General Terms and Conditions

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Preamble

sonible GmbH („**sonible**“) is an Austrian company with a business focus on the generation, conception, development, implementation as well as commercial distribution of software- and hardware based quality solutions for the audio market.

The product portfolio of sonible covers „Plug and Play“ hardware solutions for various problems with sound- and event systems or technics as well as innovative software products for the compilation of music and voice signals in particular.

On the website of sonible <www.sonible.com>, customers may inform themselves about the updated product portfolio, and acquire products based on the legal and ecomomic terms reflected hereunder. Software is made available as „Download“ on the Website.

§ 1
Definitions

The definitions set forth below are used in these General Terms and Conditions repeatedly and are therefore defined below for the sake of better comprehension. The definitions set forth below encompass both the singular and the plural of the terms referenced in each case. It shall be noted that the below definitions are made due to their relevance for the contractual relation with customers; other possible definitions not so relevant in the context of these General Terms and Conditions are made in the text of the relevant section.

Counterparty/Customer: Any natural person or legal entity worldwide that enters into a contract with sonible based on the terms and conditions set forth hereunder.

Download: Download of a Product through the Website.

GTC: These General Terms and Conditions of Business, which are deemed the exclusive basis for the licence agreement entered into by and between sonible and Customer. The latest version of the GTC is available under <www.sonible.com/en/eula>.

Hardware: Hardware and pertaining components that forms part of the Product Portfolio.

Intellectual Property: Any proprietary rights, including in particular (i) copyrights, (ii) trademarks- and signs and any protectable Know-how in connection with or relating to Website the Product or an underlying App (as the case may be).

License Agreement: Agreement that incorporates the legal relation among the contracting parties being exclusively established on the basis of these GTC.

Product: A Product under the Product Portfolio as amended from time to time, offered and made available to customers on the Website.

Product Portfolio: The entire assortment of Products, as amended from time to time, offered and communicated on the Website

Product Software/Software: Software from the Product Portfolio made available to customers as “download” through an online shop.

Softwareapplication: Any applications of the Software under the Product Portfolio.

sonible: sonible GmbH, Haydngasse 10/1, A-8010 Graz, Austria.

Website: Website of sonible accessible under <www.sonible.com> including subdomains (if any).

§ 2
Scope of application

(1) These GTC (*as amended from time to time*) are the legal and commercial framework for the contractual relation between sonible and Counterparty following a Download of the Software, order of a Product or other use of contractual services by Customer.

(2) These GTC shall be deemed exclusively binding directly between sonible and its Counterparties. In absence of a provision therein which provides expressly to the contrary, no legal effects and entitlements/claims etc. on the basis of a third-party beneficiary agreement or an agreement with protective effect for third parties shall be deemed to arise. The foregoing shall also apply where these GTC contain provisions that are of significance with respect to the relations of the members

or users *inter se* (e.g. with respect to formation or the substance of contracts).

(3) Contractual deviations from the GTC shall, in each individual case, require express written consent by sonible.

(4) When using the Website, the Counterparty shall note and comply with applicable law and the terms of these GTC.

(5) On the date the contractual relationship pursuant to § 3 (1) is established, the Customer acknowledges these GTC shall henceforth apply over the entire term of the business relation. The Customer's commercial terms and conditions or terms and conditions of purchase, if any, do not automatically become part of the contract and shall apply only if sonible acknowledges these in writing in a particular case by virtue of an individual agreement.

(6) sonible employees and other vicarious agents or assistants sonible relies upon to provide the contractual service are not authorised to reach side agreements the contents of which exceeds the scope of the agreement reached with the Customer or that of these GTC.

§ 3
Conclusion of contract and contract terms

(1) Contractual relations between the Counterparty and sonible shall be deemed to arise on an "offer/acceptance basis". The order of Products (e.g. Download through the Website) or the (direct-) purchase of Hardware shall in each case be considered as implied acceptance of services by sonible, each of which are offered on the basis of the legal and commercial terms of these GTC.

