

[Translator's notes are in square brackets]

General Terms of Business

for visitnmore GmbH
as of August 1, 2008

THIS IS AN ENGLISH TRANSLATION OF THE GERMAN TEXT, WHICH IS THE SOLE AUTHORITATIVE VERSION

1. Scope of the General Terms of Business

1.1 visitnmore GmbH (following "visitnmore") provides visitnmore Software-as-a-Service products (following "vSaaS") explicitly based on these General Terms of Business for commercial clients (following the "Client")

1.2 Conflicting or divergent terms of the Client are not acknowledged unless confirmed by visitnmore. This also applies if visitnmore delivers its services without reservation and in awareness of terms contradictory or divergent from these General Terms of Business.

1.3 These General Terms of Business are also valid for all future individual contracts with the Client related to the same services.

2. Content of the Services

2.1 The individual contract regarding a particular vSaaS product deals with making a particular software application available via Internet, which is run on servers operated by visitnmore and that can be started and used by the contracted number of users or, if agreed-upon separately, also by other Internet users for the individually contracted term. The source code and the running code of the vSaaS product will not be released to the Client.

2.2 In the case of a non-exclusive use of a standard vSaaS product its individual features arise from the available product descriptions. In the case of an exclusive use of an individual vSaaS product its features arise from a product description stated in a separate written agreement.

2.3 Visitnmore is not reliable for further characteristics of the vSaaS product going beyond the product description, especially being suitable for a particular purpose or fulfilling special requirements of the Client and his users (e.g. being suitable to fulfill legal or regulatory requirements) if the particular characteristics or features are not agreed upon in written. Among others, the individual contract deals with the number of

registered users, the fees and the begin and the end of supplying the services.

2.4 Particular features of the vSaaS product contained in the product description, which can be used by Internet users who are not users of the Client, additional General Terms may be valid. In this particular case, these additional Internet users have to accept the other General Terms before they use the vSaaS product.

3. Registration, Individual Contract, Signing and Set-up

3.1 In order to sign an individual contract about the use of a vSaaS product, the Client has to register in visitnmore's password-protected customer area at www.visitnmore.com. To order the vSaaS product, filling out and submitting the corresponding order form is required. After that the Client has to sign and send the individual contract back to visitnmore that is printed out after the order is completed. The individual contract is reached when it is also signed by visitnmore.

3.2 Ordering the vSaaS product the Client designates one or more administrators who manage the access of other users to the vSaaS product within the range of the maximum individual contracted number of users. In order to designate and authorize the administrator(s) the Client has to provide their usernames, e-mails and create codewords for each administrator.

3.3 The vSaaS product is set-up for the Client after the payment of the individual contracted fees. The Client and all administrators are then informed via e-mail about the completed set-up. From that point on the administrator(s) and other users can login to the vSaaS product and use it. The e-mail for the administrators also contains a system-generated password and a Uniform Resource Locator (URL), which can be used to login to the vSaaS product. After the first login the system-generated password has to be changed by each administrator into a new confidential password using the codeword

communicated to the administrator by the Client.

3.4 According to the procedure of designation of administrators by the Client, now the administrator(s) are able to designate additional users of the vSaaS product up to the maximum number of users defined in the individual contract or to configure the product in accordance with the product description.

4. Rendered Services

4.1 The vSaaS product is web-based and the Client and the users need an Internet-enabled browser to use it. A list of browsers the software was tested with is given in the individual contract.

4.2 Visitnmore provides the vSaaS product with memory and traffic availability described in the individual contract.

4.3 If the term of the individual contract is more than one month visitnmore undertakes to maintain the following service level of availability: visitnmore provides the vSaaS product with an average availability of 98,5 %. The ratio is calculated monthly, dividing the number of whole hours of actual availability by the number of days in the month times 24 hours. If the average availability in a given month is smaller than 98,5% and greater or equal to 93,7% and this occurred because of reasons visitnmore is responsible for the Client receives a credit of 1/4 of the monthly fees. If the average availability in a month is smaller than 93,7% and greater or equal to 75% and this occurred because of reasons visitnmore is responsible for the Client receives a credit of 1/2 of the monthly fees. For any further fall of the average availability because of reasons visitnmore is responsible for the Client receives a credit of the whole monthly fees. Credits gained can be offset with other individual contracts for the same or other vSaaS products. If the Client does not sign any other individual contracts the credit amount will be reimbursed. Further rights and claims of the Client cannot be derived from the average availability, notwithstanding of the rights defined in No. 8 and 9.

