Terms of Usage of the Adyna Technology GmbH for Domoport services

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§ 1 - Scope of application

1. The ADYNA Technology GmbH, Campusallee 9927, D-55768 Hoppstaedten-Weiersbach (hereafter named ADYNA) offers services with Domoport (hereafter named "Domoport") which implement the remote control of compatible multiple subscribers via the Internet.

2. The following terms of usage shall apply for the contractual relationship between ADYNA and the users of the Domoport Internet services offered by ADYNA; ADYNA shall not acknowledge any terms contrary to or deviating from these terms of usage, unless ADYNA has expressly agreed to its validity in writing . These terms of usage of ADYNA also apply even if ADYNA shall unreservedly supply services for the user whilst in full knowledge of terms of the user which are contrary to or deviate from its terms of usage.

3. All agreements which are negotiated between ADYNA and the user with the objective of executing this contract are set down in writing in this contract. Valid verbal agreements shall be put down in writing. These include in particular consents, supplementary agreements, guarantees of condition, and contract modifications. The terms of usage are furthermore accessible at any time at the address www.domoport.de and shall be brought to renewed attention the first time of usage (Domoport online configuration). The user acknowledges the terms of usage of ADYNA GmbH through the online configuration. He/she has the option of printing out the general terms of business by clicking on the displayed button, or having it sent by e-mail.

4. The regulations of §§ 2-5(General Section) as regards these terms of usage apply to all the services to be performed by ADYNA, unless special regulations are agreed upon in §§ 6 ff.(Special Section). The regulations agreed upon in §§ 6 ff, special section) only apply to the respective business and/or product area. These areas are restricted to the issuing of licenses, the delivery of hardware products, the performing of services, and the usage assignment of software programs via the Internet.

§ 2 - Discretion / Confidentiality

1. The parties shall agree that all information which is designated by the other as "confidential" and/or "protected" shall not be imparted to a third party without the express previous agreement in writing of the respective other party.

2. The parties are responsible for placing their associates and employees who have access to confidential information within terms of this contract likewise under obligation of discretion, and for monitoring the maintenance of this obligation in the appropriate manner.

3. The regulations agreed to under this paragraph shall apply for a further period of five years, also after ending of the contract.

§ 3 - Payments / Deliveries

1. The prices which ADYNA charges for the individual services it performs are calculated based on the respective contractual agreement or the respective valid price list, which is enclosed with the contract.

2. All designated prices include the respective valid and legal value added tax.

3. For services performed by ADYNA which lie outside the services agreed upon in this contract, the prices are likewise determined based on the respective individual agreement or according to the price list, which is enclosed at contracting.

4. Should the user fall into arrears with the contractual payments, ADYNA has the legal right to demand arrears interest of the legally specified amount. ADYNA reserves the right of proof of greater damages caused by the user and which shall be refunded by the latter. However, if the user can prove that lesser damage for ADYNA was caused as a consequence of the arrears , the user is only obliged to refund this lesser damage to ADYNA.

5. The payment to be afforded by the user shall be due after the date of performed services; for recurring services after the end of the accounting date. The account to be settled shall be paid net without

deduction immediately after receiving the statement of account and shall be paid at the latest within two (2) weeks after account statement date, unless special agreements have been made.

6. Transport, construction and installation of delivered hardware is not included in the price, unless this is agreed upon expressly and in written form elsewhere.

7. The customer shall check the account statement without delay for its correctness and regulatory appropriateness. The customer is obliged to make any complaints against the account statement within four (4) weeks of receiving the statement.

8. ADYNA services and delivery schedules remain freely disposable, but shall be performed with the greatest possible care; their maintenance is subject to the respective capacity utilization and order situation. Dates and appointments are therefore only binding for ADYNA if they have been confirmed in writing. Without written confirmation, the customer can demand as binding a service/delivery period of four (4) weeks, however - if this is the case - only after the service/delivery specification has been exceeded. ADYNA is relieved of its service obligation for as long as the user has not fulfilled the required cooperative actions,or has not fulfilled them in due time, or not according to regulations.

