



1 Contractual Basis

- 1.1 The following general terms and conditions of at-visions Informationstechnologie GmbH (Headquarters, registered in the commercial register of the regional court in Eisenstadt and based in 7412 Wolfau, Gewerbepark 11 in Austria), at-visions Projektmanagement GmbH, at-visions Nordic OÜ, at-visions Middle East DWC-LLC, at-visions USA corp., at-visions Asia Pte. Ltd., PT. at-visions Indonesia, at-visions IPTV Phils. Inc. and at-visions Thailand (short "AT-VISIONS"), applies from the 1st January 2020 for all contracts with the company and are legally binding.
- 1.2 AT-VISIONS is holder of all rights including the literary property, the ONEfamily™ software program, but not limited to all images, pictures, animations, video clips, audio clips, music, text and applets which are included in the software program. AT-VISIONS is owner of accompanying documents, copies of the software programs of the buyer with all buyer specifications and the user documentation, which is required for the usage and the source code.
- 1.3 Object of the contract which is arranged with AT-VISIONS is the concession of a limited right of use (including the service) of the software program and the essential and useful hardware which is necessary for using the software.

AT-VISIONS cannot guarantee an ongoing availability of any services provided by third parties.

With signing the contract all involved parties declare the willingness to achieve the targets of a trustful, problem solving orientated cooperation in partnership.
- 1.4 AT-VISIONS reserves itself the right to change or replace all quoted components through equal products at any time. This may happen especially, if quoted products are not available or in stock anymore.
- 1.5 The general terms and conditions of AT-VISIONS are being made aware to new buyers with the offer. For buyers, who are in continued business relationships with AT-VISIONS, have to note that these terms and conditions are also valid for future concluded contracts.
- 1.6 Provided that the regulation content (single regulation) is not the same as the written arrangement with the buyer the general terms and conditions are subsidiary.
- 1.7 The terms and conditions are only valid for buyers if there is no conflict with the consumer protection law. AT-VISIONS reserves his right to negotiate with the buyer explicitly and to obtain approval that the terms and conditions can get content of contract fully after explicit consent of the buyer.
- 1.8 The Terms and Conditions are valid until cancellation.

2 Prices and Terms of Payment

- 2.1 If not stated otherwise, prices are in EURO and are always net prices without any taxes.

- 2.2 All prices are variable prices. Cost increases which are valid for AT-VISIONS can be carried forward to buyers.
- 2.3 Provided that offers and orders are not including possible installation fulfilments explicitly AT-VISIONS is entitled to get a separately paying.

Installations are charged at an hourly rate of EUR 110,00 (plus VAT) per technician and the costs of materials and expenditure of time are taken as a basis.

Waiting periods and standstills of technicians, which are caused by the buyer or a third party which is imputable to the buyer, he has to pay EUR 50,00 hourly per technician.
- 2.4 Creative and consulting operations which are not included in the offer (particularly concepts or analysis) or which are ordered after the main performance are charged at an hourly rate of EUR 150,00 (plus VAT) per employee.
- 2.5 The buyer has to bear costs for board and lodging for the staff of AT-VISIONS if the meetings or the working operations are taking place in his premises.
- 2.6 Moreover the buyer has to bear the travel expenses of AT-VISIONS staff.

AT-VISIONS can decide whether the travel expenses can be charged with EUR 0,68 per kilometre or whether the buyer has to pay the actual expenditures per distance (e.g. costs for flight tickets and train tickets, car rental, taxi etc.). The distance is from the head office of AT-VISIONS to the business domicile of the buyer.
- 2.7 Expenses, which are caused by the buyer as a result of time shifting or cancellation of schedules, will be borne by the buyer.
- 2.8 For the travel distance the buyer has to bear 50% of the hourly rate per employee.
- 2.9 The buyer has to bear all customs, shipping and other delivery handling costs (e.g. for hardware components).
- 2.10 For the overview of the reimbursement of costs AT-VISIONS has to receive 3 % of the totally amount for administration.
- 2.11 After accepting the offer the buyer has to make a deposit of 75 % of the totally contract value.

