

General Terms and Conditions of valantic XPA AG

valantic

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§1 Terms of contract

Contracts with valantic XPA AG (hereinafter referred to as valantic) shall be governed exclusively by the prices and conditions stated in valantic's offers and by these "General Terms and Conditions", unless otherwise agreed in an individual contract or in the (overriding) license conditions. If third party products distributed by valantic are subject to their own terms and conditions, these shall become part of the contract. Other terms and conditions shall not become part of the contract, even if valantic does not expressly object to them.

§2 Delivery

valantic shall advise and support the Customer in the introduction of the agreed software within the scope of the offer made by valantic. valantic shall deliver the software in accordance with the product description set out in the offer. The products correspond to the descriptions in the documentation; valantic neither warrants nor owes any additional functionality. Representations in the documentation, in test programs, in product and project descriptions, etc. do not constitute warranties of characteristics. Warranties of characteristics require express written confirmation by valantic in order to be effective. In the absence of any other agreement, standard software will be delivered in the version current at the time of delivery. The technical possibilities and conditions of use of the programs (e.g. with regard to database, operating system, hardware and data carriers) will be communicated on request.

The delivery of software shall be effected by providing the Customer with the machine executable program and the documentation by handing over data carriers, by reading them into the computer or by remote data transmission. valantic shall not be responsible for disruptions due to strikes, lockouts, official intervention and other force majeure and other circumstances for which valantic is not responsible.

§3 Contract execution

Both parties can appoint competent contact persons who are authorized to bring about decisions. Each party shall appoint a project manager who shall be responsible for coordination within its own project members and communication with the project manager of the other contracting party, as well as for monitoring the progress of the project, making decisions at short notice that cannot be postponed, and preparing the project documentation.

§4 Change of the service content

Changes or additions that affect system functions, system services, other performance features, deadlines, prices, costs and other conditions may be requested by both the Customer and valantic vis-à-vis the respective other party. They will be mutually agreed in writing prior to their execution.

§5 Copyright (software transfer)

All rights to the software provided by valantic, in particular the comprehensive copyright with all powers to the programs, documents and information provided within the scope of the contract initiation, contract execution, warranty, support and maintenance, are exclusively vested in valantic or the manufacturers of the software whose products valantic distributes or integrates into its products, even if these programs, documents and information have been created as a result of the Customer's specifications or collaboration. In this respect, the Customer shall only have the expressly regulated rights of use and authorizations.

§6 Rights and Authorizations of Use, Test Installation (for Work Performed)

As far as legally possible, valantic grants the Customer an exclusive, irrevocable, transferable right of use for all types of use, unrestricted in terms of time, content and territory, for the services it provides for the Customer after full payment of the respective agreed remuneration by the Customer. Excluded from this are the standardized tools and modules used by valantic in the execution of the project. valantic retains an irrevocable, simple right of use, unrestricted in terms of time, space and content, free of charge, to the studies, concepts and documentation supplied by it for the Customer. In particular, any copying or passing on of standard software that is not expressly permitted and any development of similar software using the valantic software as a template is prohibited by law and by contract.

The Customer may be granted the right to set up an appropriate number of further installations (so-called "test installations") per productive installation of the programs that are the subject matter of the contract for the purpose of ongoing testing and for the purpose of internal training, insofar as valantic is authorized to do so within the scope of the third-party software it uses. An installation is the sum of all components that directly or indirectly access a set of databases or interoperate with a set of databases. The software is used productively only for the purpose of processing internal business transactions and those of companies that are affiliated with the Customer in accordance with the Swiss Code of Obligations (OR) (so-called "group companies"). This also applies to test installations. Data center operation is not permitted.

Details will be specified in more detail in the individually prepared offer from valantic to the Customer. All data processing equipment (e.g. hard disks and central processing units) to which the programs are copied in whole or in part, for a short period or permanently, are located on the Customer's premises and are in its direct possession.

§7 Disclosure

The distribution of the software is not permitted.

