

1. Scope

1.1 These Standard Terms and Conditions for Maintenance and Support Contract (hereafter called the "STC Maintenance and Support"), form an integral part of the Maintenance and Support Contract ("Contract") concerning maintenance of hardware and support of software ("Service" or "Services").

1.2 The SIX Code for Suppliers (https://www.six-group.com/dam/about/downloads/responsibility/supplier_code_en.pdf) forms an integral part of these STC Maintenance and Support. Supplier acknowledges that it has accepted the said Code and agrees to abide by it.

2. Maintenance

2.1 Hardware Services shall include maintenance (esp. preventive maintenance for purposes of perpetuation of functionality) and corrective maintenance involving either the repair or replacement of any defective component (eliminating of malfunctions and errors to restore functionality). Any component that is replaced shall become property of SIX upon delivery.

2.2 Software Service shall include the elimination of any malfunction and the correction of any error. The Contract price shall include the provision of any new functionalities and the licenses therefor.

2.3 On request of SIX and subject to an additional charge, the following shall apply:

a) The Service shall also include all software customization that is needed to make the software compatible with any changes in SIX's operating, database and/or data carrier systems.

b) Supplier shall also eliminate malfunctions arising from circumstances that are attributable to SIX or any third party.

2.4 Insofar as Supplier agreed to maintain the hardware and/or support the software, Supplier agrees to perform these Services throughout the entire period during which SIX intend to use these Services. Said period shall amount at least six years.

2.5 Supplier shall provide SIX with information regarding technical optimizations and improvements in the software that are relevant to maintenance processes and outcomes on a regular basis. Supplier shall in particular draw SIX's attention to the consequences of optimized software for the hardware affected. Any implementation of technical optimizations or delivery/installation of any updated/ upgraded software done by Supplier shall be subject to SIX's prior approval.

3. Realization

3.1 Supplier shall report to SIX in good time any fact or circumstance that could substantially streamline, reduce the cost of, complicate or preclude any Intervention.

3.2 SIX shall grant Supplier access to SIX's premises insofar as such access is required for intervention purposes. SIX shall also supply, in accordance with Supplier's specifications, the requisite power outlets and network connections, as well as storage space for any work materials that may be needed.

3.3 SIX shall provide Supplier with any necessary System documentation of any kind whatsoever.

4. Deployment of personnel responsible for execution

4.1 The personnel used by Supplier for Service shall possess the required skills and qualifications.

4.2 Each party shall provide the other party with the names and positions/roles of essential supervisory and/or managerial personnel, who shall be deployed as stipulated in the Contract (maintenance schedule). Any replacement of such personnel shall be subject to prior written authorization of SIX.

4.3 Supplier shall only deploy staff with the authorizations required. Insofar as personnel of Supplier have access to the IT-Systems of SIX, Supplier shall be obliged to procure criminal records which are no older than 3 months.

5. Engagement of third parties

5.1 Any engagement of third parties (sub-contractors) shall be subject to prior approval by SIX and shall be without prejudice to Supplier's obligation to assume full responsibility for supplying SIX with the Service in a contractually compliant manner.

5.2 SIX shall be entitled to obligate Supplier to engage third parties for contractual Services. In such a case, SIX shall be liable for the consequences of any faulty performance by any such third party, insofar as Supplier proves that said third party acted properly and complied with the relevant instructions and requirements.

5.3 Insofar as the agreed maintenance and support services include data processing on behalf of SIX, as of May 2018 Supplier shall prove beforehand that the subcontractor has implemented the required technical and organizational measures and has the necessary know-how in order to be able to fully adhere to the EU General Data Protection Regulation (EU-GDPR). In addition, Supplier shall contractually oblige the subcontractor and any involved employees of the subcontractor to strict confidentiality as well as to fulfil any other obligations arising from the EU-GDPR or any other applicable data protection legislation.

6. Change requests

6.1 SIX shall be entitled to submit written Change Requests concerning the Service at any time. Within ten days following receipt of any such Change Request, Supplier shall submit to SIX a written notification indicating whether the requested change is realizable; and any effect such change may have on any future Service, as well as the price and delivery dates thereof. Within ten days following receipt of said notification, SIX shall determine whether or not the Change in question will be implemented. Unless otherwise agreed, Supplier shall continue carrying out its Service according to plan during the period in which any Change Request is being evaluated.

6.2 Supplier shall be prohibited from rejecting any Change Request insofar as the change in question is practicable and does not alter the overall nature or characteristics of the Services.