In the case that the buyer does not make the deposit within 14 days AT-VISIONS demands payment from the buyer within a date of expiration in written form. In the case the buyer pays also not within this deadline AT-VISIONS can withdraw from the contract without giving reasons or to insist on performance.

The remaining 25 % of the totally contract value has to be paid on delivery.
- 2.12 All invoices are due for payment within 5 days without any deductions.
- 2.13 Once a year the amount for services and maintenance of AT-VISIONS has to be paid in advance.

The binding period for AT-VISIONS' Proactive Services is 60 months from the go live date. A premature termination of the Proactive Services is not possible. Proactive Services can only be cancelled in writing until at least 6 months before the binding period ends, otherwise the binding period will be renewed automatically for another 12 months.

In the case, the buyer does not pay the amount for services and maintenance within 14 days AT-VISIONS is allowed to demand payment from the buyer within a date of expiration in written form. In case the buyer pays not within this deadline AT-VISIONS can withdraw from the contract without giving reasons or to insist on performance.

2.14 In case of delayed payment by the buyer AT-VISIONS is entitled to get the expenses which had been caused (particularly late interest in banking practise) reimbursed. Until the complete payment has been made, all goods remain under the ownership of AT-VISIONS.

Furthermore AT-VISIONS can put at hold efforts from service contracts for the delay of payment caused by the buyer.

Furthermore AT-VISIONS can avoid the usage of the software programs for buyers unless buyers have paid the open amount. For damages caused AT-VISIONS is not assuming liability.

2.15 The checking of the account with debts and also the assignment of a debt is not valid.

2.16 In case the Contract, Purchase Order, Letter of Intent or any other written format confirming that AT-VISIONS has been awarded the project is cancelled while the project is not yet completed and fully paid, the customer agrees to pay a penalty fee of 20 % of the total CAPEX amount immediately after cancelling the contract to the AT-VISIONS bank account independently of what already was paid to AT-VISIONS before.

If the buyer cancels an order for hardware components, the buyer has to pay a compensation for the actual expenses, but at least 50 % of the net contract value.

2.17 The binding period of the contract for the ONE-family™ SaaS (Software as a Service) model is at least 60 months. A premature termination of the contract is not possible. The costs per month listed in the proposal include the usage of the components and licenses. The buyer at no time owns the goods. In case the buyer goes out of business for any reason the outstanding amount has to be paid to AT-VISIONS immediately before other obligations have to be fulfilled. Furthermore a bank guarantee has to be sent to AT-VISIONS by the buyer for the whole duration of the SaaS agreement. All revenue stays at the buyer.

The buyer is obliged to inform AT-VISIONS in written form at least 6 months prior to the end of the SaaS contract, if they are going to terminate the contract after the binding period or expand the agreement by another 36 months with the same monthly costs. In case the buyer

does not inform AT-VISIONS within 6 months prior to termination, the buyer agrees automatically to renew the contract for another 36 months.

3 Recommendation

AT-VISIONS recommends the buyer the installation of an uninterruptible power supply to guarantee no power blackout or fluctuation.

4 Warranty and Liability

4.1 The Customer shall ensure that the system is not used in any way (other than as specifically instructed by AT-VISIONS), which may affect the capacity or operation of the system or the provision or quality of the services.

4.2 AT-VISIONS guarantees that the software program includes all specifications as mentioned in the offer, the software program works like it is defined in the accompanying printed papers – except insignificant failures which are not influencing the functionality – and the software program is free from significant faults and defects.

AT-VISIONS is author of the software program.

Only AT-VISIONS is allowed to give rights to the buyer under the agreement in the contract.

Liability- and warranty claims for hardware are ensured by the manufacturer. This warranty refers to processing- and material defects, which give reason to objection. Improper handling, vandalism or other extraneous causes are excluded from this warranty. Warranty starts with delivery of the components.

4.3 AT-VISIONS is liable for defects, damages and consequential damages insofar as intent or gross negligence can be proven, within an amount of EUR 10.000,00 per year and buyer.

Neither party will be liable to the other for loss of profits, business, contracts, revenue, anticipated savings, goodwill, loss of or damage to data, business interruption, or any indirect or consequential loss or damage whether in contract, tort or otherwise, which arises under or in connection with this agreement.

