

GENERAL TERMS AND CONDITIONS

1. Area of applicability and changes to general terms and conditions

- 1.1. These general terms and conditions govern the contractual relationship established between the customer and DEKOM LLC, 200 South Biscayne Boulevard, Miami, 33131 USA regarding deliveries and services performed by DEKOM LLC. In addition, the service terms and conditions and specific terms and conditions of hire shall also apply insofar as they are effectively included in the contractual relationship.
- 1.2. No verbal subsidiary agreements have been made. The customer shall be notified in writing regarding changes to these general terms and conditions, service descriptions and service and specific conditions of hire due to offers by DEKOM LLC. If, in the event of a continuing obligation, the customer does not respond to DEKOM LLC's proposal and/or does not object to it within a month following receipt of the notification of change, this shall be deemed acceptance of the proposal and the changes shall become effective, provided that DEKOM LLC has expressly indicated this consequence to the customer in the notification of change.
- 1.3. Customer terms and conditions which differ from these terms and conditions shall not apply. They shall remain inapplicable even if they are not expressly rejected by DEKOM LLC, or if DEKOM LLC provides deliveries or services unconditionally.

2. Conclusion of the contractual relationship

All quotes provided by DEKOM LLC are non-binding and subject to confirmation. A contractual relationship shall be established when the customer places an order by telephone, in writing or electronically (fax, post, email) and DEKOM LLC subsequently confirms the order in writing, and shall be governed solely by the content of the order confirmation and DEKOM LLC's general terms and conditions. DEKOM LLC reserves the right to deviate from this contract, even after confirmation of the order, where such deviations are minor, technically unavoidable and not unreasonable to the customer.

3. Prices / Payment

- 3.1. The prices stated by DEKOM LLC on the customer quote, plus statutory Sales Tax at the current rate (shown separately), shall apply. If no prices were expressly provided to the customer, the latest applicable price list shall apply. Shipping and insurance costs shall be borne by the customer.
- 3.2. Payments for deliveries and services shall be due on receipt of the invoice. All payments shall be made to DEKOM LLC registered office.
- 3.3. In addition to the agreed payment, DEKOM LLC shall be entitled to reimbursement for necessary expenses incurred while providing the services agreed upon in the contract, particularly travel and subsistence costs. DEKOM LLC shall indicate these separately on the invoice.
- 3.4. DEKOM LLC shall invoice payments primarily on a monthly basis. Where expenses are billed, invoices shall contain details of the number of hours worked, the daily rate at which the employee's services are charged, and a description of the expenses billed and to be reimbursed. The terms agreed in the respective contract shall apply to the billing method for all other performances.
- 3.5. DEKOM LLC reserves the right to refuse to accept cheques or bills of exchange as a method of payment. In all cases, cheques or bills of exchange shall only be accepted as conditional payments. The costs associated with processing these payments shall be borne by the customer. The entitlement to payment shall expire on clearance of the check or bill of exchange.
- 3.6. If there are multiple invoices outstanding against the customer, and a payment from the customer is not sufficient to settle all of their accounts, the payment shall be applied against the oldest outstanding invoice even if the customer has expressly made the payment against a particular invoice.

4. Scope of supply and performance

- 4.1. The parts of the service to be provided or the items to be delivered by DEKOM LLC to the customer shall be specified in detail in the order confirmation.
- 4.2. The stated delivery dates shall be non-binding, unless otherwise expressly agreed in writing. They shall be subject to the customer's timely fulfillment of all obligations necessary for timely delivery.
- 4.3. Should service from a third party be required during installation of the delivered item, this preliminary service may lengthen the delivery time. DEKOM LLC's obligations regarding service and service time shall be subject to DEKOM LLC receiving correct and timely provision of the preliminary

service. The same shall apply to strikes, lock-outs and other instances of force majeure, and to governmental orders.

- 4.4. In order to withdraw from the contract due to failure to meet a delivery deadline, the customer must have issued a written reminder after expiry of the delivery deadline and set an appropriate grace period. Claims for damages due to late delivery shall not be accepted unless the delay was caused by gross negligence or willful intent on the part of DEKOM LLC.
- 4.5. Unless otherwise expressly agreed, DEKOM LLC shall be entitled to make partial deliveries.

