

General Legal Terms and Conditions

of the

BD Web Services

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in conjunction with administration

by the

Durst Group AG

Julius-Durst-Strasse 4, 39042,

Brixen/Bressanone, Italy

Preamble

(1) BD WEB SERVICES makes storage space available to the client for the storage of data of the client and for retrieval via the internet by means of appropriate protocols (for example HTTP, HTTPS, SMTP, POP, IMAP, FTP). Further details result from the offer selected by the client.

(2) Only business customers are accepted by BD WEB SERVICES as clients. The use of the services of BD WEB SERVICES by consumers is excluded and private use of the services is prohibited.

(3) These General Terms and Conditions apply to the use of the services of BD WEB SERVICES under administration by the Durst Group. Outside the administration of the Durst Group, the general terms and conditions of BD WEB SERVICES apply, which can be found at <https://www.bdwebservices.com/tos>.

1: Services of the BD WEB SERVICES

(1) For the provision of the services, BD WEB SERVICES operates technical facilities, which the customer is entitled to use to the extent specified in the selected offer.

(2) For the duration of the contract, the customer receives a simple, non-transferable right of use for the services provided.

(3) BD WEB SERVICES is responsible for the functionality of the server systems within the scope of the agreement and to the extent that this is technically possible and reasonable. Further obligations, such as the granting of certain reaction or fault clearance times, can be regulated in the offer selected by the customer or in a separate Service Level Agreement.

(4) If the client wishes to use data or programs on the server other than those agreed, this requires the written consent of BD WEB SERVICES. BD WEB SERVICES will not refuse such consent unreasonably.

(5) The scope of the data that can be stored and retrieved is based on the physical limits and the performance characteristics agreed in the offer. Should the server system be used to capacity, BD WEB SERVICES is not obliged to provide a new or additional server system, unless this is expressly stated in the selected offer.

(6) The availability of the systems (retrievability) is defined as an annual average of 99.5% or more. If the value of 99.5% is fallen below within one year, the client will notify BD WEB SERVICES of this. This does not include the firmly defined or announced maintenance times, as well as failures of networks of other operators or due to force majeure, for which BD WEB SERVICES is not responsible.

(7) If BD WEB SERVICES intends to use more powerful hardware and software, the client will be informed in good time, insofar as this results in changes for services owed under the contract. If the expansion and improvement of the services of BD WEB SERVICES is associated with an increase in the monthly remuneration, the customer is entitled to extraordinary termination of the contract with effect from the time the price increase takes effect.

(8) Special services, such as consulting, programming services, error analysis of data used by the customer, or the blocking and unblocking of services, for example after unauthorized external access, are usually charged by BD WEB SERVICES at a rate of 240,-EUR plus VAT per hour, unless otherwise agreed. Special services are invoiced per half hour or part thereof.

(9) In the case of a blocking of services or systems due to a justified suspicion of misuse of the services or systems by the client or by third parties (in particular if security gaps are exploited by data provided by the client), BD WEB SERVICES will charge a net fee of 69,-EUR for the suspicion check, 79,-EUR for the blocking and password change of a user account or server, 69,-EUR for the backup of log files, 69,-EUR for the deletion of the mail queue or testing of program scripts net 58,-EUR, for sending information to the client and general processing net 59,- EUR and for unblocking user accounts or servers net 69,-EUR, for example in the event of an acutely exploited security gap of a common content management system by a third party, which has not been secured according to the state of the art, an amount of 403,-EUR net plus VAT shall be due for the implementation of the above-mentioned security measures.

(10) Any contractual penalty that may be incurred shall not be credited against the amount stated in the preceding paragraph. The contractual penalty, insofar as it has been forfeited, is independent of the calculation for the implementation of the security measures. However, it may be charged with the same invoice.

