

## General Terms of Business – Level421 GmbH

### English Language Version

#### Access to Internet and Phone via Satellite

Level 421 GmbH, with main offices located in Kuefergasse 11, 89073 Ulm, registered entity HRB 5294, Amtsgericht Ulm, in the following described as "Provider" informs hereafter about his General Terms of Business valid of each satellite capacity lease agreement signed and agreed between the customer, and Level421.

Each from this differing negotiated condition is required to be agreed and laid down in written form:

#### § 1 Basics

- (1) The provider enables the customer to access the internet and the worldwide phone network via a geostationary satellite solution (V-SAT) which is able to receive and transmit data.
- (2) The customer closes a full time capacity lease agreement and not a "On Demand" or "Prepaid" service agreement. As a result minimum contractual times are required to be maintained by both parties.
- (3) The hardware terminal equipment the customer requires to use these services are not part of this agreement.
- (4) Level421 does not guaranty any coverage zone in which the customer owned hardware terminal will be operative.
- (5) The services of the provider are supplied under the laws and conditions of Germany and the specific satellite operator who is used for the specific customer service.
- (6) The satellite operator service is delivered by one of the major satellite operators worldwide, with which level421 hold long term capacity agreements for satellite capacity rental. The satellite operator is responsible for the proper functionality of its in space located equipment which is mandatory for level421 being able to deliver services.
- (7) It obliges the responsibility of the customer and is not part of this agreement, to use the satellite service correctly, by commissioning and configuring properly his equipment. Thus Level421 does not take responsibility for incompatibility of equipment owned by the customer.

#### § 2 Change of Service

- (1) The Provider has anytime the right to change the service he provides to the customer, either resulting from technical advance, or limitation which are resulting from technical frame conditions. He is also able to adopt the price for the service in case changed market conditions make this necessary.
- (2) In case such a case occurs and it is significant, the Provider informs the customer about the change 30 days before it will occurs and will give him possibilities to either continue the contract under the changed conditions, or possibility to cancel it.
- (3) Any change in service must be announced in written form (letter / or confirmed e-mail) to the customer.
- (4) In case the customer not takes his chance within the 30 day pre-announcement period to cancel the agreement it will continue at the changed conditions without interrupting the ongoing contractual time.

#### § 3 Payment Conditions/ Contractual Time

- (1) The customer pays the provider for his services a monthly fee which is required to be paid minimum 3 months in advance.
- (2) Post payment is not possible as satellite fees are due also to satellite operators in advance.
- (3) All prices do not include local taxes, import duties or other fees.
- (4) Initially a deposit invoice is issued covering minimum 3 month of the airtime subscription is required to be paid.
- (5) Customers are not charged for services until they have been successfully initially activated.
- (6) Once the service is online, a invoice is issued to bring the service forward to the end of the month in which the service went active.
- (7) The ongoing payment for an already active contract requires to arrive until the last day of the month latest.
- (8) If payments not arrive on time, level421 is entitled to suspend the contract without any further notice.
- (9) During any service suspension due to non payment, the service contract continues and payments are due for this period.
- (10) For re-activation of a service after "non" payment, level421 may ask for a re-connect fee which will be minimum identical to the initial on time activation fee.
- (11) In case a customer gets overdue with his payments, level421 has the right to lock the customers terminal so it cannot get used on any other provider.
- (12) For the overdue amounts, level421 is entitled to ask for a 2 % interest higher than the rate of German Bundesbank.

#### § 4 Contract Cancellation

- (1) The minimum contractual time is 12 month. Optional longer contractual times of 24 or 36 months are available.
- (2) A contact billing period starts in the moment the service gets activated for the first time.
- (3) Each contract requires to be cancelled minimum 3 months in advance, before the minimum agreed contractual time ends.
- (4) In case it not gets cancelled in time, it automatically re-news for another 12 months
- (5) Cancellations are required to be handed in in written form (letter/ or confirmed e-mail)
- (6) In case of doubt the date of letter arrival is the date on which the cancellation will be the first for level421 to accept the cancellation.
- (7) The customer has the possibility to early cancel the contract due to important reason.
- (8) Important reasons are: change of location so the booked service cannot be used any more or force majeure (war/ riots or nature catastrophes)
- (9) Important reasons are NOT that customer want to migrate to another provider.
- (10) In case of early termination the customer requires to pay a certain Percentage on the remaining contractual amount.
- (11) In Any case level421 needs to agree to an early contract termination possibility.
- (12) Level421 is able to cancel the agreement from her side, in case the customer is overdue with payments longer than 30 days.