5. Installation and hire of video conferencing systems

- 5.1. Following a separate written agreement, DEKOM LLC shall provide installation of video conferencing systems in return for payment of expenses based on the latest applicable DEKOM LLC list.
- 5.2. In the event that DEKOM LLC provides a free trial installation, DEKOM LLC shall be entitled to require the trial goods to be returned at any time. The goods must be returned in the condition stipulated in the contract. If the customer does not return the goods when requested, DEKOM LLC may require compensation for use to be paid in line with the latest price list. The customer's liability for damage to the trial installation due to non-contractual use shall be unlimited in the event of negligence or willful intent. DEKOM LLC shall be liable only in the event of gross negligence or willful intent. Maintenance and operation costs incurred during the trial installation shall be borne by the customer.
- 5.3. All presentations and other advisory services provided by DEKOM LLC shall be non-binding, unless otherwise agreed. DEKOM LLC reserves the right to invoice for reasonable compensation of expenses. All product training requested shall be subject to a fee.
- 5.4. Hire of video conferencing systems from DEKOM LLC shall be subject to the specific conditions of hire and the latest applicable price list. Hire of premises shall be subject to a separate written agreement.

6. Transfer of risk

- 6.1. Dispatch shall be ex warehouse at the customer's expense and risk, even if free delivery has been agreed or if DEKOM LLC is to carry out the installation. Risk shall transfer to the customer on handover of the goods to the carrier. The choice of the shipping route and shipping method shall be at DEKOM LLC's discretion. DEKOM LLC may also assign the task of shipping to their own employees. The customer shall be responsible for arranging transportation insurance.
- 6.2. Should dispatch be delayed due to the customer's actions, the risk shall transfer to the customer when they are notified that the goods are ready for dispatch..

7. Acceptance of work

- 7.1. Work performed by DEKOM LLC must be accepted in accordance with this provision. This shall not apply to services to be provided by DEKOM LLC, particularly consulting and other support services, unless the order confirmation expressly specifies that acceptance is required.
- 7.2. DEKOM LLC shall notify the customer in writing that the delivery or service is ready for acceptance.
- 7.3. If acceptance is impossible due to the nature of the delivery or service, completion shall take the place of acceptance.
- 7.4. DEKOM LLC may submit partial deliveries or partial service for acceptance (partial acceptances). A partial acceptance may occur for instance after
 - completion of a self-contained work phase, or
 - provision of self-contained, independently functional parts of the service.
- 7.5. The acceptance terms shall apply mutatis mutandis for partial acceptances. Where partial acceptances are required, DEKOM LLC shall be entitled to withhold further partial deliveries and services for as long as the customer is in arrears with the acceptance of partial deliveries or services, or with payment for accepted partial deliveries or services.

8. Retention of title

- 8.1. DEKOM LLC shall retain ownership of items delivered by DEKOM LLC (retained goods) until receivables arising from the business relationship with the customer are paid. Transfer of the retained goods to a third party shall be permitted only if this occurs in the ordinary course of the customer's business, and if they retain ownership of the retained goods until payment of all receivables arising from the business relationship with the third party. The customer shall not be entitled to pledge the retained goods or use them as security. The customer shall handle retained goods with care. DEKOM LLC must be notified immediately if the retained goods are seized, damaged or lost, and in the event that the customer relocates their business premises. Should the customer materially breach these

obligations, DEKOM LLC may withdraw from the contract. In the event of late payment by the customer, DEKOM LLC shall furthermore be entitled to take back and sell the retained goods, and to credit the amount obtained from the sale against existing claims; the same shall apply in the event of a deterioration in the customer's financial situation which does not become apparent until after concluding the contract and which poses a risk to the customer's counter-performance

- 8.2. The customer hereby assigns to DEKOM LLC their receivables from resale of the goods up to the amount owed to DEKOM LLC by the customer, together with all ancillary rights. DEKOM LLC hereby accepts this assignment. Until revoked, the customer shall be entitled to collect assigned receivables in their own name; revocation shall only be permissible if the customer is in arrears with payment
- 8.3. Until full payment of the agreed price, DEKOM LLC shall be entitled to adequately insure the retained goods against theft, destruction and damage, at the customer's expense, unless the customer can provide DEKOM LLC with evidence that they have taken out such adequate insurance at their own expense.

9. Distance contracts

DEKOM LLC will only enter into contractual relationships with business customers. Furthermore, DEKOM LLC will only provide access to the DEKOM LLC online shop and sales advice to tradesmen, contractors and freelancers with registered businesses. Regulations on doorstep selling and distance contracts, including the two week right of withdrawal are therefore not applicable.