2: Obligations of the Principal

(1) Since BD WEB SERVICES only accepts companies as clients, it is imperative that the client is not classified as a consumer. Consumers are strictly rejected by BD WEB SERVICES. If an entrepreneur loses his status as an entrepreneur during the term of the contract and is to be classified as a consumer, he must notify BD WEB SERVICES of this immediately. If a client is acting as a consumer, BD WEB SERVICES

is entitled to an extraordinary right of termination, with effect from the time of the occurrence of consumer status.

(2) The Client shall be liable for all claims of any kind asserted by third parties in connection with the data, unless he can prove that he is not responsible for the act or omission causing the damage.

(3) The customer will not, using the services provided by BD WEB SERVICES, introduce or publish any content on the internet or otherwise refer to it, which would violate legal regulations, the personal rights and property rights of third parties or offend common decency. In particular, the customer will ensure that the contents of the website do not endanger children or young people.

(4) The customer shall continue to observe the copyrights of third parties and shall not offer any other prohibited content, in particular child pornography or right-wing or left-wing extremist political propaganda. Furthermore, the client is prohibited from transmitting files or messages via or to the technical equipment of BD WEB SERVICES that describe or depict sexual acts - in any form whatsoever.

(5) The client is solely responsible for the content of the data. The client will indemnify BD WEB SERVICES from all claims of third parties, which are asserted against them due to the legal inadmissibility of the content.

(6) BD WEB SERVICES may be obliged by law to support the investigations of the authorities if they suspect criminal violations or violations of other security regulations.

(7) BD WEB SERVICES does not review the legality of these official orders. Only in the case of obviously recognizable unlawfulness of such orders will BD WEB SERVICES defend itself against them in an appropriate form and inform the client accordingly. In this case, a claim against the client is based on the legal provisions governing management without mandate.

(8) If the client violates the obligations mentioned here and introduces illegal contents into the internet, BD WEB SERVICES reserves the right, without prejudice to the assertion of other claims, to remove the data contents, provided that the client does not remove them himself immediately after becoming aware of them.

(9) In order to avoid criminal or civil law consequences directed against it, BD WEB SERVICES will temporarily block the contents in the event of sufficient suspicion of illegality, which may lie in the commencement of police investigations, if the client does not remove the contents himself immediately after becoming aware of them. BD WEB SERVICES will temporarily remove the contents until the suspicion is invalidated. whereby the client is entitled to prove at any time that the contents are legal. During the temporary removal of the data content. BD WEB SERVICES may, at its discretion,

offer the client the option of loading other content in the agreed storage space. Blocking only be carried out without prior warning or setting of a deadline for comment, if the illegality is obvious and/or danger is imminent.

(10) Furthermore, BD WEB SERVICES is entitled to permanently delete or remove the contents if they are insulting or discriminatory, or if they violate applicable law in any other way. This applies in particular to punishable contents that offend common decency. This permanent deletion can be considered, provided that a right to termination without notice would also be given and BD WEB SERVICES has previously issued a warning to the client. However, a warning is not required if the breach of duty is so significant that further storage of the contents is unreasonable for BD WEB SERVICES.

(11) BD WEB SERVICES reserves the right to completely or partially deactivate files, the server or other technical equipment of the client provided by BD WEB SERVICES, if they considerably impair the security or functionality of the technical equipment. As long as there is no imminent danger, the client will be given the opportunity to remedy the disruption immediately and completely.

(12) BD WEB SERVICES will offer the client, at its discretion, to allow other programs and contents to work on the server, for which no impairment of functionality is to be feared.

(13) The data are to be transmitted by the client in the agreed structure.

(14) BD WEB SERVICES draws the attention of the client to the fact that, in addition to the obligations arising from other legal regulations (e.g. labelling), providers of web pages or files accessible via the Internet are, in the case of a commercial teleservice company, subject to various legal requirements in accordance with the laws of Italy and the European Union.

(15) The provider's technical facilities are used simultaneously by several customers. The customer is generally prohibited from using the technical equipment to an extent far beyond the normal use of shared computer systems. A maximum of 250 electronic messages (e-mails) per account may therefore be sent / received daily; the data transfer volume from website access may not exceed 100 GB per month. The customer is not entitled to use services or systems of BD WEB SERVICES to send messages (especially those of a promotional nature) to third parties without their express consent.