(2) Implementation of and granting of access to the Product Portfolio as well as a transparent reference to these GTC shall signalize sonible's intention to contract on the basis of the underlying terms and commercial conditions. Counterparties may access the most recent version of these GTC via a transparent link on the website <www.sonible.com/en/eula>.

(3) Offers by sonible to enter into contracts shall be deemed subject to change. The products and services described or advertised online, in brochures or other advertising materials do not constitute binding offers.

(4) If requested by mandatory law, Customers may revoke their declaration of acceptance of contract (by virtue of a letter of E-Mail) within 2 (two) weeks without the need to state any reasons. For purposes of complying with the revocation period, timely despatch of the notice of revocation shall suffice.

(5) The Customer is aware of the Software's essential functional features as well as the functionality of Hardware and pertaining components; the Customer, itself, shall bear the risk that the Products (including Software Applications being used) may not meet the Customer's desires and/or (operational) requirements, as the case may be. With regard to issues of doubt, the Customer shall seek the advice of sonible employees, its vicarious agents or third-party experts prior to concluding the contract (binding acceptance notice by sonible). The technical options and conditions of use of the Software (e.g. concerning hardware and data carriers) are evident from the service and function specifications ("**Function Specifications**") prepared by sonible that shall be provided to the Customer upon request. If necessary, the Function Specifications are also available under <www.sonible.com>.

(6) sonible is entitled to refuse to enter into an agreement with the Counterparty or rescind therefrom at any given time if:

(a) there are well-founded doubts with respect to the identity, legal capacity/legal personality of the Counterparty or of the power of attorney of an individual acting in the Counterparty's name (whether natural person or legal entity);

(b) there are well-founded suspicions of improper use of the Website, services of sonible and particular Products;

(c) there are other facts and circumstances which render it unreasonable to sonible, from its perspective, to enter into or sustain a contractual relationship.

(7) Any information on technical data or product features in printed matter, catalogues, advertisements, price lists and other information and promotional materials merely represent a general description and labelling of sonibles' services and may not be relied upon for asserting Customer claims, if any. A guarantee as to a certain condition shall only be deemed to exist if such

guarantee has been expressly indicated and agreed.

(8) sonible is entitled to substantively alter functions and services present, to deactivate them temporarily or permanently, or to introduce new functions and to premise individual functions on satisfaction of certain preconditions.

(9) In case of any disagreement about the content of computer terms and symbols, quality requirements, format requirements or the like, the provisions set forth in the Function Specifications, as amended upon conclusion of the contract, shall prevail.

§ 4
Subject-matter of the contract and scope of services

(1) The subject-matter of the services to be provided by sonible may be:

(a) Provision and/or delivery of Products. Installation of Hardware delivered is not covered by the contractual services to Customer and subject to a separate agreement and settlement.

(b) to grant an ordinary right to use the Software or Softwareapplications defined under § 1 hereunder that is neither exclusive nor transferable and confined in fact and time to the term of this contract (*ordinary utilisation right*) pursuant to § 6

(c) to participate in properly implementing and putting into operation the Products, in particular provide support in the changeover, if any, to a new Software solution and -application;

(d) to conduct product training and establish an E-mail account for customer enquiries and error reports, if any;

(e) to carry out on a regular basis, repair and maintenance work on the Software and Software applications.

Software updates by sonible may be charged separately. If necessary to update Software directly at the Customer's premises, the related expenses (travel expenses, employee costs, etc.) incurred by sonible shall be invoiced separately.

(f) to carry out work to rectify a malfunction of the Software that has been reported in accordance with § 6 (2);

(g) to prepare programme carriers, individual software programmes or programme adjustments and deliver standard (library) programmes;

(2) (Service-/Product) details and framework conditions relating to the delivery of Products are evident from the Function Specifications.

