

Supplementary provisions for co-location, rack space, leased lines (complementing the GTC)

(February 2010)

1. Placing of order

The contract becomes effective with the signature by both parties of the contract(s) on the respective services. The scope of services is defined in the respective contracts.

2. Installations/putting into operation

All price information is based on the presumption that the preconditions for the use of the service are met on the part of the customer (that the system environment and the installations are available, etc.). Additional expenses caused by incomplete or lacking preparations on the part of the customer, are charged to the customer at the currently valid hourly rates in addition to the normal costs.

The customer accepts additional costs of up to 10% of the expenses laid down in the offer without prior written or oral notification. The customer will be informed if the additional costs exceed this rate. In this case, the works will be continued only after approval by the customer. In case of a abortion of the works, the payment for the works already executed remains due.

If the customer doesn't raise an objection within 10 days after receiving the invoice, the service is to be considered approved.

The service is considered operational from the moment it can be fully used without any operational insufficiencies left.

3. Data and system backups

The customer is fully responsible for organizing data and system backups. If Genotec has to carry out interventions on a system, the customer ensures that backups of all data are established beforehand. Genotec is at no time responsible for the loss of data, loss of profits or the like.

4. Guarantee

Genotec assumes guarantees to the extent of the guarantees offered by the manufacturer of the respective hard- or software. The replacement/repair of the components concerned is carried out against payment of the expenses incurred.

5. Responsibilities of Genotec

Genotec provides the services laid down in the contract and puts the necessary infrastructure at the disposal of the customer. Genotec decides on its own authority how to proceed and which infrastructure to use for the provision of its services.

Genotec commits itself not to collect, register or analyze any data transmitted via its infrastructure. Legal provisions and quality assurance measures are excepted.

Legal provision regarding data privacy are complied with in any case.

6. Payment

The entire amount invoiced must be paid strictly net within 10 days after receipt of the invoice. If no payment is made within 30 days, the booked services are blocked. The service will be unblocked only after receipt of payment of the outstanding amount plus a processing fee of CHF 50.-.

7. Revocation

If the customer cancels the contract, he has to bear the costs already incurred. Genotec reserves the right to request loss of profits.

Allschwil, February 2010

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