

General Terms and Conditions of Business of Infinigate (Schweiz) AG

1. General

1.1 These GTC (General Terms and Conditions of Business) shall apply to all contracts, agreements, supplies and services of the firm Infinigate (Schweiz) AG (hereafter, Infinigate) respectively concluded with or made to third parties (hereafter, Contractual Partners).

1.2 Any general terms and conditions of business of Contractual Partners shall not be recognised as applicable, even if they are not expressly objected to by Infinigate. Any agreements with contrary or supplementary effect shall under all circumstances only be valid with the express, written approval of Infinigate. The acceptance of performance by the Contractual Partner shall be construed as acknowledgement of the GTC of Infinigate and a waiver of the GTC of the Contractual Partner. An implicit concurrence of intention shall suffice for the incorporation of these GTC into a contract concluded with any business.

1.3 All orders, assignments and any special assurances of Infinigate must be confirmed in writing by Infinigate. The requirement of written form may only be set aside by a written agreement.

2. Prices and offers

2.1 The relevant applicable prices shall be those stated in the order confirmation of Infinigate.

2.2 The prices are subject to value added tax at the statutory rate and are valid ex works from Infinigate. Standard commercial packaging of the products supplied is included in the prices. Other incidental services or costs, including in particular freight, road toll, environmental and handling charges shall be invoiced to the Contractual Partner separately.

2.3 Infinigate reserves the right to increase the price by a reasonable amount in the event of cost increases following the conclusion of the contract, in particular as a result of price increases by suppliers or exchange rate fluctuations. Any such changes shall be documented by Infinigate to the Contractual Partner upon request.

2.4 Orders below a minimum value per order shall be subject to a small quantity surcharge.

3. Conclusion of the contract

3.1 Any information provided by Infinigate in advertising materials or available online is subject to confirmation and may be valid for a limited period of time only. It does not constitute an offer to conclude a contract.

3.2 A contract shall only be concluded by the dispatch of an Infinigate order confirmation in writing, by fax or by email, or otherwise at the latest upon acceptance of delivery by the Contractual Partner or provision of the service.

3.3 Unless agreed otherwise by the partners in writing, the content and scope of the services and supplies due

from Infinigate shall be as stated in the Infinigate order confirmation. Infinigate shall not be required to perform installation and/or configuration services and data backup services, unless agreed otherwise in writing.

3.4 Infinigate or its suppliers reserve the right to make changes to products, in particular as a result of developments, provided that the agreed performance specifications are achieved.

4. Payment terms

4.1 Infinigate may invoice the agreed services and supplies (including any software) at any time either along with or after dispatch of the order confirmation.

4.2 Unless Infinigate has set a credit limit for the Contractual Partner, the Contractual Partner shall pay for the agreed services and supplies directly upon receipt of the order confirmation, and under all circumstances prior to delivery/provision of the service.

4.3 If a credit limit has been granted, payments shall be due 10 days after the date of the invoice without any deduction, unless any different payment agreements have been agreed upon. If the Contractual Partner fails to comply with the payment terms granted, interest shall be owed at 8% per annum above the relevant reference interest rate (3-month Libor rate) of the Swiss National Bank on the purchase price from the time it fell due, without any requirement for a further reminder. The foregoing shall be without prejudice to the right to claim any additional losses.

4.4 Infinigate shall be entitled to allocate payments in the first instance to the oldest debt, notwithstanding any stipulation to the contrary of the Contractual Partner. If costs and interest have already arisen as a result of the default, Infinigate shall be entitled to allocate the payment initially to the costs, thereafter to the interest and finally to the principal claims.

4.5 The Contractual Partner may only offset claims of its own that are undisputed or that have been established with legal effect. The Contractual Partner may only exercise a right of retention in respect of counterclaims based on the same contractual relationship.

4.6 If the payment terms are not honoured without justified reason, Infinigate may at any time require at its choosing either payment in advance or the provision of collateral. Payment shall be due immediately of all outstanding claims, including those for which payment by instalment has been agreed to.

