CONTRACT SERVICES SAAS, MAINTENANCE AND SUPPORT



zetcom Informatikdienstleistungs AG
Sandrainstrasse 3
3007 Bern
Switzerland

(hereafter «**Service Provider**»)

and

the **Customer**

(Service Provider and Customer together **«Parties**»)

zetcom

Content

1. Object of Contract 3
2. Scope of Use and License 3
3. Software Maintenance 4
4. Support Services 4
5. Response and Resolution Time 4
6. Intellectual Property Rights and Right of Use 6
7. Data Ownership and Data Provision 7
8. Hosting Infrastructure 7
9. Duration contract services SaaS incl. maintenance und support 9
10. Responsibilites of the Customer 10
11. Terms Of Payment 11
12. Limitation of Liability 12
13. Data protection 12
14. Structure and Hierarchy 13
15. Final Provisions 14

1. Object of Contract

1.1 The Service Provider grants the Customers the right to use the application in accordance with the specifications described in the Offer.

2. Scope of Use and License

2.1 The exact scope of the license, in particular, the number of licenses, results from the specifications described in the Offer.

2.2 In addition to section 24.4 SIK 2020 General Terms and Conditions, the license scope is further defined as follows:

2.2.1. For the licensed items as described in clause 1 above, a license concluded for an indefinite period is agreed upon until termination.

2.2.2. Licenses are concurrent user licenses. The number of concurrently registered users is determined. The number of registered users and profiles (write, read, etc.) are freely selectable.

2.2.3. The right to use a license contains the following services on the part of the Service Provider:

- Provision of the hosting infrastructure for the Customer according to section 8
- Operation of the application platform in the form of SaaS services (i.e. outsourcing of operation and maintenance of the application). The access of the customer occurs via browser*.
- Maintenance services as per section 3
- Support services as per section 4

* Supported browsers: Google Chrome, Microsoft Edge, Mozilla Firefox in the latest version. Older browser versions may restrict access and use of zetcom products. In addition, full use of the zetcom product is not guaranteed with every browser.

3. Software Maintenance

3.1. The provisions of section 28 et seq. SIK 2020 General Terms and Conditions shall apply.

3.2. Adaptations to the new infrastructure of the Customer as well as the implementation of Customer-specific extensions are not part of this Contract. For requested adaptions the general tariffs as stated in the Offer shall apply.

4. Support Services

4.1. The Service Provider provides the following services to the Customer within the framework of the Contract:

- Hotline-, e-Mail- and remote desktop support
- Acceptance, initial examination and resolve of reported program errors
- Provisioning of new releases and updates free of charge

4.2. The support services are available to the Customer during the general office hours of the Service Provider.

4.3. The general office hours of the Service Provider are from Monday to Friday 09:00 to 12:00 and 13:30 to 17:00 (at both federal and state level) as well as the Friday after Ascension Day, Christmas Eve (24 December) and New Year's Eve (31 December).

5. Response and Resolution Time

5.1. The provisions of section 29 of the SIK 2020 General Terms and Conditions shall apply. In addition to section 29.3 of the SIK 2020 General Terms and Conditions, faults are classified as follows:

5.1.1. Default class A: Errors that cause the system to come to a standstill, data to be lost or other functions critical to the customer not to function as agreed.
Examples for CMS-Tools:

- The system cannot be started arbitrarily.

- System crash when using the most important basic functionalities - e.g., adding a new data record.
- Data loss or unintended data changes occur – e.g., saving a data record causes data loss or data corruption.

Response time:

- 4 working hours (within the office hours) to start debugging.
- A maximum deadline of 2 working days for finishing debugging, unless this deadline has to be exceeded for technical or organizational reasons.

5.1.2. Default class B: Errors that lead to important functions for the customer no longer functioning as agreed and that are time-consuming and resource-intensive to overcome.

Examples for CMS-Tools:

- The search function is not available.
- No possibility to add new records.
- Export functionality is not available.
- Slow system response times
- or similar

Response time:

- 1 working day to start debugging.
- A maximum deadline of 4 working days for finishing debugging, unless this deadline has to be exceeded for technical or organizational reasons.

