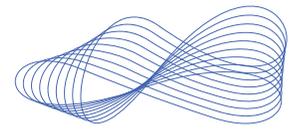


GTC General Terms and Conditions of Netcloud AG January 2011



NETCLOUD

1 Non-Disclosure

1.1 Both parties are under the obligation to treat as confidential any data and information designated as confidential.

2 Delivery Scope

- 2.1 The concluded contract shall be authoritative as to scope and delivery.
2.2 During the performance, both parties may at any time request changes to the agreed service scope in writing.
2.3 Additional expenses due to hardware and software errors, as well as unforeseeable integration problems, are not included.

3 Technical Documents

- 3.1 Netcloud AG retains the ownership and copyrights to all documents. Both parties may only disclose documents to third parties involved in the project roll-out.
3.2 Further use for purposes other than the operation, maintenance and expansion of the respective solution, especially the use for the creation of identical or similar solutions that are not in the direct position of the customer, is prohibited.
3.3 Upon request, any documents for offers that do not culminate in an order shall be returned and/or be deleted electronically.

4 Information Obligation of the Customer

- 4.1 The customer shall duly inform Netcloud AG of special technical requirements and of the statutory, official and other regulations at the destination insofar as these are relevant to the costs, the performance or the use of the products.

5 Prices

- 5.1 Unless indicated otherwise, all prices are quoted in Swiss francs, exclusive of value-added tax.
5.2 Charges, duties and taxes for the re-export are not included in the prices and shall be borne by the customer.
5.3 In the case of exchange rate changes, Netcloud may adjust the prices accordingly.
5.4 The hardware and the fees for the replacement of hardware and software will be charged for upon delivery.
5.5 Appointments that are cancelled by the customer less than one working day in advance will be charged for.
5.6 The way to and from work counts as working time and will be charged for.

6 Payment Terms

- 6.1 Trade-in discounts will be credited to the customer after the complete return of the material.
6.2 Without the need for a separate reminder, late payment shall incur default interest amounting to two percent over the respective discount rate of the Swiss National Bank starting from the due date. Expenses incurred for the reminder and debt collection procedure will be charged for.

7 Lien

- 7.1 Netcloud AG will retain the lien until the payment obligation is fulfilled.
7.2 The customer shall cooperate in measures to protect the property of Netcloud AG.

8 Delivery Deadline

- 8.1 The delivery deadline shall be duly extended:
- in the event of retroactive change of the order
 - in the event of unforeseen obstacles, such as force majeure, official orders, epidemics, mobilisation, war, unrest, major operational disruption, labour disputes, natural disasters, fire, theft
 - in the event of transport delays etc. by the suppliers or forwarders
 - in the event of non-compliance with the contractual obligations, especially of the agreed payment terms, by the customer

9 Acceptance

- 9.1 The customer shall inspect the delivery within five working days and shall report any deficiencies without delay in writing. If the customer fails to do this, the delivery will be deemed approved.

10 Transfer of Risks and Rewards

- 10.1 The risks and rewards shall be transferred upon confirmed surrender to the customer.
10.2 If the shipment is delayed or becomes impossible for reasons for which Netcloud AG is not responsible, the goods to be delivered will be stored for the account and at the risk of the customer.

11 Transport

- 11.1 The customer shall without delay make any complaints in connection with the transport to the carrier upon receipt of the delivery. Netcloud AG shall be informed in writing without delay.

12 Warranty, Replacement of Hardware and Software

- 12.1 The customer expressly accepts the provisions and periods of the manufacturer.
12.2 In the case of replacement shipments, ancillary costs such as the cost of packaging, freight, insurance, taxes, dues, customs, export/transit/other permits and certifications shall be borne by the customer.
12.3 Defective parts must be returned to Netcloud AG within ten days. The return and arrival of the goods at the destination must be documented in writing.
12.4 The period begins upon delivery to the customer.

- 12.5 Damage claims due to deficient maintenance, failure to observe operating instructions, excessive strain, unsuitable utilities, chemical or electrolytic influences, deficient construction and assembly work not performed by Netcloud AG and other reasons for which Netcloud AG is not responsible are excluded. Moreover, events that must be covered by the customer's property insurance, such as fire, natural disasters and water, are also excluded.

- 12.6 The warranty or the replacement of hardware and software will expire if the customer or third parties perform modifications or repairs to the delivery without the written consent of Netcloud AG. Moreover, it will expire if the customer does not promptly take suitable measures to prevent the damage from growing.

- 12.7 The warranty will not expire if Netcloud AG is unable to eliminate the damage within a reasonable period and the customer engages third parties to eliminate the damage, even without the written consent of Netcloud AG.

- 12.8 The replacement of hardware and software shall be renewed by another year unless notice of termination is given by registered mail with three months' notice, effective at the end of a yearly period.

13 On-Call Service

- 13.1 The customer shall grant the service personnel access to the devices.
13.2 During the visit of the service personnel, a qualified employee of the customer who is familiar with the site shall be kept available at the site of the device. If this is not possible, a suitable access/emergency concept must be elaborated.
13.3 On-call missions without an on-call contract or outside the agreed on-call times will be performed as far as possible, subject to payment of a mission fee of CHF 3,850.00. The mission fee does not include the working time and surcharges.
13.4 The on-call contract shall be renewed by another year unless notice of termination is given by registered mail with three months' notice, effective at the end of a yearly period.

14 Liability

- 14.1 Netcloud AG shall be liable in the scope of the respective contract value up to a limit of one million Swiss francs for direct damage that the customer incurs in connection with the fulfilment of a contractually agreed service, provided that he can furnish proof of the fault of Netcloud AG. Any further liability, especially for indirect damage or consequential damage, such as lost profit, additional expenses or personnel costs of the customer, unrealised savings, third-party claims or loss of data and liability for agents and damage from late performance is expressly excluded to the extent that this is permissible by law.

15 Jurisdiction and Applicable Law

- 15.1 The courts of Winterthur, Switzerland shall have jurisdiction.
15.2 The legal relationship is governed by Swiss law.

16 Applicability

- 16.1 These General Terms and Conditions are an integral component of every contractual relationship between Netcloud AG and the customer.
16.2 In the event of contradictions between the contract components, the following order of priority shall apply: 1. contract, 2. these GTC, 3. contract appendices.
16.3 Should any parts of these General Terms and Conditions or of the contracts or supplements be void or become legally invalid, the other parts and provisions shall nevertheless continue to apply. In this case, the void or legally invalid parts of the General Terms and Conditions or individual contracts or supplements shall be interpreted in such a way that the meaning as a whole is preserved.
16.4 These General Terms and Conditions shall apply in all details not mutually agreed otherwise. Special provisions of the customer that contradict these General Terms and Conditions shall only apply if approved in writing by Netcloud AG.
16.5 Netcloud AG reserves the right to adapt the General Terms and Conditions to changed circumstances in future contracts.

In case of doubt the German General Terms and Conditions of Netcloud AG shall be decisive.

Netcloud AG, January 2011

Netcloud AG Winterthur, Schlachthofstrasse 19, 8406 Winterthur
Netcloud AG Basel, Schützengraben 21, 4051 Basel
Netcloud AG Bern, Waldeggstrasse 37, 3097 Liebfeld

T +41 58 344 12 12, F +41 58 344 13 99
info@netcloud.ch
www.netcloud.ch