



GENERAL TERMS AND CONDITIONS OF URBANDALE STUDIOS

The terms and conditions set out below shall apply to any contract concluded with Urbandale Studios and other companies. A company in this sense is a juristic person governed by private law and domiciled in the Federal Republic of Germany, insofar as they act in signing the contract as part of its commercial or independent professional activity.

§ 1 - Conclusion

- (1) These Terms and Conditions shall apply exclusively for contracts with Urbandale Studios. Therefore any dissenting terms and conditions of any customer shall only apply if Urbandale Studios has confirmed the same in writing.
- (2) Offers of Urbandale Studios in brochures, advertisements, etc. - also with regard to pricing – are non-binding, if they are explicitly agreed as binding.
- (3) Oral agreements are invalid. Changes in conditions, including this clause, shall be in writing.
- (4) These Terms and Conditions shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction.

§ 2 - Scope of services

- (1) Urbandale Studios offers the following services: Design, implementation, customization and maintenance of websites, production, consulting, training, software engineering, design and conception, gaming production, product development, branding, various graphic services, and web and server hosting.
- (2) Urbandale Studios provides services to the needs and specifications of the customer. Installation, instruction and training are only part of the duties of Urbandale Studios, if this is agreed in writing. Amendments and extensions



requested by the customer must be taken into consideration by Urbandale Studios only if they are necessary for technical reasons and in order to achieve the projects aim.

(3) In the case of substantial change of the duties of Urbandale Studios for the purpose of adapting to the needs of the customer, Urbandale Studios has the right to bring in account the occurred necessary additional expenses.

(4) Urbandale Studios is entitled to make partial deliveries if they are reasonable for the customer.

§ 3 - Prices and payment

(1) The price list of the day of delivery shall apply.

(2) Fixed prices shall apply only if this is agreed in writing.

(3) The prices do not include VAT.

(4) Shipping, installation, training and other benefits are not included in price unless otherwise agreed. Additional services that are not included in the price list or the offer are to be paid separately. This applies in particular to additional costs due to

- submitting data in non-digitized form,
- submitting data in not-usable file format,
- necessary and reasonable services provided by third parties,
- costs of license management,
- commissioned testing, research services and legal analysis and
- services supplied outside usual business hours.

(5) If the invoice amount shall not have been settled within 14 calendar days after the date of invoice or as at another due date, then Urbandale Studios shall without the need for a separate warning notice retain the right to recover default interest by a proven amount, but in any case an amount equaling 8 % above the base rate of the European Central bank (EZB).

(6) The customer must be aware that Urbandale Studios imputes payments first to outstanding debts.

(7) If costs of legal procedures incurred, Urbandale Studios has the right to impute customer's payments first to the costs, then interest and finally against the main claim.



(8) Urbandale Studios is entitled to require for web design or programming or similar services an advance payment of half of the total contract value.

§ 4 - Deadlines and Obstacles

(1) Delivery deadlines, which can be binding or not, require the written form.

(2) In all cases in which Urbandale Studios needs the customers input or other participation, the delivery deadline is extended by the time the customer has not complied with this obligation.

(3) The delivery deadline shall also be extended by any delays due to

- changes in customer requirements,
- poor conditions in the customer's application environment (hardware or software problems), if Urbandale Studios was not aware and had to be known,
- problems with third party products (eg software from other companies)

(4) Substantial requirements by the customer for changes or additions that are not of minor extent shall also extend the delivery deadline.

(5) The delivery deadline shall also be extended accordingly by force majeure, labor disputes / strikes or other for Urbandale Studios unavoidable and unforeseen circumstances.

§ 5 - Acceptance

(1) Urbandale Studios shall notify the customer of the acceptance. The customer is obliged to conduct the acceptance with the support of checklists (inspection records, specifications lists or similar documents provided by Urbandale Studios) within 10 working days upon notification from Urbandale Studios for acceptance.

(2) The services and works of Urbandale Studios are classified as accepted if the customer does not require within a period of 10 working days material deficiencies.

(3) All deficiencies shall be recorded by the customer in a written document of acceptance. Urbandale Studios is obliged to remedy these deficiencies within a reasonable period of time.



(4) The customer may refuse acceptance in the case of material deficiencies until Urbandale Studios has remedied such deficiencies within a reasonable grace period of at least 4 weeks that the customer shall specify for such purpose.

(5) In the case of non-material deficiencies the customer shall be under an obligation to accept.

§ 6 – Customer's obligations

(1) The customer is required to provide the necessary data in a timely manner and in a suitable digital form and to present all necessary information.

(2) All designs, test versions and proposals sent by Urbandale Studios with a reasonable deadline (at least 10 working days) oblige the customer to check them for accuracy and completeness. After the deadline designs, test versions and proposals are classified as accepted, if the customer does not request for correction.

(3) The customer is responsible for adequate (human and other) resources and information as part of its obligations. He will ensure the availability of sufficient number of competent staff and sufficient computer capabilities such as processing power and transmission capacity.

(4) If Urbandale Studios considers it as necessary, the customer is obliged to provide a test environment (hardware, current software version, especially the later conditions of use for appropriate operating system and the corresponding server software).