(16) Non-observance of the rights of use or infringement of the same constitutes misuse of the services.

(17) In the event of misuse of the services or facilities by the Customer, BD WEB SERVICES is entitled to immediately cease providing the services without warning. The customer alone is liable for any damages that may arise from the misuse.

(18) If client uses software, content management systems and/or other executable data uploaded and/or installed by him, the client is solely and fully responsible for the security of the systems used. The client must take all reasonable measures which appear to exclude or reduce security risks. For example, the administration directory of a CMS installation must be protected against third party access by means of a .htaccess file, as the security gaps of the last few years have shown that the protection only by the CMS own login area is insufficient and many security gaps could not have been exploited if the directory itself was protected on the server side against third party access by means of a .htaccess file.

(19) Insofar as BD WEB SERVICES carries out the registration formalities of a unique internet address (domain name) for the client, BD WEB SERVICES will only act as an intermediary vis-à-vis the respective domain authority or other organizations for domain allocation. The conditions for the allocation of names of the respective responsible organization apply. The client is responsible for the observance of the rights to the name. The BD WEB SERVICES is released by the customer from claims for compensation by third parties, which are based on the unauthorized use of a domain name or an internet address. If the fees for the rights to the name or the use of the name are not included in the offer chosen by customer, they will be charged separately from other services of BD WEB SERVICES. The amount of these fees is always available on an information page set up by BD WEB SERVICES for this purpose, on the internet. The customer has the right, after proper termination of the contractual relationship, to continue the domain name with another provider or independently.

(20) The customer is not entitled to make the services or systems of BD WEB SERVICES available to his employees or third parties for private use. The services may only be used by companies within the scope of their original commercial activities. Deviations from this regulation are only possible in so far as they have been expressly agreed (in the offer or individually); an operational practice or other customary deviation from this regulation is not permitted.

(21) Insofar as the client processes personal data through services or on the systems of BD WEB SERVICES, he must securely encrypt this data in accordance with the state of the art and ensure that the corresponding keys for decryption are processed or used outside the services or systems of BD WEB SERVICES. At no time should BD WEB SERVICES be able to access personal data. Deviations from this regulation are only possible if they have been expressly agreed upon (in the offer or individually); a company practice or other customary deviation from this regulation is not permitted. In such cases, corresponding contracts for commissioned data processing must be signed.

(22) If the client determines that the services or systems owed in accordance with the contract are disturbed by circumstances that could fall within the area of responsibility of BD WEB SERVICES, the client is obliged to notify BD WEB SERVICES of the disturbances immediately in text form or in writing.

(23) The client is obliged to provide BD WEB SERVICES with up-to-date, correct and complete data. With regard to any changes to this data, the client undertakes to inform BD WEB SERVICES of these changes immediately. If the client cannot or can no longer be contacted at the contact data provided and cannot be directly identified by BD WEB SERVICES, BD WEB SERVICES is entitled to immediately discontinue the services and, if necessary, to delete the domain names registered for the contractor at the registration office. The domain names will thus become available for registration and use by third parties. If the contact data of the client is no longer correct, BD WEB SERVICES will charge an amount of 89,-EUR plus VAT for necessary investigations.

(24) The client is obliged to always use access data that is in accordance with the state of the art, especially with regard to password security. The access data made available by BD WEB SERVICES are to be understood as temporary access data, which are to be changed immediately by the customer. As a rule, BD WEB SERVICES sends out simplified access data for the initial setup of the respective user account. These simplified access data are not considered to be a benchmark for the state of the art, but serve only to facilitate rapid set-up by the customer.

3: Secondary obligations of the BD WEB SERVICES

(1) BD WEB SERVICES may temporarily shut down the websites or servers for scheduled maintenance work on its technical equipment. Maintenance work is always carried out after prior notice, shutting down without prior notice is not permitted, unless BD WEB SERVICES or associated vicarious agents are not responsible for this circumstance and/or it is due to force majeure.

