GENERAL TERMS AND CONDITIONS (GTC)

§ 1 Scope

1. The following General Terms and Conditions (GTC) apply exclusively to all business-to-business transactions. These terms and conditions shall apply exclusively to all goods and services currently provided by Raynet GmbH, Technologiepark 22, 33100 Paderborn, Germany HRB 3524 (District Court Paderborn), VAT| ID DE 812 87 19 23, represented by its managing director, Mr. Ragip Aydin, and its locations to its contractual partners, including the offers found in Raynet online stores. If the customer has a principal place of business located in the United States of America the contractual partner will be the Raynet Inc. with its business location at 10, North Martingale Road, suite 400, Schaumburg, IL 60173 United States of America.

2. Raynet shall not acknowledge any terms and conditions of the contractual partner, which contradict or differ from Raynet 's General Terms and Conditions, unless Raynet has expressly agreed to these in individual cases.

3. Raynet exclusively concludes contracts with entrepreneurs. Contractual partner ensures that he is entrepreneur in terms of Section 14 of the German Civil Code (BGB).

§ 2 Conclusion of contract and subject terms of contract

4. The respective deliveries and services shall be each agreed in separate agreements, which are based on these GTC.

5. Any quotations provided by Raynet are non-binding and subject to change, unless they contain a certain acceptance period or are expressly marked as binding. The orders and assignments of the contractual partner are deemed to have been accepted only upon written confirmation (email is sufficient) or actual performance of the service by Raynet.

6. The product description and illustration depicted in the Raynet online shop "Package Store" is not considered as a legally binding offer. The contract will be concluded as follows: By ordering goods of the online shop contractual partner declares its binding contract offer. Contractual partner may correct input errors before submitting an order. By means of clicking the appropriate button in the final step of the ordering process, the contractual partner submits a legally binding offer of contract. After receipting the contract offer Raynet will send an automatically generated email to contractual partner confirming the order and containing the order information. This automatic order confirmation does not constitute any acceptance of the offer. Acceptance will either be expressly declared or takes place by making the purchased software package available for download or by delivering the appropriate download link.

7. Raynet reserves the right to make technical and design changes to the products, or to change descriptions and specifications in brochures, catalogues and written documentation due to technical progress or market changes. Such changes and deviations shall not give rise to any claims against Raynet.

8. Legal relations between Raynet and the contractual partner shall be exclusively governed by a written agreement, including these General Terms and Conditions. Verbal commitments made by Raynet prior to the conclusion of the agreement are not legally binding. Verbal agreements between the contracting parties shall be replaced by provisions of the agreement, unless they continue to be valid and binding due to their respective nature.

6. To be effective, any changes and additions to any agreements made including these General Terms and Conditions must be made in writing. Except for managers and authorized representatives of Raynet, the employees of Raynet shall not be entitled to make alternative arrangements.

7. By accepting these general terms and conditions contractual partners agree to permit Raynet to publish contractual partners company name and logo for reference purposes on Raynet 's webpage and presentation slides. Raynet assures that it uses company name and logo exclusively with consideration to the valid legal competition, trademark, and copyright protection regulations. Contractual partner may revoke it consent in writing at any time.

§ 3 Scope of services

1. The supply of each delivery or service, the procedure required thereto and the type of performance and information provided by the contractual partner as well as work equipment shall be agreed in individual contracts.

2. Raynet reserves the right to select employees and to replace them if this becomes necessary for operational reasons.

3. The delivery of software products, including all goods of the online shop, takes place by download respectively by delivering the appropriate download link, unless otherwise agreed.

§ 4 Data protection

1. Raynet 's Privacy Policy shall apply.

2. Raynet stores data from the contractual relationship for data processing purposes and reserves the right to transfer the data to third parties to the extent necessary for the fulfilment of this agreement.

3. If access to personal data of the client is not excluded within the framework of a contractual relationship, the provisions of the Basic Data Protection Regulation (DS-GVO) and the General Data Protection Regulation (GDPR) shall apply.