10. Right to withdraw from contract, contractual penalty

- 10.1. DEKOM LLC shall be entitled to withdraw from the contract in the following cases:
 - 10.1.1. in the event of non-delivery by an upstream supplier, through no fault of DEKOM LLC;
 - 10.1.2. in the event of force majeure such as industrial disputes, natural disasters and comparable events which, for more than a temporary period, significantly hinders or prevent DEKOM LLC from providing services;
 - 10.1.3. if unfavorable circumstances relating to the customer's financial situation or creditworthiness are discovered in retrospect;
 - 10.1.4. in the event that the customer provides inaccurate details of their financial situation or creditworthiness which would significantly jeopardize the purpose of the contract;
 - 10.1.5. in the event that the customer or the customer's businesses breaches the contract through unethical behavior or unlawful acts
- 10.2. In the event of claims for damages by DEKOM LLC due to impossibility of performance caused by the customer, or due to withdrawal from the contract on legal or contractual grounds for which the customer is responsible, DEKOM LLC shall be entitled to flat-rate damages amounting to 25% of the respective contractual payment, unless the customer can provide evidence that the damages incurred were lower. The right to assert further claims for damages shall remain unaffected.

11. Arrears, deterioration of customer's financial situation

- 11.1. If a payment deadline is exceeded, DEKOM LLC shall be entitled to charge interest at 8% p.a. above the base rate from the start of the arrears and without a reminder. The right to assert further claims shall remain unaffected.
- 11.2. Should the customer be in arrears with payment of an invoice, or should their financial situation have deteriorated significantly since concluding the contract, all liabilities towards DEKOM LLC shall become due with immediate effect. DEKOM LLC shall be entitled to require payment in advance before making any outstanding deliveries.
- 11.3. Should the customer be in arrears with payment of a substantial portion of the price or fee owed for two consecutive months, DEKOM LLC may, without notice, terminate the contract in which the arrears have occurred.

12. Warranty and inspection and notification duties for purchases

- 12.1. The customer shall inspect the goods immediately upon receipt, and record any externally visible shipping damage, shipping defects or incorrect deliveries on the shipping documents. All delivered goods shall be inspected for completeness, including with regard to individual components. Quantitative discrepancies or defects identifiable on delivery must be reported to DEKOM LLC in writing within three days following receipt of the goods. Defects or damage which are not externally visible must be reported in writing within the manufacturer warranty period following receipt of the goods. The defective item must be stored securely and without modification. Further instructions

should be obtained from DEKOM LLC. If the goods are returned, they must be suitably packaged for shipping.

- 12.2.If the delivered goods are defective, DEKOM LLC shall be obligated to provide subsequent service. In the event of failed subsequent service for newly manufactured goods, the customer may reserve the right to a reduction or to withdraw from the contract, at their discretion. The customer shall grant DEKOM LLC reasonable time and opportunity for subsequent service. The customer may only require delivery of a non-defective item after two attempts to repair the defective device have failed. Moreover, DEKOM LLC may refuse the method of subsequent service chosen by the customer if it is only possible with disproportionate costs.
- 12.3.The warranty shall not extend to natural wear or damage caused by improper handling of the goods. The warranty shall also not apply if operating and maintenance instructions are ignored or followed incorrectly, if consumables are used which do not meet the original specifications, or if the product is altered by the customer or a third party, unless the warranty claim is not based on the aforementioned reasons and the modification does not cause unreasonable difficulties in rectifying the defect.
- 12.4.If DEKOM LLC issues a guarantee for the quality of the goods, the guarantee period shall begin when the customer receives the invoice.

13. Warranty for service contracts

- 13.1.Should the work performed by DEKOM LLC be defective, the customer may require the defect to be rectified within an appropriate period of time. Defects shall be rectified by repair or replacement, at DEKOM LLC's discretion. Software defects with a material impact on the intended use shall, at DEKOM LLC's discretion and depending on the significance of the fault, be rectified either by supplying an improved version of the software or by providing instructions for eliminating or circumventing the effects of the fault.
- 13.2. The customer is obligated to notify DEKOM LLC immediately of apparent defects. Liability for damages due to a delay in rectifying defects shall only apply if the customer provided timely notification of the apparent defect. DEKOM LLC shall be notified of defects in writing immediately after the customer becomes aware of them, with a comprehensive description of the error indications and where possible written documentation, hard copies or other data illustrating the defect.
- 13.3.If the customer is responsible for the defect, or a defect reported by the customer does not exist, DEKOM LLC shall be entitled to require reimbursement from the customer of the costs incurred in rectifying the defect.
- 13.4.DEKOM LLC may refuse repairs, replacements or compensation until the customer has paid DEKOM LLC the agreed price, less an amount corresponding to the economic value of the defect or guaranteed feature.
- 13.5.Should attempts to rectify the defect fail, the customer shall be entitled to require a free of charge contract modification or a price reduction. Rectification of the defect shall not be deemed to have failed until two repair attempts have been unsuccessful. 13.3 shall otherwise apply mutatis mutandis for work performed.

