

1. Field of Application

1.1 The existing general terms and conditions of the License Agreement ("General Terms and Conditions License Agreement") complete the content and execution of the agreement for the use and maintenance of standard software ("software").

1.2 These general terms and conditions constitute an integral part of this agreement.

2. Scope of Application

2.1 The group of companies has the transferable and non exclusive right to the use of software. This right also includes the use within the services provided by the group of companies as well as the right to resale if the group of companies relinquishes the use.

2.2 If the software is used on a hardware listed in the agreement, the group of companies has the transferable and non exclusive right to usage. This includes the use on their successor system.

2.3 The group of companies is permitted to make copies for security and archive purposes. During a hardware failure the group of companies is entitled to use the software without an additional fee for replacement hardware.

3. Property Rights

3.1 Property rights of the software remain with the company or third parties. Both partners maintain the right of usage and access for ideas, procedures and methods that are not legally reinforced. If third parties are entitled to the rights, the company guarantees that they have access to the relevant user rights and rights of sale.

3.2 The company guarantees that rights of third parties will not be violated by the provision of services in accordance with the agreement.

3.3 The company averts claims of third parties due to violation of property rights at their own cost and risk. The group of companies announces such claims lodged by the company promptly and in writing. They will also surrender the management of a possible process to them or taking measures for the settlement of a law suit outside the courts. Any existing accrued costs with the group of companies will be taken over by the company.

3.4 If a claim is lodged due to a violation of property rights, the company has the ability at their discretion to provide the group of companies with the right to use the software without any liability due to violation of property rights or to replace the software with other software which meets the basic contractual requirements. If the company verifies that none of these solutions are achieved with a financially acceptable method, they are able to reclaim the full rebate and compensation for the relevant software from the group of companies.

4. Documentation

4.1 In addition to the software, the company provides the group of companies with complete, reproducible documentation (in paper format or digital) for the business in languages stipulated in the contract document.

4.2 The group of companies is permitted to copy and use the documentation for the contractual purpose. Any other purpose is subject to approval by the company.

4.3 The company shall update the documentation promptly as required.

5. Training

The company ensures staff training for the group of companies for the optimal use of the software providing the group of companies expresses this request in the offer application. Otherwise an instruction and installation manual is sufficient.

6. Test Period and Authorization

6.1 The group of companies shall test the software during the stipulated test period which lasts for at least 30 days. Subsequent to the expiry of the test period the first delivery of the software for the tested characteristics is regarded as approved providing the group of companies does not declare a disclaimer.

6.2 The deadline for a disclaimer is regarded as maintained once the group of companies has submitted the declaration to the Post Office on the last day of the test period.

6.3 Additional submissions at a later time are not covered by the authorization. These are only regarded as approved upon successful beginning of operations. Exceptions are hidden defects.

7. Scope of Maintenance and Investment Protection

7.1 The company shall maintain the software as per request by the group of companies during at least 6 years following the expiry of the statute of limitation for warranty rights. Maintenance work by the company subsequent to the statute of limitation shall only occur against payment and subject to competitive conditions.

7.2 Software maintenance includes trouble shooting as well as correction of program errors, adjustment and further development of the software. Providing the contract document does not contain any deviating regulation, new functions and relevant user rights are included in the fees for software maintenance.

7.3 On request, the company shall participate in seeking the breakdown cause, if the breakdown is caused by the joint effects of numerous systems of components. If the company verifies that the breakdown has not been caused by software maintained by them, the group of companies shall compensate the services separately.

7.4 As per request by the group of companies and against a separate fee:

- Maintenance also includes the required adjustment of software to the modified company, data base and support systems of the group of companies;
- The company also repairs breakdowns which are caused by circumstances created by the group of companies or third parties.

7.5 The company will inform the group of companies on a regular basis in relation to further development of the software relating to maintenance. In particularly the company will advise the group of companies of the implications of further developed software for the hardware. The delivery or installation of further developed software by the company is subject to approval by the group of companies.

7.6 If the company is no longer able to maintain the software (due to levy of execution, threatening bankruptcy, composition proceedings or other reasons), has maintenance assigned to third parties under the same conditions or offers an alternative of equal financial standard, the group of companies can conduct the maintenance themselves or assign third parties to conduct the maintenance. In this case the group of companies is definitely entitled to access the source-code and use it, if this is required for the maintenance of the software.