§ 5 The contractual party's duty to cooperate

1. The contractual partner undertakes to treat any information about the delivered goods or services as well as the pre-contractual and contractual correspondence as confidential. The information may not be disclosed to third parties without the prior written consent of Raynet. The contractual partner shall also obligate its employees and vicarious agents to keep the aforementioned information confidential.

2. The contractual partner is obligated to protect the intellectual property and the supplied products against unauthorised access by third parties, and to obligate its customers and other partners accordingly. Raynet reserves the title or copyright to any submitted quotes or cost estimates and to drawings, illustrations, calculations, brochures, catalogues, models, tools, as well as any other documents and resources provided to the customer. The contractual partner is prohibited from making these items or their content available to third parties, from disclosing them, from using them either themselves or through third parties, and reproducing them or have them reproduced, without the express consent of Raynet. At the request of Raynet the

contractual partner must return all these items, including any copies, to Raynet or destroy them if they are no longer needed in the ordinary course of business, or if negotiations do not result in the conclusion of a contract.

3. The contractual partner shall be responsible for creating the conditions necessary for the proper performance of services contracted from Raynet. The contractual partner is obliged to accept target concepts, organisational concepts, and software products without delay after they have been delivered or created. If the contractual partner starts using the delivered products or four weeks have elapsed since the delivery without any defects being reported, the products or services shall be deemed to have been accepted.

§ 6 Retention of title

1. Raynet shall retain title to any products delivered until all current or future claims arising from the business relationship with the contractual partner have been settled in full. This retention of title shall extend to products that are delivered on a disk or provided online and shall also apply to materials pertaining thereto. The products or any other goods replacing them under this retention of title clause shall be hereinafter referred to as reserved goods.

2. The contractual partner shall store the reserved goods for Raynet free of charge.

3. The contractual partner shall be entitled to dispose of the reserved goods in the ordinary course of business, until such time as an enforcement event occurs. Goods which are subject to reservation of title may not be pledged or assigned as collateral security.

4. The contractual partner hereby assigns any resulting claims against the purchaser by way of security to Raynet. The same shall apply to other claims, which may replace the reserved goods or arise in connection with the reserved goods.

5. In case of attempts by third parties to seize the reserved goods, in particular, by means of assignment, the contractual partner shall immediately inform them of Raynet's reservation of title and notify Raynet accordingly in order to enable them to enforce their intellectual property rights. If the third party is not in the position to reimburse Raynet for the judicial and extrajudicial costs, the contractual partner shall be liable to Raynet in this respect.

6. Should Raynet rescind the agreement (enforcement event) due to breach of contract by the contractual partner, in particular due to late payment, it shall be entitled to request the reserved goods.

§ 7 Intellectual property rights of Raynet

1. Raynet is and shall remain the holder of all rights to the products provided to the contractual partner. This shall also apply to parts of the products or derivative products developed, in whole or in part, from these products, including related materials.

2. The contractual partner shall be obliged to send a written notice to Raynet if a claim is asserted by third parties on grounds of infringement of intellectual property rights.

3. The contractual partner may only use Raynet products for its own purposes and to the extent agreed in the respective agreement. The contractual partner shall only be liable to Raynet for any damage suffered as a result of the breach of the aforementioned obligations of the contractual partner.

§ 8 Warranty

1. The warranty period is 12 months from delivery or, if acceptance is required, from acceptance.

2. The contractual partner shall be obliged to thoroughly examine all goods immediately upon delivery. Any defects shall be reported in writing immediately to Raynet. Section 377 of the German Commercial Code (HGB) shall apply.

3. The contractual partner shall not be entitled to make warranty claims for defects that represent only a minor deviation of the goods and services from the agreed quality or a minor impairment of usability.