5.1.3. Default class C: Errors that lead to individual functions not functioning as agreed, but which the customer can overcome easily.

Examples for CMS-Tools:

- Errors when using exports / reports. Note: reports created by the customer are excluded.

Response time:

- 4 working day to start debugging.

- A maximum deadline of 10 working days for finishing debugging, unless this deadline has to be exceeded for technical or organizational reasons.

5.1.4. Default class D: If there is no serious impediment or if there are defects with minor impairment of the processing (e.g., blemishes, contents are legible but are not output correctly, slight loss of comfort, etc.), the error image is recorded within 5 working days. No serious hindrance exists in the case of functional errors that produce false results of non-critical data. The error will be corrected in the next release within maintenance.

6. Intellectual Property Rights and Right of Use

6.1. The provisions of section 24.1, 24.2 and 24.3 of the SIK 2020 General Terms and Conditions shall be amended and changed as follows:

6.1.1. The Customer acknowledges and agrees that the Service Provider and/or its licensors own all intellectual property rights in the Software and Application, including patents, copyright, design, database right, trade secrets, trade names, trademarks (whether registered or unregistered. Furthermore, the Service Provider shall own all intellectual property rights with respect to developed upgrades and updates of the Software and Application, all developments of the Software and Application, translation and amendments to the Software and Application (“Deliverables”), even though these Deliverables were created, developed, installed upon request of the Customer.

6.1.2. Subject to the restrictions set out in this clause 6 and the other terms and conditions of this Contract, the Service Provider hereby grants to the Customer a non-exclusive, non-transferable, timely limited, subject to charges and revocable right to permit the Customer to use the Software and Application. The right to use the Software and Application is limited to the Customer's internal business operations. The Customer shall not and has not right to sublicense, sell, lease, or transfer the Software and Application in whole or in part to any third party.

6.1.3 The Customer shall not copy, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or

distribute all or any portion of the Software (Software code) and Application, for instance through reverse engineering.

.

7. Data Ownership and Data Provision

7.1. In any case, the Customer shall remain the sole beneficiary of the data and may therefore require the Service Provider to surrender individual or all data during the term of the contract, in a format standardized by the Service Provider, without any right of retention on the part of the Service Provider.

7.2. Upon termination of the contractual relationship, the service provider shall hand over to the service recipient all documents received from the service recipient and all work results.

Data delivery:
The data dictionary is delivered in an XML format, which completely describes the entity relation model data structure of the respective system.
The data is provided in the form of a PostgreSQL backup. The backup contains data tables that contain the data in the internal format and database views allowing access to the data as described in the data dictionary. To access the data, suitable tools (like PostgreSQL server, PG-Admin) and knowledge of them are required.

If required, the digital assets are also delivered, which are based on the module name/[RecordID].[File name].[File extension] format.

7.3. Additional costs arise for the provision of the desired data.

8. Hosting Infrastructure

8.1. Infrastructure:

8.1.1. Standard services and features per user:

- 10 GB (online) storage space for database, index and thumbnail.*
- Daily backup of the entire storage space for database, index and storage of thumbnails.

- 10 GB (online) storage space for the original version of the digital assets**.
- Security Certificate (HTTPS-Encryption)

* The cost per GB and per month for additional online storage is CHF 0.50 plus VAT.

** The cost per TB and month for additional online storage on S3 infrastructure are Tier I (<1TB): 160 CHF, Tier II (2 - 5TB): 120 CHF, Tier III (>5TB): 100.00 CHF plus VAT.

8.1.3 Increase of disk space

Disk space usage is monitored. If during the year, the used disk space exceeds the contractually agreed 10 GB per Concurrent User License, the customer will be informed about the actual disk space usage per Email. A corresponding adjustment of the disk space is automatically initiated by the service provider and invoiced by the service provider. Additional storage space provided will be invoiced per the following month.

8.2. Availability:

8.2.1 The Service Provider guarantees high availability and service continuity of the system. The data center is connected to multiple network providers. The fail-proof infrastructure (sufficient supplies of redundant equipment) is at Customers disposal twenty-four-seven. The uninterruptible electric power supply, an emergency diesel aggregate, the climate control unit and the fire-extinguishing system complete the sites security measures. There are repairs on stock for all components, which in case of failure can be installed immediately.