9. ADYNA shall inform the user in every case of a long-term, temporary cessation or restriction of services. Over and above this, ADYNA shall inform the user in advance of every foreseeable cessation or restriction of services and their commencement. This obligation to inform shall not apply if, owing to the respective circumstances, the imparting of information is objectively not possible before the commencement of the cessation or restriction of services, since the imparting of information would delay the elimination of interruptions which have already occurred.

10. Maintenance work is performed wherever possible between 6 p.m. and 8 a.m.

11. Unless otherwise agreed upon in writing, all ADYNA services remain free and non-binding. ADYNA cannot guarantee the maintenance of a delivery date.
Should a due delivery/service be delayed owing to temporary service hindrances, which are not ADYNA's responsibility, and whose avoidance ADYNA did not have to provide for directly in any reasonable circumstances, and whose occurrence was neither foreseeable nor in any reasonable circumstances avoidable for ADYNA, the obligatory service/delivery deadlines shall thus tacitly be extended for the period in which the service hindrance occurs, and which cannot be avoided or eliminated using any reasonable means. Extensions of service deadlines/delivery dates can occur especially through force majeure, operational malfunctions, malfunctions of own supply system, labor disputes (own legitimate ones as well as all foreign ones, including their long-distance effect).

12. In payment arrears of the user, ADYNA has the right to withhold further deliveries. Damage claims for withholding made by the customer are excluded in this case. Part deliveries are permitted.

13. The user shall confirm that he/she has been informed by ADYNA that ADYNA regards it a sensible practise to save in computer memory all software and data which may be applicable within the terms of this contract at least once every 24 hours, and that any disregard of this practise greatly reduces the opportunities for the user of minimizing possible damage resulting from irregularities in the operation of his/her system, or as a consequence of performing support services.

14. Merchandise is delivered with retention of title and remains the property of ADYNA until its payment is completed. The user is not given the right of transfer of title for the purpose of securing a debt or bailment of the separate merchandise. As a security measure, the user shall assign the claims with regard to his/her purchasers ensuing from an alienation of the separate merchandise in their entire scope to the ADYNA.

15. The user can only charge against claims of ADYNA with claims that are contested or effective in law. The validation of a right of refusal to perform service is only at the disposal of the user on account of counter-claims which are uncontested or which have been determined as effective in law.

16. Neither of the parties can transfer or assign rights and obligations from this agreement, whether in their totality or in part, to a third party, without the express agreement in writing of the other party, unless something else has been determined subsequently, or in the enclosed individual agreement(s). The user can, however, transfer his/her rights to a third party without authorization of ADYNA, if he/she simultaneously transfers his/her whole assets to this party. However, ADYNA has the general right to assign a third party, especially associated companies or cooperation partners, with the performance of part services for the user.

§ 4 - Damage claims /Liability

1. The parties agree that, according to the present state of science and technology, no process is existent, which can guarantee fault-free data processing programs and data transfer systems. ADYNA cannot guarantee fault-free functioning of the data processing program or the data transfer system, and especially not the correctness of the information contained in the system, and the fault-free functioning of the data structure.

2. Moreover, the parties acknowledge that performance of ADYNA services depends on the continuous availability of communication appliances, and that ADYNA cannot guarantee such availability.

3. Apart from which, ADYNA cannot guarantee the functional capability of, for instance, a third-party software, which the user avails of when requiring services from ADYNA.

4. Should there be a defect, the customer's claims on account of the defect are limited to the right of fulfillment after the event . The customer reserves the right to reduce payment in case of failure of fulfillment after the event, or to retain the option of terminating the contract.

5. The user shall take autonomous and suitable precautionary measures against damage in his/her sphere of operation, which may occur through an interruption or fault in the communication appliance, including the relevant communication software and power supply. Before using Domoport and in particular before transferring his/her datafiles, data and programs to Domoport, the user is obliged as a security measure to create copies of these.