4. In all cases, Raynet shall be entitled to choose between rectification of the defect and replacement delivery. The request of the contractual partner for corrective action must be made in writing. Raynet should be given a suitable period to perform corrective action. If the delivery or performance is to be remedied, the rectification of defects shall be deemed to have failed only after an unsuccessful second attempt. If the supplementary performance fails, then the contractual partner shall have the right to reduce the agreed fee or rescind the contract. The statutory cases in which no additional period (grace period) is required shall remain unaffected. The application of Sections 478, 479 of the German Civil Code (BGB) remains unaffected.

5. Without prejudice to any further claims shall the contractual partner, in the case of an unjustified complaint, pay to Raynet the expenses for performing necessary checks and - if required - the costs of rectifying the defect.

6. The warranty is void if (a) the contractual partner makes changes itself or engages a third party to modify the contract item without the consent of Raynet (b) the contractual partner uses the contract item for purposes other than the intended purpose or misuses it, (c) problems and mistakes are based on the fact, that contractual partner has used the contract item with software programs and products which are incompatible, (d) third party software or open source software is not licensed or is licensed incorrect.

7. During the warranty period, Raynet warrants that the Software product, as provided, will substantially perform the functions described in the specification.

8. Raynet does not guarantee that the delivered software products are suitable for the purposes intended by the contractual partner. No guarantee is further given for any technical details, operability in the customer environment, or regarding the suitability of the contracted software for any specific purpose, unless otherwise provided in the specification of software. Specifications made in the software specification or other documents shall not constitute a guarantee unless they have been expressly designated as such.

9. Raynet accepts no warranties or guarantees whatsoever for the third party software ordered in the online shop, in particular not for its copyright protection, for accuracy and completeness of its technical data, and for its specific usability. No guarantee is further given for the source files of the packaged applications, its contents, or its actual function. Solely the particular manufacturer is responsible for the applications. Raynet does not guarantee operability of software packages, scripts, or tools in the customer environment.

10. If the contractual partner may claim any compensation for damages or claim for vainly expenditure due to warranty, is this subject to the following limitation of liability.

§ 9 Limitation of liability

1. Raynet shall not be liable for damages to legal interests other than life, limb or health, if damage is not caused due to deliberate action or gross negligence. This shall not affect the liability for the violation of substantial contractual obligations, the fulfillment of which is absolutely required for the proper rendering of the services owed under the agreement and the adherence to which the contractual partner may regularly rely on.

2. The liability of Raynet for data loss shall be limited to the typical data recovery cost which would have been incurred if regular backups were carried out.

3. The above exclusions of liability shall not apply if Raynet has fraudulently concealed a defect or has given a quality guarantee for the goods. Liability under the German Product Liability Law shall remain unaffected.

4. Raynet shall be liable for impossibility of deliveries or services only in cases of intent or gross negligence on the part of its statutory representatives or vicarious agents. The above section shall apply accordingly. In the case of gross negligence, the liability of Raynet shall be limited to foreseeable, typical damage. In all other cases, the liability of Raynet for damages and reimbursement of futile expenses due to impossibility shall be limited to 10 % of the value of goods or services. Any further claims by the contractual partner due to impossibility of delivery shall be excluded. The contractual partner's right to withdraw from the agreement shall remain unaffected.

5. A change in the burden of proof to the detriment of the contractual partner is not connected to the above provisions.

6. Given the current state of technology, it cannot be guaranteed that data communication over the internet is free of errors and/or available at all times. Raynet cannot, therefore, be held liable for the continuous and uninterrupted availability of online services.

§ 10 Delivery and service delays

1. The time limits and dates proposed by Raynet for the supply of goods and services shall always be deemed approximate, unless a fixed date or period has been expressly agreed.

2. The liability of Raynet for damages due to delays shall be limited to 10% in total for compensation in addition to performance (including the reimbursement of the futile expenses) and, for compensation in lieu of performance, to 10% of the value of the product or service in question. Any further claims of the contractual partner shall be excluded - even after the expiry of a possible time limit imposed upon Raynet for performance. The limitation shall not apply in cases of a culpable breach of material contractual obligations. A change in the burden of proof to the detriment of the contractual partner is not connected to the above provisions.