8.3. Maintenance Window:

8.3.1. The Service Provider receives the following maintenance windows during which the systems are not available:

- Weekly in the night from Sunday to Monday (05:00 (CEST +1)) for 1 hour
- Monthly maintenance window for application system update
- Monthly a maintenance window for possible operating system updates

8.4. Security:

8.4.1. The Service Provider provides enhanced access protection. The data is protected from external access on both ends, physically on the server and the online transmission (Security certificate with HTTPS encryption).

8.4.2. On demand the Service Provider offers additional security measures such as IP address-based access restrictions or even multiple authentications. Terms and conditions listed in the Offer apply.

8.4.3. The customer's data shall be physically located in Switzerland in a secure data centre. The data centre is a certified data centre. The Customer's data shall therefore be secured according to the current state of the art and protected against unauthorised access.

8.5. Backup and restore:

8.5.1. Unless otherwise agreed, data and documents shall be fully backed up 1x daily. There shall be 7 daily backups and 4 weekly backups available. This means that in the event of failures, it will be possible to restore data and documents from the time of the backup from the previous four weeks.

8.6. Monitoring and response time:

8.6.1. The status of both the network and each server is monitored through an efficient monitoring software. In case of a fault message, the Service Provider examines the message and begins to perform solutions measures according to stated availability and reactions times.

9. DURATION CONTRACT SERVICES SAAS INCL. MAINTENANCE UND SUPPORT

9.1. Beginning: The Contract shall commence on the day of the application Go-Live. If the contract is not terminated by either party, the present Contract shall be renewed automatically for period of 1 year.

9.2. Duration: If this Contract is not terminated by either party within the period of notice to the end of the calendar year, the Contract shall be renewed automatically for one calendar year.

9.3. Notice period: The present Contract is independent of the purchase of the software and can be terminated by both Parties with a notice period of 3 months before the end of a calendar year, in deviation from section 31.1 SIK 2020 General Terms and Conditions.

9.4. Changes: If the Service Provider notifies to the Customer of written changes (prices, conditions, etc.) for the new calendar year up to 2 months before the end of the current calendar year at the latest, the recipient of the service may within 30 days either accept the changes, request changes or corrections or reject the changes in whole or in part (= cancellation). Without a written reaction from the Customer within 30 (calendar) days of receipt of the notification of change, the proposed changes shall be deemed automatically accepted. If the Customer proposes changes in due time or accepts them only partially, the Service Provider will check the required modifications; an extension of the maintenance and support Contract, however, will only come about through a written acceptance of the Service Provider. If no agreement is reached, the Contract ends at the end of the current calendar year.

9.5. Dismissal for an important reason: The right to terminate the Contract in whole or in part at any time without notice for important reason remains reserved. In addition to Section 31.3 SIK 2020 General Terms and Conditions, the Service Provider may invoke important reasons in particular if additional maintenance or support costs arise due to the software being improperly made difficult or due to the connection of unsuitable hardware or software, if the maintenance and support prerequisites and cooperation obligations listed in the maintenance and support Contract or in the SIK 2020 General Terms and Conditions are still not fulfilled despite a warning and expiry of a reasonable respite period. Important reasons exist for both Parties, for example, if one of the contracting Parties continues to violate important contractual obligations despite a written warning, or if bankruptcy or estate proceedings are instituted against the assets of one of the contracting Parties, or if the instituting of such proceedings is rejected for lack of assets. Termination without notice also requires the written form.

10. Responsibilites of the Customer

10.1. Subject to other provisions under this Contract the Customer is solely responsible for the choice, installation, implementation, usage and support of the required hardware, software and network services starting from (i) the remote access point to the interface

function of the router installed in the data center of the Service Provider and (ii) the Customer is solely responsible the usage of the Software and the Application.

10.2. The Customer shall secure all login, identification and authorization information for the remote access to the servers of the Service Provider from third parties. The Customer shall not distribute such information to third parties.

