

General Terms & Conditions (GTC) of

**Raiffeisen Informatik GmbH & Co KG,
Lilienbrunnngasse 7-9, 1020 Wien,
(hereinafter referred to as the "Contractor")**

**for Internet Service Providing (ISP) and for the
allocation of transmission channels
(leased connections)**

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1 Contractor's Services

The scope of the contractual services rendered by the Contractor primarily to enterprises as set forth in section 1, subsection 1, item 1 of the Consumer Protection Act (Konsumentenschutzgesetz - KSchG) is defined by the respective deliverables description and any potential agreements by and between the contractual parties related thereto whereby enterprises are to make such in writing.

2 Quality of Services

The Contractor will ensure that the agreed upon quality of services is warranted. The compensation or reimbursement in case the Contractor does not provide the agreed upon quality of services is regulated in point 8 hereof.

Measurements serving avoidance of operation-disrupting overloads are carried out in the Raiffeisen Informatik network at sufficiently short, industry standards compliant intervals. Queries thereby cover operation relevant parameters using the SNMP (Simple Network Management Protocol). Please refer to the respective deliverables description for more details.

Turning on a service (i.e. when a service is available for the Principal for the very first time) is regulated directly in the assignment.

3 Contract Conclusion

3.1 The Contractor is not obligated to conclude a contract with a Principal whose identity, capacity to act, capacity to contract or whose authority to sign or whose power to represent cannot be proven without a doubt or who can not provide an address for service or a point of payment within Austria. In case the provision of the services was conditioned upon the allocation of an adequate security or an advance payment, the Contractor is entitled to not conclude a contract unless the conditions have been met.

3.2 Furthermore the Contractor is not obligated to conclude a contract with a Principal who has defaulted on a payment obligation within the area of telecommunication to the Contractor or to an entity that is directly or indirectly owned by the Contractor with the Contractor holding at least 25% or with a Principal whose contract was terminated the previous year because of the violation of other essential contractual obligations.

4 Fees

The currently effective fees for the usage of the Internet services or for the usage of transmission routes are based upon the current price list or the contract with the Principal. Any deviating agreements are to be made in writing (is not applicable to consumers as set forth in the KSchG).

The Principal's right to terminate the contract in accordance with section 25 para 3 Telecommunications Act (Telekommunikationsgesetz - TKG) 2003 in case the prices change is excluded if the prices are lowered or are adjusted in accordance with an index indicated on the price list or otherwise agreed upon.

Should price changes in deviation hereto not be exclusively beneficial to the Principal then the approach set forth in point 26.2 and 26.3 hereof is deemed agreed.

5 Terms of Payment

Unless otherwise agreed invoices are presented monthly ex post. Invoices are deemed due on receipt with no deductions and exempt from charges. Should the Customer be in default with their payment, then default interest will be charged pursuant to section 1333, para 2 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch - ABGB) as amended starting with the day these became overdue.

6 Objections to Invoices

Objections to billed charges are to be raised by the Principal with three (3) months from the date of invoice, otherwise the charges are deemed accepted (such acceptance may however be challenged before court). The Contract shall point out such a due date to the consumers and inform them of any applicable legal consequences attributable to non-compliance therewith. The way objections against invoices can be made is agreed upon in the contract

with the Principal.

7 Lump Sum Fees in case of Disputes over Fees

Should a fault be determined which might have adverse effects for the Principal and the appropriate remuneration (as far as this can be plausibly demonstrated by the Contractor) cannot be determined, then the Principal is to pay remuneration corresponding to the average of the last three (3) invoiced amounts respectively to the last invoiced amount if the business relation has not yet exceeded three (3) months.

8 Non-Liability of the Contractor with regard to the Availability of Services and in case of Non-Deliverability of E-mails

8.1 The Contractor provides the offered services with the agreed upon diligence, reliability and availability. For technical reasons it is still not possible to provide such services without interruption, to guarantee that the desired connections can always be made or that stored data can be conserved under all circumstances. This is especially the case for e-mails.

