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General Terms and Conditions of Business and Delivery of System7 - Railsupport GmbH , System7 Railtechnology GmbH and System7 Ballast Regulator GmbH (hereinafter each of the aforementioned companies "System7").

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1. DEFINITIONS

In these General Terms and Conditions of Business and Delivery of System7 (hereinafter: General Terms and Conditions), the following terms shall have the following meanings (both singular and plural):

Contract: any agreement between the Parties relating to the supply of Goods and/or Services and associated Services as described in www.s7-rail.com.

Customer: any legal entity or legal person with whom System7 intends to enter into, is entering into or has entered into a legal relationship;

Dealer: seller(s) or distributor(s) of goods purchased from System7, recognised in writing by System7, on behalf of and at the expense and risk of the Dealer;

Defect: a specific defect in goods or services which means that those goods/services do not meet the relevant and functional specifications agreed in writing between the parties. A defect in this sense requires that it is verifiable and/or reproducible. The customer shall immediately notify System7 of the existence of such a defect (notice of defect);

Goods: Equipment, Software, System7 Goods, and/or System7 Software;

System7: System7 Railholding GmbH and any company in which System7 Railholding GmbH directly or indirectly holds a majority interest;

System7 goods: goods specifically developed by or for System7;

System7 Software: software specifically developed by or for System7;

Notice of defect: a written statement by the customer to System7 in which he substantiates and reports a material defect/defect in detail, with express reference to warranty rights as formulated in the contract and/or these General Terms and Conditions;

Equipment: any items, any components and/or materials of System7 or its suppliers and any specific documentation provided or which may be provided by or on behalf of System7;

Order: any request made by a Customer to System7 with the intention of entering into a contract for the supply of Goods and/or Services which relates to the Goods and/or Services as described in www.s7-rail.com;

Parties or party: client and/or system7;

Quotation: any quotation, invitation to tender and/or offer made by System7 to the Customer in respect of the Goods, Services and/or related deliverables relating to Goods and Services as described in www.s7-rail.com;

Services: all services and supplies to be made available in any way and/or work of any kind to be performed by or on behalf of System7;

Software: computer software in the form of source code or compiled code from System7 or its suppliers and certain documentation provided or that may be provided by or for System7;

Working day: calendar day from 8:30 a.m. to 5:00 p.m. excluding weekends and officially recognized public holidays in System7's country of domicile.

2. GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

2.1 Deliveries and services by System7 shall only be provided in accordance with these General Terms and Conditions of Business and Delivery in the currently valid version. This also applies to follow-up orders in an ongoing business relationship. All mutual declarations must be made in writing. Terms and conditions of the customer or deviating counter-confirmations shall not apply. The parties expressly declare and acknowledge that, apart from these General Terms and Conditions, no other general terms and conditions of business or delivery as well as other contractual regulations, insofar as they have not been accepted in writing by both parties, shall apply to the legal relationship between System7 and the customers.

These General Terms and Conditions may only be deviated from with the prior written and express consent of System7 and if the parties have otherwise agreed in writing on specific provisions.

2.2 If one or more provisions of these General Conditions should be null and void or declared invalid, the remaining provisions shall remain in full force and effect and the parties shall consult with a view to agreeing new provisions to replace the null and void and/or invalidated provisions, taking into account, where possible, the objective and the nature and tenor of such provisions.

2.3 These General Terms and Conditions have been written in German and may be translated into other foreign languages. The German text shall be binding and shall prevail in the event of any contradiction or discrepancy between the German text and other translated texts.

3. CONTRACT

3.1 All tenders and cost estimates from System7 are non-binding and are only deemed to be an invitation to customers to place an order, which is still to be accepted by System7. The preceding sentence shall not apply if System7 expressly declares a legally binding intention in a quotation.

3.2 A contract shall only be deemed to have been concluded if (i) System7 has expressly confirmed the relevant contract by post, fax, e-mail and/or other customary means of electronic communication, or (ii) System7 performs an act from which it is openly apparent that System7 has accepted the order.

3.3 With regard to additional work/extra services that become necessary, System7 shall notify the customer of these at the earliest possible time and inform the customer of the consequences with regard to prices, fees, specifications, schedules and deadlines. Changes and/or additions requested by the customer with regard to the contractually agreed deliveries of goods and/or services shall only come into effect after written approval by System7. The following shall be regarded as additional work/extra services: any changes and/or additions which, in the opinion of System7, may result in the contractual exchange of services becoming more difficult or more extensive than agreed. These additional works/extra services - provided System7 accepts the desired changes and additions - will be invoiced separately to the customer. This also applies in the event that the parties had previously agreed on a fixed price.