6. ADYNA is only liable for the cost of the retrieval of data which arises when the client has performed regular and application-compliant data storage, and thus has assured that lost data can be retrieved with an investment of work and cost that is reasonable.

7. ADYNA is liable in case of fraud, for the absence of guaranteed conditions according to the product liability law, and for damages ensuing from injury to life and body or health, and also for other damage based upon deliberate or grossly negligent professional misconduct of a legal representative or assistant in fulfillment, according to legal stipulations.

8. Otherwise, ADYNA is liable, for whatever legal reason (e.g. delay, pre-contractual professional misconduct, unlawful actions, etc.) only for

   ▪ simple negligence, in that a professional duty is infringed, the maintenance of which is of especial significance for attaining the contract's objective (cardinal duty) and

   ▪ foreseeable damage, whose occurrence must be reckoned with in a typical case.

9. Liability according to paragraph 8 is in addition limited as a sum to the amount of the contractual payment; in the case of recurring services to the amount of the annual payment at the time of the damage occurrence; notwithstanding to a minimum of 12,783,00. EUROS The customer shall inform ADYNA without delay at the conclusion of the contract if the foreseeable damage exceeds this sum.

10. ADYNA is only liable otherwise for damage to assets, unless of deliberate causation, amounting to a limit of 12,783.00 EUROS per customer; here the liability as regards the totality of the aggrieved parties is limited to 10,226,000.00 EUROS per damage-causing occurrence. Should the compensation to be paid to several customers on account of the same occurrence exceed the maximum limit, the sum is reduced in relation to the sum of all damage claims with regard to the maximum limit. Damage in terms of this clause also describes several forms of damage with the same cause, or damage from causes which are directly linked in a temporal and spatial context, if these are caused by a uniform influence.

11. Non-blameful liability for damage in the sector of tenancy laws and similar usage situations, which were already negotiated at conclusion of the contract (§ 360 parag. 1 sect. 1 BGB), is expressly excluded. Blameful liability for tenancy legalities and similar usage situations is limited to deliberate or grossly negligent damage caused by ADYNA. § 536a parag. 2 BGB (German Law) is not valid.

12. ADYNA is in no way liable for prototype or test versions of programs, web- or microsites (designated "Alpha" or "Beta" versions), which may be put at the disposal of the user at request and free of charge, but which are not specified for approved operation on account of their possible susceptibility to fault.

13. The previous regulationsalso apply to the favor of the employees, associates, and/or the fulfillment assistants of ADYNA.

§ 5 - Services

1. ADYNA places at the disposal of the user the Internet-based system of Domoport.

2. The service enables the user, via Internet access, to use the Domoport application, which is maintained in the ADYNA computer center. In the process, both the software required for the application usage and also the fundamental computer capacity is maintained in the ADYNA computer center. In this way the user is able to use the application online in his/her own system with fewer requirements demanded of the computer capacity provided by the user, and without a local copy of the application software.

3. To implement usage of the application, and storage of work results which the user creates with the application, he/she has access to an individual database within the ADYNA computer center. Within this database, the user can edit data and upload or download from his/her own system. The user database is protected in the ADYNA system against access of unauthorized users through safety measures in accord with the latest technology.

4. The ADYNA computer center is accessible via the Internet by entering the assigned access code.

5. The structure of the online connection to the ADYNA Internet platform is the responsibility of the user and is not part of the service.

6. Within the database, ADYNA provides the computer capacity which is foreseeably required with typical usage of Domoport (server). The operation of the client computer required for using or displaying the application is the responsibility of the user.

7. ADYNA concedes the following specified right of usage (license) to the user for the duration of the respective usage arrangement. ADYNA concedes to the user in his/her use of the provided software applications a non-transferable, non-exclusive right of use of the software within the ADYNA system. The software may be used exclusively for processing within the user database in the ADYNA system. The previously stated right of usage means that no title of proprietorship is transferred to the software.

