

General Terms and Conditions of Intus Data, Inc., 8604 Volketswil, June 2018

1. Subject of the Contract

1.1. Purpose and Content of the Purchase Contract

Intus Data, Inc., hereinafter referred to as "ID", will provide the customer with equipment and facilities, hereinafter referred to as "Devices," as specified in the offer/order confirmation.

1.2. Purpose and Content of the Software License Agreement

ID grants the customer the right to use the program products listed in the offer/order confirmation along with their documentation, hereinafter referred to as "Licensed Material," in accordance with the manufacturer's terms and conditions. The license and maintenance conditions of the respective software manufacturers are thus an integral part of the ID contracts. These license and maintenance terms are subject to change at any time by the respective manufacturer. The customer also notes that he can assert his license and maintenance rights directly and exclusively against the manufacturer.

1.3. Purpose and Content of the Service Contract

ID provides the services listed in the offer/order confirmation for the customer.

1.4. Purpose and Content of the Software Service Contract

ID provides the following services for the Licensed Material listed in the offer/order confirmation or in the software service contract:

- Delivery of enhancements and new versions of the contracted software products according to the manufacturer's guidelines, with the exception of special adjustments or additions to the Licensed Material or applications specially developed for the customer. Telephone assistance during the first installation. New versions of third-party software, such as operating systems, databases, etc., upon which new versions of the products under contract are based are not included in the free delivery and must be purchased separately by the customer.

If, according to the software service contract, it is not a Software Service Contract Light or only an update contract, the following additional services are included:

- Guaranteed support during ID office hours.
- Telephone help desk and support up to a maximum of 1 hour per support case (does not apply to data reconstruction, training and installation assistance or changes to software, system or configuration (e.g. the setting up or changing of wage types)).
- Reduced hourly rate for chargeable benefits in accordance with section 3.2.
- Travel allowance for travel time and expenses according to paragraph 3.2. A software service contract for server operating software necessarily requires the possibility of remote maintenance. If the customer does not have this prerequisite established, the effective travel times and expenses will be charged.
- Troubleshooting of ID software products.
- The uptake and forwarding of errors in non-ID software products.

1.5. Elements of the Contract

A contract will be formed through the countersigning of ID's offer or order confirmation by the customer. Each appendix attached to this Agreement is an integral part of it.

The costs for data carriers and other accessories are not included in the purchase price unless explicitly stated in the offer/order confirmation.

1.6. Customer Responsibility

The responsibility for the selection, the use and the results obtained lies with the customer. The building-side installation (power connections, network installation, cables, sockets and tapping cables between PCs and sockets) is not part of the offer/order confirmation. In particular, the customer is responsible for securing the data, including that of the Licensed Material. For software supplied by ID, the customer is responsible for ensuring that the hardware and otherwise installed software, such as operating systems, meets the requirements of the manufacturer's specifications of the software provided by us.

2. Deliveries and Services

2.1. Deadlines

The delivery of the equipment and the Licensed Material to the customer will take place within the agreed delivery time. This delivery period will be valid subject to events beyond the control of ID, particularly *force majeure* such as war, strikes, transport difficulties and official export and import bans. If the delivery is delayed by more than 120 days, the customer is entitled to withdraw from the contract. In this case, ID will refund any payments already made. ID is not obligated for any further services (e.g. damages). If the customer wishes to postpone the delivery date, ID is entitled to issue the invoice at the scheduled delivery date and to demand the contractual payment; any costs incurred to ID by the postponement are at the expense of the customer.

2.2. Design Modifications

ID reserves design and form modifications until delivery. This also applies to the Licensed Material.

2.3. Transport und Installation

The installation of additional hardware components (CD, tape, etc.) as well as the installation of the software and the delivery to and installation at the customer's installation site shall take place at extra cost unless otherwise specified in the offer/order confirmation. Installation and implementation costs, which are listed in the offer/order confirmation, are experiential values and will be charged according to the actual expenditure. Likewise, any costs for

data cables, modems, forklifts, crane lifts, etc. as well as any associated installation risks will be borne by the customer. The use and risk of the equipment and Licensed Material pass to the customer upon conclusion of the present contract.