10.3. The Customer shall not misuse the Software and the Application or allow third parties to misuse the Software and Application. In particular, the Customer shall not upload data and / or information, which are illegal and violate intellectual property rights (including but not limited to copyrights) of third parties, nor shall the Customer allow other parties to upload such information and data.

11. Terms Of Payment

11.1. The costs for the services described in the offer consist of the one-off costs for the introduction of the software and the annual costs for contractual services SaaS including maintenance and support. The latter will be invoiced in advance at the beginning of each calendar year.

11.2. If the Contract is entered into during a running calendar year, billing for the remaining months of the year in question is taken into account. Itemized billing is subsequently done at the beginning of the calendar year.

11.3. The explicit costs are stated in the offer of the Service Provider.

11.4. All charges are included in the agreed remuneration. Deviating from clause 10.3 of SIK 2020 General Terms and Conditions, the costs are exclusive of VAT.

11.5. If additional products are acquired during the term of the Contract, the costs for SaaS including maintenance and support, are increased accordingly for the following calendar year. The calculation basis is shown on the annual balance sheet.

11.6. If the Customer violates the above-mentioned terms of payment or is in default, the Service Provider is entitled to charge 5% default interest (from the first dunning). In

addition, the Service Provider may charge a dunning fee of CHF 50.00 for the first dunning and CHF 70.00 for the second dunning.

12. Limitation of Liability

12.1. Subject the compulsory law and unless expressly otherwise stipulated in this Contract, the Service Provider shall have no liability for damages and / or warranties arising out and in connection with this Contract. The limitation of liability shall also applicable for acts of supporting persons / auxiliaries of the Service Provider. In the event of culpably caused direct or indirect damages, the Service Provider' overall liability in connection with this Contract will per calendar year be cumulatively limited to the total amount of the SaaS fees as stated in the Offer, regardless of the legal basis.

12.2. Subject to compulsory law, the Service Provider and / or its supporting persons shall have no liability towards the Customer, even if the Customer has been informed that such event may occur:

(i) Data corruption;
(ii) Concrete, occasional, indirect or consequence damages; or
(iii) Loss of profits, revenues, turnover, value of business or loss of expected savings.

12.3. Neither Party shall have no liability under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or any other event, which is not under the reasonable influence of either Party.

13. Data protection

13.1. Both Parties shall ensure that all persons they entrust with the performance of the Contract comply with the statutory provisions on data protection.

13.2. The Contractor shall in particular ensure in a suitable manner that the persons entrusted by it with the performance of the services under this Contract have been obliged to maintain confidentiality and to observe data protection.

13.3. Insofar as the Contractor processes personal data on the Principal's behalf within the scope of the Contract, the Parties shall also conclude a data processing agreement (DPA). In the event of contradictions between this Contract and the data processing agreement, the latter shall take precedence over this Contract.

14. Structure and Hierarchy

14.1. In the event of any discrepancy or inconsistency between the documents of this Contract the following hierarchy shall apply:

(i) The regulations of this Contract;
(ii) The offer including all annexes;
(iii) SIK 2020 General Terms and Conditions.

14.2. In the event of any discrepancy or inconsistency between this Contract and the offer, the provisions of the Contract shall supersede and replace the SIK 2020 General Terms and Conditions.

14.3. The General Terms and Conditions of the Customer are expressly excluded for this legal transaction.

15. Final Provisions

15.1. The Customer indemnifies the Service Provider and its affiliates, including its directors, employees, agents and/or subcontractors, against third party claims, losses, liabilities and costs (including legal costs).

15.2. The customer hereby grants the service provider the right to name the customer as a reference within the scope of its commercial activity (e.g. on www.zetcom.com, in Presentations and the like), using its company name and logo.

15.3 Without the prior written consent of the Service Provider, the Customer may not assign or otherwise transfer its rights under this Contract or delegate its obligations. Each attempt shall be void.

15.4. If any provision of this Contract is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention and purpose of the Parties underlying the original provision.

15.5. This Contract shall be governed by Swiss law without regard to private international law. The Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.6. Each party irrevocably agrees that the ordinary courts at the Service Provider’s domicile in Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).