

1. Scope of application

- 1.1 The present General Terms and Conditions (GTC) shall constitute an integral part of all agreements between the client and Translumina Networks AG (hereinafter TRANSLUMINA) with regard to all of the services and products offered by it.
- 1.2 For the simplification of legibility, the male form is always chosen hereinafter for the indication of male and female clients.
- 1.3 The GTC shall apply unless written arrangements to the contrary or compulsory statutes have precedence.
- 1.4 The client's General Terms and Conditions shall not apply even if TRANSLUMINA does not explicitly object to them.

2. TRANSLUMINA's services

- 2.1 TRANSLUMINA shall provide services of all kinds in the area of multi-media telecommunication and shall provide these to the respective client in accordance with a separate agreement. TRANSLUMINA also markets various products linked with its services for this purpose (hardware, software, etc.). In addition, it shall retain the right to adapt the services as well as the product range on request or for compelling reasons.
- 2.2 The services due from TRANSLUMINA are described in more detail in the service specification of the respective agreement.
- 2.3 TRANSLUMINA shall be entitled to call in ancillary staff, third parties (particularly subcontractors) or employees of these third parties for the provision of services.

3. Conclusion of the contract

- 3.1 An agreement for the provision of services or the supply of products is concluded with reciprocal signature of a valid order with acceptance of the present terms and conditions.
- 3.2 TRANSLUMINA shall decide whether all conditions are satisfied and may reject a client's application on account of missing conditions. The client's application is also invalid, if the landlord in question declines the setting-up and the operation of the equipment necessary for the services.
- 3.3 TRANSLUMINA may also provide services or supply products by applying the provisions of these GTC without signature. In that case, the agreement has only come about with submission of an order confirmation by TRANSLUMINA and the client's orders shall be non-binding for TRANSLUMINA until that time. Where an order of the client is forthcoming via the order mode on TRANSLUMINA's homepage or in another electronic way, this shall be deemed to be a binding offer on the part of the client.

4. Prices, payment terms

- 4.1 The prices for TRANSLUMINA's services and products result from the provisions of the respective agreement with the client or from the current price list in each case.
- 4.2 Unless explicitly agreed otherwise, all the agreed remunerations shall be understood to be exclusive of value-added tax and possible other taxes or charges or the SWICO advance recycling fee for hardware, in Swiss Francs (CHF). Without information to the contrary, all prices shall be exclusive of delivery, packaging and installation.
- 4.3 The client shall give an undertaking to pay invoices from TRANSLUMINA within ten (10) days from invoicing. Possible objections against the respective invoice must be carried

out in writing and substantiated within the same period, otherwise the invoice shall be deemed to be approved. Subject to a different written agreement, possible counterclaims of the client may not be offset with receivables of TRANSLUMINA.

- 4.4 In the event of delay in payment, the client must pay interest on arrears customary in the trade, but not less than 5%, from the due date without a reminder. Interest on arrears customary in the trade, with the above-mentioned restriction, shall be deemed to be what is due at the Berner Kantonalbank for unsecured overdrafts on the date of the default. Furthermore, the client shall be obliged to reimburse all costs to TRANSLUMINA that accrue as a result of the delay in payment.
- 4.5 On expiry of the ten (10)-day period of grace, TRANSLUMINA shall be entitled to halt the service or the delivery immediately without notice and, after an unsuccessful reminder, to terminate the agreement without notice and to request compensation. If payment is effected after cessation of the service or supply, a fee in accordance with the price list then current may be required for the unblocking. Full charges, rents and fees shall be due even during the period in which the service or delivery is blocked.
- 4.6 Where TRANSLUMINA has doubts with regard to compliance with the payment terms and conditions as provided in the contract, particularly to the general solvency of the client, it may request advance payment or another security from the client.

5. Delivery / acceptance

- 5.1 Delivery shall be effected at the client's expense to the delivery address indicated in the agreement or, in the absence of such an address, to the client's headquarters in Switzerland.
- 5.2 Essentially, delivery time details shall be deemed to be non-binding. Delivery dates shall only be deemed to be binding, if they were explicitly confirmed as "binding" by TRANSLUMINA in writing. Delivery delays are advised to the client in writing. The client's claims for compensation on account of delay in delivery are excluded in any case. The client shall undertake to accept the late delivery. Where a postponement of the delivery time is forthcoming for reasons for which the client is responsible, TRANSLUMINA may charge for additional expenditure possibly caused in such a way.
- 5.3 Benefit and risk shall transfer to the client as soon as the subject matter of the contract to be delivered has left TRANSLUMINA's premises.
- 5.4 In so far as nothing else is provided, the installation of the terminals shall be the client's matter. TRANSLUMINA shall provide installation instructions for that. TRANSLUMINA shall assume no liability for improper installation.
- 5.5 TRANSLUMINA shall be willing to carry out the installation against reimbursement of the cost or shall recommend a support partner to the client. Where TRANSLUMINA undertakes the installation, it shall install the products during its business hours, provided that the place of installation complies with the requirements for the installation. The installation shall entail no customer-specific adjustments or utilisation instruction and advice at all, unless this was explicitly provided in the agreement. Operational readiness shall be established as soon as the tests envisaged by TRANSLUMINA are successfully run

