

# Terms and Conditions AddOn (Switzerland) AG

- 1. Scope**
    - 1.1 These terms and conditions shall apply to deliveries and services provided to Companies by AddOn in the IT environment. For the purposes of these terms and conditions, Companies shall be natural persons or legal entities exercising a commercial or independent professional activity.
    - 1.2 In particular, AddOn shall provide the following deliveries and services:
      - Consulting
      - Project management
      - IT services
      - Training
      - Implementation
      - Software development
      - Hotline support center / remote services
    - 1.3 The exact nature and scope of services which AddOn is legally bound to provide shall result from the relevant offer or, where appropriate, from the functional specification and from these terms and conditions.
    - 1.4 An order shall come into effect only upon written confirmation by AddOn. Subsidiary agreements and changes shall be made in writing in order to become effective.
    - 1.5 Offers made by AddOn shall be subject to confirmation. AddOn may accept offers made by the Company within four weeks.
    - 1.6 Guarantees and warranties shall require express written confirmation by AddOn.
  - 2. Performance of Order**
    - 2.1 AddOn shall provide its services with due care and consideration for the latest technology. In principle, services shall be provided on AddOn's premises, unless it is absolutely necessary that they be performed on the Company's premises.
    - 2.2 Should the Company change its requirements within the scope of an order, AddOn may demand the appropriate adjustment of its fee, insofar as it is affected by the change. Agreed completion dates shall be adjusted accordingly in such cases.
    - 2.3 Agreed deadlines shall also be extended in the event of disruption beyond the control of AddOn and in all cases of force majeure. Delivery and performance deadlines shall only be deemed binding if they have been expressly agreed as such. Deadlines set by AddOn at the request of the Company shall be binding for the Company following reconfirmation by AddOn. In the case of subsequent requests for deadline changes, AddOn reserves the right to invoice additional costs.
    - 2.4 AddOn shall be entitled to engage third parties in order to perform its services. Part performance and partial deliveries shall also be possible.
    - 2.5 AddOn shall charge on-site assignments exclusively in whole man days.
  - 3. Cooperation, Participation, Supply**
    - 3.1 The Company shall define the task which forms the basis for further planning.
    - 3.2 The Company promises to effect its contractual and other obligations of cooperation as well as to supply materials in the necessary quality and at the agreed times. These tasks shall include in particular providing AddOn with information on operational procedures and their organization, use of the IT infrastructure and Company infrastructure, supply and licensing of required third-party products, such as tools, development environment, etc. in the relevant versions in each case.
    - 3.3 If the Company's acts of cooperation and/or supply are judged unsatisfactory or if these are either not complied with on time or not at all, the agreed delivery and performance deadlines shall lose their validity. In this case, AddOn reserves the right to charge for the costs ensuing from this shortfall.
    - 3.4 AddOn shall not be liable for faulty or incomplete material supplies or for the interaction of third-party products with its own products or services.
  - 4. Rights of Use**
    - 4.1 Following payment AddOn shall grant the Company for an unlimited period the non-exclusive right to use the ordered software and the results obtained within the agreed scope for internal purposes.
    - 4.2 In the case of third-party products, the manufacturer's terms and conditions may also apply.
    - 4.3 Trademarks and copyright notices may not be removed. Copies may only be made for archiving and back-up purposes.
  - 5. Fees**
    - 5.1 The Company shall pay AddOn the agreed fee plus the legally valid rate of sales tax. Prices and fees are calculated according to the relevant current offer from AddOn unless otherwise agreed.
    - 5.2 Insofar as invoicing at cost has been agreed, payment can be on a monthly basis.
    - 5.3 In the case of a fixed-price agreement, the following payment arrangements shall apply:
      - 30 % of the fixed price upon conclusion of the agreement
      - 30 % at the end of one-third of the scheduled processing period
      - 30 % at the end of two-thirds of the scheduled processing period
      - 10 % upon acceptance
    - 5.4 Insofar as calculation of a fixed price has been agreed, and it becomes apparent after completion of the detailed concept that realization will lead to an unforeseen increase in the project price, AddOn may demand an adjustment of the project price.
    - 5.5 In the case of products, the price shall become payable immediately upon delivery. Delivery shall be from the place of dispatch at the Company's risk and expense.