(2) BD WEB SERVICES is obliged to process reported defects within two working days. The client is to be informed of this after the defect has been remedied.

(3) Insofar as BD WEB SERVICES states in an offer to make data backups, the statement refers to data backups in the event of a server failure with accompanying complete restoration. The data backups are not made specifically for the individual client, unless this has been expressly agreed. Therefore, unless otherwise agreed, a backup for a single client can only be made in individual cases and is usually charged, unless otherwise agreed, at 249,- EUR plus VAT per data stock to be backed up, which has been created under the affected username of the client.

(4) In order to protect the technical facilities of BD WEB SERVICES in the best possible way, a temporary restriction of the registration option is made if a limit is exceeded at defined failed logins. The limits are

determined at the discretion of BD WEB SERVICES according to the respective state of the art. These measures serve to prevent so-called "brute-force" attacks, which try out individual combinations of usernames and passwords one after the other. This protection of the technical equipment can, however, also be triggered by a client entering incorrect access data several times in a short period of time in succession during login. As a rule, the respective user account is blocked for 30 minutes for the respective IP address. Particularly in the case of password changes within a company, it must therefore be ensured that, if a single source IP address is used, access is deactivated on all computers before the change and only reactivated after the change with new access data; this applies in particular to the common e-mail clients, which automatically connect to the technical equipment of BD WEB SERVICES at short intervals. Whitelisting of an IP address is possible and is usually charged at 149,-EUR per day plus VAT per IP address. Whitelisting is generally only carried out on specific request.

4: Management by the Durst Group

- (1) The administration of the customers' respective services is carried out by the Durst Group.
- (2) Administration means that the contract is awarded by the Durst Group in the name and on behalf of the customer. Furthermore, the companies of the Durst Group are named by the principal as representatives vis-à-vis BD WEB SERVICES.
- (3) Unless otherwise individually agreed, Durst Group will be named as the person responsible to third parties, in particular as the domain holder vis-à-vis registries.
- (4) Durst Group shall pay to BD WEB SERVICES for the services listed in the offer the remuneration stated in the offer plus the applicable value added tax in the name and on behalf of the customer. In the event of a delay in payment of more than one month on the part of the Durst Group, BD WEB SERVICES will directly request payment from the customer. If the ordering party likewise fails to meet its payment obligations within one month, BD WEB SERVICES is entitled to temporarily suspend services. The unblocking will take place after receipt of payment of the entire outstanding amount, including any subsidiary claims. A suspension of services due to default of payment does not release the customer from the obligation to pay. The same shall apply in the event of dishonor of cheques, direct debits, suspension of payments, bankruptcy and the customer's request for a settlement. In the event that a direct debit or cheque is not honored, and payment is delayed, the provider shall be charged administrative costs of 39, -EUR plus VAT to cover the increased administrative costs.

5: Warranty rights

- (1) BD WEB SERVICES warrants that its services are free from defects that more than insignificantly restrict or cancel the functional capability of the technical equipment.
- (2) The scope of the data that can be stored and retrieved depends on the physical limits and the performance characteristics of the hardware and software used, as agreed in the offer.
- (3) In the event of the occurrence of errors that lie within the area of responsibility of BD WEB SERVICES, in particular errors relating to the storage of data on the server, the customer is released from the payment of the remuneration for said time, or the customer can reduce the remuneration accordingly. Claims for damages remain unaffected.
- (4) An abstention from the contract or a right to extraordinary termination with regard to the entire contract is only considered if the continuation of the contractual relationship is unreasonable or a not only insignificant breach of contractual obligations continues despite a warning setting of a deadline.
- (5) A warning notice is not necessary if the breach of contractual obligations is so serious that a warning notice does not appear suitable to end the breach of obligations and/or restore confidence, prior to such an extraordinary termination of the contract. BD WEB SERVICES is regularly entitled to two attempts to remedy the defect in relation to the respective defect.
- (6) BD WEB SERVICES is no longer obliged to provide a warranty if the client enters data or programs on the storage space provided, which impair the security or functionality of the server system to a not inconsiderable extent.
- (7) However, the customer is entitled to demonstrate and prove that the setting of his programs or data had no connection to the errors that occurred, and does not significantly impede analyses, such as the correction of the error.