4.4 Patches of the vSaaS product are usually done on the running system. Possible breakdowns in order to patch the system (e.g. interrupted availability or limited functionality) will be communicated to the Client on a timely basis.

4.5 Details about the availability refer to the supply of the vSaaS product by visitnmore up to the connection point with the public net. Visitnmore is not responsible for the

undisturbed operation of the Internet or other data connections. The vSaaS product is regarded as "available", until the Client reports a failure to visitnmore or until visitnmore detects it. The measurement of the downtime starts with the receipt of the failure report from the Client or with the detection of the failure by visitnmore and stops with the information of the Client that the vSaaS product is available again.

4.6 If the term of the individual contract persists for at least one calendar month, the Client will receive online reports about the average availability in the password-protected customer area.

4.7 System breakdowns and failures that cannot be assigned to the services provided by visitnmore, e.g. superior force (natural disasters, war, civil war, lockout etc.), or that can be explained by the fault of the Client or his/her business partners, or which occur because of the use of other browsers than those, with which the vSaaS product was tested, will be not taken into account in the calculation of the downtime.

4.8 The Client is responsible for the First Level Support of the vSaaS product. The Client has to make sure that reports about failures and system breakdowns are collected, analyzed and possibly remedied by the administrator(s). Breakdowns and system failures that cannot be remedied have to be reported by the Client to visitnmore via the registered e-mail address of the Client or by phone to enable visitnmore to start the elimination of the failure.

5. Obligations of the Client

5.1 The Client is obliged to an appropriate cooperation related to the services provided. An appropriate cooperation includes that the Client follows the guidelines to enter data and contents into the vSaaS product. If these guidelines are not being followed visitnmore is not liable for possible breaches of duties, which could have been avoided through proper provisions. The Client has to cooperate free of charge.

5.2 The Client is exclusively responsible for the contents and the correctness of data entered into the vSaaS product and also for the transactions executed using it. Data and contents entered by the Client and also all executed transactions must not violate any rights of third parties, be against the current law or go against public decency, especially they must not contain any pornographic contents within the meaning of § ["Article"] 184 Strafgesetzbuch [*German Criminal Code*]

or contents harmful to young people, contain writings in the meaning of the existing acts against the circulation of illegal or harmful contents, encourage to racial hatred, glorify or play down violence, glorify the war, promote terrorist associations or challenge to criminal acts. Copyright, rights to name, private law and trademarks have to be protected. If the rights of third parties are violated, the Client exempts visitnmore from all claims and refunds visitnmore any costs of court representation.

5.3 visitnmore is entitled to remove parts or whole contents and data from its serve if they violate these general regulations or to lock the vSaaS product. The Client will be informed by visitnmore about the deletion or locking that took place.

5.4 Given reasonable indications that contents and data entered or uploaded into the system or received via e-mail contain harmful software (e.g. viruses, worms, trojans or similar malware), visitnmore is entitled to refuse the input of this data.

5.5 The Client is responsible for the confidential submission of usernames and codewords to the administrator(s) and other users, which has to be done in a way that also ensures that the identity of the recipients is beyond any doubt and that the administrator(s) and users can be reached under their e-mail addresses. The Client has to bind his/her users to the rule that they have to keep their access information (username, codeword and password) protected from being accessed by third parties and is liable for the non-compliance of the users with these obligations. It is not allowed to transfer the usernames, passwords or codewords to other persons. The users can be informed about the usernames and e-mail addresses of other users if this possibility is explicitly contained in the product description.

5.6 The Client has to ensure that he/she can be reached during the usual business hours under the e-mail address registered at www.visitnmore.com. Changes of this e-mail address have to be immediately updated in the password-protected customer area.

5.7 The Client is responsible for the extend up to which the users of the vSaaS product can access it and that the role-based access control is realized according to the Client's internal and external policies and law.

5.8 Before the end of term of the individual contract the Client has to ensure that an appropriate extraction of contents and data from the vSaaS product is created to carry

out the safekeeping obligations set by tax and commercial law.

6. Rights of Use

6.1 During the term of the individual contract visitnmore grants the Client a non-exclusive right to use the vSaaS product by authorized users. The right to use entitles the Client to use the vSaaS product according to the maximum number of authorized users defined in the individual contract. If the client desires to use the vSaaS product by himself/herself, he/she has to register as a user. Administrators count as users for the calculation of the number of users.