    - 5.6 Traveling and other business expenses shall be calculated according to the rates stated by AddOn in the offer. The same shall apply to sales tax.
  - 6. Terms of Payment**
    - 6.1 Each invoice shall be payable net (without reduction) immediately upon receipt of the invoice.
    - 6.2 If the time for payment is exceeded, AddOn shall be entitled to charge interest for default amounting to 6 %.
    - 6.3 Setoff is only permissible for the Company in the case of claims which are undisputed or recognized by final and binding judgment.
  - 7. Acceptance of Performance**
    - 7.1 Insofar as this has been agreed, services shall be subject to acceptance inspection. AddOn may demand the implementation of partial acceptance inspections for definable part performance. In this case, overall performance is deemed accepted upon final partial acceptance inspection.
    - 7.2 AddOn shall declare to the Customer the acceptability of the service. Following this declaration, the Customer is to test the delivery in question immediately and declare acceptance within 10 days. Acceptance shall be declared if the service substantially corresponds to the requirements agreed upon in the specification of services. Otherwise, the defects preventing acceptance shall be rectified within a reasonable period, and the acceptance inspection then performed again.

The declaration of acceptance may only be omitted insofar as the service exhibits a serious defect which permits use as defined in the agreement to a severely limited extent only or not at all. A serious defect of this nature shall be reported to AddOn immediately, and AddOn shall resubmit this service for acceptance inspection following rectification.

Defects which do not, or not significantly, restrict functionality, yet still permit use shall be deemed less serious defects. They shall not exclude ac-
  - 8. Warranty**
    - 8.1 Quality shall be deemed agreed in principle only in terms of the agreed specification of services or general product description. Advertising or other statements shall not be regarded as product descriptions. In the event of incomplete delivery, AddOn shall first of all complete the delivery as soon as possible. The Company shall then inspect the goods delivered for possible defects immediately upon delivery, or within one week at the latest. In the event of a discrepancy, the Company shall send a notice of defects to AddOn immediately.
    - 8.2 The warranty period shall be 12 months. In place of the provisions governing warranty claims under the Swiss Code of Obligations, AddOn is entitled in the event of a warranty claim first of all to rectify the defect by subsequent repair or replacement, also in the form of an update or a workaround.
    - 8.3 Should AddOn not succeed in rectifying a defect within a reasonable period, despite repeated attempts to do so, the Company shall be entitled either to demand a lowering of the fee (price reduction) or to cancellation of the contract (rescission). In the event of liability for damages, §10 of these terms and conditions shall apply. Further claims are excluded.
    - 8.4 If the analysis of a stated defect indicates that a warranty claim does not exist, the Company shall bear the costs of such an analysis.
    - 8.5 The warranty obligation shall not apply in the case of operating errors, wear and tear, unauthorized changes and interference, the influence of third-party products, use for other than the intended purpose or the use of outdated product versions. The Company shall bear the burden of proof that the claim is not based on such a cause.
    - 8.6 The termination of the further exchange of deliveries and services, e.g. in the event of withdrawal, compensation, must be threatened in writing by the setting of a deadline and can only be declared within two weeks from the expiry of the deadline.
  - 9. Infringement of Intellectual Property Rights**
    - 9.1 In the event of an infringement of the intellectual property rights of third parties, AddOn, at its discretion and expense, shall modify the services rendered or deliveries made in such a way that they no longer infringe these rights or shall grant right of use to the Company or shall take back the services rendered or deliveries made by AddOn in conjunction with repayment of the fee minus an appropriate usage fee.
    - 9.2 AddOn shall not be liable for infringements of intellectual property rights based on documents or information provided or on usage of the service/product which does not comply with the agreement.
  - 10. Liability**
    - 10.1 AddOn shall only be obliged to compensate for damages in full, irrespective of the legal grounds, in the case of intent or gross negligence:
      - in the absence of an assured property, to the amount of foreseeable damage
      - in all other cases only where a fundamental contractual obligation has been breached, thereby jeopardizing the purpose of the agreement
      - within the scope of statutory provisions governing product liability, unlimited
- The Company is obliged to provide maintenance services for the supplied products.