4.7 Any payment term granted to the Contractual Partner shall be conditional upon the availability of a sufficient credit limit for each individual order. If the order exceeds the available credit limit, Infinigate reserves the right to require advance payment of the residual value of the order. In the event of any subsequent change to creditworthiness, Infinigate shall be entitled to alter the payment terms

granted, to require payment in advance or the provision of collateral and, in the event of non-compliance, to withdraw from the contract.

4.8 Following a payment default by the customer, Infinigate shall be entitled, without any requirement for a further warning, to discontinue all further supplies to the customer either in full or in part until the claims have been settled or secured. Any consequences resulting from such a discontinuation of supplies shall be a matter exclusively for the customer.

5. Project transaction (producer-supported end-customer business)

5.1 Infinigate shall grant offers and prices subject to special conditions in relation to the implementation of project transactions, subject to approval by the relevant producer in addition to supply to the relevant end customer specified.

5.2 The Contractual Partner hereby undertakes towards Infinigate to abide by the relevant producer terms and conditions, and in particular to retain all customer documentation such as delivery notes and invoices from the previous twelve months and to present them upon request by Infinigate or the producer and, where the purchase has not occurred for its own usage, to sell such products only to permitted end customers and not to exceed the maximum permitted end customer price.

5.3 In the event that approval is withheld by the producer or in the event of any breach of the producer terms and conditions, Infinigate shall be entitled, irrespective of its entitlement to any further claims, to charge the Contractual Partner for the difference between the special price granted and the ordinary retail price for the goods.

6. Services and supplies

6.1 Delivery deadlines and periods shall under all circumstances be subject to confirmation and shall only be binding if they are confirmed by Infinigate in writing as fixed deadlines in the specific individual circumstances.

6.2 Reasonable partial deliveries shall be permitted and may be invoiced separately.

6.3 Delivery deadlines and periods shall be deemed to have been complied with if risk transfers to the Contractual Partner (see clause 4.1) or the product/service ordered by the Contractual Partner is accepted prior to their expiry.

6.4 Infinigate shall under all circumstances only be deemed to be in default if Infinigate is at fault for the delay, performance is due and following expiry of a reasonable grace period (at least 14 days) set in writing by the Contractual Partner for Infinigate.

6.5 Deadlines for services and supplies shall be extended by a reasonable period for Infinigate, even if it is already in default, in the event of any disruptions due to

force majeure or any other occurrences beyond the control of Infinigate, such as for example disruptions in deliveries to it by its own suppliers, strikes, lockouts, operational disruptions etc. Infinigate reserves the right to withdraw from the contract if the delays to delivery or performance resulting from such events continue for more than six weeks. In such an eventuality, the Contractual Partner shall also have this right. In the event of withdrawal from the contract due to one of the reasons mentioned in clause 6.5, the customer shall not be entitled to bring any damages claims.

6.6 Infinigate shall not bear liability for any losses or damage arising from the delayed service or supply.

6.7 If services or supplies are to be made directly to the end customer at the request of the Contractual Partner, the Contractual Partner shall nonetheless remain directly responsible towards Infinigate in accordance with all terms of these GTC.

6.8 Software shall be deemed to have been supplied as soon as Infinigate has provided the Contractual Partner with a licence key with which the software acquired can be activated.

6.9 Infinigate shall take back any hardware for disposal free of charge.

7. Transfer of risk

7.1 The risk associated with the damage to or loss of the contractual product shall pass upon the handover by Infinigate to the shipping company. If the customer collects the contractual goods from Infinigate either itself or through an agent, risk shall pass upon the handover of the contractual product to the customer or its agent.

7.2 Unless agreed otherwise, Infinigate shall be entitled but not obliged to insure the goods to be dispatched in respect of transportation risks of all types at the cost of the Contractual Partner. Neither such insurance nor, where applicable, the assumption of shipping costs by Infinigate shall have any impact upon the transfer of risk in accordance with clause 7.1.

8. Reservation of title

8.1 Infinigate shall retain ownership of the products supplied by it until the remuneration owed in respect of all claims, including future claims, has been paid in full.

