

Supplementary provisions for Dedicated and Virtual Dedicated (vServer) services (complementing the GTC)

(June 2010)

1. Conclusion of contract

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. The details and the extent of the services to be provided by Genotec are defined in the written contract. The invoicing is based on the expenses incurred.

The customer accepts additional costs of up to 10 percent compared to the expenses laid down in the offer, without prior written or oral notification. If the additional costs exceed these rate, the customer will be informed in advance and the works will be continued only after approval by the customer. In case of cancellation of the works, payment of the works already executed remains due.

2. Putting into operation

The service is considered operational from the moment it can be fully used without any operational insufficiencies left. The invoicing of the services starts at this moment.

3. Services of Genotec

Genotec provides the services laid down in the contracts and puts the necessary infrastructure at the disposal of the customer (server, electricity, fast ethernet, primary name server, etc.). Genotec decides on its own authority how to proceed and which infrastructure to use for the provision of its services.

Genotec is responsible for ensuring that power supply and connectivity of the lines are guaranteed 24 hours a day and 365 days a year. Exempted from this guarantee are interruptions due to hardware failure, software faults, maintenance work, interruptions of service by third-party suppliers, and unforeseeable events.

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

4. Support/SMA

In the case of customers without Service Management Agreement, all interventions are executed exclusively during normal opening hours, according to the "first in, first out" principle. Outside opening hours, you have the option to make use of our standby emergency service which will be charged at the current emergency hourly rate. Our opening hours as well as the tariffs for the standby service are available on the Genotec Web site.

In the case of customers with valid System Management Agreement, the interventions are charged at the conditions laid down in this agreement.

5. Payment

The services must be paid for within 30 days after invoicing (see GTC par. 7). The payment for the billing period in question must be effectuated in advance, Fees for exceeding the traffic contingent are invoiced with the next bill.

6. Period of contract

The minimum period of validity of this contract is 6 months, the period of notice is one month, cancellation takes effect by the end of the next month.

Allschwil, June 2010

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