

General Terms and Conditions (February 2010)

1. Scope

These General Terms and Conditions (GTC) apply to all contracts between Genotec AG and its customers. Delivery of products and services is effectuated exclusively at the conditions laid down in the GTC, the supplementary provisions, the price lists and the individual contracts. Contradicting or diverging conditions of the contractual partner are not recognized unless they have been approved of beforehand expressly and in writing by Genotec AG.

The GTC can be updated, completed or modified at any time by Genotec. The current version published at <http://www.genotec.ch> is binding and can be requested at any time from Genotec. In case of modifications of the GTC resulting in higher costs for the customer, the customer can cancel the contract within a 30-days period. Supplementary provisions (SP) exist with regard to particular services. These provisions are an integral part of the contract and the GTC. The regulations in the GTC regarding applicability and modification apply to the SP too.

If the customer uses, in addition to the services of Genotec, third-party services, the customer assumes the responsibility for keeping to the provisions of use of this third party and can be held responsible directly in case of damage. By ordering the customer confirms that he has understood and accepted the GTC and the SP with regard to all points applicable to the relevant contractual relationship.

2. Content

The content of the contract is based upon the provisions for the different areas of service published on the Genotec Web site. The contract between Genotec and the customer comes into being with the dispatch of the online order form or with the signature of a written order form or contract. With the completion of the contract, Genotec commits itself to deliver/provide the services, the customer to accept them and pay for them.

3. Services of Genotec

Genotec commits itself to the careful execution of the services in the customer's interest and to safeguard the latter's production and business secrets. Genotec reserves the right to make use of the services of a third-party if the need arises.

Within the limits of its operational resources, Genotec makes every endeavor to provide its services around the clock without disturbances or interruptions, but assumes no guarantee for the permanent and uninterrupted access to its services. Genotec does not guarantee that its services are accessible from all end devices without problems. We inform the customer so far as possible about foreseeable interruptions of operations necessary for the execution of maintenance work, for the extension of services etc.

By principle, the information is given by means of an entry in the corresponding Genotec support medium. In addition, we may send a specific e-mail.

The services can be modified anytime if so required by legal provisions, instructions of authorities, or for operational reasons. In particular, technical adaptations aimed at increasing system stability, system security or updating the systems, may result in adaptations of the services. If as a consequence of this, adaptations on the customer's side become necessary, Genotec refuses any liability or cost sharing..

Claims under guarantee correspond to the guarantees provided by the manufacturers/resellers. More extensive warranty claims are excluded to the extent permitted by law. The replacement/repair of the components concerned is executed against payment of the amount of work required for solving the problem at the current hourly rate.

4. Obligations of the customer

By concluding this contract, the customer commits himself according to article 2 of these GTC to accept the services and products which are the object of this contract and to pay for them.

The customer shall not publish information and graphical content violating the law. In particular, the following content/activities are prohibited:

- display of violence as defined in Article 135 of the Swiss Penal Code (SPC)
- pornographic writings, recordings or images as defined in Article 197 SPC
- incitement to violence as defined by Article 259 SPC
- racial discrimination as defined by Article 261bis SPC
- instructions or incitement to criminal behavior
- illegal gambling as defined by the Law on lotteries
- defamatory statements about third parties or publications infringing moral rights of persons.
- information which violates intellectual property rights, associated property rights and other intangible rights.

Adequate measures must be taken to prevent the access of minors to content of erotic nature. Operating so-called download sites is considered undesirable by principle and must be approved of in any case beforehand by the provider. Operating Web sites with copyrighted content (MP3, "Warez", "Appz") is forbidden except if the operator is in possession of legally valid licenses allowing him distribution in Switzerland. These licenses must be presented to Genotec upon request.

Genotec reserves the right to block content of above-mentioned nature at its discretion and to terminate the contract without notice without refunding payments already made.

The customer commits himself to communicate any change of address to Genotec. Genotec cannot assume any responsibility due to communication-related difficulties. All related additional expenditures (expenses for checking the address, cost for establishing or sending a new bill, etc.) will be charged to the customer with a minimum amount of CHF 20.-.

General Terms and Conditions (February 2010)

Prohibition to abuse the service: The customer must treat all access data (e-mail, server, FTP, etc.) confidentially. He commits himself to take all necessary measures in order to impede that through the leased services third party systems are illicitly accessed, programs are manipulated or computer viruses are spread. The customer is held responsible to the full extent for all damages caused by the abuse of a leased service (for example due to spam actions via a customer e-mail account, hacking made possible by a flawed or not updated script, etc.).

Sending bulk e-mails (spamming, mail bombing, etc.), as well as spamming, flooding or similar activities in forums, blogs, guest books via Genotec servers in particular or as a Genotec customer in general is forbidden. Operating mailing list to an extent which could endanger the stability of the systems is also strictly forbidden. The sending of advertising e-mails by a customer to third parties without express invitation is inadmissible. If it becomes aware of such activities, Genotec reserves the right to block the access account of the customer without prior notice until the actual facts are ascertained. Genotec declines any liability for the consequences of such a blockage.

Any impairment of system and network security is forbidden. In particular, it's forbidden to access without permission data, systems or network elements, to analyze, monitor, scan them or use them without permission in any other way, to check the vulnerability of a system without the express permission of a legitimated person, to tamper with routing information such as TCP/IP addresses or with information in the routing component (address of the recipient or the sender). Any activity influencing adversely the system stability is forbidden, in particular the use of scripts which lead to a overcharge of the server systems or cause malfunctions.

