

General Terms and Conditions of STARFACE GmbH (called STARFACE below)

1. Scope

1.1 The following General Terms and Conditions apply exclusively for contracts between STARFACE GmbH (called STARFACE below) and an entrepreneur in terms of § 14 of the German Civil Code (BGB) (called customer below), provided a more specific contract has not been concluded in writing between the Parties. Other terms and conditions from the customer shall only be effective if they have been confirmed in writing by STARFACE. The General Terms and Conditions of STARFACE GmbH will be published in the Internet at www.starface.de and sent on request. They apply for all future legal transactions with the buyer. Verbal commitments and additional agreements require written confirmation by STARFACE.

Statutory regulations apply for contracts between STARFACE and a consumer according to § 13 of the BGB.

1.2 Changes to these Terms and Conditions will be notified to the customer in writing, by fax or by e-mail. If the customer does not object to this change within four weeks after receipt of the information, the changes shall be deemed to be accepted by them. The customer will be informed separately about the right of objection and the legal consequences of silence in the event of a change in the terms and conditions.

2. Subject of the Contract

STARFACE GmbH develops and sells software-based IP telephone systems. The subject of the contract is the sale and provision in the subscription model (STARFACE 365) of complete software systems (software and hardware) as well as accessories. In addition, STARFACE offers various services for their goods.

3. Description of Services

3.1 Sale or provision in the subscription model of complete systems, software and updates.

The content and scope of services of the delivered goods can be seen from the description of services.

3.1.1 Sale and commissioning of complete systems.

If STARFACE is instructed to commission the entire system, the buyer must provide the required physical, technical, etc. requirements for ensuring the operational readiness of the systems and the telephones.

3.1.2 Sale of software.

The buyer has the simple non-exclusive right to use the purchased software indefinitely in the scope agreed in the contract. For this purpose, the customer will be provided with a copy of the software and a relevant manual in electronic form, which is intended exclusively for own use.

3.1.3 Conclusion of an update contract.

To ensure that the buyer always receives the current program status for the STARFACE software they use from STARFACE, a corresponding update contract with STARFACE is required, in which the services are defined. In the event of default of payment, the update service can be suspended by STARFACE until the complete payment has been made.

3.2 Support services

3.2.1 If STARFACE provides support services for the buyer for the STARFACE software used by the buyer without a corresponding support contract having been concluded, these services shall be charged

on an hourly basis. The prices in the current Support Price List apply and can be viewed here: www.starface.de. Charges are made on a ¼-hourly basis.

3.2.2 If the parties conclude a support contract, STARFACE will provide the services defined in more detail in this contract. Before a support contract is signed, an update contract must first be concluded. In the event of default in payment by the buyer, STARFACE can suspend the execution of the support services until the complete payment has been made.

3.3 Partner Contract

The partner contract is concluded with the completion and signing of a separate partner agreement. This contains the sale of the STARFACE product range (software, hardware and services) as well as the mediation of software update and support contracts.

3.4 Contract for Cloud Computing.

With a Cloud Computer contract, STARFACE offers its partners Internet services in the STARFACE cloud, both for the use of STARFACE software and hardware as well as the allocation of storage space. In order to conclude this contract, the partner must be certified as a STARFACE Certified Partner. The scope of services and the mutual rights and obligations are specified in the contract for Cloud Computing, which must be concluded separately.

4. Conclusion of Contract and Electronic Declarations of Intent

4.1 The contract comes into effect when the respective contract is signed, and failing this, upon receipt of the written order confirmation by STARFACE, when the goods/services are delivered or as soon as the customer has taken notice of the contractual provisions of the respective contract on the website www.starface.de and has sent an offer to conclude a STARFACE contract with STARFACE by mouse-click on the corresponding order button and this has been accepted by STARFACE either in writing or by e-mail.

4.2 The customer acknowledges that their electronic declarations on the website www.starface.de of STARFACE GmbH represent their consent to the conclusion of the present contract and express their intention to be bound by this contract and to make the respective payments for this contract and transactions. The customer declares, with their consent, their intention to be bound to electronic declarations. Such consent shall cover all documents referring to all transactions performed within the framework of the STARFACE contract, including declarations of withdrawal or termination. The customers themselves are responsible for any hardware and software that is required to access electronic documents from this contractual relationship and to retain these.

5. Supplies and Services

5.1. The right to partial deliveries and partial services and their billing remains reserved, if nothing else has been agreed in writing.

5.2. Agreed delivery dates and times of performance are deemed to have been complied with if the contractual product has been delivered to the carrier at the agreed delivery time or the service has been offered at the agreed time, provided no other express written agreements have been made.

