this is necessary for the use of the Services. The Client will use the Services in accordance with and subject to the provisions of applicable laws and any order or determination of any competent authority.
- 11.2 The Parties undertake to use and provide the Services in accordance with applicable laws, in particular the Data Protection Act and the Data Protection Ordinances. They shall provide each other with assistance if this is necessary to maintain data protection. In particular, the customer is informed of the type, scope, location and purpose of the collection of the personal data required for the execution of services. The customer is aware and agrees that, insofar as this is necessary for the desired fulfilment of the contract, we.Systems AG processes data and forwards it to affiliated companies and external service providers of we.Systems AG. Further details can be found at <http://www.wesystems.ag/impressum-datenschutz/>.
- 11.3 The customer shall use the services in accordance with we.Systems AG's Acceptable Use Policy.
- 11.4 In addition to the above compliance requirements, the following applies in particular to the handling of export controls/sanctions:

a. Termination in the event of restrictive measures

we.Systems AG is entitled to terminate this agreement with immediate effect in writing if restrictive measures adopted directly or indirectly by the United Nations or implemented by the European Union, a member state of the European Union ("Member State") or the United States prevent the parties from fulfilling their obligations.

b. Assurance of economic sanctions and end-use control

Customer warrants and represents to we.Systems AG that (i) in the performance of its obligations, no financing, economic resources or other benefits, direct or indirect, will be made available to any person, entity or body subject to any restrictive measures adopted by the United Nations or implemented by the European Union, any member state or the United States, or to any party acting in the name of or on behalf of such person, entity or body, and (ii) none of us.Systems AG or its affiliates that may be intended for relevant end-use are sold, exported, transferred, reintroduced or repatriated without the prior written consent of a competent authority.

c. Cooperation

If we.Systems AG is requested by a competent authority to provide records and/or information, the customer shall, upon request, immediately provide we.Systems AG with all information relating to the relevant end customer, the relevant destination and the relevant end use of the goods, services and work made available to the customer.

d. Indemnification



The customer indemnifies we.Systems AG and holds we.Systems AG harmless from and against all claims, proceedings, actions, penalties, losses, costs and damages arising out of or in connection with non-compliance with international sanctions adopted by the United Nations or implemented by the European Union, a member state or the United States, and compensates we.Systems AG for all losses and expenses resulting therefrom.

12. SOFTWARE

12.1 If the provision of licensed software is required for the use of the Service, the Customer shall be granted a non-exclusive and non-transferable right to use the licensed software for his own internal use and exclusively for the use of the Services during the term of the Agreement. If this Licensed Software originates from a third party, this License shall be subject to the terms of the applicable Software License embedded in the applicable Software.

12.2 The customer will

- a. not obtain or assert any ownership rights in any licensed software, including any modifications or improvements thereto;
- b. not to copy the licensed software unless we.Systems AG has given its written consent to do so and this has been done in accordance with the provisions of the applicable software license;
- c. not locate, decompile or disassemble the source code of the Licensed Software except as permitted by law;
- d. not sell, rent, license or sublicense the Licensed Software;
- e. create, write or develop any modified software or other software based on the Licensed Software;
- f. not take any action that is prohibited by the applicable software license.

Customer shall use reasonable efforts to ensure that no third party violates any of these prohibitions.

13. EQUIPMENT AND ACCESS

13.1 If devices are to be installed at the customer's location in order to provide the services, the customer hereby grants we.Systems AG, its employees, representatives and authorised representatives the right to install, install and operate such devices at the customer's location and, if necessary, to access the devices 24 hours a day and 7 days a week in accordance with the access procedures agreed between the parties.

13.2 The customer is responsible for providing an appropriate and suitable environment for the equipment (including, weather protection, safety, availability of electricity including backup generator, ventilation, heating and cooling). The customer may only interrupt the power supply to the devices to the extent that this is absolutely necessary and only if he has informed we.Systems AG of this in writing at least fourteen (14) days in advance, unless this is an emergency. Furthermore, he shall reduce the interruption to a minimum. Interruption of the power supply in accordance with this Clause shall not give rise to any liability on the part of Interoute.

13.3 The Customer may not (a) replace the equipment installed at the Customer's site, (b) modify, change or connect to the equipment, unless we.Systems AG has given its prior written consent, or (c) switch off the equipment in violation of the contract.

13.4 With the exception of cases in which it has been contractually agreed that ownership of the devices shall pass to the customer, the ownership and right to the devices provided by we.Systems AG shall remain with we.Systems AG or its supplier. Accordingly, the customer is prohibited from granting third parties any rights to the equipment and must ensure to a reasonable extent that third parties are not

granted any rights to the equipment. Furthermore, the customer has no right of retention on the devices.