3.4 System7 reserves the right to assign and/or transfer its rights and obligations under any contract in whole or in part to third parties. The customer has no right to transfer rights and obligations from a contract (in whole or in part) to third parties. This does not affect the right of the customer to terminate a contract with System7 (in whole or in part) in the event of good cause for which System7 is responsible.

3.5 Plans, sketches, cost estimates and other technical documents, which may also be part of offers, as well as samples, brochures, illustrations, price lists etc. shall always remain the property of System7. Any utilization, duplication, reproduction, distribution and handing over to third parties, publication and demonstration may only take place with the express consent of System7.

4. DELIVERY OF THE GOODS

- 4.1 Delivery of the goods shall be made at a net price determined by System7 ex works (EXW according to Incoterms 2010) according to the location of System7's branch known to the Customer, unless otherwise agreed in writing by the parties. System7 is entitled to deliver goods in parts and to demand payment for each (partial) delivery, unless otherwise agreed in writing between the parties.
- 4.2 System7 will pack goods for delivery in accordance with System7's usual standards. Should the customer require a special form of packaging, the corresponding additional costs shall be for the account of the customer. The customer shall treat the packaging materials used for the delivered goods in accordance with the applicable legal provisions. The customer shall indemnify System7 against any claims by third parties based on non-compliance with these provisions or omissions on the part of the customer.
- 4.3 Unless otherwise agreed in writing between the parties, goods shall be deemed to have been accepted by the customer at the time of delivery by or on behalf of System7, unless the customer provides a substantiated and specified notice of defect in writing and without delay. The notification of defects shall be deemed to be without delay if it is made no later than eight (8) working days after handover or, in the case of defects that are not recognizable during a proper inspection, within 3 days after they become apparent. The notice of defect must in any case contain and specify: the goods concerned, the serial number or other identifying details of those goods, the use to which they are put, the nature and extent of the defect and the date on which the defect was discovered. If a defect is suspected in deliveries, the customer must notify System7 immediately and System7 must be given the opportunity by the customer to examine the relevant (goods) delivery without delay - at the latest within the period specified above.
- 4.4 System7 will only accept returned (goods) deliveries under the conditions as set out in Art. 9 of these General Terms and Conditions and only if and to the extent that System7 has given prior written permission for the return of goods by the Customer in accordance with Art 9.

5. TRANSFER OF RISKS, PLACE OF PERFORMANCE AND OWNERSHIP TRANSFER

- 5.1 Unless otherwise agreed, the goods shall be deemed sold ex works (EXW) (readiness for collection). Furthermore, the INCOTERMS in the version valid on the day of the conclusion of the contract shall apply.
- 5.2 The place of performance for all deliveries, services and payment shall be System7's branch office in Oberweis.
- 5.3 Ownership (with the exception of copyrights and intellectual property rights) of the goods delivered shall not pass to the customer until all payment obligations arising from the contractual relationship have been settled in full by the customer. As long as the goods are the property of System7, (i) the customer shall at no time have the right to sell, process, handle, encumber, pledge, rent and/or otherwise use the goods and (ii) the customer shall have the duty to handle the goods with due care and to store them or have them stored as the recognizable property of System7. System7 shall be entitled at any time, until all payment obligations under the contractual relationship have been settled in full, to repossess such goods wherever they may be after giving prior notice to the Customer. In the event of repossession, the customer will be credited with the usual market value of these goods at that time - limited in amount by the original contractual price - less the repossession costs.

6. MAINTENANCE SERVICES - SERVICE

- 6.1 Where the Customer wishes certain Goods to be serviced by System7, the parties shall agree, specify and fix the (manner of) provision of such services and related details in a Contract. The Goods (and related services) subject to the terms of such a Contract shall be specified in detail in the Contract. System7 reserves the right to carry out an inspection of the goods concerned prior to their inclusion in such a contract. System7 shall perform the services with due diligence in accordance with material and/or information as customary in such a contract and expressed in Article 8 of the General Conditions. In the event that the Customer has not entered into a contract with System7 in respect of maintenance services for Goods at the same time as entering into the contract for the supply of the Goods, System7 cannot be required by the Customer to enter into such a maintenance contract at a later date.
- 6.2 The agreed charges under a contract for the provision of Maintenance Services shall be for an initial period of twelve (12) months from the date on which such contract becomes effective and shall be

invoiced and payable in advance every twelve (12) months unless otherwise agreed in writing between the parties.