Other than where specifically stated otherwise in this agreement, each party's total liability in connection with this agreement will not exceed the total value of the contract in respect of all claims whenever made.

4.4 AT-VISIONS is not liable for rights of third parties, for under licensing of software programs from third parties, provided that the buyer does not know that and the fact was not communicated to the buyer.

4.5 If AT-VISIONS is affected by a force majeure event it will promptly notify the other party. Neither party will be liable for any failure or delay in performing any of its obligations under this agreement if the failure or delay is due to any force majeure event.

5 Delivery of Hardware Components

5.1 AT-VISIONS aims to deliver the hardware components within 8 to 12 weeks after ordering.



- The buyer has no claims for missed deadlines (excluding a forwarding contract).
- 5.2 AT-VISIONS delivers all from the buyer ordered hardware components at once. The responsibility for recycling of packing material is borne by the customer. Delivery costs for part-deliveries caused by the buyer (desired or not) will be borne by the buyer.
- 5.3 AT-VISIONS as the vendor of the merchandise retains title until the purchase price has been fully paid.
- 5.4 The buyer has to check the delivered hardware components after delivery or installation immediately. The buyer has to write a registered letter of complaint immediately and specified.

Warranty claims of hidden defects must be asserted from AT-VISIONS within 6 months after delivery.

6 Delivery of Software Programs

- 6.1 In the case the buyer orders a software program of a third party from AT-VISIONS, he commits to keep the third party license conditions.
- 6.2 AT-VISIONS cannot guarantee that the delivered software program meets all requirements of the buyer, cooperates with all other software programs which are chosen by the buyer and that the programs work without failure.
- 6.3 The transfer of software programs and products is illegal and the buyer has to pay compensation (no matter if it is owned by AT-VISIONS or a third party), he also has to pay compensation for short-term allocation to unauthorised third parties.
- 6.4 As agreed in the contract training sessions for the system are been held by AT-VISIONS staff in the premises of AT-VISIONS or in the premises of the buyer during working hours. The training sessions should allow the prospective user to use the system independently in his operational procedure. Therefore the user should be released from his duties and responsibilities for the length of the agreed training sessions.

Refresher training sessions will be charged separately.

7 Rights due to deficiency

- 7.1 The goods are defect after the buyer has done the obliged inspection and they are not complying with the specifications of the manufacturer and, if the goods have been aligned for the buyer, these customer specifications relating to alignments are not fulfilled or in the case the company provides services which are not fulfilling the average standards of the market.
- 7.2 If goods are defect, AT-VISIONS at its own option will take back the goods and return the market-based price or the service fee (limited on the purchasing price and service fee), adjust or deliver replacement, assuming the buyer will in all cases give proof of deficiency, and in the case it is not provided service, will return the defected goods.

- 5.3 Adjustment or replacement delivery will not interrupt the limitation of the entitlement to a deficit claim.
- 5.4 The buyer cannot demand any statutory warranty rights if he is not completely fulfilling his obligations of term 5. and 6. Belonging to the duty of examination and notice of non-conformity is as well, if there are any claims of customers of the buyer or his own recipients be asserted, the buyer will immediately give notice to the company declaring any regress reasons. The statutory period of limitation for any deficit claim is 6 months upon delivery. The company transfers any transferable liability of defects and compensation claims, which the company has received from the manufacturer of the goods and services, including all transferable liability of defects and compensation claims related to the breach of third party protective rights. Unless the buyer demands any claims of the manufacturer, the rights of term 8 are excluded.

8 Returning of Goods

- 8.1 A return of goods is only possible with a Return Material Authorisations-Number ("RMA"). A return of goods with noticeable defects has to be reported within one week after receipt of the goods. Hidden defects have to be reported within one week after discovery, latest within 6 months after receipt. Delayed reports will cause the loss of the right of return. Goods have to be sent back at the buyers' own expenses in their original manufacturer's box together with the complete packing material. All goods have to be returned free of forwarding costs to the company. The buyer has to inform the company of the exact description of the defect as well as the circumstances and time of the discovery before return delivery.
- 8.2 Return of goods can only be made in the case of deficiency. If the company accepts explicitly the return or cancellation of goods, which are not a result of a warranty case, it reserves the right to charge a return or cancellation fee including stated RMA fees.
- 8.3 In case returned goods are statutory warranty rights and it can be proofed that as a matter of fact the goods are not defect, the buyer is responsible to compensate AT-VISIONS with all resulting administrative costs of the goods.