8.2 The Contractual Partner shall be entitled to sell on goods that are subject to the reservation of title during the ordinary course of business, subject to a reservation of title. The Contractual Partner hereby assigns its future claims resulting from the onward sale of the goods that are subject to the reservation of title up to the relevant value of the invoice to Infinigate as collateral until all claims referred to in clause 8.1 have been paid in full (Article 172 of the Swiss Code of Obligations). The Contractual Partner shall be entitled to collect payment of the claim also after the assignment. The foregoing shall be

without prejudice to the ability of Infinigate to collect payment of the claim itself. However, Infinigate undertakes to refrain from collecting payment of the claim unless and until the Contractual Partner fails to comply with its payment obligations, defaults on payment or, in particular, an application is made for the launch of insolvency proceedings or a cessation of payments occurs. However, should one of these scenarios arise, the Contractual Partner shall be obliged, upon request by Infinigate, to give notice of the name and address of its buyers along with the nature and size of its claims against them. All related documentation shall be surrendered to Infinigate; the buyer shall be informed of the assignment.

8.3 The Contractual Partner shall not be permitted to pledge or to transfer ownership as collateral over any goods that are subject to the reservation of title. In the event of any third party interference with goods that are subject to the reservation of title or in the event that an application is made to launch insolvency procedures in relation to the assets of the Contractual Partner, the Contractual Partner shall give make known the ownership rights of Infinigate and Infinigate shall be notified promptly in writing.

8.4 The goods that are subject to the reservation of title may only be amalgamated, mixed, processed or transformed for Infinigate. In such an eventuality, Infinigate shall acquire a joint ownership share over the finished products or over the new item, in proportion with the value of the goods that are subject to the reservation of title with the value of the finished products or the new item.

8.5 In the event of a breach of contract, including in particular payment default, also in relation to other services and supplies and future services and supplies rendered by Infinigate to the Contractual Partner, or if there are reasons to foresee a deterioration in its financial circumstances, Infinigate shall be entitled to claim back from the Contractual Partner any goods supplied that are subject to the reservation of title. The exercise of rights in relation to the reservation of title or a surrender request shall not be construed as withdrawal from the contract. Without prejudice to the foregoing, Infinigate reserves the right to bring damage claims and to withdraw from the contract. All costs associated with the recovery of the products and their subsequent exploitation shall be borne by the Contractual Partner. Infinigate may access the business premises of the Contractual Partner and take possession of the goods that are subject to the reservation of title or request the assignment of any claims of the Contractual Partner to surrender against its own buyers in order to exercise these rights.

8.6 The Contractual Partner shall be obliged to treat goods that are subject to the reservation with care, and shall in particular be obliged at its own cost to insure them sufficiently against fire and water damage and theft at their replacement value as new. Any items provided for testing and demonstration purposes shall remain the property of Infinigate. The Contractual Partner shall be obliged to ensure orderly storage and may only use such items in accordance with the relevant agreements.

8.7 Cost estimates, system analyses, project documentation, diagrams, samples, drafts and other documentation of Infinigate provided to a Contractual Partner prior to the conclusion of a contract may not be used for any other purpose or made accessible to third parties.

9. Duties of the Contractual Partner

9.1 The Contractual Partner shall document itself concerning the essential functional characteristics of the products sought by it and shall be responsible for ensuring that these comply with its wishes and needs, or those of its customers.

9.2 The Contractual Partner shall examine the goods promptly following receipt in order to ensure that they are complete and consistent with the delivery documents as well as for any defects. The goods shall be deemed to have been delivered properly and in full unless a written objection is made within four days of the date of the delivery note, except in relation to defects that could not have been detected by an inspection. Clause 11 shall govern the warranty.

9.3 If the goods supplied feature any evident defects or are delivered in the incorrect quantity, the Contractual Partner shall note this in writing on the shipping company's confirmation of delivery at the time of consignment. The note must state the damage or the incorrect quantity with sufficient clarity.