8.2 Force majeure, strikes, limited service of other network operators or repair and maintenance work can lead to the limitation or the disruption of the availability of internet services or the used transmission routes respectively.

8.3 The Contractor is not liable for the described outages unless the Contractor has caused them intentionally or gross negligently.

8.4 If the duration of the outages or the scope of the limitation is unreasonable the Principal remains entitled to terminate the contract for cause.

9 Non-Liability of the Contractor with regard to Transferred Data and Damage caused by Viruses and Hackers

9.1 The Principal is obliged to secure his connection, his terminal as well as his access information without fail against unauthorized access or infection with viruses.

9.2 The Principal is obliged to inform the Contractor immediately if the Principal suspects that viruses have attacked his system or his access information or other secret information has become known to

unauthorized third parties. If the Contractor learns about a virus attack before the Principal does, the Contractor will provide this information to the Principal. Thereafter the Principal is obligated to make all appropriate arrangements in order to remedy the virus infestation, and to especially avoid that the viruses infest the system of third parties. The Contractor will assist the Principal in his endeavors. If the Principal does not immediately make all appropriate arrangements to ensure that the viruses do not infest the systems of third parties, the Contractor is entitled to block the connection without prior warning and after that to terminate the agreement.

9.3 The Contractor is not liable for possible damages caused by virus attacks or by unauthorized access by third parties unless the Contractor has acted intentionally or gross negligently. The Principal is liable for Contractor's damages caused by the Principal's failure to immediately notify the Contractor of a virus attack or the failure to remedy such attack and will compensate the Contractor with regard to claims of third parties.

9.4 Even if the Parties have agreed on the Contractor securing the Principal's systems, an absolute security against virus attacks cannot be guaranteed. As soon as the Contractor learns of the virus infestation he will make all for him possible necessary arrangements to remedy the virus infestation and protect the Principal's systems against further similar attacks. The herefore necessary measures can be e.g.: the import of software updates or the temporary turn off or taking of the network of the Principal's systems. The Contractor will try to notify the Principal before taking such measures but hereby notifies the Principal that this can not always be guaranteed because of the urgency of the measure (e.g. attack outside of business hours). Warranty or liability claims with regard to necessary measures for a virus defense are excluded.

10 Special Provisions for Firewalls

10.1 If the Contractor or one of his subcontractors installs, operates or inspects a firewall, the Contractor will proceed diligently in accordance with the state of the art. The Contractor points out that absolute security cannot be guaranteed by firewall systems. Therefore the Contractor's liability or

warranty for possible damages that are caused because installed firewall systems are circumvented or made inoperable is excluded. The Contractor hereby brings to the Principal's attention that a liability for operation failures of the Principal or his sub workers or employees is excluded as well as the liability in case of changes to the software made without authority or changes to the configuration made without the Contractor's approval.

10.2 The Contractor is not liable for damages caused because the firewall systems he installed, operated or inspected at the Principal's have been made inoperable or have been circumvented.

The following is deemed applicable to business conducted with consumers; the liability of the Contractor for damages to property attributable to minor negligence is deemed excluded.

11 Adverse Effects on Third Parties; Spam and Spam Protection

11.1 The Principal is obligated to not use the services contracted upon in a way that damages third parties or in any way that jeopardizes the security or the operation of the Contractor's or any other party's system. Unsolicited advertising and spamming (aggressive direct mailings via e-mail) as well as using the services in order to transmit threats, obscenities, harassments or causing damages to any other internet user is prohibited.

11.2 The Principal is obligated to use appropriate and sufficiently secure technical devices and settings. If the Principal's insecure technical devices (e.g. open mail relays) cause the Contractor or a third party problems, the Principal is obligated to reimburse them; in addition to that, the Contractor is entitled to immediately block the Principal or to take any other appropriate measures (e.g. blocking of a single port).

