

General Terms and Conditions for all products of CTModule AG

1. General

These General Terms and Conditions govern the entering into, the content and the performances in particular of contracts for the sale of goods by CTModule AG to customers / resellers / distributors, in the following text summarized under the single term 'customers'.

By accepting an offer, the customer declares that he accepts the terms and conditions set out hereunder. The terms and conditions at hand may be varied by terms in personalized offers, contract documents or any other part of the contract.

The customer explicitly accepts that these General Sale Conditions shall apply and that the customers General Terms and Conditions are completely excluded. Any supplementary or conflicting terms shall have effect only if confirmed in written form by both CTModule AG and the customer. Different provisions quoted in correspondence, purchase conditions or other documents shall only apply if explicitly confirmed by CTModule AG in written form.

In case of obscurities in the English version of the General Terms and Conditions of CTModule AG, the German version shall apply.

2. Subject

CTModule AG grants customers the usufructuary right on its products contractually agreed in accordance with the regulations of these General Terms and Conditions.

The term of 'products' includes the entirety of products, services and further materials, including names, registered trademarks, documentations, hardware, software, manuals, instructions, further know-how etc., that CTModule AG or a third-party on CTModule AG's origination has made available to the customer. Furthermore shall be clarified that additional products, services, etc. which have been made available to customers during the term of contract will automatically be part of the General Terms and Conditions.

3. Orders

In case of an order through a distributor of CTModule AG's products, the General Terms and Conditions of this distributor apply additionally to these of CTModule AG. For the proceeding of an order the General Terms and Conditions of the distributor have major priority.

The customer may make its order in written form (post mail, fax, e-mail, etc.) or by telephone. These General Sale Conditions shall be deemed as accepted if the customer submits an order.

An order made by the customer may or may not be accepted by CTModule AG at its sole discretion.

In the event that CTModule AG accepts the order of the customer, CTModule AG will confirm the particular order with a confirmation letter, which states the type of the products to be sold as well as their pricing.

These General Terms and Conditions will be attached to the above mentioned confirmation letter of CTModule AG.

4. Price of products

The price of the products ordered by the customer and delivered to the customer shall be mentioned in the confirmation letter of CTModule AG. Prices for products and other services (e.g. maintenance) are listed separately.

Other prices contained in prospectus, advertisement or other documents shall not be applicable.

The Delivery is always EXW Bern (INCOTERMS 2000) and all price indications exclude VAT.

Any taxes, duties or other levies in connection with the sale and delivery of the products from CTModule AG to the customer shall be borne by the customer.

All costs and expenses in connection with the packaging, insurance and transportation of the products from CTModule AG to the customer shall be fully borne by the customer.

5. Delivery

Any delivery periods indicated by the customer or CTModule orally or in written form shall be non-binding unless explicitly accepted by CTModule AG in written form included in an offer, in a confirmation letter or in the contract.

Any risks in connection with the transportation of the products shall be borne by the customer.

Upon receipt of the products, the customer shall inspect the quality and quantity of the products delivered and shall inform CTModule AG in written form within eight (8) days after the receipt of the products on any default. The customer needs to request a RMA (Return Material Authorization) number before returning any products to CTModule AG.

CTModule products are partly delivered in a basic version without options. If necessary, an enhanced license can be requested via e-mail address (support@ctmodule.com). The request must contain following information: product and version, startup code, desired number of voice lines, desired number of fax lines, desired options, the name of the partner company and/or the purchaser, as well as a valid e-mail address to which the license key shall be sent.

6. License Agreements

CTModule AG's products may consist of hardware and software or only software. This article of the General Sale Conditions governs license agreements for all software-based products, including additional and/or third-party products. The hardware, which is supplied by CTModule AG to the customer, devolves in accordance with these General Terms and Conditions into the possession of the customer.

The usufructuary right for CTModule AG software shall be understood as single, non-exclusive and non-transferable licenses, with use at the contractually defined location, on that (or those) defined computer system(s) of the customer.