9.4 The Contractual Partner shall ensure that an appropriate environment is prepared in good time for the provision of services within its sphere of operation. If this does not occur and it is not possible to provide services for this reason, the Contractual Partner shall bear responsibility for this. The Contractual Partner shall support Infinigate without remuneration and to the best of its abilities in providing the agreed services and shall provide unsolicited all information and documentation that may be of significance for this purpose. Infinigate shall not be obliged to perform in the event that the Contractual Partner breaches its duties of cooperation.

9.5 If the Contractual Partner is late in acceptance of the services or supplies provided by Infinigate or fails to cooperate in the manner incumbent upon it, it shall be obliged to compensate any additional costs or losses arising as a result of the delay or lack of cooperation.

10. Return shipments of demonstration/test equipment (hires)

10.1 If the Contractual Partner sends back demonstration/test equipment either during or at the end of the agreed hire period, a contribution of CHF 250.00 + VAT for orders worth up to CHF 15,000.00, or CHF 750.00 + VAT for orders worth more than CHF 15,000.00, shall be charged in addition to transport costs for the return of the equipment.

10.2

11. Liability for defects (warranty)

11.1 The statutory rules shall apply to defects in quality or title, subject to the following proviso:

- A non-material defect shall not establish any claim for defects;
- Claims for defects shall not extend to products that are altered by the Contractual Partner or a third party without the approval of Infinigate. This shall not apply if the Contractual Partner demonstrates that the change in question was not the cause of the defect reported;
- In addition, claims for defects shall not extend to software that the Contractual Partner does not deploy within the agreed system environment, unless the Contractual Partner establishes that such deployment was not the cause of the defect reported.
- The warranty of Infinigate for the products supplied by it shall be determined in all respects in accordance with the warranty or guarantee terms and conditions of the relevant producer/supplier. The Contractual Partner waives any further warranty claims against Infinigate and the producer/supplier. The sole duty of Infinigate shall be to assign its own warranty claims against the producer/supplier to the Contractual Partner.
- The Contractual Partner acknowledges that, depending upon the relevant applicable provisions, the warranty is as a rule limited, at the choice of the relevant producer/supplier, to the rectification or replacement or defective/faulty products, and in addition only applies if the products remain in Switzerland or the Principality of Liechtenstein.
- The Contractual Partner acknowledges that, in the absence of any written agreement to the contrary, Infinigate shall not be required to pay any compensation for the duration of any remedial work or exchange.
- The Contractual Partner further acknowledges that a defect shall under all circumstances be deemed to exist only if it is reported to Infinigate in detail and in writing immediately upon discovery and features a significant, reproducible fault. No warranty shall be provided in particular for defects resulting from any of the following causes:
 - a) inadequate maintenance;
 - b) non-compliance with operating or installation instructions;
 - c) inappropriate usage of the products;
 - d) usage of non-approved parts and accessories;
 - e) natural wear and tear;
 - f) transportation, inappropriate treatment or handling;
 - g) alterations or attempted repairs;
 - h) external influences, in particular force majeure occurrences (e.g. failure of the electricity supply or climate control system, natural hazards) or other reasons beyond the control of Infinigate or the producer/supplier.
- Any work carried out by Infinigate in order to rectify a defect shall not have the effect of starting a new time barring period.

11.2 The disclaimer set forth in clause 11.1 shall not extend to recourse actions or claims for losses and expenses that the Contractual Partner is entitled by law to bring in relation to defects. Clause 12 shall apply to claims for losses and expenses.

11.3 If subsequent performance is effected by the supply of a replacement, the Contractual Partner shall be obliged to send back to Infinigate at the cost of the latter the defective product initially supplied within 30 days of receipt of the replacement delivery – for software, no copies may be retained – and to remunerate any benefit obtained from its usage according to law.

11.4 If the Contractual Partner brings any damages claims notwithstanding the absence of any quality defect, it shall bear any costs thereby arising for Infinigate, provided that it was at fault.

11.5 Claims for defects may not be assigned unless Infinigate consents to the assignment.

11.6 Defects must be reported in writing. The Contractual Partner must take any reasonable steps to facilitate the detection of the defect and its causes.