through. The client will sign a corresponding acceptance protocol. The products shall also be deemed to be installed in working order, if the acceptance protocol is not signed within 14 days for reasons that are indefensible for TRANSLUMINA or the client uses the products productively.

- 5.6 The client shall undertake to check the delivery of TRANSLUMINA services or products without delay and to notify possible defects to TRANSLUMINA in writing immediately, but within 10 days after receipt at the latest. Where no such notification is forthcoming, the service or the delivery shall be deemed to be fully and definitively accepted and thus to be flawless. This shall apply for visible, significant defects. In the case of hidden defects, the period as per Section 8.3 shall apply. In the case of significant defects notified within the stipulated period, which make the use of the services or products impossible, the client shall set TRANSLUMINA an adequate additional time for rectification of the defects. If the third acceptance inspection also fails, in spite of the twice-repeated fixing of a time limit, the client shall be entitled to continue to request rectification or to deduct the depreciation agreed with TRANSLUMINA from the contract price. Cancellation or execution by substitution is excluded. Insignificant defects within the meaning of this Section shall be exclusively subject to the warranty provisions.

6. Obligations of the client

6.1 General obligations

- 6.1.1 The client shall assume all costs for the procurement and installation of hardware and software (e.g. computers, cables, ethernet card, firewall, operating system, browser etc.), which are necessary for his connection for use of TRANSLUMINA's services.
- 6.1.2 The client shall be liable to TRANSLUMINA for the careful and contractual usage of its services and products. In the process, the client must take the necessary measures for other users and must also suitably ensure in particular that
- TRANSLUMINA's services and products are used in compliance with the contract and the law and above all the Swiss Penal Code, the Swiss Data Protection Act, the copyright, the Swiss Telecommunications Act or other relevant laws or regulations of Swiss or foreign law are not contravened;
 - any incorrect, inappropriate and/or improper use of the services is refrained from, particularly such a use that adversely affects the good functioning and the security of the network;
 - the necessary information is disclosed to TRANSLUMINA regarding available technical equipment to participate in the TRANSLUMINA services or for use of its products or, if required, the installation of technical equipment by TRANSLUMINA is facilitated for him;
 - identifiable defects or damage are reported to TRANSLUMINA in writing without delay (malfunction notification) and, within the limits of what is reasonable, all measures are taken that enable a discovery of the defects or damage and their causes or facilitate and expedite the rectification of the malfunction.
- 6.1.4 The client shall undertake to notify each of the following circumstances to TRANSLUMINA in writing within one month:
- any change in the client's person caused by legal succession;

- the addition or departure of persons in the case of legal communities;
- any change in the name or address of the client or of the designation under which he is managed in TRANSLUMINA's company records;
- any additional actual or legal fact that has or may have a significant influence on the contract with TRANSLUMINA.

- 6.1.5 The insurance of the terminals shall be the client's matter, who shall be liable for loss or damage (theft, water, fire, lightning etc.). If a terminal is lost due to theft from the client's abode, the latter shall have the obligation to report the theft to TRANSLUMINA without delay and to furnish an appropriate police report. The costs on account of utilisation of the services or of the corresponding connection, which accrue up to the blocking, shall be borne by the client.
- 6.1.6 The parties shall keep each other mutually informed about developments, occurrences and information, which may be significant for the other party in connection with the satisfaction of the individual contracts or for the contractual relationship overall, in so far as no legal or contractual secrecy obligations stand in the way.