- 6.3 Unless otherwise expressly agreed in writing, a contract for maintenance services shall have a minimum term of twelve (12) months, calculated from the date on which the contract comes into force. After the expiry of this period, the contract shall be tacitly renewed for twelve (12) months at a time, unless the contract has been previously terminated by one of the parties by registered letter, which must be received at least three (3) calendar months before the end of the contract period.

7. FEES AND PAYMENT

- 7.1 The Customer has a duty to pay System7 the Charges for Goods and/or Services provided and/or associated Rights of Use in accordance with the terms of the Contract and the General Conditions. Charges, prices and rates are expressed in Euro (EUR) and are exclusive of statutory VAT and other governmental fees and charges that are or may become due, unless System7 has stated otherwise in writing.
- 7.2 System7 reserves the right to charge extra for administration, handling, packaging and/or shipping costs.
- 7.3 System7 has the right at any time to require the customer to provide sufficient security for the fulfilment of its payment obligations to System7 (e.g. in the form of bank guarantees). Should the customer refuse to provide System7 with sufficient security in such a case, System7 shall have the right to terminate the contract in question, in which case the customer shall be obliged to compensate System7 for any loss of profit as well as to pay reasonable compensation for the costs and effort incurred.
- 7.4 System7 is entitled at any time to adjust the contractually agreed, currently applicable charges, prices and tariffs to reflect an increase in contract-related, price-determining factors, including in particular: Wage costs, social security costs, foreign exchange rates, purchase prices, etc. (hereinafter: charges and prices). In such a case, System7 shall notify the customer in advance of any increase in charges and prices. In this case, the customer has the right to terminate the contract in writing if the parties do not agree on an increase of the fees and prices. Irrespective of the right of termination, the customer shall be obliged to object in writing to any increase in charges and prices within thirty (30) days of receipt of such notification by System7. Otherwise, the notified increase in charges and prices shall be deemed to have been approved between the parties and shall become effective.
- 7.5 System7 invoices are due and payable upon receipt. They shall be paid in full by the customer within thirty (30) days of the invoice date at the latest, unless otherwise agreed in writing between the parties. Payments shall be made without set-off, deduction and/or deferral. Offsetting by the customer is only permitted with legally established claims.
- 7.6 If the Customer fails to pay any debt due within the payment period of thirty (30) days from receipt of the invoice, (i) System7 shall have the right (without prejudice to any further statutory rights) to suspend performance of any Contract with the Customer without any further notice being required. System7 shall also have the right to recover from the Customer any costs incurred as a result of the default. Furthermore (ii) the customer owes - without any further notice being required - interest on the amount due at the rate of one and a half (1.5%) percent per month, but at least the statutory default interest for merchants. System7 reserves the right to prove a higher interest damage. Should the customer continue to fail to fulfil the claim after the default has occurred, the customer is, in addition to the above-mentioned initial claims, also obliged to reimburse System7 for any costs of a debt collection including all lawyer's and court costs. In the event of a delay in payment, System7 also has the right to make use of the retention of title agreed in point 5.5 and to demand the return of the goods.
- 7.7 If no turnover tax is to be invoiced for deliveries to a customer in a member state of the European Union, the customer must, at System7's request, immediately provide the evidence that is required on the basis of the legal provisions, in particular for turnover tax, in order to demonstrate the tax exemption of the delivery to the tax authorities. This applies in particular to the proof of the transfer of the goods to another member state of the European Union, for the VAT identification number (UID) or a personal exemption of the customer.

8. OBLIGATIONS OF THE CLIENT

- 8.1 The Customer is obliged to ensure timely unhindered access and to provide all facilities, equipment, software as well as corresponding licenses, means as well as aids and information (including technical and functional documentation as well as other information) which System7 requires for the proper execution of the contract (and/or which are useful with regard to the content of the contract). No costs shall be charged to System7 for this provision. Likewise, the customer grants System7, free of charge, all necessary and adequate cooperation required for the proper execution of the contract and agrees to instruct System7's employees, if necessary, free of charge with regard to safety and other, possible regulations.
- 8.2 In the event that the Customer fails to comply with the provisions of Article 8.1 in a reasonable and/or timely manner, System7 shall in any case have the right to suspend the execution of the relevant Agreement. System7 shall have the right to charge the Customer for any costs incurred or to be incurred as a result thereof in accordance with the current prices and charges in force at that time. The Customer shall also indemnify System7 against any claims by third parties claiming damages in connection with the performance of a Contract, provided that the damages are attributable to acts or omissions of the Customer.
- 8.3 The Customer alone shall be liable for the selection, use, safety, support and application of the goods and/or (services) provided by System7 within or outside the Customer's organizational area, unless otherwise expressly agreed in writing between the parties beforehand.