6.3 Any Change Request of the Supplier shall indicate in writing the reasons for said change.

6.4 Any change in any Services, price, delivery date, or contractual provision shall be subject to realization of an amendment to the Contract. Any change in the price of the Services shall be calculated on the basis of the original price.

7. Documentation

Supplier shall regularly document and update all relevant and necessary hardware and software related matters. Supplier shall also submit the entirety of such market-compliant documentation to SIX, either on paper or in a write-enabled electronic format, at SIX's discretion.

8. Import requirements / Export restrictions

Supplier guarantees compliance with any export restrictions and import regulations from the place of origin to the place of delivery according to the Contract. Supplier informs SIX in writing about any export restrictions of the country of origin.

9. Availability, response, intervention and malfunction elimination times

9.1 Supplier shall be available to provide its Services during the times agreed in the Contract. Supplier shall maintain continuous availability of sufficient amounts of defect-free spare parts, tools, and measuring devices.

Supplier shall provide Services, if possible, outside of the defined maintenance times, insofar as requested by SIX and at an additional charge. Within the framework of these General Conditions, and without prejudice to the provisions stipulated in the Contract, the following definitions shall apply:

9.2 **Response time:** The maximum amount of time that elapses between receipt of SIX's initial report of a problem and the initial response of a Supplier's system specialist via phone, email or fax.

9.3 **Intervention time:** The maximum amount of time that elapses before a Supplier's system specialist undertakes an initial intervention with a view to correcting a specific problem that has been reported.

9.4 **Malfunction correction time:** The maximum amount of time that elapses until a reported problem has been eliminated and the system is fully operational as provided in the Contract.

10. Default

10.1 Insofar as Supplier fails to meet any contractual availability time, response time, intervention time, malfunction correction time or delivery deadline, Supplier shall automatically be deemed to have defaulted on Supplier's contractual obligations ("Default").

10.2 Insofar as Supplier defaults, Supplier shall pay SIX a contractual penalty equal to 0.2 percent of the remuneration under the Contract due per day of default, with a maximum of 10 percent of said amount, without SIX waiving its right to seek full compensation for the damage caused.

10.3 The payment of such a penalty does not release the Supplier from other contractual obligations.

10.4 If Supplier, despite an initial grace period pursuant to clause 10.1 of these General Conditions, is still in default, SIX shall grant Supplier another reasonable grace period. Insofar as Supplier is still in default after the second grace period, Supplier shall pay SIX a contractual penalty amounting to EUR 2,500 for each day of the additional grace period as well as for any further days of default and SIX shall be entitled to terminate the Contract in whole or in part.

11. Reports

Immediately following the completion of any Services, Supplier shall provide a report which shall be reviewed and signed by both parties. The Report shall indicate the exact time at which an intervention of the hardware or software began, the hardware or software element that was serviced, any component or other element that was replaced, the corrective measures that were taken, and the amount of time needed for the intervention. The report shall also indicate the date and time of any error messages, the time at which system functionality was restored, the cause of the malfunction, and a description of any documentation and/or source code updating necessitated by the Intervention.

12. Warranty

Supplier shall warrant that Supplier shall provide its services competently, professionally, successfully, and with due care and diligence.

13. Intellectual property rights

13.1 Any intellectual property rights (intangible property and

related rights; "Rights") produced by Supplier pertaining to the Services (esp. to the source code and documentation), belong to SIX immediately upon formation of said rights.

13.2 Any pre-existing Rights shall remain in force. Supplier shall inform SIX about pre-existing Rights.

13.3 Payment by SIX shall constitute compensation for said Rights.

13.4 Both parties retain the right to use and dispose of ideas, processes and methods that are not legally protected as well as jointly developed know-how.

14. Breach of intellectual property rights

14.1 Supplier warrants that performance of the Service does not infringe the Rights of any third parties.

14.2 Supplier shall, at its own expenses, risk and without delay, defend against claims by third parties concerning breach of Rights. Should a third party initiate proceedings against Supplier, Supplier shall without delay inform SIX in writing. If the third party asserts claims directly against SIX, SIX shall notify Supplier promptly in writing and Supplier shall, upon first request of SIX and to the extent possible under the relevant code of procedure, participate in the lawsuit. If possible, SIX shall give Supplier sole control over the defense thereof, and of any process related to reaching an out of court settlement of such claim. Supplier shall assume any costs (including compensation for damages) incurred by SIX in connection with any such claim. Clause 21.1 shall not apply. To the extent that SIX is responsible for the breach of the Rights, claims against Supplier shall be excluded.