8. ADYNA shall be informed of possible faults or restrictions of the service through the service hotline which is communicated on the Internet after specification of the customer number.

9. After the regulatory registration of a malfunction, ADYNA shall endeavor to eliminate the fault within a period of 24 hours (fault elimination period). In individual cases, ADYNA reserves the right of an appropriate extension of the fault elimination period. If fault elimination is not possible within an appropriate further period, the user has the right of premature termination with justified reason, or claim for damages according to the contractual agreements. Further rights are excluded.

10. The contract comes into effect when the user receives access of an order confirmation of the ADYNA, or on the day of release of access identification through the user, unless other agreements have been negotiated.

11. The user receives the personal right of access to the system for the persons named and legitimated in the contract.

12. The rights of access involve respectively only the data of the building named in the contract, and the respectively valid rights of access for this building.

13. Using Domoport assumes a computer system which corresponds to present-day technology with functioning Internet access.

14. When the user assigns ADYNA with data implementation, the user is obliged, at the latest when signing the contract, to submit to ADYNA all the required system documentation necessary for performing services compliant with the contract. Moreover, the user shall inform ADYNA on the technical systems and building facilities.

15. ADYNA guarantees that during the term of the respective usage arrangement, the software possesses the features respectively specified in the product description, and is not affected by fundamental defects, which cancel or lessen the value or the efficiency of the contract's objective. A minor reduction of value or efficiency is not taken into account.

16. The specifications in the product description are not to be understood as guaranteed features, unless these are designated expressly as guaranteed.

17. The user bears the risk of usage of the service as regards the suitability of the application for his/her uses, and the creation of work results.

18. ADYNA excludes liability for the services of a third party, where ADYNA has no influence on their performance (e.g. fault-free software).

19. ADYNA is only liable, irrespective of legal grounds, for damage in the case of blameworthy infringement of a basic contractual duty (so called cardinal duty) in a way that could endanger the contract's objective, or, if the damage can be traced to gross negligence or deliberate action. If the blameworthy infringement of a cardinal duty - also through fulfillment assistants - cannot be traced to gross negligence or deliberation, ADYNA's liability is limited in amount to such damage, typically provided for in contracts, as was foreseeable at the time of conclusion of the contract.

20. The sum of 50,000.00 euros applies as covering foreseeable damages. If several damage occurrences take place ensuing from several actions or linked action complexes within a period of twelve calendar months, a sum of 250,000.00 euros is valid for the users for this period as foreseeable total damages.

21. The liability of ADYNA for guaranteed capacities, and in accord with the product liability laws, remains untouched by the preceding rules.

22. If the liability of ADYNA is effectively excluded or limited, this also applies to the personal liability of the employees, other associates and co-workers, representatives, and fulfillment assistants.

23. Statement of accounts is based on the monthly basic charge and possible service charges according to the respective, valid price list. The user authorizes ADYNA to collect the statement amount in a direct debiting procedure.

24. Should the user fall into payment arrears for two successive months, ADYNA can terminate the contract for grave reason without giving notice. The user is also responsible for payment charges which other persons cause through authorized or unauthorized access to his/her access identification, unless the user is not answerable for this. Within this context, the user is obliged to protect his/her personal access identification carefully against intervention by a third party, and against misuse and loss. The user shall relieve ADYNA of damage claims and other claims of a third party, which are based on the previously described professional misconduct.

25. The user shall assume the costs of retrieval and/or services, unless they are caused by defects which ADYNA is responsible for eliminating. If an inspection requested by the user demonstrates that services were performed appropriately and no defect could be found, the user shall also bear the costs of the fruitless intervention, if he/she could have recognized functional capability with a reasonable amount of care and attention.

26. The ADYNA server is regularly and meticulously secured. In the rare case of total failure of the Domoport service, the data of one or several days can, under certain circumstances, be lost. In this case, ADYNA records the last available saving process. In case of data loss, the user can enter the relevant data stock once more onto the ADYNA server free of charge.