11.7 Infinigate may claim compensation for its costs in the event that it takes action in relation to the Contractual Partner as a result of a reported defect, where the Contractual Partner has failed to demonstrate a defect.

12. Liability

The following shall apply for all claims to damages or compensation of the buyer against Infinigate under contract or law, including the law of tort, due to breaches or duty by Infinigate or any of its legal representatives or auxiliary agents:

12.1 In the event of a negligent breach of a material contractual duty, liability shall be limited to the compensation of the average typical loss foreseeable upon the conclusion of the contract. Material contractual duties mean duties that the contract imposes upon Infinigate in order to achieve the contractual purpose, the fulfilment of which is essential for the proper implementation of the contract and upon the fulfilment of which the Contractual Partner may ordinarily be entitled to rely.

12.2 The following shall apply in addition: No liability shall be incurred in relation to a negligent breach of duty. In the event of data loss, Infinigate shall only bear liability for the costs that would have been necessary in order to restore the data from proper and regular backups. This shall not apply if and insofar as the backing up of data is an integral part of the service to be provided by Infinigate.

12.3 The disclaimers set forth in clauses 12.1 and 12.2 shall not apply in respect of claims relating to wilful conduct, gross negligence, malicious intent, loss of life, personal injury or damage to health, in the event that the Swiss Product Liability Act applies or, in relation to a guarantee commitment, unless specified otherwise in the guarantee declaration.

12.4 Damages claims shall become time barred within one year. The period shall start to run from acceptance of the contractual product.

13. Industrial property rights/copyright

13.1 The Contractual Partner is not authorised to alter or copy software (with the exception of a backup copy), to adjust software for usage on non-compatible hardware or otherwise to process it.

13.2 Software leases shall require the prior written approval of Infinigate or of the producer. Leases for software may only be concluded in accordance with the relevant producer terms and conditions and according to law.

13.3 Each product (software and hardware) is subject to the relevant licence terms and conditions of the producer as regards its usage. The Contractual Partner undertakes to comply with these licence terms and conditions, including in particular the EULA terms and conditions of the relevant producer, and shall oblige its own customers accordingly. It shall report any breach of contract by a customer promptly to Infinigate. The Contractual Partner further undertakes to abide by the GTC (General Terms and Conditions) of the relevant producer for it, including in particular the marketing rights and duties prescribed by the producer, taking particular account of the applicable national and international export restrictions and compliance rules, including anti-corruption rules.

13.4 The Contractual Partner may not remove, alter, cover or otherwise render unrecognisable any references on the contractual products to copyright, trade marks or other industrial property rights. The Contractual Partner shall only be entitled to translate for commercial purposes any documentation material that is also supplied with the prior approval of Infinigate.

13.5 If a third party asserts any claims against the Contractual Partner in relation to the infringement of industrial or intellectual property rights (industrial property rights, copyright and related rights) on account of the use of the products supplied or other services, the Contractual Partner shall inform Infinigate promptly of this fact. It shall refrain from acknowledging the intellectual property right infringement alleged and shall ensure that any dispute, including any out-of-court settlements, is either left to Infinigate or conducted in consultation with Infinigate or its suppliers.

14. Export and import

14.1 All contractual products and technical know-how shall be provided by Infinigate in accordance with the German Foreign Trade and Payments Act [*Außenwirtschaftsgesetz, AWG*]/the German Foreign Trade and Payments Regulation [*Außenwirtschaftsverordnung, AWW*]/the EC Dual-Use Regulation as applicable at the relevant time along with US export requirements and are intended for usage and retention within the delivery country agreed upon with the Contractual Partner. If the Contractual Partner intends to re-export the contractual products, it shall be obliged to comply with US, European and national export requirements. The re-export of contractual products – whether individually or in system-integrated form – in breach of such requirements is prohibited.