5.3 If STARFACE does not provide the delivery in compliance with the contract or does not adhere to the time of performance in compliance with the contract, the customer must set STARFACE a grace period to provide the service. Otherwise they are not entitled to terminate the contract.

5.4. The delivery date and the time of performance shall be agreed according to the expected capacity of STARFACE and are subject to unforeseen circumstances and hindrances, regardless of whether these occur at STARFACE or at the manufacturer, such as force majeure, government measures, non-issuance of official approvals, all types of industrial action, sabotage, lack of raw materials or delayed material deliveries without fault. Such events prolong the delivery date accordingly, even when they

occur at a point when a delay has already occurred. If STARFACE falls behind with a delivery, the customer can withdraw from the part of the contract that has not yet been delivered after an appropriate period of grace set in writing to STARFACE has expired.

5.5. If not otherwise agreed, STARFACE is entitled but not obliged to insure the goods to be dispatched at the customer's expense, against all transport hazards. This, as well as any payment of transport costs, does not have any impact on the transfer of risk.

5.6 An agreement on the postponement of delivery dates or the time of performance must be made in writing. If the delivery date or the time of performance is postponed by more than four weeks at the customer's request, STARFACE is entitled to demand an advance payment from the customer in the amount of 50% of the order value.

6. Legal Consequences of Cancellation, Refusal of Acceptance and Default of Acceptance

If the customer cancels an order that has been confirmed by STARFACE either completely or in part, without being entitled to do so, or refuses acceptance of ordered contractual goods completely or in part despite a period of grace of 10 days, STARFACE is entitled to withdraw either completely or in part from the contract without further notice and regardless of the conditions of § 323 Paragraph 2 of the BGB and to demand a flat rate compensation in the amount of 30% of the order value of the cancelled or non-accepted contractual goods from the customer. The customer is entitled to provide evidence that the damage incurred by STARFACE is considerably less than the flat rate claim for damages. Alternatively, STARFACE is also entitled to calculate the damage incurred by the customer's cancellation or refusal of acceptance precisely. Further rights of STARFACE shall not be excluded by the aforementioned regulation.

7. Acceptance and Transfer of Risk when Purchasing Goods

7.1. The customer must diligently check the goods immediately after receipt for completeness and conformity according to the invoice. If no complaints are lodged within a time limit of 8 days after receipt of the delivery, the goods are deemed to have been accepted. The complaint must contain a precise description of the notified defects. This obligation also applies to the customer if the goods are intended for resale. Recognizable defects must be reported immediately to a forwarding agent, the post office, the railways, etc., if they have been involved in delivery. Where hidden defects are concerned, the time limit mentioned above commences from the point at which these defects first manifest themselves. After the time limit mentioned above has expired, complaints will no longer be recognized.

7.2. Insignificant defects that do not impair the functionality of the delivery object do not entitle the customer to refuse acceptance.

7.3. The risk is transferred to the forwarding agent, the parcel/mail service or their representatives when the contractual product is handed over. This provision shall also apply to returns after rectification of defects or service against payment.

8. Prices and Terms of Payment

8.1. The prices in the respective valid price lists and offers are ex stock. Statutory sales tax and other statutory fees in the country of delivery, such as packaging, transport costs and transport insurances are charged to the customer in addition.

8.2. Payments are due within 14 days after billing, strictly net. The invoice is submitted at delivery. Bills of exchange and checks are only accepted on account of performance.

8.3. STARFACE sends the customer invoices via e-mail. STARFACE will also send the invoice by post to the customer on request. The costs incurred for postage shall be borne by the customer.

8.4. STARFACE is entitled, despite contrary provisions of the customer, to first offset payments against the customer's older debts. If costs and interest have already been incurred by delays, STARFACE is entitled to first offset the payment against the costs, then the interest and finally the main services.

8.5. Offset or assertion of a right of retention by the customer due to counterclaims by STARFACE that have not been recognized or legally established are excluded.

8.6. If the customer exceeds the payment date specified in Item 8.2. or a payment date agreed separately with STARFACE in writing, this will result in all payment entitlements of STARFACE from the business relationship with the customer being due immediately if STARFACE has agreed payment in installments for the claims.

9. Retention of Title

9.1. The contractual goods delivered to the customer shall remain the property of STARFACE until all claims that STARFACE is entitled to arising from the business relationship with the customer have been settled in full.