- ceptance by the Customer, but shall however be rectified by AddOn within the scope of the agreed service level. They need not be resubmitted for acceptance inspection.
- 7.3 Acceptance shall also be deemed declared by the Company upon signing of the performance report. The same shall apply if the Company does not declare the service accepted within a pre-defined period, insofar as it has not at the same time given notification of defects which would hinder acceptance.
- 7.4 Acceptance shall also be deemed declared as soon as the Company begins using the software in live operation.

- 10.2 Insofar as there is no compulsory legal responsibility, AddOn shall be liable only for direct damage, i.e. the Customer may only claim for damage occurring directly to the delivered item. AddOn shall not be liable for indirect damage caused, for example, by production stoppages or for lost profits as well as consequential damage caused by defects.
- 10.3 AddOn shall only be liable for loss of data during project realization and to the extent that the customer could not reasonably avoid even given proper data back-up at least once a day. AddOn may assume that it will only come into contact with saved data.
- 10.4 AddOn shall be liable for viruses in software developed by AddOn only insofar as the virus was already present upon provision and that the virus was detectable. The Company is obliged to install and update an anti-virus program.
- 10.5 Liability for latent defects is excluded.
- 10.6 For claims arising from impossibility, non-fulfillment, default, breach of the duty of consultation, etc. a period of limitation of one year shall apply, commencing at the point in time at which the Company was aware of or was ignorant due to gross negligence of the circumstances underlying the claim.
- 10.7 The above-named stipulations indicate the full scope of liability of AddOn. Further liability is excluded.
- 11. Retention of Title**
- 11.1 AddOn reserves the right to retain title to services rendered or deliveries made until all claims resulting from the business relationship have been settled. The Company may only sell the goods subject to the retention of title in the normal course of business in agreement with AddOn. The Company shall assign its claim to AddOn to the relevant amount invoiced; AddOn shall accept the assignment.
- 11.2 Should AddOn have co-ownership of the goods sold, the claim to the amount of the co-ownership share shall be assigned, but with priority over the other claims. Should AddOn have co-ownership due to processing or mixing of the goods sold, the claim to the value of the co-ownership share shall be assigned. AddOn shall be entitled to exploit the goods and satisfy its demands by setting off the proceeds against the outstanding claim, if the Company defaults on a payment in part or in full. In this case, the Company undertakes to cooperate with all measures necessary for the protection of the property of AddOn. The Company agrees in particular that the retention of title be entered in the retention of title register. To this end, it undertakes here and now to provide the registrar with a corresponding declaration as soon as requested to do so by AddOn.
- 12. Confidentiality / Data Protection**
- The parties to the agreement undertake to treat all information and documents as confidential. They shall commit their employees and agents to this undertaking.
- 13. Other Provisions**
- 13.1 Should one of the provisions of this agreement become ineffective or void, the validity of the remaining provisions shall remain unaffected. In this case, the parties to the agreement shall agree upon replacement provisions which come closest to the regulatory content of the invalid provisions
- 13.2 Changes and supplements to this agreement shall be made in writing to become effective. This shall also apply to a possible waiver of the requirement of the written form.
- 13.3 Should differences of opinion arise, the parties to the agreement shall strive, before bringing the matter before a judge, to reach an amicable arrangement. Should it not be possible, however, to avoid legal proceedings, all disputes shall be judged by the competent and regular courts of 8105 Regensdorf.
- 13.4 AddOn reserves the right to institute legal proceedings at the Company's place of jurisdiction. The business relationship between the parties to the agreement, and in particular the application and interpretation of these general terms and conditions, shall be governed exclusively by Swiss law. The application of the Convention on Contracts for the International Sale of Goods dated 11 April 1988 is excluded.
- 13.5 The place of performance for all deliveries and services due under this agreement is 8105 Regensdorf, Switzerland.
- 14. Additional Provisions for Seminars**
- 14.1 Public seminars at the AddOn training centers are termed open seminars.
- 14.2 Registrations for seminars can be made in writing or by telephone to AddOn. Registration is deemed binding upon written confirmation from AddOn.
- 14.3 The prices of seminars include the necessary seminar documentation as well as the use of technical equipment and facilities. In some cases, the original manufacturer documentation is only available in German. The seminar price includes refreshments during breaks and lunch. Discounts as well as special offers and promotions may not be combined with each other.