§8 Obligations of the client

The Customer shall provide the working environment for the software (e.g. hardware and operating system) in accordance with valantic's specifications. It shall observe the specifications in any project plan. The Customer shall cooperate in the performance of the order to the extent necessary and free of charge, e.g. by providing employees, work rooms, hardware and software, data and telecommunications equipment and by cooperating in specifications, tests, acceptance tests, etc. The Customer shall grant valantic direct access to the hardware and software. It shall grant valantic direct access to the hardware and software.

If technically simple access through telecommunications equipment is not possible or is not permitted, the Customer shall bear all adverse consequences that arise for itself and valantic. Agreed deadlines will be extended for the duration during which access is not possible or not permitted, as well as by a reasonable start-up time thereafter.

The Customer, with the support of valantic, thoroughly tests each program for freedom from defects and usability in the specific situation before it begins operational use of the program. This also applies to programs that he receives as part of the warranty and maintenance.

The Customer shall take appropriate precautions in the event that the software does not work properly in whole or in part, e.g. by means of data backup, fault diagnosis, regular checking of

the results, etc. The Customer shall provide sufficient specialist personnel in terms of quantity and quality to complete the tasks of the specialist and technical areas involved within a reasonable period of time as part of the required cooperation. The training of these specialist personnel is the responsibility of the client. If the Customer does not comply with its duties to cooperate, does not comply with them in full or does not comply with them in a timely manner, valantic's obligation to perform shall lapse or be delayed accordingly, without this resulting in a delay or a default in performance. valantic's additional expenses incurred as a result of this shall lead to an appropriate increase in the total expenses.

§9 Delivery and performance time

The deadlines for the services and deliveries to be provided by valantic shall be jointly determined in a project plan and updated by mutual agreement. Deadlines are only fixed deadlines if they have been expressly agreed in writing as binding. If non-compliance with a binding date or a binding deadline is due to an action or omission on the part of the Customer for which valantic is not responsible, the date or deadline shall be extended by a reasonable period of time. A reduction of the remuneration, payment of a contractual penalty or other claims for damages against valantic are excluded in such cases.

If valantic is culpably responsible for non-compliance with a date or a deadline agreed in writing as binding, the Customer shall set valantic a reasonable grace period in writing. After expiry of this grace period, the Customer may demand a lump-sum compensation for delay as a contractual penalty. At the time of expiry of the grace period, this amounts to 0.5% of the order value for each full week of delay. The compensation for delay is limited to 5 % of the order value, but to a maximum of CHF 26,000.00. With the payment of compensation for delay, all claims for damages arising from delay are settled. In the event of default, valantic shall not assume any further liability unless there is a mandatory statutory liability. The Customer's claims arising from default are subject to a limitation period of one year. It shall commence at the time at which the Customer has or should have had knowledge of the claim.

§10 Price, payment, reservation

The prices for software deliveries include transport and packaging. The prices agreed upon conclusion of the contract shall apply. Price changes until delivery are disregarded. The prices for consulting services are based on the time spent on the basis of the rates agreed when the contract was concluded. Unless expressly agreed otherwise, valantic shall invoice the ancillary costs incurred by it (expenses, travel costs, travel time, etc.) in addition to the daily fees or other remuneration.

Services provided on Saturdays will be charged with a surcharge of 50%, services provided on Sundays and public holidays will be charged with a surcharge of 100%. In principle, services rendered on all days between 20:00 - 06:00 will be increased by 50%.

An invoice shall be issued with each individual delivery or service. Payments are due within 10 days of the invoice date. No discount will be granted. After the 10 days, valantic will charge interest at 5% above the prime rate of the European Central Bank for non-payment.

valantic may demand payments on account or full advance payments if no business relationship has yet been established with the Customer, if the delivery is to be made abroad or the Customer has its registered office abroad, or if there are reasons to doubt the Customer's punctual payment.

The Customer is only entitled to set-off and retention against claims of valantic if its counterclaims are undisputed or have been legally established. It may not assign its claims to third parties.

valantic retains ownership of the contractual items until full settlement of its claims arising from the contract. The Customer must notify valantic immediately in writing in the event of access by third parties to the reserved goods and inform the third party of valantic's rights.