14. ASSIGNMENT AND SUBCONTRACTING

- 14.1 Subject to the following provisions, neither we.Systems AG nor the Customer shall be entitled, without the prior written consent of the other party (which may not be unreasonably withheld or delayed), to assign, sublicense or otherwise dispose of all or any of its rights and obligations under this Agreement.
- 14.2 we.Systems AG may assign its rights and obligations under this Agreement to a company affiliated with it (or its or its legal successors as a result of the merger or acquisition of all essential shares) without the prior written consent of the other party.
- 14.3 we.Systems AG may subcontract the performance of its obligations under this Agreement to a third party or an affiliated company.
- 14.4 The Customer may not subcontract its obligations under this Agreement without the prior written consent of we.Systems AG.

15. LIABILITY AND RELEASE FROM LIABILITY

- 15.1 we.Systems AG shall be liable without limitation for damages caused intentionally by we.Systems AG or its vicarious agents.
- 15.2 In addition, we.Systems AG shall be liable without limitation for damages resulting from injury to life or health of persons.
- 15.3 We.Systems AG shall only be liable without limitation for damages other than those listed in the preceding clauses 15.1 and 15.2 if the damages were caused by gross negligence on the part of we.Systems AG, its legal representatives or executive employees.
- 15.4 Otherwise, liability for the contractual and non-contractual obligations of the Contractor, its legal representatives, its vicarious agents and agents shall be limited to gross negligence, subject to the provision in Section 15.5 of this Agreement.
- 15.5 Liability for simple negligence shall only be considered for the breach of essential contractual obligations, whereby liability shall be limited to the foreseeable damage typical for the contract.
- 15.6 The maximum amount of liability pursuant to Clauses 15.4 and 15.5 is the sum of the twelve (12) last net monthly sales achieved prior to the incident giving rise to liability for the services concerned. If the Services have been provided for a period shorter than twelve (12) months, liability shall be limited to the estimated charges for the Services in twelve (12) months.
- 15.7 The liability referred to in Clauses 15.4, 15.5 and 15.6 shall be subject to a maximum amount of EURO 250,000.00 for each event or series of related events and EURO 500,000.00 for all events over a period of twelve (12) months.
- 15.8 Unless otherwise stipulated in this agreement, we.Systems AG shall not be liable for (a) transactions that the Customer enters into with a third party using the Services, (b) the content of the communication transmitted with the Products and/or Services or for any information or content on the Internet, (c) loss of or damage to data, and (d) indirect, consequential and/or incidental damages, loss of profit and loss of savings.
- 15.9 In the event of loss of data, the Contractor shall only be liable for the expenditure required to restore the data in the event of proper data backup by the Client.
- 15.10 Liability in accordance with the provisions of the Product Liability Act shall remain unaffected.
- 15.11 The Customer shall indemnify and hold we.Systems AG harmless from and against all proceedings, losses, costs, damages, judgments on damages, expenses, fees (including attorneys' fees, which we.Systems AG has incurred and/or has been awarded by judgment), lawsuits, claims or demands

which are of any kind in connection with this contract and which are attributable to the Customer, including such claims which are brought against us. Systems AG has been raised or threatened by any third party with respect to the content or use of the Services by Customer and is attributable to Customer, or any intentional or negligent act or omission of Customer or Customer's customers and/or agents. In addition, the customer shall grant we.Systems AG unrestricted power of attorney, information and support at its own expense which are reasonably necessary for the defence or settlement of such a claim.

- 15.12 The Customer hereby undertakes to use its best endeavours to take reasonable measures to mitigate any loss which may arise from this Agreement. To minimise potential damage, Customer shall operate its critical (in particular operational and production) IT systems redundantly.

16. ENTIRE CONTRACT

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral or written agreements, understandings and understandings between the parties. It is clarified that any advertising material etc. is neither part of the contract nor a legally binding condition.

17. EXEMPTION IN THE CASE OF INDUSTRIAL PROPERTY RIGHTS

- 17.1 Each party shall indemnify, hold harmless and defend the other party against any claim, action or proceeding brought against that party arising out of any current or threatened infringement of any intellectual property right by that party, provided that it is promptly notified of such claim and is given full power of attorney and the information and assistance necessary to defend such claim.
- 17.2 we.Systems AG shall not be liable for any alleged infringement resulting from the sale or use of products in connection with other products not supplied by we.Systems AG (unless we.Systems AG has expressly agreed to this).
- 17.3 we.Systems AG shall not be liable in the event of unauthorized modifications or alterations to the services supplied by we.Systems AG by the Customer or its representatives.

18. INSURANCE

- 18.1 Each party shall take out and maintain for the duration of the contract adequate and sufficient insurance cover with reputable insurance companies as required by applicable law and other insurance contracts which a prudent businessman would take out. The cover sums shall cover the obligations of the parties under this contract.
- 18.2 During the term of this contract, the Customer shall be obliged to insure all equipment, in particular the equipment at the Customer's location and customer equipment at premises of we.Systems AG or an affiliated company, against loss, theft, damage or destruction at his own expense with a reputable insurance company for an amount at least equal to the replacement value of all equipment. The risk with regard to these devices and customer devices always remains with the customer.
- 18.3 At the request of the other party, each party shall furnish proof of sufficient insurance cover under this contract by producing the relevant documents which the requesting party can reasonably request as proof that the other party is complying with the provisions of this contract.