(3) In case of contractual work, the Customer shall verify that the service specifications (see § 4 (2)) prepared by sonible against a fee are accurate and complete and it shall issue a notice of approval.

(4) Changes of the contract volume or the service specifications made after sonible has issued a (legally) binding acceptance notice require sonibles' prior consent and may result in separately agreed dates and prices.

(5) If the provision of services under the order should turn out to be impossible for legal or factual reasons, sonible is required to notify the Customer immediately. If the Customer fails to change the service specifications or create the conditions required to enable sonible to provide services, sonible may refuse to execute the order. This applies, without limitation, if the provision of services has been rendered impossible due to an omission of the Customer or a subsequent change of the service specifications. In this case, the expenses so far incurred by sonible as well as costs of demounting, if any, shall be reimbursed by the Customer.

(6) Programme carriers, documentation, function and service specifications will be shipped at the Customer's own cost and expense and risk. Any additional training or information requested by the Customer will be charged separately.

§ 5
Customer's services and obligations

(1) The Customer undertakes to use the Website and Products of sonible in a most fashionable manner according to its intended purpose and the terms of the contract. In particular, Customer guaranties to use any Productsoftware only in accordance with the "right to use" granted by sonible hereunder as well as the legal and economic terms and conditions of the GTC.

(2) Customers are prohibited from using software, data or (technical) devices that could result in an impairment of the functionality of the Website or the Products.

(3) Changes to the system requirements that are within the Customer's control shall be notified in due time prior to completion of a service. Any delay and additional costs which arise due to any change in the performance of the service shall be borne by the Customer.

(4) If necessary, Customer shall timely make available, free of charge, any documentation, information and equipment within its control relevant for the provision of the services owed by sonible. Moreover, the Customer shall timely request any cooperation and the provision of documents by third parties which are required for the provision of sonibles' services.

(5) If the Customer fails to timely support sonible while performing contractual services or other requested deliverables, scheduled delivery and service dates shall be postponed accordingly and sonible may charge eventual (frustrated) expenses thus incurred.

(6) The Customer shall immediately report to sonible in writing any change to its company name or legal form, if any, as well as its address, invoice address and bank details. If no such change is reported, documents shall be deemed received by the Customer if these were sent to the address or paying agent most recently indicated by the Customer.

(7) Provided that a company name exists, the Customer shall grant sonible the right to include the Customer's company name or logo, if any, or trademark in a list of partners or references and to publicly announce the Customer's business relationship with sonible.

§ 6
Acceptance and trouble shooting

(1) The Customer shall accept from sonible the contractual services at the terms that were consensually determined in the service specification pursuant to § 4 (2). The Software functions and features of any Products are evident from the Function Specifications pursuant to § 3 (5). With the placement of the Product orders (Hardware or Software), Customer confirms the scope of services requested.

(2) Upon delivery, the Customer shall subject the deliverable (Products, Software, Softwareapplications, individual programs and -solutions) to a diligent performance test. In doing so, the Customer shall compare the functional features that were determined in the service specifications and accepted by sonible to the actual product features. Deficits, Programme defects or improper use of the Software, if any, occurring during the performance test shall be notified to sonible within a reasonable period of time, however, no later than within 5 (*five*) working days after delivery. Hidden defects of the product shall be reported within 3 (*three*) working days as of the date the defect becomes evident. Statutory warranty periods shall apply to consumers.

(3) Complaints shall initially be made electronically by e-mail to <*contact@sonible.com*> and thereafter in writing addressed to sonible business address, accompanied by a detailed report on (i) the type of defect; (ii) the application where the defect occurred; and (iii) measures, if any, already taken to rectify the defect. If no error report is made within the time limit set forth in § 5 (2), the delivery shall be deemed approved by the Customer.

(4) If the Customer should already use the Software in real time operation, that software shall be deemed accepted in any case.