If, as a result of incomplete or inaccurate information or improper cooperation on the part of the Customer, the amount of work required exceeds the estimates that valantic recognizably used as a basis when accepting the order, valantic shall notify the Customer thereof without delay so that an agreement can be reached on the appropriate increase in the original remuneration.

All fees and costs are subject to the applicable sales tax.

§11 Acceptance of services

If the subject of the contract is the provision of work services, these services shall be accepted by the Client.

After production of the service subject to acceptance, valantic shall declare to the Customer that it is ready for acceptance and shall agree an acceptance date with the Customer. If the Customer fails to cooperate in the acceptance within a period of 14 days after receipt of the notification of readiness for acceptance, the service shall be deemed to have been accepted. Likewise, a service shall be deemed to have been accepted if it is used in live operation - for example, by entering transaction data.

The verification of the performance is carried out on the basis of test criteria. All errors occurring during acceptance are to be recorded together in an acceptance protocol. If no errors or only minor errors are identified during the acceptance procedure, acceptance shall be deemed to have taken place. valantic may also submit partial services for acceptance (so-called "partial acceptances"). This includes, in particular, self-contained project sections.

§12 Trainings

Registration

Registrations for courses and seminars (training) must always be made in writing to the valantic training center. After receipt of the registrations, the customer will be sent a registration confirmation with the name of the participant, the training date, the training location and the training fee.

Cancellations

In case of cancellation of a booked and ordered training, the following rules apply:

- a. In the event of cancellation up to forty calendar days prior to a booked training session, the client will be charged 25% of the training fee.
- b. In the event of cancellation within thirty-nine and twenty calendar days prior to a booked training session, the client will be charged 50% of the training fee.
- c. In the event of cancellation within nineteen calendar days prior to a booked training session or in the event of non-participation in the training session, the client will be charged the full training fee.
- d. Third-party costs incurred as a result of the cancellation or non-participation will be charged to the client in full.

All registrations, rebookings and cancellations must be made in writing by fax or e-mail.

Fees

The prices in the price list valid at the time of registration apply. The price list can be requested at any time. In addition to the participation fee, the prices also include the required training documents and the necessary use of the technical equipment and systems in the training center. Also included in the prices are break refreshments and lunch. Otherwise, travel, catering and accommodation costs are to be borne by the participant or the customer in each case.

Only temporary participation does not entitle the participant to a reduction of the training price. The prices do not include the applicable value-added tax.

Changes in the training courses

valantic reserves the right to use a substitute speaker for the training courses, to modify the content of the training course slightly and, if necessary, to change the date and location.

Exclusive trainings, on-site trainings

On-site training etc. can be requested via valantic sales. These events must be arranged by the customer in good time in advance. If, as agreed, a seminar is not held in a training center of valantic, the customer shall, after consultation with valantic, arrange for a suitable room at its own expense as well as for any required aids not provided by valantic (e.g. its own systems).

The implementation of such a seminar on the confirmed date is independent of a minimum number of participants, but limited to a maximum of twelve participants.

§13 Duty to examine and to give notice of defects

The Customer assumes an obligation to inspect and give notice of defects with respect to all deliveries and services of valantic in accordance with the applicable legal provisions.

The Client shall declare complaints in writing with a detailed description of the problem.

§14 Warranty

valantic warrants that its deliveries and services correspond to the state of the art at the time of conclusion of the contract and are not afflicted with defects that nullify or reduce their suitability in relation to the contractually specified scope of services. Minor changes and insignificant defects remain out of consideration. valantic supports the Customer in the search for the error and the cause of the error.

If the Customer does not prove that the error is attributable to valantic, valantic will invoice the Customer for these services.

valantic provides warranty primarily by rectification of defects. The rectification shall be carried out by eliminating the error or by providing a new program version or by showing valantic reasonable possibilities to avoid the effects of the error. The Customer shall support valantic to the extent necessary. It must accept a new program status unless this leads to unreasonable adjustment and conversion problems for it.

The customer may only demand the cancellation of the contract or the reduction of the remuneration if the rectification of the defect, if necessary several times, finally fails in spite of an exclusion period set in writing.

In the case of rental and leasing agreements, the right to terminate without notice replaces the right to rescind the agreement. If the client switches from a rental or leasing contract to a purchase, he has warranty as if he had purchased the copy of the software from the beginning.