The licensed products, including manuals, documentations etc., represent business secrets, are protected by copyright law and may only be used on the system(s) as defined previously between the contract partners. The software may only be copied with remark of the copyright and patent law notes and only for usage on the previously declared computer system(s) of the customer. The use of the licensed products at to the customer affiliated or co-operating enterprises or partner companies etc. requires a previous agreement by CTModule in written form for each case.

The software may not be distributed, copied, translated, disassembled, decompiled, reverse engineered, built up or merged with other software, adapted, modified or changed. All manuals and documentations are property of CTModule and may not be distributed, neither completely nor partly, in some way copied, be converted into any electronic form, translated or in any other way reproduced.

If a temporary limited operating time was contractually agreed, the customer may not use the licensed products, as well as all directly or indirectly related things and rights, any longer after the expiration of the contract. The customer has to hand back all products to CTModule AG on the last day of the term of contract at the latest, without being requested. Furthermore the customer ensures that all software copies and installations are deactivated and deleted within the last day of the term of contract.

The software and the licensed products may in no case be used or placed outside of the location and/or territory of the country other than the one defined in the contract.

7. Payment

If the parties do not agree ulterior, the customer must effect the payment for the products within ten (10) days after CTModule AG's date of invoice. CTModule AG has at all times the right to request a prepayment (invoice and payment before delivery).

If the customer does not effect the requested payment within the payment period, CTModule AG reserves itself the right to charge interest at a rate of one-point-five (1.5) percent per month.

8. Title and Risk

CTModule AG explicitly reserves all rights and titles of the ordered products until the customer makes full payment to CTModule AG. CTModule AG reserves itself the right to register such retention of rights and titles in the respective

register at the domicile of CTModule AG and/or the domicile of the customer.

Until the customer has made full payment, the products shall not be modified, pledged or sold by the customer to any further party.

9. Intellectual Property Rights / Confidentiality

The customer hereby acknowledges and confirms that all intellectual property originated in connection with the ordered products shall turn into exclusive property of CTModule AG.

The customer shall treat all information obtained from CTModule AG which is marked as "confidential", or which is in a general manner called differently, or which has the necessary quality of confidence, strictly confidential.

10. Export Control

The customer hereby acknowledges that certain products sold hereunder may be subject of the export control laws and/or regulations of the United States, the European Union or other countries. The customer agrees to adhere these laws and regulations in their fully entirety.

11. Warranties / Liabilities / Support / Maintenance

CTModule AG ensures the functional efficiency of the products in accordance with the current manuals and technical specifications of CTModule AG and/or the manufacturers of third-party hardware products, under the condition of a professional installation of the product, with consideration of the technical specifications and instructions of CTModule AG, as well as to the exclusion of the claim on further properties and services.

The liabilities of CTModule AG are related and/or limited to the software versions officially supported by CTModule AG.

CTModule AG is liable to solve immediately reported and reproducibly documented software errors. It's CTModule AG's sole discretion to either fix software errors or to name counteractive or bypass measures to solve the error. A software error is present, if the software does not render the contractual defined performance or only in a substantially decreased way, although the product was installed and performed professionally, with consideration of the current manuals and technical specifications of CTModule AG, as well as under exclusion of the requirement on further properties and services.

The period of warranty of customized provided software amounts thirty (30) days. It begins with the delivery date of the software and does not extend due to services of CTModule AG in the context of the warranties.

Any further assert of claims of the customer is impossible, including the liability for direct, indirect or coincidental damage and consequential damages, lost data or programs, etc.

If the reported error or problem is not caused by CTModule AG and/or its products, the activities and services arisen by CTModule AG for debugging and bug fixing goes on the

account of the customer, in accordance with the valid tariffs of CTModule AG.