9.2. The customer is revocably entitled to pass on the reserved goods in the ordinary course of business under reservation of title, but not to pledge or transfer by way of security in any form. If third parties access the reserved goods, the customer must indicate that this is STARFACE's property and inform STARFACE of this in writing. In the event of resale to third parties, the customer is responsible for the third party taking STARFACE's rights into account. If the third party does not take STARFACE's rights into account, the customer will be liable to STARFACE for the damages incurred.

9.3. In the event of delay of payment or financial collapse of the customer, STARFACE may enter the business premises of the customer to assert the reservation of title for the reserved goods and take possession of the reserved goods, without the need for a further time limit or to comply with the conditions laid down in § 323 Paragraph 2 of the BGB.

9.4. Insofar as STARFACE, in exercising the reservation of title, secures contractual goods at the customer's premises or those of third parties, this shall not be deemed as a withdrawal from the contract.

9.5. The customer shall assign their claims in advance from the forwarding of the reserved goods to STARFACE, in the respective invoice value of the reserved goods, at the time of the order. The customer is entitled and obliged to collect outstanding payments within the ordinary course of business. The customer shall define the assigned claims at the request of STARFACE. STARFACE may, in order to secure its payment claims, disclose this assignment if the customer defaults on payments or suffers financial collapse.

9.6 If the value of the securities exceeds the payment claims of STARFACE by more than 20%, STARFACE shall release the exceeding part of the securities at the request of the customer.

9.7. Objects delivered for test and demonstration purposes shall remain the property of STARFACE. They may only be used by the customer under a separate agreement with STARFACE. Further claims by STARFACE will not be excluded as a result.

9.8 If a STARFACE partner has concluded a contract with a customer in accordance with No. 3.3 of these provisions, the latter shall also be obliged to agree the above provisions on the retention of title with the customer.

10. Warranty

10.1. If the delivered goods are defective, the customer is entitled, within the framework of legal regulations, to demand subsequent performance in the form of removal of defects or delivery of a defect-free item. STARFACE is entitled to choose the type of subsequent performance.

10.2. The prerequisite for any warranty rights is that the customer duly meets all due inspection and complaint obligations according to § 377 of the German Commercial Code (HGB).

10.3. Information from STARFACE on the products and services are only specifications of properties. The technical data and descriptions of products in the product information alone do not constitute an assurance of particular properties or a corresponding guarantee. An assurance of properties in the legal sense or a guarantee is only given if the respective information from STARFACE has been confirmed in writing as such.

10.4. The parties are aware that it is not possible according to the state of the art to exclude software errors under all conditions of use. STARFACE does not guarantee that the program functions meet the requirements of the customer or that they function together in the selection made by the customer.

10.5. In particular, excluded from the warranty are any defects or damages that are attributable to: operational wear and tear and normal wear and tear, improper use, operating errors, operation with the wrong type of voltage or current, fire, lightning, explosion or network-related overvoltage, moisture of any kind and any consumable parts. The warranty shall also become void if the serial number, type designation or similar marks are removed or made illegible.

10.6 The warranty does not apply if the customer themselves or a third party has modified the delivered goods or services, unless they prove that these modifications are not the cause of the defect.

10.7. These warranty claims against STARFACE start with the delivery of the goods and expire in 12 months, except in the case of claims for damages. They are not transferrable. Irrespective of this, STARFACE passes on to the customer in full any further guarantee and warranty promises made by the manufacturer, without itself being liable for them.

10.8. If the examination of a notice of defect shows that a warranty case does not exist, STARFACE is entitled to demand compensation for all expenses.

10.9. If demonstration devices or used items are delivered, any warranty shall be void.

10.10. The above limitations of the warranty do not apply if STARFACE has acted with intent or gross negligence, fraudulently concealed the defect causing the damage or assumed a corresponding guarantee for the quality of the goods.

10.11 If a partner of STARFACE has concluded a contract with a customer in accordance with No. 3.3 of these provisions, the partner is obliged to agree the above provisions on warranty rights with the customer as long as the customer is an entrepreneur in terms of § 14 of the BGB.

11. Warranty for Rental Contract

11.1 STARFACE shall provide the respective partner with the rented software, appliances and/or third-party hardware/software for the time agreed under contract. STARFACE shall provide and receive the software and appliances in the condition as specified in the contract.

11.2 . Information from STARFACE on the products and services are only specifications of properties. The technical data and descriptions of products in the product information alone do not constitute an assurance of certain properties of a corresponding guarantee. An assurance of characteristics or a guarantee is only given if the respective specifications of STARFACE have been confirmed as such in writing.

11.3 The parties are aware that it is not possible, according to the state of the art, to exclude software errors under all conditions of use. STARFACE does not guarantee that the program functions meet the requirements of the partner or function together in the selection made by the partner.