6: Liability

- (1) BD WEB SERVICES has unlimited liability for damages caused by intentional or grossly negligent behavior on the part of BD WEB SERVICES or its vicarious agents.
- (2) In the case of violation of contractual obligations that are indispensable in order to achieve the goal of the contract (cardinal obligations), BD WEB SERVICES is also liable in cases of slight negligence. In the latter case, liability is limited to the damage typical for the contract. The damage typical for the contract is 50,- EUR per 24 hours of total loss, unless a higher or lower damage typical for contract is agreed in the selected offer or additionally concluded Service Level Agreement. In the event of a

failure, the typical contractual damage shall be calculated on the basis of the severity of the failure (affected services in relation to unaffected services) and the time in minute-based billing.

(3) Liability under the Product Liability Act, for fraudulent conduct and for personal injury shall remain unaffected.

(4) Liability can be agreed upon differently in the offer.

(5) BD WEB SERVICES is only liable for the replacement of data in accordance with the differentiations described above, if the customer has taken the usual and reasonable precautions for data back-up and has ensured that the data can be reconstructed with reasonable effort. In particular, the customer is obligated to take appropriate and state-of-the-art protective measures to prevent data from being affected by computer viruses or similar phenomena that could render data unusable.

(6) Any contributory negligence on the part of the client shall be credited to the client. This is particularly the case if the client does not create and maintain the technical prerequisites required on the site for the use of the contractual services and/or fails to provide the usual and reasonable protection of the data and the usage environment against computer viruses and comparable dangers.

(7) The liability for guarantees remains unaffected.

7: Obligation of secrecy

(1) BD WEB SERVICES has to oblige its employees to maintain secrecy in the context of the performance of their duties with regard to information obtained from the customer and also to maintain data secrecy.

(2) The client will inform BD WEB SERVICES in good time, if data/information that is to be kept particularly secret is to be observed and subjected to special secrecy, especially in the area of company and business secrets.

8: Contract period and termination

(1) A minimum contract period of 12 months is agreed upon, unless another minimum contract period is specified in the offer.

(2) Either party may terminate the contract by giving two months' notice to the end of the contract period. The termination must be in written form. If the contract is not terminated, the contract term shall be extended by 12 months in each case. Here, too, a period of notice of 2 months to the end of the respective contractual term shall apply.

(3) If the customer is in arrears with payment of the remuneration or a not insignificant part of the remuneration for two consecutive months, BD WEB SERVICES may terminate the contractual relationship without notice. The same applies if the client is in arrears with the payment of the remuneration for a longer period of time in an amount that equals the remuneration for two months. BD WEB SERVICES reserves the right to further claims due to default of payment.

(4) Each party is entitled to terminate the contract for good cause. Good cause shall be deemed to exist if the continuation of the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both parties, is unreasonable until the agreed termination or until the expiry of the period of notice. A warning notice must be issued prior to such termination, unless success is not to be expected or the relationship of trust is so permanently disrupted that immediate termination of the contract appears justified.

(5) Good cause is deemed to be in particular

- if the other party becomes insolvent, if a petition for the opening of insolvency proceedings is filed against it and is not rejected as unfounded, if the opening of insolvency proceedings is rejected for lack of assets or if it has to affirm the correctness of its list of assets on oath;

- if the other party breaches contractual obligations and this breach is not terminated within a reasonable period of ten working days upon written request by the other party. A warning notice or setting of a deadline is not necessary, if the continuation of the contractual relationship appears to be unreasonable due to the severity of the breach of duty, if success cannot be expected, or if immediate termination appears to be justified after weighing the interests of both parties, whereby in the case of a defect in the services of BD WEB SERVICES, the right to rectification of the defect is regularly granted twice. Termination without notice is generally not possible if the breach of contractual obligation is insignificant, so that after weighing all circumstances, termination without notice does not appear appropriate.