6.2 The client is not entitled to sublet or lend the vSaaS product to third parties without consent of visitnmore. Third parties also include parent companies or subsidiaries of the Client, unless deviating agreements are made between the Client and visitnmore, notwithstanding of the right to assign users of the vSaaS product to third parties and grant them a derived right to use it according to the individual contract. The Client has to ensure that that the users accept these General Terms of Business.

7. Compensation

7.1 The compensation results from the individual contract. Unless nothing else is agreed-upon in the individual contract, the compensation for the use of the vSaaS product has to be paid in advance. The Client is obligated to pay the compensation also in the case when his/her users do not actually use the vSaaS product.

7.2 The compensation does not include VAT. Invoices become due after 10 calendar days after their receipt without deduction. When the due date is over, visitnmore is entitled – notwithstanding of all other rights – to charge interest of 8 percent above the base interest rate.

8. Rights Resulting from Faults

8.1 The Client is entitled to derive rights from faults resulting from the law based on the following policy.

8.2 Failures or faults during the supply of the vSaaS product have to be communicated by the Client to visitnmore immediately and including all perceptible details.

8.3 visitnmore maintains the vSaaS product to deliver services according to the individual contract and provides remedies to failures and faults of the vSaaS products within appropriate time. Remedies can be done by

visitnmore electively through fixing the failure or through the supply of a new version of the product, as long as accepting a new version of the vSaaS product is not unreasonable for the Client. Notwithstanding of other rights of the Client legally derived from faults of the products, the Client is entitled to terminate the individual contract extraordinarily if the remedy done by visitnmore finally fails.

8.4 visitnmore is not obliged to remedy failures and also does not guarantee them if the Client does not use the vSaaS product according to the individual contract or makes changes to it, unless the Client can prove that the failure is not caused by a use of the vSaaS product, which is contradictory to the individual contract or changes made to it.

8.5 If third parties claim breaches of patents against the Client because of the supply of the vSaaS product, the Client has to immediately inform visitnmore in written – notwithstanding of the rights resulting from this clause. visitnmore will on own costs either carry out the claims or defend them or lead to a settlement. Therefore, the Client grants visitnmore the sole authority to decide up on legal defense or settlement.

9. Liability

9.1 visitnmore is liable for the compensation according to legal regulations for personal injury and for damages according to Produkthaftungsgesetz [*Product Liability Act*].

9.2 visitnmore is liable for other damages, unless something else results from guarantees made by visitnmore, according to the following regulations.

9.2.1 visitnmore is liable according to legal regulations for damages resulting from fraudulent behavior and for damages caused due to intention or gross negligence of visitnmore, its legal proxies or its management.

9.2.2 visitnmore is liable for the re-compensation limited by the amount of losses predictable from the individual contract:

- a. For damages resulting from slightly negligent breaches of main individual contract obligations or from breaches of duties, which would otherwise make the proper execution of the individual contract possible and in whose fulfilling the individual contracting party can trust (essential duties)
- b. And for intentional damages caused by business servants of visitnmore or caused by their culpable negligence without

breaches of main individual contract obligations or because of their breaches of duties, which would otherwise make the proper execution of the individual contract possible and in whose fulfilling the individual contracting party can trust (essential duties).

9.2.3 Based on No. 9.2.2a), visitnmore is not liable for missed profits, indirect damages, consequential damages from faults and claims of third parties except due to breaches of patent rights.

9.3 Notwithstanding the proceeding regulations contributory negligence of the Client diminishes the amount of any claims for damages, especially if caused by insufficient cooperation, organizational errors, insufficient data protection or a breach of other contractual duties.

9.4 Incidentally, a liability of visitnmore for damages caused by slight negligence is excluded. Explicitly, regardless of the guiltiness a liability of visitnmore is excluded when the damage was already existent during signing of the individual contract pursuant to § 536 (1) [*"paragraph 1"*] (alternative 1) Bundesgesetzbuch [*German Civil Code*].

9.5 The statutory limitation period for Client's claims is one year, starting from its legal beginning if the claims do not result from intention, gross negligence, Produkthaftungsgesetz [*Product Liability Act*] or exist due to personal injury.

10. Storage of Contents, Backup and New Releases

10.1 Visitnmore performs on the first day of each calendar month a backup of the vSaaS product. The backups store user data, which has been saved in the vSaaS product until its backup was created. Additional backups can be created on demand for additional 19 EUR per backup.

10.2 The Client is entitled to restore or to delete a periodic or additional backup during the term of the individual contract.