9. DUTIES OF SYSTEM7

- 9.1 System7 shall provide qualified personnel for the supply of goods and/or provision of services and shall use its best endeavors to perform the services to the best of its knowledge and ability.
- 9.2 System7 delivers goods and/or provides services on working days within the meaning of the General Terms and Conditions, unless otherwise agreed in writing between the parties. All schedules and deadlines mentioned by and/or agreed with System7 are described and planned to the best of System7's knowledge on the basis of the information and the present circumstances known to System7 at the time of the conclusion of the contract. System7 shall use its best endeavors to comply with the said schedules and deadlines; an occasional exceeding of such a deadline or schedule shall not be deemed an attributable breach of contract on the part of System7. In the event that there is a risk of such a deadline or schedule being exceeded or that it has already been exceeded, the parties shall enter into consultation as soon as possible.
- 9.3 The warranty and liability of System7 for all goods and services is conclusively and exclusively regulated in this clause 9.3. System7 shall only be liable and provide warranty in accordance with the following paragraphs a.) - h.):
- a.) System7 warrants that any Goods supplied by and/or on behalf of System7 shall perform substantially in accordance with the contractual specifications as set out by System7 for a period of twelve (12) months from the date of delivery, a copy of which contractual specification(s) shall be provided to the Customer for inspection upon request. The period of warranty acceptance shall not start anew in the event of replacement and/or repair of the goods concerned; the original warranty period shall always remain unaffected in such cases.
- b.) Under no circumstances shall there be any warranty assumption, as determined in this article, (i) for the delivery, replacement or introduction of wear and tear materials, (ii) for defects caused in any way or related to (a) external influences, (b) repairs, modifications as well as careless, inexperienced and/or incorrect use and/or similar actions on the part of the customer or third parties, and/or (iii) for cases of negligence for which System7 is not responsible.
- c.) If the customer does not give notice of defects in accordance with point 4.3, all warranty claims, claims for damages and other claims based on the defectiveness shall be excluded. This applies in particular but not exclusively if the notice of defect is not given within the period stipulated in clause 4.3, is not in writing and does not contain and specify the necessary information in terms of content. The customer must also prove within 6 months after handover that the defect was already present at the time of handover. The customer must ensure that the goods are still in the same condition as when they were delivered. The customer has no right to compensation or warranty if the goods to which the

damage or defect relates have been processed or treated in whole or in part and/or otherwise altered by and/or for the customer.

d.) If System7 - based on first available information - agrees with (the content of) the notice of defects, System7 will, for the goods concerned, (i) remedy the defects to the best of its knowledge and ability and issue a credit note to the Customer for the corresponding costs or replace the goods concerned, or (ii) send the Customer a credit note for the amount the Customer had paid for those goods, in each case at System7's discretion.

e.) If the case arises or insofar as System7 is not in a position to assess the notice of defect on the basis of the first available information, System7 shall inform the Customer in writing whether the goods in question are to be returned by the Customer (and to where) or not. Art. 4.4 of the General Terms and Conditions applies unaffected. In such cases, the reasonable transport costs for the return shipment on the part of the customer for transport customary in the trade shall initially be for the account of System7.

f.) In all other cases than those described in article 9.3.e - and in the event that it should ultimately transpire after the final inspections by System7 that the goods do not have a defect for which System7 is responsible within the meaning of these General Terms and Conditions - the transport, inspection and associated costs shall be at the expense and for the account of the customer, and this shall then be invoiced to him in accordance with the applicable charges and prices of System7. The risk shall pass to System7 from the moment the goods have come into the actual power of disposal of System7.

g.) If System7 has decided to replace the relevant goods in accordance with Art 9.3.d, System7 shall deliver to the Customer the relevant new goods or new parts of such goods or appropriate goods replacement or parts replacement at System7's option.

h.) The Customer undertakes to store and keep the goods in question for six (6) months at its own risk and expense so that System7 has the opportunity to inspect or further investigate defects during this period.