14. Liability

- 14.1.DEKOM LLC's liability shall be unlimited in the event of gross negligence or willful intent.
- 14.2.DEKOM LLC shall be liable for damages resulting from an absence of guaranteed features in the amount of the customer's financial interest which was covered by the purpose of the assurance and apparent to DEKOM LLC when the features were guaranteed.
- 14.3.In the event of a slightly negligent breach of material contractual obligations which are indispensable to achieving the purpose of the contract, and with which the customer must therefore be able to expect strict compliance, DEKOM LLC shall, in accordance with statutory provisions, be liable only for such contract-specific damages as were foreseeable by DEKOM LLC on conclusion of the contract, up to a limit of USD \$5,000

14.4. DEKOM LLC shall otherwise accept no liability on any legal grounds.

14.5. The aforementioned liability limits shall not apply for damages arising from death, physical injury or damage to health caused willfully or through gross negligence.

14.6. DEKOM LLC shall not be liable to the customer for the legality of items supplied to the customer, or the absence of defects in these items. Should claims be asserted against DEKOM LLC by third parties, including the authorities, due to the illegality or defectiveness of such items, the customer shall indemnify DEKOM LLC in this respect.

15. Rights of use for IT services

15.1. Unless IT services are otherwise contractually stipulated in individual cases, DEKOM LLC shall supply the customer with software in the form of machine-readable object code, along with user documentation as per the relevant agreement with the customer in accordance with the order confirmation ("license").

15.2. The license is a single, non-transferrable license solely for the use of the customer within the terms of the contract, and may only be used with the products supplied by DEKOM LLCV. The right of use includes the right:

- to use the supplied computer or video communications programs on the customer's IT system, or in the event of a breakdown, on a backup system.
- to make copies for archive purposes, as replacements or for troubleshooting. If the originals carry a copyright notice, the customer must also affix this to the copies.
- to use the documentation to support the customer's use of the supplied computer and video communications programs, and
- for third party companies (e.g. system integrators) to install, integrate and implement the supplied computer or video communications programs on behalf of the customer.

15.3. The customer's right to translate, edit or otherwise alter the license requires express written consent in all cases. The customer shall not be entitled to decompile, disassemble or reverse engineer the supplied computer or video communications programs, or use any other method to generate the source code.

15.4. Supplementary to these terms of use, the relevant manufacturer's terms of use, which were delivered to the customer with the software, shall also apply.

16. Intellectual property rights

16.1. The customer is obligated to notify DEKOM LLC immediately in the event that a product supplied by DEKOM LLC breaches intellectual property rights. The customer shall support DEKOM LLC in a reasonable manner during any potential disputes with rights holders.

16.2. Conversely, the customer shall defend or indemnify DEKOM LLC against all claims by rights holders against DEKOM LLC which arise as a result of a rights infringement where DEKOM LLC was following the customer's instructions.

17. Customers obligation to cooperate

17.1. The customer shall ensure that all cooperation required from the customer or their agents is provided in a timely manner and, unless otherwise expressly stipulated in the order confirmation, free of charge for DEKOM LLC.

17.2. The customer shall immediately provide DEKOM LLC with all information required by DEKOM LLC in order to deliver the agreed service. The customer shall also inform DEKOM LLC of any significant changes during the term of this contractual relationship.

17.3. The customer shall afford DEKOM LLC employees all necessary assistance when working on the customer's premises, and shall provide them with the necessary access to any property required.

- 17.4. The customer shall provide DEKOM LLC with the name of a contact who will be available to DEKOM LLC employees in the event of any questions while carrying out the contract, and who is authorized to provide clarifications regarding performance delivery and make decisions.
- 17.5. Data media provided by the customer must have no technical or content problems, and be free of harmful software (e.g. viruses). If this should not be the case, the customer shall compensate DEKOM LLC for any resulting damages and indemnify DEKOM LLC against any third party claims.
- 17.6. The customer shall keep copies of all documents and data media supplied to DEKOM LLC, which DEKOM LLC may access at any time, free of charge.
- 17.7. The customer shall grant DEKOM LLC the right to use and modify third party systems, insofar as this is necessary in order to deliver the service required under the relevant contract.