2.4. Preparation of the Installation Site

The customer shall provide suitable premises with the necessary power connections, cable connections and technical facilities at his own expense in a timely fashion before delivery in accordance with the ID guidelines. If cables are required for telecommunications, it is up to the customer to take the necessary steps with the telecommunications provider. ID will assist the customer with advice. The customer will further ensure that at the computer workstations on the network server phone calls can be made.

2.5. Disposal of Old Computer Hardware

When a new computer is purchased, the old computer system and its peripherals will be taken back by ID at no cost. Any transport costs incurred will be charged.

2.6. Training and Implementation

Training, implementation, software adjustments, software generation and project support will be carried out at cost.

3. Prices and Terms of Payment

3.1. Prices

Unless otherwise stated, prices are exclusive of all taxes and duties applicable at the time the contract was concluded.

3.2. Hourly Rates

Services that are not covered by a software service contract are currently charged at the following hourly rates:

With a valid software service contract for the affected product (does not apply to Software Service Contract Light or only an Update Contract):

- Hourly rate for working and travel time > Fr. 190.-
- Travel time and expenses are according to expenses;
- however, the maximum per day of travel/person > Fr. 260.- subject to special agreement in the Software Service Contract

Without a valid software service contract or with a Software Service Contract Light or only an Update Contract for the affected product:

- Hourly rate for working and travel time > Fr. 210.-
- Minimum charge for labor and travel time per case > Fr. 115.-
- Travel time and expenses at cost

For service to the customer which at the express request of the customer must be made outside normal office hours, the following surcharges will be charged:

- Weekdays past 7:00 pm 25%
- Saturday 50%
- Sunday 100%

The hourly rates listed in the offer/order confirmation are based on our rates with a valid software service contract. If the customer has not completed one, the rates will be applied without a valid software service contract.

3.3. Invoicing

Unless otherwise stated in the offer/order confirmation, deliveries and services are invoiced as follows:

- 1/2 at the conclusion of the contract, and
- 1/2 on delivery.

If the contract concerns several items, ID may require payment for each delivery in the case of partial deliveries. The fees for the software service contract are invoiced annually in advance.

3.4. Software Service Fees

The fees may be changed by ID at the end of a calendar year subject to a notification period of 4 months.

3.5. Terms of Payment and Default

Accounts payable on conclusion of the contract are payable net within 10 days; other invoices are payable net within 30 days.

In the event of late payment, ID may demand default interest in the amount of the capital costs (interest and commission) for overdraft facilities of the Zürcher Kantonalbank. Furthermore, ID has the right to stop deliveries and services until the payment arrives.

3.6. Retention of Title

Until full payment of the purchase price, the equipment remains the property of ID. ID is authorized to register the retention of title with the competent authority as well as to declare its ownership rights to third parties.

4. Rights to the Licensed Material

4.1. Right of Use

Under the Software License Agreement, the customer acquires the non-exclusive, non-transferable, unlimited right to use the Licensed Material on a single device/instance/virtual system or, if that should fail, temporarily on an alternate system. The customer is entitled to copy all or part of the Licensed Material to the extent necessary for contractual use. Copies that are no longer needed are to be destroyed immediately. Control over the original and the copies is the responsibility of the customer. The right of use explicitly applies only to the number of users listed in the offer/order confirmation. The right to use the Licensed Material on additional devices/instances/virtual systems must be acquired additionally by the customer. In other cases and/or non-conforming situations the license conditions of the software manufacturers apply.

4.2. Property

The ownership of and the intellectual property rights in the Licensed Material, in particular patents and copyrights, remain with the licensor or the manufacturer for an unlimited period of time.

4.3. Confidentiality

The Licensed Material contains information, ideas, concepts, and procedures that are company secrets. The customer undertakes not to make the Licensed Material available to third parties in any form, in whole or in part, nor to publish it. The customer shall, by appropriate instructions, arrangements and other appropriate procedures, ensure that all persons who have access to the Licensed Material comply with these obligations. The customer takes the necessary technical and organizational measures in his company to protect the Licensed Material from unintentional disclosure or access, theft or misuse by unauthorized persons.