9 Further Conditions for Hardware-Services, Maintenance and other Services

- 9.1 Except as noted otherwise services and maintenance because of hardware defects are executed during the working hours of AT-VISIONS to recover the regular function of the hardware components.
- 9.2 In the quoted totally contract value not included costs are
 - Costs for spare and wear parts which have to be changed periodically,
 - Costs for the elimination of damages caused by extern power blackouts, connection blackouts or gross negligence caused by the buyers or third parties,



- Costs for the elimination of external damage which has no effect to the function of the system.

Furthermore not included in the totally contract value are duties which are necessary for the recovery of the functionality of the software program installation or the saved data. If these duties are carried out from AT-VISIONS, AT-VISIONS can charge an additional fee.

- 9.3 AT-VISIONS carries out services (installation, deinstallation, built-in components, rebuilding, functional enlargement) as far as it is possible at the buyer technical conditions.

AT-VISIONS does not guarantee that with procured components by the buyer all functional requirements can be realized.

10 Confidentiality

- 10.1 During the term and for two years afterwards both parties will keep confidential all information received or obtained in connection with this agreement unless:

- such disclosure is required to enable a party to comply with its obligations under this agreement;
- the information is now or subsequently comes into the public domain other than in breach of the agreement;
- it can be demonstrated by written record to have been known by the party using or disclosing it before that party acquired the same under this agreement; or
- it subsequently comes lawfully into the possession of the party using or disclosing it from a third party;
- disclosure is required by law or by a court of competent jurisdiction.

11 Miscellaneous

- 11.1 The buyer has to give advanced notice in writing to AT-VISIONS in the event of:

- a proposed change of Management Company,
- a proposed sale of all or major parts of the buyer’s assets or a line of business in which AT-VISIONS services are used or
- a proposed sales, merger or consolidation involving the buyer and/or the premises.

In that case the buyer shall at its sole cost and under its responsibility cause the successor’s entity or buyer to assume in writing and be bound by this agreement without any change or modifications thereof. In any of the cases set forth above, the rights, obligations, terms and conditions under this agreement shall remain in full force and effect and an assignment of this agreement shall be deemed to have occurred. The buyer shall give at least thirty days prior notice to AT-VISIONS of the occurrence of any such event and provide AT-VISIONS with a copy of the fully executed documents evidencing such assignment. If the buyer is unable to assign this agreement to the new management or ownership entity or the new management or ownership entity does not assume all the obligations, liabilities and rights in this agreement, this agreement will be deemed pre-terminated.

In this case the buyer undertakes to pay AT-VISIONS pre-termination charges within thirty days from such pre-termination, which shall not be less than AT-VISIONS projected revenues from all the AT-VISIONS services under this agreement for the remaining term of this agreement. In case of the occurrence of the event mentioned in this paragraph, AT-VISIONS shall have the right to remove the system from the premises.

- 11.2 The Customer will ensure that:

- no content is transmitted or otherwise made available other than in the rooms;
- no content is reproduced, copied, distributed, interrupted or altered, except as expressly permitted by this agreement; and
- guests are informed of any content which may not be suitable for children, and that any adult orientated video content may be blocked by guests at room level by PIN or other parental control technology.

- 11.3 Should individual terms of this General Terms and Conditions be or become inoperative, this will not affect the remaining terms and conditions. In place of ineffective or infeasible regulations a regulation is valid, which legitimate comes as close as possible to an economically understandable judgment.

- 11.4 Place of fulfilment of this contract is the head office of AT-VISIONS.

- 11.5 For all legal relationships, which are caused by a business relationship between AT-VISIONS and his buyers or their legal successors, there is only Austria law valid. Excluded are rules of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.

- 11.6 In case of conflict both parties of the contract agree that the appropriate court based in Vienna has jurisdiction.