15. Source Code

Insofar as Supplier is unable to provide any Service for any reason whatsoever, SIX shall be entitled to provision the Service proprietarily or have the Service provisioned by a third party. In any such case, SIX shall be entitled to access the relevant source code. In the interest of ensuring that the relevant source code issuance obligations are fulfilled, SIX shall be entitled to require at any time during the term of the Contract that the source code be safeguarded either by being deposited with a trustworthy Company, or via realization of the relevant technical measures on a SIX's system of SIX's choosing; and that the source code be kept updated. The cost and expense of all such measures shall be assumed by Supplier.

16. Security Regulations

16.1 Insofar as Supplier accesses the premises of SIX and/or any SIX data and information systems, Supplier shall comply with any access or security regulations.

16.2 Supplier shall advise all personnel and third parties involved in performing the Contract to abide by the access and security regulations and shall formally obligate said personnel to abide by this covenant. In particular, all personnel of Supplier who spend time in the premises of SIX and who handle business information and data as well as computer equipment and documentation for SIX shall sign the form "Rules of behavior for external personnel" (form to be found on: http://www.six-group.com/dam/about/downloads/terms-conditions/rules_external_personnel_en.pdf). Supplier shall keep the signed forms on file and hand over to SIX on first request.

16.3 Insofar as Supplier accesses the information systems of SIX, SIX shall have the right to monitor, record and evaluate Supplier's activities in the information systems.

17. Compensation and terms of payment

17.1 Supplier shall provide its Services based on fixed standard prices or on a cost per service basis ("Prices").

17.2 SIX assumes 8 working hours per working day. However, SIX expects a commitment to work that is in line with professional

business standards and if required to work more than 8 working hours per day. Additional working hours may not be charged. If Supplier works less than 8 hours per day, only the actual working hours are to be charged. Travel time is not considered as working hours.

17.3 The Prices shall include all elements that are needed for the Intervention concerned, and in particular the following: spare part installation, testing and documentation costs; optimization and customization costs; remote software support; packaging, shipping, transport, travel and insurance costs; out of pocket expenses; any government charge such as customs charges and taxes.

17.4 Any statements in timesheets deviating from rules agreed upon in the contract or these STC shall only be valid if they have been approved by the SIX procurement in writing.

17.5 The remuneration for available services shall be agreed upon separately.

17.6 Supplier shall be entitled to raise its prices, subject to three months notice prior to the beginning of the subsequent calendar year but limited to the increase of the Swiss Consumer Price Index for the current calendar year.

17.7 SIX shall make payment of any amount owed within thirty (30) days following receipt of the invoice.

18. Term

18.1 In the event that the Contract is concluded for an indefinite period, it may be terminated by Supplier subject to twelve (12) months' notice and by SIX subject to one month's notice, given as from the end of any calendar month. SIX has the right to terminate the Contract in whole or in part.

18.2 The Contract may be terminated with immediate effect in the event of any material breach of the Contract by either party. In such a case, the remuneration for any Services that have been provided shall be pro rata temporis, subject to the right of either party to bring a claim for damages.

18.3 On termination or expiration of the Contract, Supplier undertakes to promptly return to SIX all paper and electronic documentation and data in relation to the Contract. Supplier shall do so at no charge and shall not retain a copy of such documentation and/or data. Supplier furthermore undertakes to return all technical equipment received.

19. Nondisclosure

19.1 Supplier shall keep confidential all information, documentation and data that are acquired by Supplier in connection with the process of provisioning the contractual Services ("business secrets"), and shall in particular be prohibited from making Confidential Information available or accessible to any third party or otherwise disclosing Confidential Information. The foregoing shall also apply to any information that falls within the scope of banking secrets.

19.2 Supplier shall advise all personnel involved in performing the Contract of said personnel's obligation to keep business, banking- and exchange secrets confidential, and shall formally obligate said personnel to abide by this covenant. Supplier shall in particular obligate all such personnel to sign the non-disclosure declaration http://www.six-group.com/dam/about/downloads/terms-conditions/confidentiality_statement_en.pdf, which shall form an integral part of the Contract. All such signed documents shall be kept on file by Supplier and be submitted to SIX on first request.