(5) The customer is further obliged to inform Urbandale Studios immediately on any failure or impairment of the functionality of the services of Urbandale Studios, stating the time and error specification and the name and data telecommunications (telephone, e-mail) of the reporting and responsible employee thereof.

(6) The customer is responsible for trouble-free operation of the facilities for remote maintenance and care, especially stable data lines and responsible data interfaces.



§ 7 – Licensing, rights of use

- (1) Urbandale Studios grants the consumer a simple, non-transferable right of use as soon as the full payment of the invoices is received.
- (2) If Urbandale Studios provides services for the design of a website, the right of use of the website and all of its elements and components is limited to the use in the internet.
- (3) The customer is obliged to give Urbandale Studios on request all information on the extent of use in writing.
- (4) The customer affirms to have all necessary rights for the provided data, templates and work especially in regard to copyright and privacy rights.
- (5) The customer is liable for all violations of this affirmation. He is obliged to release Urbandale Studios from all claims asserted by third parties.

§ 8 - Copyright information and reference documents

- (1) The customer grants Urbandale Studios the right to incorporate the logo of Urbandale Studios and a legal notice in the websites of the customer or the used durable medium and link to them from the website of Urbandale Studios.
- (2) The customer assumes all proprietary notices such as copyright notices and other legal reservations unchanged. This applies in particular to the source or program code and attached notes of the author.
- (3) Urbandale Studios reserves the right to services provided, such as drafts and objects, even if they are based on customer information forms, to be used for presentation purposes, including in particular the customer's website within a reference list for advertising purposes and the establishing of appropriate links.

§ 9 - Warranty

- (1) Claims based on deficiency of services and works shall expire within one year after the acceptance.
- (2) Urbandale Studios is obliged to remedy these deficiencies within a reasonable period of time and free of charge. Any additional expenses will be billed at cost.



(3) The customer must give notice to Urbandale Studios within 10 working days after delivery in writing on all obvious deficiencies and defects noticeable to an average customer. Defects that are not obvious must be reported at Urbandale Studios within 10 working days after detection. After this deadline warranty is excluded.

§ 10 - Liability

(1) Urbandale Studios shall only be liable for willful misconduct and gross negligence. Any liability for indirect and/or consequential damages including loss of profit or loss of production shall be expressly excluded.

(2) To the extent that any third party on whatever basis raise any claims against Urbandale Studios, its employees or agents, the customer shall upon first written demand, indemnify Urbandale Studios against such compensation claims. This shall not apply in the case of willful misconduct and gross negligence on the side of Urbandale Studios, its employees or agents.

§ 11 - Obligation of the customer to backup

(1) The customer is obliged to protect themselves adequately against data loss.

(2) All the installation of software, but also the change of installed software, include the risk of data loss, so that the the customer is obliged to carry out before installation or modification of software a comprehensive data protection precautions against data loss.

§ 12 - Privacy and Confidentiality

(1) Connecting a network to the internet creates the possibility of misuse of data. Therefore and particularly for sensitive data the customer must organize his own security measures to protect against unauthorized access.

(2) Both parties will treat information marked as confidential and made aware to them under the contract, as confidential. Records, such as software documentation and the source code must be protected against unauthorized access.



§ 13 - Termination

- (1) For all service and maintenance contracts there is a minimum contract period of 6 months.
- (2) Contracts are renewed for further 6 months, if the customer has not announced the determination of the contract in writing and 4 weeks before the end of the contract.
- (3) The right of termination for good cause remains unaffected.

§ 14 – Arbitration clause

- (1) All disputes among the parties hereto in conjunction with these Terms and Conditions and the referring contracts shall be subject to a decision in accordance with the rules of arbitration of the German Code of Civil Procedure (ZPO) as in force at the date of these proceedings excluding ordinary proceedings.
- (2) Such conclusive decision shall be rendered through three arbitrators who shall be appointed each by one party and the third by the two other arbitrators.
- (3) The English language is agreed as the language applicable to the arbitration proceedings. The arbitration panel shall take place in Freiburg im Breisgau. Meetings of the arbitral tribunal may also occur in other places, especially at the headquarters of the arbitrators.
- (4) The arbitration panel shall also be entitled to decide on the validity of this arbitration clause.
- (5) Prior to the adoption of arbitration, the parties can be heard orally, unless they both agree to only written hearing.
- (6) The arbitral tribunal shall decide on the applicable substantive law. It also decides on the costs of arbitration in application of the German Code of Civil Procedure (ZPO) § § 91 ff.
- (7) The arbitrators are bound to secrecy and are entitled to compensation and reimbursement of expenses.



(8) The Higher Regional Court of Karlsruhe (OLG) is agreed as the court of appropriate jurisdiction within the meaning of § 1062 ZPO.

§ 15 – Final Provisions

(1) The parties agree to all legal relations arising from this contract, that German law shall apply. Even in cross-border movement, German law shall apply under exclusion of UN Convention on the International Sale of Goods (CISG).

(2) Besides the above mentioned arbitration, the courts of Freiburg im Breisgau shall have jurisdiction over all disputes arising from this General Terms and Conditions and the referring contracts.

§ 16 - Severability clause

The invalidity of any provision of these general terms and conditions shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.

Freiburg, April 25th, 2012