12 Principal's Obligation to Comply with Legal Provisions

12.1 The Principal is obliged to adhere to all legal provisions and to assume - with regard to the Contractor - the sole responsibility for the compliance with such provisions.

12.2 In case transmission routes are left to the Principal for usage the Principal is obligated to only operate accredited and appropriately marked

terminal equipment at the end points of the transmission routes suitable for the specific transmission route type.

12.3 It is up to the Principal to obtain possibly necessary regulatory authorizations, administrative decisions or concessions as well as to observe notification responsibilities connected to this legal transaction. The same applies with regard to the possibly necessary approval of third parties (e.g. property owner, lessor). The Principal is liable for the completeness and the accuracy of the Principal's statements.

12.4 The Principal is obligated to refrain from all improper use of the ISP services (e.g. housing/hosting services). Especially the publication of contents or the sending of messages that infringe upon the public order and safety, endanger the morality or breach the law is prohibited.

13 Principal's Duty to Report Error

The Principal is obligated to immediately notify the Contractor about all failures or disruptions of the telecommunication services or transmission routes in order to enable the Contractor to repair the error before the Principal orders other companies to repair the error. If the Principal breaches this notification duty the Contractor will not be liable for any damages and expenditure caused by the failure to notify the Contractor (e.g. fees for an unnecessarily employed other company).

Downtimes of telecommunication services within the sphere of responsibility of the Contractor are to be remedied not later than within two (2) weeks.

14 Term of the Agreement and Termination; Blockage

14.1 The contracts for the supply of ISP services or for the use of transmission routes between the Contractor and the Principal are concluded for either an indefinite time or for an agreed upon specific time. Consumers are hereby expressly and timely notified of their right to terminate and of the legal consequences if such right is not exercised (contract renewal). If a waiver to terminate was not agreed upon, contracts concluded for an unlimited time can be terminated in writing after a six-month termination period at the end of each calendar year.

For contracts concluded with consumers for an indefinite period or a fixed period exceeding one (1) year consumers are deemed entitled to a legal right to terminate such contract at the end of each calendar month under observance of a three month period of notice. Any remuneration due upon termination of the contractual relation including costs for end facilities are to be contractually stipulated.

14.2 The adherence to the agreed upon payment schedule is an essential condition for the Contractor's ability to provide services. The Contractor is – in accordance with the provisions of section 70 TKG 2003 – entitled to interrupt the services, discontinue the services or terminate the agreement with immediate effect in case of defaulting on payments after an unsuccessful reminder was sent electronically or in writing and after the Contractor has granted the Principal a grace period of two weeks and has threatened the interruption or the discontinuation of the services or the contract termination.

15 Other Reasons for Contract Dissolutions and Service Discontinuations; Blockage or Partial Blockage

15.1 In addition to default of payment a good reason for rescission of contract is deemed in particular any suspected abuse of communication services, infringement of legal stipulations or regulations of point 12 hereof; as well as if the Principal uses multiply or allows multiple use of single user accounts; as well as unsolicited advertising using email or spamming as set forth in point 11.1 hereof as well as deployment of insecure technical facilities.

15.2 The Contractor is entitled to not only terminate the contract but can instead - according to his own discretion - interrupt or discontinue the services. If the Contractor suspects violations he is not only entitled to block the services completely but also to block them partially. In case of violations of the law the Contractor is especially entitled to remove information from web pages hosted on his servers or to block the access to them. The Contractor will strive to use the least invasive means possible. The Contractor will inform the Principal without delay about the measures applied and the reason for using them. The Contractor's right to terminate for cause remains unaffected in any case.

16 Fees and Damages in case of Early Termination or Blockage

In all cases of immediate contract dissolution and service interruption that are effected by reasons imputable to the Principal, the Contractor's entitlement to fees for the entire intended contract period up until the next possible termination date and the assertion of damages remains unaffected.