In case of a defective hardware CTModule AG supplies up to a max. of two (2) spare license keys per end user installation free of charge. The customer must submit to CTModule AG a confirmation of the defective hardware from the end user in written form and without special request.

CTModule AG's warranties regarding the products preinstalled to hardware are limited to furnish a replacement product or parts thereof or, to CTModule AG's sole discretion, to repair defective parts, free of charge and for a maximum period of twelve (12) months after delivery of the products to the customer. CTModule AG shall be granted an appropriate period of time in order to have such replacement or repair properly effected.

To the extent to which it may be legally applicable, there is no warranty on customized provided software products without hardware.

No warranty shall be given to the customer if the defects result from improper or inadequate installation, use or maintenance of the products.

The customer needs to request a RMA (Return Material Authorization) number before sending any products back to CTModule AG.

Furthermore, CTModule AG declines any other liability or warranties for faulty products or damages caused by the products as a result of faulty material or manufacturing, or damages occurring as a result of the commercial use of the products or pure financial damages (i.e. any damage which does not result out of physical harm to a person or its property), or other indirect or consequential damages.

CTModule AG shall, in particular, not be liable for any loss or damage sustained or incurred by the customer or any third party resulting from a breakdown or fault of the products.

CTModule AG in particular does not take any responsibility for the customer's expenditures to resale CTModule AG's products to third parties or obligations customers entered in this context.

For a fee according to the latest CTModule AG pricing list, CTModule AG offers customers special support agreements for the respective products.

End users address their support requests directly to CTModule AG's partners (customers). Within Switzerland the Hotline 0900 CALLISTO (CHF 2.40/min., from 5 Min. CHF 4.80/min.) is available for Callisto partners. In the context of the maintenance agreements in Switzerland and in other countries, the contact address support@ctmodule.com is at the disposal of CTModule AG's partners. For support requests beside the Hotline the latest pricing list is valid. Requests by customers are to be started with the following information: product and version, startup code, a precise error description, configuration of third-party systems (e.g.: PBX -, soft PBX -, router configuration, etc.), the urgency and a personal contact with contact data. The support is ensured in accordance with the maintenance agreements during office hours.

As far as not contractually agreed to deviating regulation, the maintenance agreement begins with the date of the order of the CTModule AG maintenance services, with a firm maintenance period of twelve (12) months. The contract

automatically renews for a further period of twelve (12) months, if it is not cancelled in written form ninety (90) days before the beginning of the new maintenance period.

The customer does not have the right to request the latest software versions and/or the latest changes of existing software free of charge from CTModule AG's. Customers with a maintenance contract get a 50% discount.

Further regulations particularly for Callisto products are to be taken from the Service Level Agreement (SLA) for Callisto products of CTModule AG.

12. Violations of contract, impossibilities

A breach of the contract caused by the customer, in particular an offence against the property and patent law, authorizes CTModule AG to cancel the agreement between CTModule AG and the customer without notice or compensation. The assertion of amends remains expected.

The compulsory treaty indemnity of CTModule AG stands under the reservation of the service provision and/or supply by its suppliers/contract parties.

13. Force Majeure

Neither party shall be liable for any delay in performance caused by circumstances beyond its reasonable control and the party in delay shall be entitled to a reasonable extension of time for performance.

14. Severability

The invalidity or unenforceability of any provision of these General Sale Conditions shall not affect the validity or enforceability of the remainder of such provision or paragraph. The void or unenforceable provisions shall be replaced by valid, enforceable provisions to be agreed upon by the parties hereto which shall accomplish as precisely as possible the purpose and intent of the void and invalid provisions.

15. Governing Law / Jurisdiction

These General Terms and Conditions shall be governed by and construed in accordance with the laws of Switzerland, the Vienna Convention on Contracts for the International Sale of Goods being excluded.

All disputes shall be exclusively resolved by the ordinary courts of the city of Berne, Switzerland.

16. Changes

The General Terms and Conditions are subject to change by CTModule AG without notice.