(5) In case of a complaint pursuant to § 6 (2), the Customer shall (i) name a contact person; and (ii) describe in detail the error that occurred. If substantial defects on the Product(s) exist and if these are timely reported in an appropriate manner, the Customer shall be required to declare acceptance again after the defects have been rectified.

(6) For purposes of error analysis and rectification of defects, the Customer shall appropriately cooperate within the meaning of § 5 (providing information material and granting access to the business premises). If sonible error analysis shows that there is no defect, which sonible would be required to rectify, sonible may charge for the error analysis frustrated expenses at applicable hourly rates to the Customer.

(7) If, in an unjustified manner, the Customer fails to timely accept contractual services or can be held responsible for a defect, if any, in service provision, sonible shall be reimbursed for any damage it suffers as a consequence. The same applies if the rectification of a defect is affected or an existing damage is

increased due to the Customer having culpably neglected its cooperation duties.

(8) The Customer may not refuse acceptance of contractual services in reliance on insignificant defects, except in case of consumer transactions.

(9) Power failures, malfunctions, maintenance work or other unavoidable events that are outside sonibles' control may interrupt or delay the provision of services. In such case, sonible will honestly and to its best belief strive to rectify malfunctions and interruptions as fast as technically and economically feasible.

§ 7
Copyright and use

(1) If the Software is licensed, Customer shall be granted a non-exclusive, non-transferable permit to use the Software and Softwareapplication as well as Intellectual Property related thereto.

All Software developed and licensed by sonible may contain technological measures that are designed to prevent unlicensed use of the Software. By licensing a software product developed by sonible (see §7(2)), Customers expressly accept that sonible or its assignee may use those measures to confirm that a legally licensed copy of the Software is used and that the Software is used according to the terms and conditions of this Agreement.

(2) Licenses for the Software may be obtained on the basis of the following price schemes:

(a) Demo license:

By obtaining (e.g. by downloading) sonible Software the Customer is granted a non-exclusive, non-transferable right to use the Software for evaluation purposes free of charge, which expires automatically after a certain number of days. This trial period is called demo license.

Each owner of a demo license is obligated either to purchase one of the unrestricted licenses below within this period or to discontinue using the Software. Commercial use of a demo license is strictly forbidden.

(b) Indefinite License

On request sonible grants one of the unrestricted licenses listed below by assigning a license key or by written confirmation (e.g. a license agreement or an invoice) to the Customer (=Licensee). Thereby the Licensee acquires a non-exclusive, non-transferable and timely unlimited right to use the Software according to the purchased license.

The costs incurred by sonible in connection with licensing the Software shall be covered by a one-time utilisation fee.

Software-related additional services (software support and software updates) that sonible provides to the Customer within the first year of the contract term are normally included in the utilisation fee. Major version updates (so called upgrades with new version numbers) are excluded from this service. Additional services provided by sonible after the first year of the contract term has expired are charged separately.

Depending on the Software product the following indefinite licenses are available:

i. Single License

The Single License allows for the use of the Software on two computers. For this type of license, a so-called System-ID is computed, when the software is executed for the first time.

(3) All copyrights to the Software and -applications and the contractually agreed services (programmes, documentations, etc.) currently are and shall unrestrictedly be owned by sonible or its licensors' also after the contract has been terminated. All specifications, further developments and adjustments of the Software –(applications) or of programmes based thereon that come into existence as a result of the contractual relationship with the Customer shall transfer to sonible' or its licensors' (intellectual) property when they come into existence. These also include any rights that may arise worldwide from copyright or other provisions governing intellectual property rights.

(4) In the context of using the Software according to the terms of the GTC, the Customer may not edit, change or otherwise shape the software, transfer it to third parties, connect it to other programmes or retranslate (decompile) it into another display format. Likewise, it may not remove, bypass or

change copying or safety mechanisms, programme elements of digital rights management (DRM) security codes or the Software's marker features (property notices, brands, copyright notice).