6.2 Internet

- 6.2.1 The client is aware that third-party suppliers regulate access to their Internet offers themselves. However, the client shall also undertake to TRANSLUMINA to only make agreed use of the offers of other suppliers.
- 6.2.2 The client notes that content may also be transferred via the services, which is not suitable for children and youngsters. The client shall be obliged to prevent that such content and information is used by children and youngsters in the household or the business.
- 6.2.3 The attempt or the execution of unauthorised intrusion into third-party computer facilities or databases shall be deemed to be misuse and may be punished by law.
- 6.2.4 The client notes that his connected computers, networks and other devices and data located on these computers may be reached, examined, manipulated and changed via his Internet access. The protection of the client's connected computers, networks, other devices and data as well as the compliance with applicable regulations with regard to data protection shall be the client's matter. The client must protect his access to the Internet services of TRANSLUMINA against improper use by third parties.
- 6.2.5 If it is inadvertently possible for the client to obtain access to third-party computer facilities or data not intended for him because of a gap in data security, he must log this and report it to TRANSLUMINA without delay.
- 6.2.6 The Internet offers a practically unlimited abundance of possible uses. Some of these put very considerable pressure on the local, but also the national and international networks (e.g. downloads, radio and video streaming, exchange of music files). These networks must be adjusted to the increasing requirements on a continuous basis and give rise to high costs as a result. So that subscriptions with free data transfer can be offered in the long-term, TRANSLUMINA's clients shall give an undertaking for fair use, i.e. for the avoidance of excessive or futile use of the Internet. TRANSLUMINA shall retain the right to appropriate measures against clients in the event of infringements of the fair use policy.

6.3 Digital radio and television

- 6.3.1 The client expresses his approval that an adjustment to the range of radio and television programmes may be carried out for various reasons (lack of client interest, discontinuation of operation by the content provider, changes with regard to intellectual property rights, changes to the technology etc.). TRANSLUMINA shall endeavour to replace the dropped programmes with similar offers.
- 6.3.2 The client must obtain the written agreement of TRANSLUMINA for distribution in public spaces as well as for a commercial use or for onward charging of the offered radio and television range.
- 6.3.3 It is possible that some transmissions from programme providers cannot be broadcast due to lack of transmission rights of the programme provider for TRANSLUMINA's transmission area.

6.4 Telephony

- 6.4.1 There is the possibility for the client to block all out-bound connections to cost-incurring value-added services (090x numbers) at no cost, especially to value-added services with erotic or pornographic content. Such blocking as well as the deactivation may be applied for with TRANSLUMINA at any time.
- 6.4.2 Interruptions to the electricity supply result in the use of the telephony services being made impossible. Therefore, security-critical applications are advised against. TRANSLUMINA excludes any responsibility or liability as a result of malfunctions and failures.
- 6.4.3 TRANSLUMINA must disclose the location identification (the so-called home address) for the securing of emergency services. The client is aware that, in the event of nomadic use of the connection, i.e. the telephone is indicated to be from another location than that in the application, it may not be recognised from where the emergency call has been forthcoming in the event of an emergency.

7. Use of TRANSLUMINA products by third parties

- 7.1 Use of TRANSLUMINA's products or services by third parties, both indirectly and directly, is not permitted, whether on a paid or gratuitous basis, unless TRANSLUMINA has concluded a written agreement with the client in advance in this regard. Above all, the client is not permitted to disclose passwords for use of the services to third parties or to make them accessible or to facilitate the use by other means.
- 7.2 If a use by third parties is not permitted by TRANSLUMINA, no rights at all for reduction, reimbursement or compensation shall result for the client.
- 7.3 If TRANSLUMINA has concluded a written agreement with the client with regard to third-party usage, the client shall be obliged to refer the third parties to the present GTC and to impose them on the third parties. The client must accept responsibility for culpable conduct in the use of products and services of third parties.
- 7.4 The client must bear all expenses that accrue in the context of the use of TRANSLUMINA's products or services by authorised and unauthorised third parties. The client shall be liable to TRANSLUMINA for all infringements of the provisions of these GTC and of the underlying client

contract due to use of the products and services by authorised and unauthorised third parties.

- 7.5 In any case, the client must release TRANSLUMINA from all costs and claims of third parties of whatever kind.
- 7.6 Should the client obtain knowledge of the unlawful or unethical use of TRANSLUMINA's products and services or facts can be suspicious of an unlawful or unethical use, he must advise TRANSLUMINA in writing without delay and in addition take all steps reasonable to him to preclude such a use.

8. Ownership / intellectual ownership

- 8.1 Objects that are delivered to the client for assignment shall remain in the ownership of TRANSLUMINA until the full payment of the corresponding consideration. The insurance shall be the client's matter. TRANSLUMINA shall have the right to enter a reservation of title in the title reservation register and/or to inform the landlord of the business premises about it. The client shall undertake to effectively submit declarations that may be required at TRANSLUMINA's first request.
- 8.2 The hardware and software provided to the client for rental are assigned to the latter for use over the contract term, but shall remain fully owned by TRANSLUMINA.