- (13) Furthermore level421 is allowed to cancel the agreement without any further notice, in case the customer misuses the service outside its specification, causes problems on the satellite or on the satellite stream by for example virulent activities coming from his network or by missing the service or criminal or terroristic activities.
- (14) The provider is also entitled to terminate the agreement in case any laws and regulation are violated.
- (15) All laws for content delivery in the European Union are required to be obliged by accepted the customer.
- (16) All violations of these laws will get immediately reported to authorities as level421 is actively fighting these issues.

#### **§ 5 Customer Obligation**

- (1) The customer is obliged to use the service properly.
- (2) For a proper usage the following things are diagnosed as improper service usage:

- Each violation of any laws
- Non compliance with local regulations for internet use
- Each violation of privacy of third party
- Each violation of security mechanisms
- Each violation against usage regulations of the provider especially the distribution of virulent content, spam e-mails or unsolicited content.
- Distribution of Child Pornography
- Consumption of Child Pornography

#### **§ 6 Control Rights of the Provider**

The provider may have the right to do the following controls:

- (1) In case necessary, the provider is allowed to pass information of the customer third party.
- (2) The customer allows the provider to read is requested and accessed data and information, especially when the provider has reasons to assume that the customer is improperly using the service.
- (3) The customer allows the provider as well to store historical information about system usage, transferred data volumes, accessed sites and reached performance values for further analysis.

#### **§ 7 Proof Acceptance**

The data stored by the provider about historical customer information on system usage, transferred data volumes or reached performance are accepted by the customer as proof in further maybe occurring disputes about his network usage or in case of payment related issues between both parties.

#### **§ 8 Liability**

- (1) The providers liability is limited to Resolution and rough negligence, in case not a basic contractual condition is violated.
- (2) Any liability for content the customer receives via the provided services is neglected.
- (3) The provider also is not liable for the fact that some content provided may be not free useable, but falls under international applicable copyright laws and regulations.
- (4) The provider refuses any liability for content distributed by the customer. The customer himself is responsible for all contents transferred via the provided service.

- (5) The provider is not liable for any damaged caused by "force Majeure", "war", "riots", "governmental instructions", " failure of major network components", or major satellite related problems like spacecraft related interferences.
- (6) The provider is not limited liable for temporarily reductions in service quality or service outages especially in case these outages do result from problems outside his main influence areas, as third parties are involved. Such as internet backbone problems or problems of upstream providers, resulting in service outages or low performance.
- (7) In case the service delivery runs into problems because of external sources, level421 is not liable to refund any airtime fees, but will do its best to protect customer interest and try to find ways to compensate customers best possible.
- (8) In case any case of liability occurs it is limited to maximum of 2500 € per case

#### **§ 9 Third Party useage**

- (1) The service usage is only allowed to the end user only in his commercial or private rooms.
- (2) It is not allowed without any permission, to use the services by third parties such as for a commercial purpose
- (3) It is forbidden to act as local internet provider by using one of the provided level421 services.
- (4) Under certain circumstances it is accepted that customers operate cybercafés, on a level421 provided service. This requires booking of minimum one Office or Professional Type service. It is forbidden to operate Cybercafés on Home- or Small Office type services, as they are not designed to support such application types properly.
- (5) Any case of third party usage requires written permission of the provider.
- (6) In case of permission to third parties, the end user has to make sure that the serves are used inside the allowed parameters.

#### **§ 10 General points**

- (1) The provider has the right to use third parties to fulfill his service.
- (2) In case services are provided to a customer outside of Germany, the end user must proof his identity by either handing in appropriate company registration documents, or private passport copies.
- (3) The customer agrees, in case of non payment for contractual obligations has occurred, his personal and corporate information are handed to all satellite operators worldwide, to prevent that he is able to book services at other providers again without letting them know that he tends to not fulfill his contracts.
- (4) The contract sole bases of laws valid in Germany.
- (5) For all disputes it is agreed that the contract will be arbitrated at the main court in Ulm/ Germany.
- (6) All changes of the contract and the General Terms of Business require written confirmation,
- (7) In case one or multiple parts of the contract or these General Terms of Business are not valid, the contract itself not becomes void. All other remaining clauses will remain valid.
- (8) Both parties agree to find the most possible next interpretation of the clause which will get found as not applicable under German laws and regulations.

the 1st of January 2003 - the level421 Management