(5) The Customer may not use the Software and requested Softwareapplications beyond the contractually agreed purposes or allow third parties that are not part of the Customer's operations to use the Software / Softwareapplications or temporarily or permanently transfer it to third parties. Unless otherwise agreed, "third parties" within the meaning of this provision also include the Customer's branch offices or affiliated companies (Section 228 (3) of the Austrian Business Corporations Code), if any.

(6) The Customer shall hold harmless and indemnify and grant full satisfaction to sonible for non-compliance with the present conditions of use, including, but not limited to infringement of copyright or other intellectual property rights of sonible or third parties.

(7) If a license key is assigned to a Customer as described in §7 (2), it is to be treated confidentially. Passing the license key on to third party is strictly forbidden. Any use of a license key that was not directly issued by sonible or one of their authorized resellers in connection with the Software is strictly forbidden.

The Customer / Licensee is not permitted in any way to make the Software or parts of the Software accessible to third party, to allow the use of the Software or parts of it, or to pass it on to third party under any title beyond the terms stated in this agreement. This includes, in addition to all parts of the Software, any supplements or improvements as well as additions of any kind that the Licensee receives from sonible now or in the future. Any supplements or improvements made to the Software by the Customer / Licensee are to be made available to software for unlimited use and free of charge

§ 8
Compensation, terms of payment

(1) sonible shall charge order-related product or utilisation fees for providing the services described in § 4 (2), including the granting of rights to use the Software (the Softwareapplications) or the provision of hardware components from the Product Portfolio, whereby product related and licensing fees (for software solutions; see below) are made available on the Website as well as specific product brochures (as the case may be). sonible determines its prices based on billing costs customary in the industry.

(2) Based on the daily rates, as amended from time to time and announced by sonible, sonible shall charge the following surcharges for services (e.g. error analyses) it provides outside ordinary business hours: surcharge of 50 % outside ordinary business hours and 100 % on Sundays and public holidays. "Ordinary business hours" within the meaning of this provision are: Monday through Friday, *9 a.m. – 5 p.m.*

(3) All prices are denominated in euros exclusive of value added tax applicable to the republic of Austria. Shipping costs, if any, shall be charged separately and apply only to the present contract.

(4) As a rule, fees are payable after receipt of the invoice on the due date indicated in the invoice or, in the absence of a due date, within seven calendar days after receipt of the invoice by the Customer. The invoiced amount shall be credited to the bank account indicated in the invoice on the due date, at the latest. If the Customer is in default of payment, sonible may put the provision of the relevant services on hold until the relevant service (utilisation) fee has been paid in full. In case of default of payment, permission to use the Software may be revoked. If the Customer is in default with two partial payments, sonible may accelerate payment of the full amount (*acceleration of maturity date*).

(5) Payment shall be deemed received on the date the amount is available to sonible or credited to sonible' bank account indicated in the invoice. In case of delayed payment by the Customer, sonible shall charge default interest at a rate of 12 % p.a. as of the 15th day after the invoice date, unless costs in excess thereof have been incurred. In case of consumer transactions, the generally applicable default interest rate of 4 % p.a. shall apply. Dunning, enquiry and other costs incurred in the context of recovering a claim shall be borne by the Customer. This shall not restrict sonibles' right to assert any further damages.

(6) The Customer shall pay the fees by bank transfer with a payment slip or by electronic bank transfer (*online banking*) or grant sonible authorisation to directly debit fees. The Customer shall bear all expenses arising in connection with payment transactions.

Electronic payments are completed through a secure SSL-connection (PayPal, PayUnity).

(7) The Customer waives its right to set off any counterclaims against sonible' compensation claims, unless these counterclaims have been acknowledged by sonible in writing or determined by a court. Moreover, the Customer may not withhold payments on the grounds of incomplete total delivery, guarantee or warranty claims or complaints.