17 Termination and Content Data

The Contractor hereby expressly informs the Principal that the Contractor is no longer required to provide the services after the contract has been terminated for whatever reason. The Contractor is therefore entitled to delete stored or content data originally kept in order to be retrieved. It is the Principal's sole responsibility to retrieve, store and safe such content data before the contract ends. The Principal cannot assert claims against the Contractor because the Contractor has deleted such data.

18 Communication Secrecy and Secrecy Requirements

18.1 The Contractor and his employees are subject to the communication secrecy in accordance with section 93 TKG 2003 and the secrecy requirements according to the Data Protection Act as well as the General Data Protection Regulation even after the services that have established the necessity for such secrecy have ended. The Contractor does not view personal or user data. Even the mere fact that a message exchange has occurred as well as the unsuccessful attempt to connect is part of the secrecy requirement.

18.2 The Principal can object to the handling of personal data. This does not affect the technical storage or the access of such data if the sole purpose is the accomplishment or the facilitation of the transmission of a message via the Contractor's communication network, or the ability to provide a Principal with the services he ordered. Therefore routing and domain information have to be passed on.

19 Information regarding section 96 para 3 TKG 2003 concerning Processed Data, Master Data

19.1 Based upon the Data Protection Act (Datenschutzgesetz - DSGVO), the General Data

Protection Regulation and the TKG 2003, the Contractor is obligated to only store, process and pass on master data during the time services are provided and only for the purposes agreed upon in the contract. Such purposes are: conclusion of, changes to or termination of such contract with the Principal, accounting, creation of subscriber directories and issuance of information to emergency callers in accordance with section 98 TKG 2003. If the Contractor is obliged to transfer information in accordance with the relevant version of the TKG, the Contractor will comply with such legal obligation.

19.2 The Contractor is - in accordance with section 92 para 3 subsection 3 and section 97 para 1 TKG 2003 - entitled to determine and process the Principal's following personal master data:

19.3 First name, last name, academic title, address, date of birth, company name, e-mail address, telephone and fax number, other contact information, credit rating, information regarding the type and content of the agreement, payment modalities, as well as payment receipts in order to keep the contract updated.

19.4 The Contractor deletes master data after the contract was terminated at the latest in accordance with section 97 para 2 TKG 2003 except these data is still needed for invoicing or to recover payments, to work on complaints or to fulfill other legal requirements.

20 Protection of Data

20.1 The Contractor protects data stored at their servers in accordance with the respective state of the art. The Contract can however not hinder third parties from illegally obtaining possession of or further using data stored at the Principal's.

20.2 The Contractor is to ensure the security and integrity of their facilities to comply with the state of the art and the respective applicable legal stipulations. Should the security and/or integrity of the Contractor's facilities be infringed, the Contractor is - in dependency to the severity of such infringement - to immediately advise the regulatory body and, when applicable, the public thereof.

21 Transmission Data

The Contractor shall store access data and other person related traffic data required for connection

establishment and billing of remuneration, in particular the source IP and all other log files as legally prescribed by section 99, subsection 2 of the TKG 2003 until the expiry of the period during which the invoice - provided that the payment has been effected and not objected to in writing within a period of three (3) months - can be legally challenged. In case of a dispute, the Contractor will provide this data to the decision making institution. The Contractor will not delete the data until a final decision has been made. In all other cases the Contractor will delete or make anonymous the transmission data immediately after the connection is terminated. Besides that the Contractor is - within the limits of the legal framework - entitled to keep access to statistics.

Traffic data stored in accordance with the first paragraph may be processed for the purpose of remuneration calculation or traffic handling, fault remedy, customer requests, fraud investigation or marketing of communication services or provision of services with added value and is subject to restricted access by persons acting in these areas.

Any analysis of the subscriber's connection beyond the aforesaid scope may not be performed unless otherwise specifically regulated by law.

22 Content Data

The Contractor will not store content data. As far as a short-term storage is necessary for technical reasons, the Contractor will delete the stored data immediately after the reasons cease to exist. If data storage is part of the contracted services, the Contractor will delete the data in accordance with the contract as soon as the services have been provided.