10.3 After a regular termination of the individual contract the last periodic or additional backup of the vSaaS product will be retained during a period of 180 days. Irrespective of No. 10.6, the Client is able to restore a backup of the vSaaS product after the regular termination of its individual contract if the Client signs another individual contract during the time period of 180 days, which is related to the same vSaaS product or one of its newer versions. The Client can

also decide to ignore the existing backup when signing a new individual contract for the same vSaaS product or one of its newer versions. In this case the existing backup of the product will be deleted.

10.4 When a backup is restored, all existing data of the vSaaS product will be lost if the Client hasn't created a newer backup. Other information, like current configuration, current features, current user access control list and the current utilization data about transactions done by users (so-called "Audit Trail") are not replaced by the old backup.

10.5 If the Client signs a new individual contract during the time period of 180 days after the regular termination of an individual contract and if this individual contract is related to a newer version of the same product, then the newer version is downwards-compatible with all existing backups of its older version.

10.6 Visitnmore is entitled to remove a vSaaS product from its product offering at any time. As a result the Client won't be able to sign a new individual contract of the product or its downwards-compatible newer version. Visitnmore will inform the Client about the removal of the product within a reasonable period of time before the end of 180 days time period.

11. User Forum

Users of the Client are able to assess the functions of the vSaaS product, post criticism or suggestions of improvement in a forum. The posted messages are visible for all authorized users of the same vSaaS product having the same user role as well as for the Client and visitnmore. Visitnmore may use this information to improve its services.

12. Term of Contract, Termination

12.1 The term of making the vSaaS product available is determined by the individual contract. The term refers to the time period between the starting date (0.00 am local time of the first day) and the finish date (until 12.59 pm local time of the last day). The Client in the individual contract defines the local time, in which the vSaaS product will be supplied.

12.2 Each party can terminate the individual contract due to an important reason without notice. In particular, visitnmore is entitled to terminate the individual contract extraordinary without notice if the Client profoundly breaches the individual contract, provided that a respite pursuant to § 314 (2) Bundesgesetzbuch [*German Civil Code*] for a

corrective has passed without any success or if the Client is in default of paying due fees, even 2 months after an adequate grace period set by visitnmore.

12.3 A termination has to be done in written via letter or fax.

12.4 After the termination of the individual contract, the access of users to the vSaaS product ends.

13. Blocking

Visitnmore is entitled to block the use of the vSaaS product, if

- ❑ The client provided reasons to terminate the individual contract without notice according to No. 12 or
- ❑ The use of the vSaaS product creates a danger for the facilities of visitnmore or its sub-individual contractors or for the public security.

14. Processing of Information Related to Individuals

14.1 Visitnmore processes information related to individuals according to Telemediengesetz [*German Media Law*], Telekommunikationsgesetz [*German Communication Law*] and other relevant data protection policies of Bundesdatenschutzgesetz [*German Federal Data Protection Law*].

14.2 Visitnmore processes contact data of individuals like Client's authorities, Client's users and other Internet users whenever it is needed for making the vSaaS product available.

14.3 The processing of individual-related data (including Audit Trail) is done on instruction and on commission of the Client pursuant § 11 Bundesdatenschutzgesetz [*German Federal Data Protection Law*].

14.4 The Client has to ensure that all his/her or other users of the vSaaS product consent to the use of their information related to individuals according to all relevant legal requirements. This also includes the use of e-mail addresses of these and other users to grant them access to the vSaaS product or to announce their e-mail addresses to other users of the vSaaS product.

14.5 Visitnmore performs required and reasonable state-of-the-art procedures to protect data.

15. Confidentiality

Both parties oblige themselves to keep mutually exchanged information secret and to perform all required actions to prevent third parties from gaining unauthorized knowledge thereof. Employees of both parties are committed to confidentiality if they work is related to an individual contract with the Client, even after its termination.

16. General

16.1 Visitnmore is entitled to provide its services by engaging third parties.

16.2 The Client can charge visitnmore for his/her claims or lodge his/her liens if his/her claims become final, indisputable or acknowledged. The assignment of claims against visitnmore is impossible.

16.3 The place of jurisdiction for all disputes related to individual contracts including these General Terms of Business is Frankfurt am Main (Germany).

16.4 All remaining regulations of the individual contracts remain not affected if some of the regulations are or become inoperative, invalid or contain a gap. In such a case, both parties will seek a legal regulation replacing the invalid one, which will come as close as possible to the economic intent of it and close the gap.

16.5 For all individual contracts signed by visitnmore and the Client including these General Terms of Business the law of Federal Republic of Germany is applied.