9. Warranty

- 9.1 TRANSLUMINA shall provide its services competently and diligently. In the case of work services, TRANSLUMINA shall warrant that the results of labour delivered to the client comply with the performance criteria specified in the agreement at the time of delivery.
- 9.2 For services and products of third parties, the warranty provisions of these third parties shall apply exclusively for the respective services and products. TRANSLUMINA shall assign all warranty claims against the respective third party to the client instead of the statutory warranty entitlements. Any warranty by TRANSLUMINA for services and products of third parties is explicitly excluded.
- 9.3 The warranty period shall be based on the information in the respective agreement or the corresponding product specification. If no such specific warranty period exists, such a period of three (3) months shall apply.
- 9.4 Basically, TRANSLUMINA shall warrant the availability of services in accordance with the best effort principle. Therefore, TRANSLUMINA must not accept responsibility for a completely faultless, undisturbed or uninterrupted operation or only in the context of the service level provisions stipulated in the agreements.
- 9.5 These contractual warranties shall not apply in the event of incidents or circumstances, whose causes are in the client's sphere of control, are the joint responsibility of the latter or are wholly or partly attributable to his negligence (e.g. manipulations to the software or client software, installation of agreed software modifications, malfunctions that emanate from the client's network) as well as in the event of force majeure. Any other warranty is excluded.
- 9.6 TRANSLUMINA shall not be responsible for operating materials that are provided by the client.
- 9.7 Warranty services are essentially provided at the domicile of TRANSLUMINA by specialist staff during the local business opening times. If nothing else is agreed,

transportation or possible travel costs as well as transportation risks shall be borne by the client.

- 9.8 In addition, TRANSLUMINA may provide the necessary technical support to the client, in the event of technical malfunctions for the services or products offered, against separate indemnification according to the current price list. Possible expenses for the support provided by third parties shall be borne by the client.
- 9.9 However, TRANSLUMINA excludes any title warranty for claims that are legally enforced in the territory of the United States of America or for claims that are established in the territory of the United States of America with the use of software or services.
- 8.13 These provisions of TRANSLUMINA's warranty shall be definitive. Any other warranty is explicitly excluded.

10. Liability

- 10.1 TRANSLUMINA cannot be held liable in connection with the lack of purpose of an application.
- 10.2. TRANSLUMINA's liability shall be limited in any case to proven losses of the client, which have arisen wilfully or grossly negligent through TRANSLUMINA.
- 10.3 In so far as legally permitted, any additional liability of TRANSLUMINA for all direct or indirect losses (loss of production and services, damage to data and data loss, loss of income, lost profit, etc.) is excluded.
- 10.4 Any liability for losses that arise from the use of TRANSLUMINA's services or products is rejected, in so far as legally permitted.
- 10.5 Where TRANSLUMINA has explicitly undertaken to act as a general contractor, with regard to the client, it shall be liable for its subcontractors and for itself. Otherwise, TRANSLUMINA shall only be liable for the selection, instruction and supervision of the third parties called in. If the client requests the inclusion of a specific subcontractor from TRANSLUMINA, the client must alone bear the risk of non-fulfilment or defective performance.
- 10.6 In fact, TRANSLUMINA shall warrant technical access to offers from third-party suppliers, but shall assume no liability for content, accuracy and availability of these offers.
- 10.7 Liability for the conduct of clients, other suppliers, other clients and other users is also excluded from the liability.
- 10.8 The client may be held liable for all losses, particularly also consequential losses, which he causes to TRANSLUMINA or third parties through unlawful use of its services or products obtained.
- 10.9 TRANSLUMINA shall not be liable if the provision of the service is temporarily interrupted, limited in whole or in part or impossible due to force majeure. In particular, force majeure shall be deemed to be natural events of particular intensity (avalanches, floods, landslides etc.), warlike events, riot, unforeseeable official restrictions etc. If TRANSLUMINA cannot fulfil its contractual obligations, the fulfilment of the contract or the date for the fulfilment of the contract is deferred commensurate with the occurred event. TRANSLUMINA shall not be liable for possible losses that accrue to the client through the deferral of the fulfilment of the contract.

11. Data protection and secrecy

- 11.1 In their dealings with the client's or TRANSLUMINA's data, TRANSLUMINA and the client shall abide by the applicable statutory provisions of the Swiss Data Protection Act.

