

General terms and conditions of business of Dreamlab

I. Scope of application and validity

1. These general terms and conditions of business (hereinafter "AGB") apply to all contracts in connection with the sale, installation and maintenance of IT services, other services and trade in standard hardware and software by Dreamlab Technologies AG (hereinafter "Dreamlab"). The term "customer" means any natural or legal person who concludes a corresponding contract with Dreamlab.
2. The AGB are an integral part of all offers and contracts between the customer and Dreamlab. To be valid, further contractual provisions and secondary agreements must be made in writing; in the event of any contradiction, such provisions take precedence over the AGB.

II. Conclusion of contract/ Duration/ Termination of the contract

1. Offers made by Dreamlab remain valid for 30 days from the date of issue. The contract is concluded when both parties sign a separate contract or, if the offer makes provision for this, by written acceptance of the valid offer.
2. Save where otherwise agreed, maintenance contracts are concluded for an indefinite period.
3. Maintenance contracts concluded for an indefinite period may be terminated at any time by either party by giving six months advance written notice.

III. Prices/Payment terms/Right of pre-emption

1. Dreamlab provides its services at the prices (rates or lump sum prices) stated in the offers or contracts. Save where otherwise stated, the prices indicated by Dreamlab are net prices excluding VAT and any discounts (in Swiss francs).
2. The prices do not cover any costs and secondary expenses of Dreamlab, any customs duties, taxes and other charges, together with possible delivery costs. Those costs are payable additionally by the customer.
3. Dreamlab is entitled at its own discretion to require advance payment or other forms of security. Any remuneration paid in advance will be refunded on a pro rata temporis basis

to the customer if the contract is terminated.

4. The customer undertakes to pay the amounts stated on the invoices no later than by the due date indicated on the particular invoice form. If payment has not been made by the end of the period allowed for payment, Dreamlab is entitled to cease the provision of all services to the customer without further notice. The contractual obligations of the customer shall not be affected by any such cessation.
5. Dreamlab retains ownership of the products sold by Dreamlab until the purchase price has been paid. If the customer is in arrears with payment of the purchase price, Dreamlab is entitled to arrange for the reservation of ownership to be entered in the register of reservation of ownership at the customer's expense.

IV. Products (delivery)

1. Delivery dates and lead-times are quoted without obligation. A delivery lead-time begins no earlier than upon confirmation of the order, but never before all the technical details have been clarified. If no special delivery date has been agreed in writing, Dreamlab will, as a rule, effect delivery in consultation with the client.
2. If problems are experienced with Dreamlab's own suppliers (failure to deliver or late delivery) and in case of force majeure, Dreamlab is entitled to extend the delivery lead-times to the exclusion of all entitlement of the customer to compensation; it may likewise withdraw from the delivery obligation.
3. Products are dispatched by Dreamlab at the cost and risk of the customer. Visible damage must be reported to the carrier upon receipt of the goods.
4. Complaints concerning the performance of delivery and the quantity delivered must be notified in writing to Dreamlab within 5 days of receipt of the goods, failing which the delivery shall be deemed to be complete and free from faults.

V. Products (guarantee)

1. The scope and duration of the guarantee on products delivered by Dreamlab shall be guided by the guarantee assurances given by the manufacturer.

2. The customer must report immediately to Dreamlab any defects which come to light during the guarantee period. Dreamlab shall have no liability whatsoever for damage caused by late complaint.
3. Apart from the guarantee services described above, any further guarantee obligation on the part of Dreamlab is waived in full.

VI. Maintenance of IT systems (scope)

1. Hardware maintenance refers only to any products delivered by Dreamlab and comprises their servicing (preventive maintenance) to ensure normal operation and their repair (remedying faults and defects to restore operational capability) by the repair and replacement of defective parts and the incorporation of technical improvements.
2. Remedying defects caused by incorrect manipulation, external influences, effects of a device which was not supplied by Dreamlab, incorrect treatment and the replacement of wear parts and/or consumables are not classified as maintenance services. Such services are billed additionally at Dreamlab's prevailing rates.
3. Software maintenance comprises the correction of faults, adaptation and further development of the programs (manufacturers' new releases).
4. Functional extensions of the software are not classified as a software maintenance service. Such services are billed additionally at Dreamlab's current rates.
5. On request and against separate payment, Dreamlab will also remedy faults attributable to circumstances for which the customer or third parties are liable.

VII. Maintenance of IT systems (availability, response and fault repair time)

1. During the maintenance availability time, Dreamlab accepts fault reports and provides its maintenance services stipulated in the maintenance contract.
2. Dreamlab begins to effect repairs as soon as possible, but no later than within the intervention time agreed in the maintenance contract. The term intervention time means the period

elapsing between the call made by the customer to the Dreamlab fault reporting centre and expert intervention by remote maintenance or on site.

VIII. Documentation / Report

1. Dreamlab produces documentation for the customer about the IT services installed by it, other services and trade in standard hardware and software and in respect of all maintenance work.
2. If the repair work is charged at cost, the customer will receive a report. This will state the date, nature and duration of the mission. The report must be countersigned by the customer.

IX. Warranty/Liability

1. Dreamlab undertakes to perform the services stipulated in the contract for the customer with due care and in compliance with these AGB and with the other contractual provisions.
2. In the event of claims, regardless of their legal basis and claims made by the customer in connection with any assurances given, Dreamlab shall have unlimited liability for damage caused by deliberate intent and gross negligence and for personal injury. In the case of damage caused by Dreamlab by minor negligence, liability will on the other hand be excluded in so far as that is permitted by law. This shall likewise apply to damage caused to assets and secondary damage.

X. Secrecy

1. The contracting parties shall treat in confidence all circumstances which are neither in the public domain nor generally accessible. In case of doubt, circumstances are to be treated in confidence and an obligation of mutual consultation exists.
2. The secrecy obligation continues to apply for an indefinite period, even after termination of the contractual relationship.
3. If the customer is in breach of the obligation of secrecy, he shall pay Dreamlab a contractual penalty amounting to CHF 10,000.00 for each individual breach. This does not affect the possibility open to Dreamlab of claiming compensation or requiring the profit made to be handed over. Regardless of the payment of

the contractual penalty, the customer must also restore the normal situation as far as possible and satisfy the obligations set out above.

XI. Intellectual property rights/Assignment of rights

1. For the duration of the contractual relationship, Dreamlab grants the customer a non-transferable and non-exclusive right to use the services and products made available by Dreamlab in compliance with these AGB and the other contractual provisions. All the corresponding intellectual property rights shall remain vested in Dreamlab or in the licensor.
2. Rights and obligations arising out of the contractual relationship and the contract as a whole may not be assigned, transferred or pledged in whole or in part to third parties without the prior written consent of the contracting partner.

XII. Amendment to the AGB

1. Dreamlab reserves the right to amend these AGB and the other contractual provisions at any time.
2. Amendments to the AGB will be made known to the customer in an appropriate manner. Should the customer suffer significant prejudice as a result of the amendment of these AGB, he is entitled to give notice to terminate the contract on the date of entry into force of the new AGB. The right of termination lapses upon the entry into force of the new AGB.

XIII. Place of jurisdiction/Applicable law

1. This contractual relationship shall be governed by Swiss law to the exclusion of Vienna purchasing law.
2. The sole place of jurisdiction over any disputes arising out of the contractual relationship between the parties is **Berne**.

Berne, July 2017