(8) All tax liabilities arising from the contract relationship with sonible, except income tax, shall be borne solely by the Customer. The Customer shall hold harmless and indemnify sonible for any wrongful assertion of such tax claims.

(9) Partial invoices are subject to the payment terms fixed for the entire order pursuant to § 8 (1) by analogy.

§ 9
Warranty

(1) sonible provides its services on the basis of the generally valid industrial standards and practices. sonible warrants that the Products will be in operational condition on the provision date, possess the commonly expected qualities and will be consistent with the usual state of the art applicable at that time. With regard to the licensing and use of Software, the Customer is aware that due to programme glitches it is impossible to provide an entirely error-free computer service according to the state of the art.

(2) For selected products, the warranty period may be extended to 36 months (subject to the limitations of warranty and liability in § 7 (4)) if the product is ordered online directly from the website of sonible <www.sonible.com>. The Customer will be notified about the extended warranty period of selected products on the website and in written form in the order confirmation sent via email after completion of the ordering process.

(3) Moreover, sonible shall be liable within the scope of statutory provisions that the rights to use the Software granted to the Customer pursuant to § 7 (1) are free of any third-party rights that might prevent the contractual use by the Customer. If third parties assert claims or proprietary rights against the Customer, it shall immediately notify sonible. The Customer may not acknowledge third-party claims on its own initiative. sonible shall, at its own discretion, defend or satisfy these claims or replace the relevant service by an equivalent service that complies with the order, if this is acceptable to the Customer.

(4) sonible does not warrant for errors or other failures of the Product,

(a) due to errors of the hardware, the operating system or the software of other producers beyond sonible control;

(b) due to improper use of whatever nature or inappropriate handling by the Customer, which could have been avoided by proper and diligent use;

(c) resulting from (i) changed operating system components, interfaces and parameters, (ii) use of inadequate organisation resources and data carriers, as far as these are required, (iii) atypical operating conditions (including, but not limited to non-compliance with the installation and storage conditions), and (iv) damage in transit;

(d) due to virus infection or other external effects outside sonibles' control, such as fire, accidents, power failure, etc.;

(e) due to transmission errors on data carriers or on the internet.

(4) Any warranty that the Product is suitable for a specific purpose sought by the Customer is excluded.

(5) If an order concerns the change or supplementation of already existing programmes, warranty refers to such change or supplementation. This will not revive warranty for the original programme. Programmes that are subsequently changed by the Customer's own programmers or by third parties are excluded from the warranty.

(6) In case the Customer timely and appropriately reported defects pursuant to § 6 (3), if any, in the course of accepting the service and if sonible has confirmed such defects in the context of an error analysis to be carried out, the Customer may reduce the price or rescind the contract subject to applicable legislation. Rescission of the contract and price reduction shall be excluded, if sonible repairs defects primarily by follow-up or exchange within a reasonable period of time.

(7) Support, error diagnosis, correction of an error and trouble-shooting for which Customer is responsible and any other corrections, modifications and supplements will be carried out by sonible against

compensation of costs. This also applies to the repair of defects if the Customer itself or a third party changes or supplements programmes or otherwise interferes with the software.

§ 10
Software support and maintenance

(1) sonible provides software support to the Customer and carries out maintenance work exclusively for the Software. sonible does not provide support or carry out maintenance work for third-party software or open-source software, unless an explicit agreement beyond these GTC is concluded in that respect. sonible and the Customer may agree on additional software support or maintenance services for standard (library) programmes.

(2) Software support and maintenance agreements may be concluded for either limited or indefinite periods. Maintenance agreements concluded for an indefinite period may be terminated by either party giving three months' notice after a full year has expired.

(3) Software support and maintenance include an information service, an e-mail service and an update service.

(4) In the course of the information service, the Customer is notified of new programme conditions, available updates and programme developments and is granted online-access to a technical knowledge base.