7.7 In order to ensure the non-disclosure obligation from the guarantee or maintenance of the software, the group of companies can request at any time, that the source-code is stored with a trustworthy company at the cost of the company or stored and protected on a system nominated by the group of companies by means of technical measures and kept up to date. These regulations do not release the company from their liability.

8. Warranty

8.1 The company guarantees that their services resemble the agreed objective and legal characteristics and in addition those characteristics which the group of companies has already practiced in good faith without any special agreement. The warranty provided by the company is not applicable if the group of companies is in default.

8.2 If a defect has been identified, the group of companies can initially only request a nonpaid rectification of the defects. The company shall rectify the defect promptly and shall be responsible for all incurring costs.

8.3 If the company has not or not successfully arranged for the requested rectification, the group of companies is entitled to the following at their discretion:

- To reduce the fee according to the reduction in value;
- Or to withdraw completely or partially from the agreement, however only in the event of significant defects.
- Or request the required documents (namely the source-code), providing it does not conflict with any legal or contractual regulations and to take relevant measures themselves at the cost and risk of the company or to assign a third party to take these measures, however only in the event of significant defects.

8.4 The warranty rights fall under the statute of limitation after 180 days as of successful beginning of operations of the software or as of accepting the provision of maintenance services, providing the company was not aware or could not be aware of the defects. Defects must be criticized promptly upon identification.

8.5 Maintenance services provided by the company during the statute of limitation are regarded as a rectification of defects providing the company does not prove otherwise.

9. Time limit for rectification of availability, reaction and breakdown

9.1 The company provides their services during the maintenance availability time specified in the contract.

9.2 The company commences with the correction of program errors during the availability time as quickly as possible, however no later than the time specified in the contract. The company shall also continue their work outside the availability time on request of the group of companies and against an additional fee.

9.3 If need be the correction of program errors occurs using a bypass solution within an adequate time limit.

10. Duty of Disclosure

The company shall inform the group of companies on facts and circumstances which will significantly simplify the contractual execution, reduce it in price, handicap it or even make it impossible to execute. This also includes the change of production locations and sub-contractors.

11. Fees

11.1 The fee is either a one-off or recurrent. For maintenance services the fee can be settled after the work has been completed. In this case the company shall indicate the cost types and rate in their offer.

11.2 By complying with a 3 months deadline, the company can request a founded adjustment of the recurring fee at the start of the subsequent calendar year, however no more than specified within the development of the Swiss National Consumer Price Index.

11.3 The fee covers all services required for the proper execution of the contract. The fee covers in particular installation, test and documentation costs, packaging, transport, travel and insurance costs, daily allowances as well as public dues such as taxes and duties.

11.4 The use of software is free of charge during the test period.

11.5 If the fee is due, the company shall validate this with an invoice. Due payments must be settled by the group of companies within 30 days following receipt of the invoice.

11.6 If the company guarantees discounts for their services and assigns several companies from the group of companies, prices of all services to companies of the group of companies will be added up together for the calculation of the discount.

11.7 If the company offers third parties better prices or conditions for comparable services in a comparable field prior to the expiry of the warranty period, the company shall notify the group of companies and shall reduce the agreed fee accordingly.

12. Confidentiality

12.1 The company is obliged to treat all information, documents and data disclosed to them during the provision of their contractual services with strict confidence. In particular the company must not provide access to third parties or use these for any other purpose (company secret). This duty to observe secrecy also relates to all confidential bank and stock market data and information.

12.2 The company is obliged to inform all employees who are assigned to the duties within the contract of the duty to observe business and bank secrecy and shall advise them that this is obligatory. The company is in particular obliged to instruct all employees to sign the confidentiality declaration of the group of companies (Form "Bank Secret/Company Secret"). This declaration constitutes an integral part of this agreement. The signed confidentiality declarations must be submitted to the group of companies.

12.3 The company is obliged to comply with the regulations of the Data Protection Act, in particular to treat any personal information disclosed to them during the provision of contractual services with strict confidence, to protect this information and to exclusively use it for the purpose for which it has been disclosed. The information must not be forwarded by the company, provided to third parties or forwarded in any other way.

12.4 If the company violates the duty to observe secrecy, they will incur a conventional fine payable to the group of companies in the amount of CHF 500,000.00.

12.5 The duty to observe secrecy will remain effective for three years subsequent to the expiry of the agreement.

13. Reference Data

Reference data are subject to prior written approval by the group of companies.