9.4. Except as provided in these General Conditions and/or in individual written contracts, all other express and/or implied terms, claims, conditions and obligations arising by law or contract are waived and excluded to the fullest extent permitted by law. System7 shall not be liable in respect of goods, services and related performances outside the scope described in Article 9.

9.5. Any goods supplied and/or services rendered to the Customer outside the scope of System7's existing warranty obligations (as described in these General Terms and Conditions or in the Contract) shall be charged separately by System7 in accordance with its usual charges and prices.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights in respect of Goods and Services shall vest solely in System7 or its licensor(s). The Customer does not acquire any (use) rights and/or other powers of any kind in relation thereto, unless granted in these General Terms and Conditions or in an Agreement and/or otherwise expressly agreed in writing between the parties.

10.2 System7 shall indemnify and hold the Customer harmless - subject to this clause 10 - in respect of any claim by a third party in relation to the said goods and services, provided that such claim is based exclusively on an infringement or alleged infringement of an intellectual property right asserted in Austria. In such cases, the Customer shall, upon System7's request, (i) immediately inform System7 in writing of the existence and the content of such claim, (ii) provide System7 with the necessary and required cooperation, (iii) leave the handling of the case in question to System7, and (iv) if necessary, grant System7 adequate power of attorney to defend the claim on behalf of the Customer, if applicable.

10.3 The indemnification referred to in Article 10.2 shall cease (i) if and to the extent that the relevant breach is related to a modification to the Goods made by other than System7 or (ii) if the relevant breach is not attributable to System7.

10.4 In the event of aforementioned claims by third parties, System7 shall have the right to replace or modify the goods or a part thereof or to terminate the relevant contract in whole or in part, in each case at System7's discretion.

11. UNJUSTIFIABLE DEFECTS

- 11.1 System7 shall not be liable for any failure to perform a contractual obligation in whole or in part if such failure is not due to attributable fault, nor is such failure attributable or responsible under law or legal practice (common law, trade usage). Equal to this and included therein is a breach of performance by suppliers and/or dealers not attributable to System7.
- 11.2 In such situations, System7 shall also have the right to suspend the currently affected own obligations without recourse to a court and/or - if such a situation lasts longer than two (2) calendar months - to terminate the relevant contract in whole or in part in writing without System7 having to pay any compensation and/or warranty claims. In the event of full or partial termination, what has already been fulfilled in respect of the contract shall be settled pro rata, without any further mutual obligations between the parties.

12. LIABILITY

- 12.1 System7's liability arising from the Contract, General Conditions, Offers and/or their performance is further exhaustively and fully described in the provisions of Article 12 and its paragraphs; beyond the cases mentioned in this Article 12 and its paragraphs, System7 shall not be subject to any further liability for compensation, without regard to the nature of the claim(s) concerned, except for such claims based on gross negligence of senior personnel or tort.
- 12.2 The customer may only assert rights to damages arising from the defectiveness of the goods if he has submitted a notice of defect in accordance with clause 4.3. The notice of defects must be made in writing within the period stipulated in clause 4.3 and must contain and specify all necessary information. Other claims for compensation by the customer - apart from those arising from the defectiveness of the goods - shall only arise if the customer reports damage to System7 in detail in writing immediately after it has occurred or arisen (but in any case, no later than within fourteen (14) days after the customer may have become aware of damage). The customer has no right to compensation or warranty if the goods to which the damage or defect relates have been processed or treated in whole or in part and/or otherwise altered by and/or for the customer.
- 12.3 If and to the extent that any act and/or omission by System7 should result in the death of any person and/or personal injury, System7 shall be liable to a maximum of EURO 1,000,000 (in words: one million Euros) per occurrence of damage, a series of related occurrences being as one occurrence of damage, except in cases of willful misconduct or gross negligence on the part of System7's management.
- 12.4 Except in cases of willful misconduct or gross negligence on the part of System7's officers, System7 shall not be liable for (i) any indirect loss (including but not limited to consequential loss, loss of profit, loss of savings, damage to files or data files, and damage due to business interruption) and (ii) any other damage exceeding the total amount (exclusive of VAT) invoiced by System7 to the Customer and payable by the Customer to System7 under the relevant Agreement (or the relevant part thereof), subject to a maximum payable liability of EURO 500.000 (in words: five hundred thousand Euros) per calendar year. Furthermore, "other damage" within the meaning of the preceding sentence shall exclusively mean: (i) adequate costs incurred by the Customer (a) to determine the cause and extent of that "other damage", (b) to prevent or limit such "other damage" and (c) to ensure that System7's performance fulfils the relevant contract, to the extent that such contract has not been terminated by the Customer, (ii) adequate costs incurred or to be incurred by the Customer in cases as described in Article 10.2, (iii) material damage to goods and/or other assets belonging to the Client and/or third parties directly connected to the goods and/or services supplied by System7, and (iv) damage to intangible assets (in particular software and components, files, databases and server systems).
- 12.5 Without prejudice to the above provisions in Article 12 and its paragraphs (but excluding cases of intent or gross negligence on the part of System7 executives), System7 shall only be liable for damages covered by an insurance policy taken out by System7. A copy of this insurance and the corresponding policy will be handed over to the customer for examination upon request.
- 12.6 Liability towards entrepreneurs within the meaning of the Consumer Protection Act for material damage resulting from any defectiveness of the goods (the product) is excluded. In the event that the customer resells the goods to another entrepreneur, he undertakes to transfer the above exclusion of liability. In the event that such a transfer is not made, the customer undertakes to indemnify and hold us harmless