(5) The e-mail service includes professional advice provided to the Customer by qualified sonible employees in case of occasional problems regarding the use of the contractual software. That advice is provided electronically via the e-mail address <support@sonible.com> or directly at the Customer's premises. If advice is repeatedly sought for similar problems, sonible may make further advice on the subject-matter of the contract subject to compulsory additional training measures beyond the software support and maintenance agreement and against a fee.

(6) In the context of the update service, sonible provides programme updates to the Customer. These include corrections of errors, resolving problems with the programme, if any, that occur neither during the test run nor in the course of practical use within the warranty period, as well as improvements and extensions of the scope of services.

(7) If the hotline service provided by sonible is unable to solve the problems of the contractually agreed scope of services, sonible will solve the problem on location of the computer system at the Customer's premises. sonible will separately charge additional costs thus incurred.

§ 11
Liability and damages

(1) sonible shall be liable within the scope of statutory provisions for damage to the Customer caused by officers, employees, vicarious agents or other individuals contractually authorised to provide services to the Customer, only if intent or gross negligence is proven. Any liability for slight negligence is excluded, except in case of damage to life and limb.

(2) Liability for loss or damage of data shall be excluded, if the Customer failed to take adequate or security measures customary in the industry. Except for personal injury, payment of damages to companies is limited to EUR 1.000,00.

(3) sonible shall be liable for the destruction of data or software only as far as the Customer has fulfilled its contractual obligations to appropriately use the Software pursuant to § 5 (1).

(4) Recourse claims, if any, asserted against sonible by the Customer or third parties in reliance on product liability within the meaning of the Austrian Product Liability Act shall be excluded, unless the relevant party entitled to assert recourse claims proves that the mistake was within sonible' control and was caused by at least gross negligence.

(5) Events of force majeure which make it significantly more difficult or impossible to provide the contractual services entitle sonible to postpone the fulfilment of its obligations as long as that obstacle continues to exist and by a reasonable start-up period. Force majeure shall include strikes, lock-outs, government interference and similar circumstances, to the extent these are unpredictable, serious and have not been caused by sonible. sonible disclaims any liability in these cases.

(6) In case of transactions with entrepreneurs, any damage claims the Customer may have against sonible shall forfeit as early as six months after the damage and the injurer have become known.

(7) As far as sonible liability is excluded under these GTC, the same shall apply to the liability of officers, employees, vicarious agents or other individuals authorised under an agreement to provide services to the Customer.

§ 12
Loyalty

sonible and the Customer undertake to be loyal to each other. For the term of the contract and for 12 months after termination of the contract, they will refrain from soliciting and employing, also through third parties, any employees who were engaged in the realisation of the orders. In case of non-compliance with the obligation to be loyal, the party that is in breach of the contract shall pay flat-rate damages in the amount of an annual salary of the solicited employee.

13
No assignment

The transfer of this contract and the assignment of rights and obligations hereunder shall require the other party's written consent.

§ 14 Final provisions

(1) These GTC shall be governed by and construed in accordance with Austrian law, to the exclusion of the UN Sales Convention. All disputes arising out of or in connection with these GTC shall be referred to the court competent for the seat of sonible.

(2) sonible may amend these GTC at any time and shall notify the Customer in writing of the amendments' content and the proposed entry into force at least one month prior to the proposed entry into force of the amended GTC. The Customer may object to these amendments. Unless it raises its objection prior to the proposed entry into force, the amended GTC shall become effective as of the disclosed date.

(3) Any amendment of and modification to these GTC and to any other agreement shall be valid only if confirmed by sonible in writing.

(4) Should any term hereof be or become ineffective, invalid or non-enforceable, this shall not affect the effectiveness, validity or enforceability of the remaining terms hereof. The invalid or non-enforceable term shall be replaced by a valid and enforceable term, the economic purpose and economic result of which closest reflects the invalid term and the parties' original intent. The parties undertake to immediately record in writing and sign such replacing term.