4.4. Injury

If the customer violates the above provisions seriously or, despite written notice, repeatedly, he will owe ID as compensation ten times the amount of the one-time license fee. The payment of this penalty does not release the customer from his contractual obligations. In particular, the licensor is entitled to demand at any time the elimination of the condition contrary to the contract.

5. Warranty

5.1. Warranty on Equipment and Licensed Material

The warranty is based on that of the manufacturer. Further claims are excluded. The warranty period is listed in the offer/order confirmation.

The warranty is voided in full if the customer makes changes to equipment or Licensing Material or has it done by third parties without the prior written consent of ID, or if the customer uses accessories or data carriers that are not in accordance with ID specifications, or if the equipment is otherwise improperly handled or resold. This contractual guarantee shall replace the statutory warranty claims. Claims for reduction, withdrawal from the contract, etc., are excluded. ID is only liable for direct and indirect damage in accordance with Clause 7 of the contract.

5.2. Confidentiality

ID requires its employees to keep all non-public information they receive when executing contractual services in strictest confidence.

5.3. Annulment

ID is exempted from its warranty obligations to the extent that a program error is due to circumstances beyond its control, in particular through:

- Interference in the program product by the customer or third parties
- The influence of equipment and programs not provided by the licensor
- Operating errors by the customer or third parties
- Neglect of data backup by the customer

6. Re-export and Resale

The re-export of the equipment is prohibited in accordance with ID's obligation regarding the Section for Import and Export of the Federal Department of Economic Affairs. This obligation is transferred to the purchaser of the equipment during the installation and, in the case of a possible resale, in turn is to be transferred to the respective purchaser. If the purchaser transfers the equipment to a third party (via sale, rental, or leasing) or moves it abroad, ID's obligations under this contract expire.

7. Liability

7.1. Direct Damage

ID is liable for direct damages incurred by the customer in connection with the performance of the contract, e.g. for non-performance, breach of the duty of care, default or infringement on property rights, only if these damages have been demonstrably caused by the gross negligence of or intentionally by ID. In the case of the involvement of an assistant for support service, ID is liable only for the careful selection thereof.

7.2. Consequential Damages

ID expressly denies any liability for damages incurred by the customer in connection with the deployment and usage of the equipment and license material and the results obtained, in particular for lost profits, unrealized savings, additional expenditures or claims of third parties.

7.3. Prevention of Fulfillment

ID shall not be liable if it is prevented from performing its services in a timely or appropriate manner for reasons for which it is not responsible. In particular, the customer is responsible for the necessary security measures to protect the stored data.

8. Final Provisions

8.1. Duration of the Software Contract (Software Service Contract or Update Contract) and Termination

The software contract is not limited in time. The contract period is for at least one year. It can be terminated by any contracting party subject to a notice period of 3 months before the end of a calendar year, and by products of Topal Solutions before the end of a contract year. ID has the right to terminate without notice if the customer defaults on the payment of claims from ID despite repeated reminders.

8.2. Validity of the General Terms and Conditions

The general terms and conditions also apply to future deliveries and services by ID. ID's terms and conditions may be changed at any time.

8.3. The Contract In Writing

It is expressly required that the entire content of the contract be in writing. Further verbal agreements are not valid.

8.4. Severability

If parts of this contract or an attachment are void or become invalid, the remainder of the contract shall continue to apply. The contracting parties will then interpret and design the contract in such a way that the originally intended purpose is achieved as much as possible.

8.5. Succession

The contracting parties undertake to transfer all rights and obligations under this contract to all possible legal successors.

8.6. Transfer of the Contract

The customer may transfer this contract or individual rights and obligations to third parties only after the prior written consent of the licensor. A transfer to a leasing company does not require this approval.

8.7. Disclosure of Customer Contracts to Manufacturers

If required, ID is entitled to disclose customer contracts to the respective manufacturers.

8.8. Applicable Law

This contract is subject to Swiss law.

8.9. Amicable Settlement

The contracting parties undertake to exhaust all possibilities of mediation in the event of a legal dispute in connection with this contract.

8.10. Validity of the offers

The offers are valid for 30 days. The price and model changes of the manufacturer remain reserved.

9. Jurisdiction

The jurisdiction is Zurich.