Genotec reserves the right to deactivate or block immediately such activities. The time needed for the restoration of the services will be charged to the responsible party, with a minimum of half an hour at the current hourly rate. The misuse of the server space or of the leased services can entail the termination without notice of the contract. Refund of payments already made is excluded.

The customer exempts Genotec from third party claims in connection with infringements of this paragraph 4.

5. Troubleshooting for the services/support

Genotec offers a support service by phone or via ticketing system to help customers with questions regarding its services. You can call our phone support at a surcharge number. Tariffs and opening hours of the different support services are published on our Web site and can be requested from Genotec during normal office hours. Genotec does not bear the expenses for third-party support.

Disruptions are fixed as fast as possible. No claims can be made against Genotec for interruptions of service due to troubleshooting, maintenance work, implementation of new technologies or similar causes.

Requests/orders by ticket are considered binding up to the cost equivalent of one working hour and are billed at the rates published on the Genotec Web site. If the expected expenditure of time exceeds one working hour, Genotec contacts the customer in advance.

6. Data backup/system administration

The customer bears the exclusive responsibility for the security of his data. Genotec effectuates backups at regular intervals but does not assume any warranty that these data backups prevent data loss in individual cases. Upon request Genotec makes backups of their data available to customers against payment of a processing fee.

The customer is responsible for updating the system (security updates, patches, hot fixes, etc.).

7. Terms of payment

The terms of payment are 10 and 30 days, respectively. It's noted on every invoice which terms of payment apply. Genotec reserves the right to request the entire order value or part of it before the completion of the assignment. The prices are, unless otherwise indicated, ex applicable Value-Added Tax.

In case of delay of payment on the part of the customer, interest on arrears of 5 % shall be charged. A down payment made will be forfeited, if the customer cancels his order with no or with an insufficient justification. If the customer is in default of payment, Genotec is entitled to withdraw from the contract after setting a grace period of 30 days. The customer will be informed immediately in case we exercise our right of withdrawal.

If no payment has been received within 50 days of invoicing and if no cancellation of the contract has taken place, the service, including all related services (e.g. e-mail), will be blocked. In case of a blockage of service, Genotec will charge a handling fee of CHF 50.- incl. VAT for the expenses incurred. The services will be unblocked only on receipt of the payment including the handling fee.

The offsetting of reciprocal financial obligations is subject to prior written approval by Genotec.

8. Liability

Genotec can be held liable for damages – regardless of the legal basis – only up to one fifth of the compensation for the particular project and only if willful intent or gross negligence on the part of Genotec can be proven. The liability for indirect or secondary damages such as loss of gain, economies not realized, interruptions of operations, third-party claims as well as for consequential damages or damages due to data loss is excluded to the extent permitted by law. Genotec assumes no responsibility for the provision of services up to the server of the customer. It can assume no liability for processes within the sphere of influence of the customer.

Genotec excludes any liability for the interruption of services due to force majeure. The exclusion of liability comprises in particular third-party services, purchased services provided by third parties as well as hardware-related failures. In addition, Genotec excludes any liability for published content and consequential damages due to spelling errors in texts available on the Internet.

General Terms and Conditions (February 2010)

Continuous interruptions lasting more than 48 hours entitle the customer to reimbursement of 1/12 of the yearly costs, if they were not caused by an action or a failure to act on the part of the customer or by force majeure. The reimbursement will be credited in case of continuation of the contractual relationship.

Genotec points out that, in particular cases, the spam filters we use can also filter or block desired e-mails. Genotec assumes no liability for e-mails which don't arrive at their recipient.

The liability for products corresponds to the liability provisions of the manufacturer/supplier.

9. Partial nullity

Should one of the provisions be found to be invalid, it shall be replaced by what legally corresponds best to the intended purpose. The other provisions remain valid.

10. Period and cancellation of contract

Contracts are concluded, if not otherwise stated, for an indefinite period and can be canceled by observing a term of notice of one month. The cancellation becomes effective at the end of the next month. Each cancellation of a contract has to be effectuated in writing by letter post or fax. Electronic channels (control panel) which imply the verification by user name and password may also be used, if available. The contract can be canceled without notice by means of a registered letter under the following circumstances:

- delay of payment of more than 30 days (cancellation by Genotec)
- in case of a continuous interruption of the services to be supplied lasting more than 2 weeks (cancellation by the customer)
- in case of a grave breach of duty by one party which makes the continuation of the contractual partnership unacceptable to the harmed party (cancellation by the party harmed by the breach of duty).

11. Data protection

Customer data are treated in compliance with the Data Protection Act. The customer gives Genotec the express permission to use customer data for marketing purposes (e.g. in order to inform customers on new services and products). Under no circumstances shall Genotec sell or lease customer data to third parties whether as a whole or in part. Only data necessary for the purpose of handling the supplier-customer relationship are stored.

12. Dispute resolution

Both contractual parties undertake to strive loyally for an amicable settlement in case of differences in opinion regarding the contract, if need be by demanding the arbitral opinion of an independent expert.

Both parties declare that the ordinary judge at the legal domicile of Genotec (Arlesheim) shall be exclusively competent for the resolution of all disputes arising from or in connection with their contractual relationship: Genotec reserves however the right to bring the customer to justice at his domicile. Swiss material law is exclusively applicable, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Allschwil, February 2010

Please note: Only the German version of this text is legally binding.