14.2 The Contractual Partner must obtain information under its own initiative concerning the legislation and regulations applicable at the relevant point in time (SECO, 3003 Bern; European Union/TARIC or the US Department of Commerce, Office of Export Administration, Washington D. C. 20230). Irrespective of whether the Contractual Partner indicates the final place of destination of the contractual products supplied, it shall be for the Contractual Partner to obtain under its own responsibility any licence that may be required from the relevant competent foreign trade authorities before exporting such products. Infinigate is not under any duty to provide information.

14.3 In the event of the onward supply of contractual products by Contractual Partners to third parties, either with or without the knowledge of Infinigate, such third parties shall be subjected under the terms of such an assignment to these requirements relating to export licences. The Contractual Partner shall bear full liability for any failure to comply with the relevant provisions. If any court action is taken against Infinigate on the grounds that the customer has failed to obtain the export licences required for the products supplied by Infinigate, the customer shall hold Infinigate fully harmless in this respect.

14.4 The Contractual Partner shall not be permitted to supply contractual products without prior official approval either directly or indirectly to countries that are subject to a US and/or EU embargo or to natural or legal persons from such countries or to natural or legal persons who have been included in EU, European or national black lists (e.g.: “Entity List”, “Denied Persons List”, “Specifically Designated Nationals and Blocked Persons”). It shall further be prohibited from supplying contractual products to natural or legal persons that are in any way associated with the support for or development, production or usage of chemical, biological or nuclear weapons of mass destruction.

15. Purchase tax/import turnover tax

15.1 A Contractual Partner that has its registered office outside Switzerland and/or the Principality of Liechtenstein shall comply with the rules applicable to purchase tax/import turnover tax of the relevant economic area when purchasing products, and shall in particular give notice of its VAT identification number unsolicited and readily provide the necessary information. The Contractual Partner shall compensate any costs/losses arising as a result of any breach.

16. Data processing

16.1 Data processing shall be conducted within the Infinigate corporate group with the assistance of automated data processing instruments. The Contractual Partner hereby grants its express consent to the processing any data obtained by Infinigate within the ambit of the contractual relationship that are necessary for the purpose of the processing of the order. The Contractual Partner further accepts that Infinigate will also use the data obtained within the ambit of the business relationship with it in accordance with applicable Swiss and EU data protection law for the business purposes of Infinigate also outside

the Infinigate corporate group and that, where necessary within the ordinary course of business, it will pass on such data to the producers of the products sold.

16.2 Infinigate reserves the right to obtain information regarding creditworthiness from credit insurance bodies for the purpose of examining the creditworthiness of the Contractual Partner. The Contractual Partner consents to the reporting by Infinigate of data relating to creditworthiness - solely in the event of a breach of contract, e.g. compulsory enforcement measures in relation to an undisputed claim, or the issue of a payment order. Data shall only be transmitted if this is necessary in order to uphold the legitimate interests of Infinigate, taking account of the legitimate concerns of the Contractual Partner. When doing so, Infinigate shall comply with the relevant data protection law

16.3 Personal data shall be processed by automated means in accordance with the Data Privacy Statement published on our homepage <https://www.infinigate.ch/en/company/datenschutz.html>. The Contractual Partner is invited to inform its employees accordingly.

17.1 The Contractual Partner shall not be entitled to assign any claims under the contract.

17.2 Should any individual terms of these GTC be invalid or incomplete or in the event that it is not possible to comply with them, this shall not affect the validity of the remaining terms. The Contractual Partners undertake to replace the invalid term by a permissible valid term that comes in substantive terms as close as possible to the original intention and the contractual purpose thereby pursued.

17.3 These GTC may be amended by Infinigate at any time and shall be replaced by new terms, which Infinigate may publish on the internet or otherwise make known to the customer. The amended GTC shall apply to all customer orders placed following their publication.

17.4 The place of performance and jurisdiction shall be Zug. Infinigate shall however be entitled to take court action against the Contractual Partner before any other statutory jurisdiction.

17.5 These General Terms and Conditions of Business shall remain valid as a whole, even in the event that any individual term should be invalid. The law of Switzerland shall apply. The United Nations Convention on Contracts for the International Sale of Goods (adopted by UNCITRAL) shall not apply.

17. Stipulations

Rotkreuz, August 2018