23 Data Usage for Marketing, Consent to Receive E-mail Advertisement

23.1 The Principal consents to their traffic data being used for marketing of telecommunication services of the Contractor as well as provision of services with added value. The Principal may in writing, via fax or e-mail, revoke such approval at any time.

23.2 Within the scope of contractual documentation the Principal agrees to receive advertising and information on products and services of the Contractor as emails of reasonably acceptable volume from the Contractor as well as from the Contractor's business partners stated in the contractual documentation. For this purpose the

Principal's data including his name and e-mail address remain exclusively with the Contractor. The Principal may in writing, via fax or e-mail, revoke such approval at any time. The Contractor will ensure that the Principal can revoke his approval to receive further messages in any e-mail advertisement he receives.

24 Telecommunications Monitoring

The Principal is aware of the fact that the Contractor is - according to section 94 TKG 2003 - obligated to participate in the monitoring of telecommunication services in accordance with the provisions of the Criminal Procedure Code. The Principal acknowledges the provisions of the e-commerce law (E-Commerce-Gesetzes - ECG), the copyright laws (Urheberrechtsgesetze - UrhG) and the security police law (Sicherheitspolizeigesetze - SPG) that entitle and obligate the Contractor under certain circumstances to provide information regarding the Principal.

The Contractor's actions based upon this obligation do not result in the Principal's right to claim damages.

25 Dispute Settlement

25.1 Irrespective of the competence of the court or the agreement to use an arbitration tribunal the Principal may present the regulatory authorities with a claim or complaint (with respect to the quality of the services, payment issues, which have not been solved in an acceptable way, or an alleged violation of the TKG 2003).

25.2 The Contractor is obligated to participate in such proceedings and to provide all information necessary to evaluate the circumstances as well as provide documents as may be necessary.

An application filed with the Regulatory Body must be submitted by the Principal within one (1) month from receipt of a written response of the Contractor to the objections to an invoice or any other complaint of the Customer. The required procedural form and further details of the procedure, prerequisites, and any upcoming costs of the dispute settlement procedure are available at <http://www.rtr.at/schlichtungsstelle>.

26 Amendments Hereto

26.1 Amendment to these stipulations may be made by the Contractor and are also deemed applicable to the existing contractual relations. The

respective valid amended version hereof can be viewed at www.r-it.at (and can be mailed to the Principal upon request). Amendments of stipulations applicable to consumers are only permissible if such amendments can be reasonably accepted by the consumer. An amendment is deemed reasonably acceptable if a minor amendment and justified in objective terms.

26.2 Unless the amendment is not exclusively in favor of the Principal, such amendments are to be announced at least two (2) months from coming into effect of the new stipulation. In such case the Contractor is to advise the Principal at least one (1) month prior to the amendment coming into force of its summarized significance in suitable written form such as printed note of a periodically issued invoice. The Contractor shall in such notification also point out to the Principal that they are entitled to cost-free termination of the contract up to the point of such an amendment coming into force.

26.3 Upon termination by the Principal the Contractor reserves the right to express their intention to maintain the contract in accordance with the so far applicable conditions within two (2) weeks from receipt of such termination notice. In such case the Principal's termination is deemed redundant. The Contractor shall also point out to the Principal the entitlement of the Contractor to continuation of the contractual relationship in accordance with the so far applicable stipulations and the effect of making any termination by the Principal redundant.

27 Point of Contact

27.1 The Contractor's contacts are available at their website: Raiffeisen Informatik GmbH & Co KG, Lilienbrunnngasse 7-9, 1020 Vienna; Tel +43 1/99399-0; Email: info@r-it.at; www.r-it.at

27.2 Helpdesk: Tel.: +43 1/99399 – 3333; Email: kundenbetreuung@r-it.at

27.3 Inquiries regarding data protection: datenschutz@r-it.at