14. Company as self-employer

14.1 The company as a self-employer must independently settle accounts with the appropriate authorities (i.e.: tax authorities, AHV Compensation Funds, etc.) and if need be, must take out the required insurance (i.e.: accident and sickness daily allowance insurance) in their own name.

14.2 If the company has been classified as employed at a later date by the relevant authorities contrary to the agreement of the parties mentioned above, the group of companies are entitled to a reclaim, namely that the group of companies will in retrospect become subject to charge (i.e.: regarding withholding tax, AHV contributions, insurance premiums) as an employer due to this circumstance. The group of companies is entitled to charge these amounts in addition to any outstanding fees.

15. Safety Regulations

15.1 As far as the company has access to the premises of the group of companies and/or to the data and systems of the group of companies, the company is obliged to comply

with the safety regulations specified in the agreement and to compensate the group of companies for any damages if not observed.

15.2 The company is obliged to inform all employees who are assigned to the duties within the contract of the duty to comply with the specified safety regulations and shall advise them that this is obligatory.

16. Non-Solicitation Agreement

16.1 The company is obliged to refrain from poaching employees involved with the provisioning of the service either for themselves or for third parties.

16.2 If the company violates this non-solicitation agreement, they will incur a conventional fine payable to the group of companies equal to the amount of one annual salary payment of the employee who has been poached, however no less than CHF 100,000.00. Rights for additional claim for damages are retained.

17. Source-Code

If the company can no longer conduct the repair and maintenance of the software required for the execution of the contract, in particularly due to levy of execution, threatening bankruptcy, composition proceedings or for any other reasons or they are unable to offer a financially comparable alternative, the group of companies is entitled to access the source-code. In order to ensure the non-disclosure obligation of this software, the group of companies can request at any time, that the source-code is stored with a trustworthy company at the cost of the company or stored and protected on a system nominated by the group of companies by means of technical measures and kept up to date.

18. Default

18.1 The contractual partners will definitely default in the event of non-compliance with the deadlines specified in the contract document. In all other cases they will be formally in default following a reminder notice stipulating an adequate extension of time.

18.2 If the company defaults, they owe payment if they can not prove that they are not in default.

In terms of non-compliance with the reaction and intervention times as well as the deadlines for rectification of breakdowns, the payment for each delayed hour started amounts to CHF 1,000.00, however in total per agreement a maximum of 10% of the one-off fee or one annual fee.

For all other dates that are in default, payment per each delayed day amounts to 0.2% of the one-off fee or 2% of the annual fee, however a total per contract of maximum 10% of the one-off fee or one annual fee. This payment is also due if services have been accepted without any reservation.

The payments do not release the company from other contractual obligations, however they will be added to the payable compensation.

19. Liability

19.1 The contractual parties are liable towards each other for any damages caused by either party that can be verified.

19.2 The contractual parties are not liable towards each other for indirect or consequential damages such as lost profit, non-realized savings or claims by third parties.

20. Closing of an Insurance Contract

20.1 The company is obliged to close a public liability insurance for any damages caused by them or their employees for an amount adequate for the work.

20.2 The company shall guarantee access to the insurance policy, if requested by the group of companies.

21. Transfer of Agreement

21.1 The agreement can only be transferred to third parties by the company with written approval by the group of companies.

21.2 The group of companies is entitled to transfer the agreement to other companies of the SIX Group without approval of the company as well as conducting activities that are financially comparable such as the transfer of the agreement to shareholders, shareholder groups or their affiliated companies.

22. Term of Contract

22.1. Unless the contract document specifies otherwise, the company shall transfer an indefinite user right of the software.

22.2 The group of companies can terminate a license agreement with temporary user rights and recurring fees at any time with a 30 days notice without compensation. The group of companies can separately terminate maintenance services at any time. The company at the earliest after 6 years. The cancellation period is 3 months.

22.3 A license agreement with temporary user right can be terminated without notice at any time in the event of a severe breach of contract by the other contractual party. Claims for damages as well as claims lodged by the group of companies for the continuous use of the software are retained.

22.4 In all cases the fee is calculated pro rata temporis.

22.5 The group of companies is required to destroy the original and any copies of the standard software within 30 days after expiry of the license agreement with temporary user rights. This must be confirmed in writing on request. The group of companies can keep a copy of the software in special justified cases for archive purposes.

23. Applicable Law and Jurisdiction

The agreement is subject to Swiss Law. The jurisdiction for disputes of the contract is Zurich.