18. Change requests

- 18.1. Changes or additions to the content or scope of performance required from DEKOM LLC under the contract may be proposed by either contracting party to the other contracting party. The proposal must include at least the following details:
- a concrete specification of the change or addition,
 - justification from a professional and IT perspective and the expected impact on processes and scheduling, and
 - estimated costs, including costs which have been or will be incurred for reviewing the change or addition request.
- 18.2. The other contracting party shall review the proposal and provide their opinion to the proposing party. The decision to implement the proposal for a change or addition shall be made by the customer. DEKOM LLC may refuse to implement a proposal for a change or addition if it is technically unfeasible or involves disproportionate, unreasonable costs.
- 18.3. Taking the latest applicable DEKOM LLC price list as a basis, DEKOM LLC shall be entitled to additional expense-related compensation for any additional costs they incur by implementing the change or addition request or by carrying out the change request process.

19. Hardware buy-back

- 19.1. In order for DEKOM LLC to buy back used hardware, this must be requested using the order form provided. Any buy-back of used hardware is subject to a separate contract, to which these terms and conditions are applicable. However, buy-back is only possible when purchasing a new device at the same time, as specified on the order form.
- 19.2. A payment or voucher may only be issued after DEKOM LLC has received and tested the used device. DEKOM LLC reserves the right to refuse to accept used devices if they are unserviceable or do not match the details on the order form, or if these details are incomplete.

20. Test purchases ("Try & Buy")

- 20.1. If a transaction is expressly indicated as "Try & Buy" on the order confirmation, the customer shall have the right to return goods identified as "Try & Buy" to DEKOM LLC within 30 days after receipt or - in the event they are installed by DEKOM LLC - installation of the goods. The time that the goods are received by DEKOM LLC shall be used to determine whether the deadline has been met. The goods must be properly packed for shipment and returned in the original packaging. The risks and costs of returns shall be borne by the sender. The customer shall be reimbursed in full for the agreed purchase price of the returned goods. Installation, service and transport costs shall be borne by the customer. In principle, accessories shall not be included in "Try & Buy" transactions, unless expressly agreed as such.
- 20.2. All rights of use concerning the software and other proprietary rights shall expire on return of the goods. Copies of the software are not permitted during the trial period. Trademarks may not be removed.

20.3. The right of withdrawal under 20.1 and rights of use under 20.2 are not transferrable to third parties. Should the customer sell or transfer the goods to a third party during the trial period, the right of withdrawal shall expire. In the event of substantial damage to or loss of the goods (e.g. loss or theft), DEKOM LLC may also require the agreed purchase price to be paid in full.

21. Set-off, assignment, right of retention

21.1. The customer may only offset claims by DEKOM LLC with claims that are undisputed or have been established as legally valid.

21.2. The customer may only transfer claims to which they are entitled to third parties with prior written consent from DEKOM LLC.

21.3. The customer shall only be entitled to assert a right of retention on the basis of counterclaims directly arising from the respective contractual relationship. Moreover, the customer may only assert a right of retention on the basis of counterclaims against DEKOM LLC if these counterclaims are undisputed or have been established as legally valid.

22. Data protection

22.1. The customer and DEKOM LLC are obligated to respect statutory data protection regulations when fulfilling the contractual relationship, and to require their employees to comply with these regulations. The contracting parties undertake, on request, to provide their respective data protection officers with evidence, in the legally required format, of their compliance with these regulations.

22.2. DEKOM LLC will collect, process and use the customer's personal data (inventory data) and usage and billing data in an automated process, insofar as this is required in order to establish, shape the content of or modify the contractual relationship.

22.3. DEKOM LLC shall regularly inform the customer of new products and services related to telecommunications services. The customer may opt out of any further mailings or information at any time.

23. Final Provisions

23.1. Unless otherwise stated herein or agreed in writing prior to sale, All Sales are Final.

23.2. Changes or additions to this contractual relationship must be made in writing. Amendments or supplements that do not satisfy this requirement shall be void. This also applies to changes in the written form requirement.

23.3. In the event of force majeure which significantly hinders or prevents performance or fulfillment of an obligation by one of the contracting parties, the affected party shall be entitled to postpone this obligation for the duration of the obstruction and an for appropriate start-up time. Industrial disputes within the contracting parties' companies or industrial disputes in third party companies and similar situations which directly or indirectly affect the contracting parties shall be considered as force majeure.

23.4. DEKOM LLC may make use of third parties, in particular affiliated companies, as agents in fulfilling their delivery and performance obligations. This shall not affect DEKOM LLC's contractual obligations.

23.5. The laws of the United States of America shall apply to all legal relationships between DEKOM LLC and the customer. If the legal relationship is international, and the parties are commercial entities, the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall apply.

23.6. If any clause in these general terms and conditions should be or become invalid, the validity of the remaining clauses shall not be affected. In such a case, the contracting parties shall be obligated to cooperate in drawing up provisions which will achieve a legally valid result that comes as close as possible to the intent of the invalid clause.