- 14.4 Seminars designated with guarantee may be repeated free of charge within six months of completion (excluding documentation); in the case of a version upgrade, a similar seminar may be attended within six months (excluding documentation). This guarantee is non-transferable and may not be exchanged for or offset against other services or discounts.
- 14.5 The Company may change bookings of basic-price seminars up to 14 days before the scheduled starting date free of charge. Changes made less than 14 days before the start of the seminar are subject to the payment of the full seminar fee. The Customer shall receive a voucher to the value of the seminar fee which is valid for a period of 12 months. The named conditions shall not apply if an alternative participant is named.
- 14.6 Customized Price seminars are seminars to which graduated three and six month prices also apply in addition to the regular price. Thirty days shall be considered as one month when calculating the booking date which converts a regular seminar into a Customized Price seminar at a reduced price. The graduated prices are subject to booking either three or six full months in advance. Calculation may also commence within the month. Customized Price seminars may not be combined with other price discounts. Example: The three-month graduated price for a seminar beginning on 01 June is granted for bookings made before 03 March. The same principle shall apply to six-month graduated prices.
- 14.7 By way of derogation from the stipulations in 14.5, the following shall apply to seminars which have been booked as "Customized Price" seminars at reduced prices:
- The Customer can change the seminar booking up to 14 days before the scheduled starting date.
  - In the event of changes, AddOn shall charge a processing fee of SFR 225.00.
  - The seminar price stated in the booking confirmation becomes invalid upon booking an earlier seminar and is re-calculated. The price based on the time period between the day the booking was changed and the newly selected seminar date shall apply. Rescheduling to a later date shall not lead to a re-calculation of the seminar price.
  - If a participant is unable to attend, the seminar booking can be changed to an alternative participant.
- 14.8 Seminars marked with a "K" are termed Competence Training courses. In the case of Competence Training courses, participants are sent the necessary documentation upon payment of the invoice (generally before commencement of the seminar). Payment of the invoice is due immediately. Booking changes shall be governed by the stipulations of 14.5.
- 14.9 AddOn reserves the right to cancel or postpone a seminar up to 14 days before the start. In exceptional circumstances, e.g. force majeure or if the speaker becomes ill, cancellation may also be at short notice. AddOn shall then immediately try to find an alternative date. The Customer shall be entitled, at his own discretion, either to a reimbursement of payments made or to rescheduling of this seminar. The Customer may not assert any claims over and above the seminar fee. If the Customer is unable to attend a seminar as a result of a postponement, he shall be entitled to reschedule this seminar to a new date. Course postponements by AddOn shall not lead to a recalculation of the price in the case of Customized Price seminars.
- 14.10 AddOn reserves the right for all events to make slight modifications to content as well as to change dates and venues if advance notice is given.
- 14.11 Times of seminars are to be found in the relevant seminar confirmation.
- 15. Exclusive / Project Seminars**
- 15.1 The Company shall receive an offer for an exclusive / project seminar at an AddOn training center or on the Customer's premises.
- 15.2 Following placement of the order, the Customer may postpone the date of the seminar free of charge up to 14 days before the scheduled starting date. In the case of a postponement less than 14 days before the scheduled starting date, 25 % of the seminar fee agreed in the order shall become payable. In this case, AddOn shall offer an alternative date.
- 15.3 AddOn reserves the right to cancel or postpone an exclusive / project seminar up to 14 days in advance. In exceptional circumstances, e.g. force majeure or if the speaker becomes ill, cancellation may also be at short notice. AddOn shall then immediately try to find an alternative date.
- 15.4 AddOn reserves all rights to its own seminar documentation and training software. Rights to total or partial reproduction of this documentation and to the design of own seminars based on this documentation are strictly prohibited. The rights of third parties shall remain unaffected.
- 16. Data Privacy and Virus Protection**
- 16.1 Data carriers brought to seminars by participants may not be loaded onto seminar computers. The seminar participant shall be liable in full for any resulting damage.
- 16.2 The Company shall agree to the processing and storage of personal data in accordance with the provisions of the Federal Act on Data Protection.
- This is a convenience translation of a German text. In case of discrepancy between the German and English versions, the German version shall prevail.