(6) For the customer, an important reason shall also be deemed to exist if it is impossible for the contractor to provide the agreed services for the customer for more than three working days due to force majeure.

(7) If the expansion or improvement of the services of BD WEB SERVICES is associated with an increase in the monthly remuneration, the client has the right to extraordinary termination at the time the price increase takes effect.

(8) At the end of the term or upon termination for other reasons, BD WEB SERVICES will delete without further ado all data and programs of the customer on the technical equipment of BD WEB SERVICES.

Furthermore, BD WEB SERVICES deletes or terminates the internet addresses (domain names) used by the client at the corresponding registration office, unless the client takes over these addresses himself or through third parties by means of a suitable transfer application. After termination of the contract, the domain names will thus become available for registration and use by third parties. If it is the will of the customer to continue to use the domain name(s) after termination of the contract, BD WEB SERVICES must be notified in writing in good time, at the latest 14 days before termination of the contract. The customer alone is responsible for any necessary formalities and compliance with the registration conditions, as well as the provision of the technical prerequisites to the respective office, which enable the continuation of the internet addresses (domain names) by the customer or his then commissioned third party, after termination of the contract with BD WEB SERVICES. A corresponding transfer application for further use of the internet address must be received by the responsible registration office at least 10 days before termination of the contractual relationship with BD WEB SERVICES. The client alone is responsible for adherence to this deadline.

9: Contractual penalty

(1) Without prejudice to further claims, the customer will pay BD WEB SERVICES a contractual penalty in the amount of 400,-EUR (in words: four hundred euros) plus VAT for each case of culpable violation of the obligation laid down in this contract in §2 and §7 section 2. The assumption of a continuation connection is excluded. The contractual penalty shall be deemed forfeited anew for each commenced day of the culpable infringement.

(2) In the event that one party is unable to perform the service owed despite all reasonable efforts due to force majeure (in particular war, strike and natural disasters), it shall be released from its obligations to perform for the duration of the hindrance. The obligations to perform shall be revived, especially after the removal of the impediment to performance.

10: General provisions

(1) The commercial terms of this Contract shall be exclusively subject to the laws of the State of Massachusetts, USA and any disputes relating to this Contract shall be resolved in the Courts of the State of Massachusetts. Notwithstanding the forgoing, BD WEB SERVICES shall ensure that it complies with all of the requirements, laws and obligations of the European Union and the country of Italy in connection with the services it will be delivering to Durst.

(2) General terms and conditions or conditions of purchase of the Client are not deemed to be agreed, unless the conditions have been expressly agreed in writing or in text form. The rules on commercial letters of confirmation do not apply to the agreement; insofar as BD WEB SERVICES has remained silent about the agreement of general terms and conditions or conditions of purchase of the contractor, these are not considered to be agreed.

(3) Amendments or supplements to these terms and conditions of business or to the provisions of the order shall only be effective if they are agreed in text form or in writing. This also applies to any charge to this text form or written form clause.

(4) All prices quoted are net prices, unless otherwise stated. Should the rate of value added tax change during the term of the contract, the final price will be adjusted accordingly.

(5) The contractual language is English. If there are deviations from the English version in translation aids provided by BD WEB SERVICES, the English version prevails.

(6) BD WEB SERVICES reserves the right to make changes or additions to the General Terms and Conditions of Business at any time, provided that the customer is not disadvantaged by this contrary to good faith. The general terms and conditions are always available at <https://bdwebservices.com/tos>. The customer undertakes to download and save the current version of the General Terms and Conditions of Business of BD WEB SERVICES, insofar as he is informed of the validity of these in writing or text form. Amendments and supplements are deemed to have been approved if the customer does not object within two weeks of being informed of the validity of the General Terms and Conditions, BD WEB SERVICES will no longer make explicit reference to this consequence, if a client objects to the amendment or supplement, BD WEB SERVICES can give the client due notice of termination.