11.4 Liability without fault for defects that were already present before the conclusion of the contract is excluded. STARFACE's liability for defects that were caused neither deliberately nor grossly negligently by STARFACE is excluded.

11.5 The partner shall support STARFACE in determining and eliminating the defects and immediately grant access to the documents from which the detailed circumstances of the occurrence of the defect can be seen.

12. Liability

12.1. STARFACE is liable to the customer for intent and gross negligence. Furthermore, STARFACE is liable for the negligent breach of obligations whose fulfillment makes the proper execution of the contract possible at all, whose breach endangers the achievement of the purpose of the contract and on whose compliance the customer regularly relies. In the latter case however, STARFACE is only liable for the foreseeable, contract-typical damage. STARFACE is not liable for a slightly negligent breach of obligations other than those mentioned above.

12.2. The above-mentioned exclusions of liability do not apply in the event of injury to life, body and health. Liability under the Product Liability Act remains unaffected.

12.3 The buyer is responsible for regularly backing up their data and software. Liability for loss of data is thus restricted to the typical restoration effort that would have occurred with regular and appropriate data backup.

13. Export and Import Licenses

13.1. Products and technical expertise delivered by STARFACE are intended for use and retention in the country of delivery agreed with the customer. The re-export of contractual products – either individually or in system-integrated form – may be subject to approval by the customer and is subject to the foreign trade regulations of the Federal Republic of Germany or the other country of delivery agreed with the customer. The customer must independently inquire about these provisions according to regulations at the Federal Office of Economics and Export Control, 65760 Eschborn/Ts 1, and according to US regulations at the US Department of Commerce, Office of Export Administration, Washington, D.C. 20230. Irrespective of whether the customer states the final destination of the delivered contractual products, it is the customer's own responsibility to obtain any necessary approval from the relevant foreign trade authorities before exporting such products.

13.2. Any further delivery of contractual products by customers to third parties, with and without the knowledge of STARFACE, also requires the transfer of the export license conditions. The customer is liable for the proper observance of these conditions to STARFACE.

14. Data Protection

14.1. All the personal data provided by the customer (form of address, name, address, date of birth, e-mail address, phone number, fax number, bank data, credit card number) is used exclusively in compliance with the provisions of German data protection law.

14.2. The personal data, if required for the justification, content design or changes to the contractual relationship (master data), is used exclusively to process the contracts concluded between STARFACE and the customer, for example, for delivering goods to the address provided by the customer. Any use of the master data beyond this for the purposes of advertising, market research or for needs-based design of STARFACE's offers requires the customer's express consent. The declaration of consent is completely voluntary and can be revoked at any time.

14.3. The personal data required to enable utilization of STARFACE's offers and in order to be able to settle accounts (usage data), will first also be used to process the concluded contracts. Such usage data includes, in particular, the characteristics identifying the customer as a user, details on the start and end dates as well as on the scope of the respective usage and details on the telemedia utilized by you as a user. STARFACE will also use such usage data for the purposes of advertising, market research and the needs-based design of STARFACE telemedia to create usage profiles using pseudonyms. The customer is entitled to and has the option to revoke this utilization of their usage data.

14.4. If the customer requires more information or wants to call up or revoke the consent expressly issued to use the master data, or wants to revoke the use of usage data, they can contact a STARFACE employee at the phone number 0721-151042-0 or at the e-mail address info@starface.de.

15. General Provisions

15.1. The customer is not entitled to assign any claims from the contract.

15.2. The place of performance and jurisdiction for all disputes arising from or in connection with this contract is Karlsruhe, insofar as the customer is a business person, legal entity under public law or a special fund under public law. However, STARFACE is entitled to sue the customer at a different statutory place of jurisdiction.

15.3. The law of the Federal Republic of Germany applies, excluding the UN sales law. The Uniform Law on the International Sale of Goods (EKG), the Uniform Law on the Formation of Contracts (EAG) as well as the Vienna UN Commission on International Trade Law (UNCITRAL) are excluded.

15.4. Orders are processed using an automatic data processing system. The customer hereby issues their express consent to process and store any data that has become known to STARFACE during the contractual relationship and is required for order processing.

15.5. Any amendment or addition to the contract must be made in writing to be effective. A fax or a registered letter shall suffice as the written form under this contract.

15.6. If individual provisions of these General Terms and Conditions are or should become ineffective, this will not affect the other provisions. This will be replaced by a valid provision that comes as close as possible to the economically intended purpose of the invalid provision, in coordination between STARFACE GmbH and the buyer. The above provision applies accordingly in the event of loopholes.