3. Events of force majeure, which would significantly impede the performance or make it impossible, as well as the failure of the contractual partner to comply with its duty to cooperate under § 5 (2) of these GTC, shall entitle Raynet to postpone the fulfilment of its obligations for the duration of the impediment plus a reasonable lead time. Cases of force majeure shall also include other circumstances, which could not have been foreseen at the time of concluding the agreement, in particular operational faults of any kind, strikes and lockouts, difficulty in obtaining materials or energy, transportation delays, shortage of labor, difficulties in obtaining necessary regulatory approvals, governmental actions, burglary, vandalism and other criminal

acts on the part of third parties, and similar events, which affect Raynet directly or indirectly, and for which it is not responsible.

4. Should such events render the supply of goods or services difficult or impossible, and if the impediment is not only of a temporary nature, Raynet shall be entitled to rescind the agreement.

5. If the contractual partner cannot be reasonably expected to accept the delivery or performance, he may rescind the contract by sending a written notice to this effect to Raynet without undue delay.

6. If Raynet is in default with provision of the services under this agreement, the contractual partner may terminate the agreement after setting a reasonable time limit in writing. If the delay is not due to a fault on the part of Raynet, the entitlement to claim damages for delay shall be excluded.

§ 11 Default of acceptance

1. If the contractual partner is in default with acceptance of the services or if he omits or delays a cooperation which is obliged to him according to this agreement or any other duty to cooperate, Raynet may demand the agreed remuneration for services not rendered as a result (excluding ancillary costs) without being obliged to provide supplementary performance.

2. This shall not affect the rights of Raynet with respect to compensation for any additional expenses incurred.

§ 12 Place of performance, transfer of risk, acceptance

1. Unless expressly stipulated otherwise, the place of performance for all obligations arising from the agreement is Paderborn, Germany. If the scope of services to be rendered by Raynet also includes installation, the place of performance is the location where the installation is to take place.

2. The delivery method and packaging are at the due discretion of Raynet.

3. When goods are delivered, the risk passes to the contractual partner upon handover of goods to the carrier. If the delivery is delayed due to circumstances attributable to the contractual partner, the risk shall pass to the contractual partner as soon as Raynet has made the goods ready for despatch or handover and has notified the contractual partner to that effect.

4. If products are delivered via download, the risk is passed to the contracting partner with the last data package belonging to the product files via the data port of the Raynet server.

5. If acceptance is required, the item shall be deemed to have been accepted if (a) the delivery and, to the extent that the scope of services to be rendered by Raynet includes installation, the installation is complete; (b) Raynet has informed the contractual partner of the aforementioned deemed acceptance and has requested him to accept the performance; (c) four weeks have elapsed since the delivery or installation, or the contractual partner has started to use the item and in this case, 14 working days have passed since the delivery or installation; (d) the contractual partner has not accepted the performance during this period for a reason other than having notified Raynet of a defect, which makes the use of the item impossible or which significantly affects it.

§ 13 Duration and termination of the agreement

1. The agreement shall expire at the end of the agreed term.

2. The foregoing shall be without prejudice to the right of termination for important reasons.

3. Notice of termination must be served in written form in order to be valid.

4. In the event of termination, full remuneration has to be paid to Raynet for the services provided up to the end of the contract and non-refundable incidental expenses (e.g. hotel and flight booking).

§ 14 Fees, payment terms and delay

1. All fees and any other invoiced amounts (e.g. travel expenses, out-of-pocket-expenses, ancillary costs, etc.) are exclusive of taxes and custom duties.

2. The corresponding currency is shown in the respective offer and the order.

3. The payment for the goods in the online shop may be performed by credit card, PayPal, direct debit, or invoice. Payment for all other products and services will be made by invoice.

4. The fees stated for the goods in the online shop refer to packaging and programming services being rendered by Raynet. They do not refer to the packaged application and their content itself. Contractual partner has to purchase and license these separately from the particular manufacturer.