The warranty period is generally one year and begins with the delivery or the acceptance of the service.

§15 Liability

valantic shall pay damages on whatever legal grounds, i.e. e.g. due to delay, warranty, non-performance, impossibility, culpa in contrahendo, tort or breach of an accessory obligation under the following conditions. valantic shall pay damages in full in the event of intent and gross negligence. In the case of slight negligence, a claim for damages is excluded; unless it is a culpable breach of an essential contractual obligation that endangers the purpose of the contract. In this respect, the claim for damages is limited to up to CHF 26,000.00 per case of damage and CHF 52,000.00 per year. This also applies in the event of cancellation of the contract, including retroactive cancellation. In all other respects, valantic is liable in accordance with the mandatory statutory provisions. The objection of contributory negligence remains unaffected in all cases of liability.

A limitation period of one year shall apply to the Client's claims for damages. It shall commence at the point in time at which the client has or should have had knowledge of the claim.

§16 Third party rights

valantic guarantees that no rights of third parties conflict with the transfer of powers in accordance with the contract. Otherwise, the Customer may cancel the contract or terminate a rental or leasing contract without notice after the expiry of a reasonable period set in writing with the threat of rejection, unless valantic provides the Customer with a legally flawless opportunity to use software that is in conformity with the contract or equivalent. Claims for damages by the Customer shall be governed by § 14 of these Terms and Conditions.

valantic shall, at its own expense, defend against claims asserted by third parties against the Customer due to infringement of industrial property rights on the basis of the deliveries and services of valantic. The Customer may not acknowledge such claims or conclude judicial or extrajudicial settlements with third parties in this respect without the consent of valantic. He

authorizes valantic to take over the dispute with the third party in or out of court on its own. valantic shall indemnify him against claims insofar as these claims were not caused by the Customer. The Customer shall inform valantic immediately, in writing and comprehensively of any claims asserted by third parties.

§17 Secrecy and data protection

The parties undertake to treat as confidential the information made available to them by the other party as well as knowledge which they acquire on the occasion of this cooperation about matters - for example of a technical, commercial or organizational nature - of the other party and to use it only insofar as this is necessary for the fulfilment of the order.

This confidentiality obligation shall not apply to information which the other party can prove to have lawfully received or to receive from third parties, or which was already generally known at the time of conclusion of the contract or subsequently became generally known without any breach of the obligations contained in this contract. The parties shall oblige their employees and vicarious agents accordingly. The obligations described above shall remain in force for both parties even after termination of this contract.

Both parties undertake to comply with the relevant provisions of the Data Protection Act concerning them.

§18 End of the right of use

The Customer undertakes to return all deliveries and copies to valantic at the end of the right of use and to delete all stored programs, unless it is legally obliged to retain them for a longer period. In this case, the Customer undertakes to delete these programs immediately after the end of the legal obligation to retain them. He shall subsequently assure valantic in writing that this has been done.

§19 Non-solicitation

The direct or indirect hiring of valantic employees by the Customer (for customers) or by the Contractor (for service providers) as well as by other business partners with whom a contractual relationship exists is not permitted. If, despite this, a customer, client or partner hires an employee during an ongoing project or within 18 months after the end of the contract and violates this non-solicitation agreement, it shall owe valantic a cumulative contractual penalty in the amount of CHF 75,000, which shall become due immediately upon the occurrence of the event. valantic shall have the right, in addition to the actual fulfilment of the

non-solicitation agreement, to demand the penalty payment and compensation for the damages incurred. The express written consent of the agent to the hiring of employees by the business partner remains reserved.

§20 Right of disposal of data

The Customer shall remain the sole owner and legal holder of data provided by the Customer or relating to the Customer. valantic shall only manage, modify or otherwise use such data for the Customer for the purposes of fulfilling the contract.

§21 Final provisions

Contractual declarations, amendments and supplements must be made in writing to be effective. This also applies to the cancellation of the written form requirement. There are no ancillary agreements.

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the invalid provision in terms of its economic purpose. Any regulation gap shall be closed in the same way.