and to reimburse all costs. Should the customer himself be held liable within the scope of product liability, he expressly waives recourse.

13. CONFIDENTIALITY AND NON-TAKEOVER OF STAFF, ETC.

- 13.1 Each party shall treat all information of a confidential nature received from the other party, including information relating to commercial, strategic, financial, technical and/or other matters, and/or other knowledge relating to the party as strictly confidential and shall not make any statements with regard thereto to third parties. Information shall in any event be kept confidential if requested to do so by either party. It is understood that the Parties shall mutually take appropriate measures and precautions to ensure the confidentiality of Confidential Information.
- 13.2 Article 13.1 may be waived only if (i) the information concerned is disclosed with the prior written consent of the other party and/or (ii) the said information is required to be disclosed in order to comply with a decision to that effect by a judicial authority, in which case the party required to disclose shall notify the other party in advance and take such steps as the other party may reasonably require to limit such disclosure as far as possible with the aim of protecting the confidentiality of the information concerned to the fullest extent possible.
- 13.3 Each party undertakes to the other party not to employ, directly or indirectly (for itself or for the benefit of third parties), any personnel or other employees of the other party who were involved in the execution of the contract concerned, nor to have any aforementioned personnel or employees work for it in any other way, during the term of a contract and for one (1) year after termination (without regard to the reason for termination and/or who triggered such termination) and/or after its expiry, except with the express written consent or approval of the party.
- 13.4 In the event of a breach of the provisions of Article 13.3, the transgressing party shall owe the other party, inter alia, an immediately due and payable fine of one (1) gross annual salary per staff member or employee concerned, without prejudice to the party's right to claim damages in excess thereof from the transgressing party.

14. NOTICE OF TERMINATION

- 14.1 Either party shall be entitled to terminate the Agreement immediately without further notice and without prior judicial intervention if (i) the other party applies for suspension of payments or is declared bankrupt or (ii) the other party is a legal entity and such legal entity is dissolved.
- 14.2 A Contract may only be terminated by System7 immediately, in whole or in part, without further notice to the Customer and without first taking legal action, by registered letter, if the Customer is in default in the timely performance of any obligation under the Contract (including but not limited to the payment of sums due from the Customer) and fourteen (14) days have elapsed after receipt of a written reminder/non-performance notice to the Customer. This right of termination is without prejudice to any other rights of System7.
- 14.3 If the Customer has already taken delivery of goods and/or services from System7 at the time of termination, these and the associated payment obligations shall not be subject to cancellation of the contract. Claims which System7 has invoiced for services rendered prior to cancellation in connection with and with a view to the contractual relationship shall remain due and payable without delay as of the date of cancellation, without prejudice to further rights of System7.

15. CHOICE OF LAW AND PLACE OF JURISDICTION

- 15.1 These General Terms and Conditions as well as contracts concluded between the parties shall be governed by Austrian law to the exclusion of the conflict of laws rules of private international law. The application of the Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention) is excluded.

- 15.2 For all disputes in connection with the General Terms and Conditions, offers and contracts and/or the fulfilment thereof and/or in relation thereto, the Austrian court with local jurisdiction for the branch or office of the System7 business unit concerned shall have exclusive jurisdiction.