5. The payment for the products and services of Raynet shall be calculated on the basis of time spent by Raynet and its employees or vicarious agents on their respective activities, including travel times (time-based fees), unless stipulated otherwise for individual cases.

6. Fee amounts are based on fee schedules of Raynet that are applicable to the respective order. Additional or special services shall be charged separately.

7. Fees are due within 30 calendar days of the date of the invoice, unless otherwise agreed.

8. Fees are payable in full upon delivery or acceptance. Without any further notice from Raynet, the contractual partner will be in default of payment if no payment is received within 15 days after the due date.

9. In the event of delayed payment, Raynet shall be entitled, after issuing a reminder to no effect, to charge interest at a rate of at least 8% p.a. above the base rate (Section 247 (1) of the German Civil Code (BGB)); unless the contractual partner can prove that the actual damage suffered is demonstrably lower. Raynet shall be entitled to assert higher damages, if it can prove that is suffered a higher damage as a result of the delay.

10. Raynet shall be entitled to supply any outstanding goods and services only against advance payment or collateral if after the conclusion of the agreement, it becomes aware of any circumstances that are likely to have a substantial adverse effect on the creditworthiness of the contractual partner and due to which the payment of outstanding claims of Raynet arising from the agreement by the contractual partner is exposed to a risk (including other individual contracts, which are subject to the same framework agreement).

§ 15 Set-offs and the right of retention

1. If the products are defective, the contractual partner shall not be entitled to withhold payment unless the delivery is obviously defective or the contractual partner is clearly entitled to refuse acceptance. In such a case, the contractual partner shall only be entitled to withhold payment if the withheld amount is in proportion to the potential costs of supplementary performance (in particular, the cost of remedying the defect). The contractual partner shall not be entitled to assert any claims and rights due to defects if he has failed to make payments when due, and the payable amount is proportional to the value of the defective goods or services.

2. Offset is only permitted in the case of undisputed or legally established claims.

§ 16 Non-assignment clause

The contractual partner may only assign claims arising from this agreement with the express consent of Raynet.

§ 17 U.S. Government Restricted Rights

For U.S. government agencies as contractors for the use of software products is the Raynet: The software product is a commercial item(s) as defined in 48 C.F.R. Section 2.101 and consists of commercial computer software ("Commercial Computer Software") and commercial computer software documentation ("Commercial Computer Software Documentation") as defined in 48 C.F.R. Section 12.212 and 48 C.F.R. Section 227.7202, respectively. The manufacturer expressly reserves the right to modify the software product. Except as otherwise provided in equivalent or superior terms, the U.S. Government does not acquire any rights to modify the Software Product without the written consent of the Manufacturer. The manufacturer is Raynet GmbH, Technologiepark 22, 33100 Paderborn, Germany.

§ 18 Export Restrictions

Licensee will not be permitted to export Raynet software products or use them in any manner prohibited by applicable export laws or other restrictions and regulations or the United States Export Administration Act (hereinafter collectively referred to as the "Export Laws"). If any portion of a Software Product is identified under the Export Laws as being subject to export control, you represent and warrant that you are not a national or otherwise located in any country that is embargoed by the United States (including Iran, Syria, Sudan, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software Product; Licensee also affirms that he is not an organization under the laws of or otherwise located in such countries. All rights to use the software product are granted under the condition that the contractual partner observes the Export Laws and that the rights are considered forfeited in case of violation of these laws.

§ 19 Final provisions

1. If any provision of this agreement is found to be invalid, it will be enforced to the extent permissible and the remainder of this agreement will remain in full effect.

2. The exclusive place of jurisdiction for all litigation with contractual partners resulting from this contract is Raynet 's business location. This agreement will be governed by the laws of the

Federal Republic of Germany. The same applies if the contractual partner does not have a general place of jurisdiction in Germany or if neither residence nor general location of habitation are known at the time of commencement of a suit. For all litigation resulting from this contract with contractual partners with a principal place of business located in the United States of America the laws of the State of Illinois apply. Court of jurisdiction will be Chicago.

3. These General Terms and Conditions have been written in the English language.