19.3 A contractual penalty amounting to the contract value, but not less than EUR 20,000, shall be imposed on Supplier for any breach of clause 19.

19.4 The confidentiality obligations predates conclusion of the Contract and persists after termination of the contractual relationship.

19.5 This non-disclosure obligations shall prevail pre-existing obligations of non-disclosure.

20. Data protection and data security

20.1 In the event that Supplier processes personal data, Supplier, in its capacity as sub-contractor as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, shall process such data only on the instructions of the data controller concerned, and shall take all useful precautions to safeguard such data and, in particular, to prevent it from being corrupted, damaged or communicated to unauthorized persons.

20.2 To this end, Supplier shall, in particular, respect and ensure that its personnel respect the following obligations:

- a) not to use the documents or information processed for any purpose other than those specified in the Contract,
- b) not to disclose such documents or information to third parties,
- c) to take all useful precautions in order to avoid misuse or fraudulent use of computer files in the course of Contract execution,
- d) to take all reasonable safeguards to ensure the implementation of security measures, in particular in terms of material, to ensure the storage and integrity of documents and information processed during the term of the Contract.

20.3 No data of a personal nature may be processed by the Contractor outside the European Union without the prior, written agreement of the data controller concerned and the implementation, in particular from a contractual point of view, of adequate safeguards to protect such data.

21. Liability

21.1 The contracting parties are liable to each other for any damage, loss or injury caused to the other party by breach of contract unless they are able to prove that no fault can be attributed to them. In case of ordinary negligence the liability shall be capped at the double amount of the contract value.

21.2 The Parties and/or its engaged third parties shall under no circumstances be liable for any damage, loss or injury caused by any force majeure (e.g. war, civil unrest, terrorist attacks, flooding, strikes, forces of nature). If Supplier is prevented from performing the Contract for more than thirty (30) days, SIX shall have the right to withdraw from the Contract.

21.3 The rules in this section shall be subject to clause 14.2.

22. Contractor's status as an independent contractor

22.1 In its capacity as an independent contractor, Supplier shall assume sole responsibility for payment of all taxes, social security charges, and the like that are payable by Supplier. Supplier shall also obtain any insurance coverage desired by Supplier in its own name.

23. Liability insurance

23.1 Supplier shall obtain liability insurance that covers any damages that may be attributable to Supplier or the personnel thereof, whereby the amount of the coverage obtained shall be concomitant with the value of the Services.

23.2 At the behest of SIX, Supplier shall allow SIX to examine Supplier's liability insurance policy.

24. Assignment

24.1 Any assignment of the Contract by both parties to a third party shall require prior written authorization from the other party.

24.2 Notwithstanding the foregoing, SIX shall be entitled to assign the Contract to any other SIX of SIX.

25. Written form

Changes and amendments to the Contract as well as termination of the Contract shall be required to be in writing.

26. Severability clause

Should any provision of the Contract be or become void, ineffective or unenforceable in full or in part, the validity and enforceability of all of the remaining provisions shall not be affected. The void, ineffective or unenforceable provision shall be regarded as replaced by the effective and enforceable provision that corresponds as closely as possible to the economic objective of the void, ineffective and unenforceable provision. The same shall apply to any gaps in the Contract.

27. Use of SIX as a reference

Any use of SIX as a reference shall be subject to SIX's prior written authorization.

28. Right to audit

28.1 SIX, its external audit company and its supervisory authorities shall have a comprehensive and unrestricted right to conduct examinations and inspections at all times.

28.2 Supplier is obliged to assist SIX and its external audit company and supervisory authorities in such examinations with the means at its disposal and to issue all relevant documents upon first request.

28.3 If Supplier uses related companies or other companies to fulfill its contractual obligations, Supplier shall make this clause 21 contractually binding on these companies, so that SIX, its external audit company and its supervisory authorities can claim this right of examination directly in respect of these companies.

28.4 The costs of such an examination shall be borne by SIX. However, if the examination finds that Supplier is in breach of contractual provisions, Supplier shall bear the costs of the examination in full.

28.5 SIX shall also have the right to inspect Supplier's own audit reports.

29. Applicable law; place of jurisdiction

29.1 This Agreement is subject to Belgium law, to the exclusion of all other laws. The Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980) is expressly excluded by the parties.

29.2 In the case of any disputes arising out of or in connection with the interpretation, conclusion, execution or termination of the present Contract, the exclusive place of jurisdiction shall be the French-speaking Courts and Tribunals of Brussels.