27. Customer-specific settings for Domoport Service are specified online (www.domoport.de). Data transfer is done through the Internet at user's risk without guarantee of ADYNA. After entry, the information is used as binding for performance of services. Delays occurring during this process are of a technical nature and do not represent a defect.

28. The user is aware that as a rule the possibility exists for all participants in the Internet data transfer system that data being transferred can reach the knowledge of others without authorization. The user assumes this risk with full awareness.

29. As a general principle, the Domoport Service is available daily 24 hours a day, 7 days a week. ADYNA guarantees 98 % minimum availability of the server, and thus the stored data per year of the contract term. Accordingly, ADYNA is not liable for the interrupted availability of data and can use the remaining time for technical work. Liability of ADYNA for data loss through technical failure, interrupted data transfers or other problems within this context is excluded.

30. ADYNA endeavors to support the respective updated state-of-the-art browser technology. The respective browsers being supported shall be made known to the user.

31. Usage of Domoport is only permissible to the user him/herself, or respectively the personally registered associates of the user. If the user would like to include several associates in using the Domoport Service, he/she must acquire a corresponding number of access rights through ADYNA.

32. The user is prohibited from allowing usage to a third party who has not been conceded an autonomous usage right and who must submit to the will of the user as regards the mode of usage (bound by instructional duty). This applies especially to the user's associates and employees.

33. The user shall prevent the unauthorized access of a third party to Domoport (and accompanying material) by taking suitable measures against this. The user must especially require from his/her associates that they do not undertake illegal transfer of user authorizations and accompanying material. If Domoport's copyright is infringed upon by an employee/associate of the user, the user must cooperate energetically in instructing the former on copyright infringement, and especially in informing ADYNA without delay of all infringement actions.

34. After the end of the contract, ADYNA shall submit the data entitled to the user in a form which can be processed further. ADYNA shall irrevocably delete all user rights of the user. The user shall return in their entirety all original data carriers and documentation submitted to him/her, all materials and any other documents. The delivery to ADYNA is undertaken at the cost and risk of the user.

35. The contract is concluded for an unspecified time. It is terminable for both contract parties with a notice of four weeks from the expiring of a respective further six-month term. The notice must be submitted as a registered letter.

36. The right of termination without notice for a grave reason and other legal regulations remains untouched. A grave reason exists for ADYNA in particular if the user falls into arrears with payment of the charges for six months, or within a period longer than two months with an amount which corresponds to the average owed payment for two months; or the user infringes a fundamental agreement of this contract ("cardinal duty"), and, despite written reminder, has not negotiated within one week of receiving this reminder, any means of eliminating this contract infringement without delay. A warning is dispensable in behavior involving gross infringement of contract.

37. If ADYNA terminates the contract on important grounds for which the user is answerable, before readiness for operational access, the user shall refund the costs of work already performed. Further damage compensation claims remain untouched.

§ 6 - Final clauses

1. ADYNA can modify the contract with the user by involving modified general usage conditions and/or price lists.
   ADYNA has the right of modifying the amount of payment set down in individual contracts by written declaration to the customer, but at the earliest six (6) months after contract conclusion, and at the most every nine (9) months. If the customer opposes modification of the payment amount within four (4) weeks, the modified payment is approved as valid at the latest with the subsequent engaging of ADYNA resources and services. ADYNA shall each time expressly inform once again of the consequences arising from the absence of stating opposition to payment modification. Modifications come into effect, unless a later date is expressly specified, four (4) weeks after announcement. Should the modifications be unfavorable for the user, the user can terminate the contract as of the date of their coming into effect.

2. If the user is owner of a business enterprise, the ADYNA company premises is valid as possessing exclusive competence of court; ADYNA also has the right, however, of bringing a suit against the user at the courts competent for his/her business premises.

3. Unless anything different ensues from the order confirmation, ADYNA shall perform its services at its company premises.

4. Exclusively German law applies under exclusionof laws on the international merchandising of movables.