- 11.2 The parties to the contract shall give an undertaking to the observance of secrecy for all confidential information, if and in so far as the other party does not explicitly allow this, it is necessary due to a legal obligation or the contracts or GTC allow this. This obligation shall apply beyond the termination of the contract as well.
- 11.3 The data entered by TRANSLUMINA is used for the purpose of the fulfilment of the contract. TRANSLUMINA may forward the data necessary for the fulfilment of the contract to third parties and partner companies in the domestic market and abroad.
- 11.4 In addition, TRANSLUMINA shall be entitled to also use the data for informing the client about products and services of TRANSLUMINA and its partner companies.
- 11.5 For the purposes of the processing of personal details that are necessary for the conclusion or the execution of a contract, TRANSLUMINA may exchange data with authorities and businesses, which are entrusted with debt collection or credit information, or transfer data to them, if the exchange or the transfer is carried out for the checking of creditworthiness or for the claiming of receivables.
- 11.6 The client shall assure TRANSLUMINA that he will pass on no illegally acquired data to TRANSLUMINA and that he shall indemnify TRANSLUMINA for all costs and claims for compensation accruing in such a way in the event of contravention.

12. Contract amendment

- 12.1 TRANSLUMINA shall be entitled at any time to unilaterally amend the present General Terms and Conditions, user rules, service specifications for the services and prices. The current provisions may be requested or examined on the website.
- 12.2 Where the amendment is carried out substantially to the disadvantage of the client, the latter may terminate the contract in writing, to the end of the minimum term, within a period of thirty (30) days from notification of the amendment. If the contract is terminated on expiry of the minimum term, the present conditions shall apply up to the end of the contractual relationship.
- 12.3 Where no due notice of termination is carried out, the amendments shall be deemed to be approved by the client.
- 12.4 A contract amendment, which has to be applied by TRANSLUMINA due to new statutory provisions or official or judicial orders, shall not be deemed to be a disadvantage for the client and shall take effect immediately.

13. Term and termination

- 13.1 The effects of the contract begin to run as soon as TRANSLUMINA has accepted the client's application, but in any case with the utilisation of the services and products by the client.
- 13.2 In the absence of specific agreement, the contractual relationship shall be terminable, in the case of contracts without minimum terms for both parties to the contract, with a notice period of three (3) months at the end of a month. However, this shall not apply for work services, to which the provisions of the Swiss Code of Obligations exclusively apply with regard to the termination. In the case of contracts with a minimum term, the contractual relationship may be terminated to the end of the minimum term three (3) months before expiry of the minimum term at the earliest. Termination without compliance with the

notice period shall be deemed to be termination at the wrong time.

- 12.3 In the case of contracts with a minimum term, the client must pay the due consideration in the event of termination before expiry, even if he no longer uses the services and products.
- 12.4 In so far as TRANSLUMINA provides free services, they may be suspended without compensation at any time and without advance notification.
- 13.4 Furthermore, TRANSLUMINA may terminate the contractual relationship for compelling reasons without notice. Compelling reasons exist, above all, if the client is in payment arrears or if TRANSLUMINA has the suspicion that the corresponding services or products are not being used in compliance with the contract or the law. If the client does not comply with the agreed or customary obligations to take delivery and to co-operate, TRANSLUMINA shall be entitled in addition, after a reminder is effected, to withdraw from the contract and to request compensation.
- 13.5 In the event of early termination of the contract for a reason to be justified by the client, TRANSLUMINA shall be entitled to request compensation for the loss incurred to it therefrom.
- 13.6 After termination of the contractual relationship, the objects and documents assigned to the client and owned by TRANSLUMINA should be returned to TRANSLUMINA without delay at the client's risk and cost, subject to any other agreement. If this is not the case, TRANSLUMINA shall have the right to invoice the costs and a processing fee.

- 13.7 Any termination shall require the written form to have validity.

15. Concluding provisions

- 14.1 The client may only transfer rights and obligations from an agreement with the written consent of TRANSLUMINA.
- 14.2 Should individual or several provisions of TRANSLUMINA's contracts or the GTC be or become invalid or inoperative, this shall not adversely affect the validity of the remaining provisions. The inapplicable provision should be replaced by another provision that fully realises the originally targeted purpose as far as possible in a legally compliant way.
- 14.3 Possible amendments, additions and collateral agreements between TRANSLUMINA and the client shall require the written form for their validity.
- 14.4. The German version of the GTC prevails.

15. Applicable law and legal venue

- 15.1 The legal relationship between TRANSLUMINA and the client shall be governed by Swiss law. The possible applicability of provisions of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) is excluded.
- 15.2 The exclusive legal venue for all disputes directly and indirectly arising from the present legal relationship shall be Zurich 1 (Switzerland). However, TRANSLUMINA shall be entitled to assert its claims at the client's place of domicile as well.