19. HIGHER VIOLENCE

Unavoidable, unforeseeable events beyond the control of a party for which that party is not responsible, such as force majeure, war, natural disasters, labour disputes (e.g. strike or lockout) or damage or interruption to subsea cables, shall relieve the affected party of the obligation to perform

its services or obligations under this Agreement for the duration of the event (unless such event serves as an excuse to the customer if the customer is in default of payment). Agreed periods shall be extended by the duration of such event. The parties shall inform each other immediately upon occurrence of the impairment. If the end of the impairment is not foreseeable or if it lasts longer than one (1) month, each party shall be entitled to withdraw from this contract.

20. SEVERABILITY CLAUSE

Should any provision of this contract be or become invalid, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, the contracting parties shall agree on a valid provision which comes closest to the economic intent of the parties. The same applies to any loopholes in the provisions.

21. NOTIFICATIONS

Any notice to be given under this Agreement must be given in writing, signed by an authorised representative and delivered personally or sent by post, registered mail, courier or fax to the address of the party concerned specified in the particular order, unless a different address has been given. Any such notice, solicitation or other communication shall be deemed to have been transmitted,

- a. if it is delivered in person, at the time of delivery, or
- b. if it is sent by post, at 17.00 on the second working day after dispatch, or
- c. if sent by courier, on the date and time the delivery note of the courier is signed; or
- d. if sent by registered mail, at 9.00 a.m. on the second working day following dispatch, or
- e. if sent by fax, on the day on which the transmission report confirms the successful transmission; or
- f. if it is sent by air mail, at 9.00 a.m. on the fifth working day after dispatch, or
- g. if it is sent electronically, at 17.00 on the first working day following the date on which the electronic communication is sent.

22. CHANGES

Amendments and supplements must be made in writing in order to be effective. This also applies to changes to this written form clause.

23. SECRETATION

23.1 Each party undertakes to keep confidential all confidential information (including the terms of this Agreement) and documentation, including (without limitation) such information about trade secrets, procedures, know-how or methods ("Confidential Information"), which it receives from the other party in accordance with or in connection with this Agreement. In order to protect each other's rights and interests under this Agreement, the receiving party will disclose such Confidential Information only to its own employees and those of its affiliates who need such Confidential Information for the purposes of this Agreement. Each party will exercise the same care as it does in its own affairs to protect against unsolicited disclosure to prevent the disclosure of the other party's Confidential Information to third parties.

23.2 Each party undertakes not to use the other party's Confidential Information for any purpose other than the performance of its respective duties or the enforcement of its rights under this Agreement, or in any manner prohibited by this Agreement, nor to copy or disclose such Confidential Information to any third party without the written consent of an authorized representative of the other party. Subject

to appropriate confidentiality obligations, either party may disclose this Agreement to its consultants, agents or representatives or to the consultants, agents or representatives of its affiliates (including those providing assistance in connection with this Agreement).

The provisions of this Clause shall not apply to confidential information which is

- a. were already known to the receiving party (without any obligation to keep them secret) at the time of disclosure;
- b. was lawfully acquired in good faith from an independent third party after the date of disclosure by the receiving party and the third party is not subject to any corresponding confidentiality obligation;
- c. were already in the public domain at the time of disclosure without any breach by the receiving party of the restrictions set forth in this or any other agreement;
- d. were developed independently of and without access to the Confidential Information by or on behalf of the Receiving Party;
- e. must be disclosed as a result of legal proceedings, legal action, at the request of a recognized stock exchange, government department or agency or other regulatory authority; in such case, the receiving party shall take all reasonable steps to consider the reasonable needs of the other party in such disclosure;
- f. were granted with written consent to disclosure.

The party invoking one of the abovementioned exceptions shall prove its existence to the other party.

24. PRESS RELEASES AND ADVERTISING

- 24.1 Press releases or public notices, circulars or other communications relating to this Agreement or its subject matter may not be issued or sent without the prior written consent of the other party and such consent may not be unreasonably withheld or delayed.
- 24.2 Notwithstanding the provisions of section 24.1, we.Systems AG may refer to the customer in its marketing materials, including on its website and in correspondence with potential customers.
- 24.3 The customer agrees that the personal data may be stored, processed and used for market research and advertising purposes within the framework of the Federal Data Protection Act (BDSG) in order to inform the customer about new products and services from we.Systems AG. Consent to advertising may be revoked in writing at any time.

25. APPLICABLE LAW AND JURISDICTION

- 25.1 This contract shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 25.2 Any disputes arising out of or in connection with this Agreement, including any dispute about its existence, validity or termination or the consequences of its invalidity, shall be subject to the non-exclusive jurisdiction of the courts of the place in Germany where we.Systems AG has its registered office. In addition, we.Systems AG shall be entitled to initiate proceedings at any place of jurisdiction where the Customer has its registered office.