Coresystems FSM Cloud (SaaS) Agreement

This Agreement for Coresystems Field Service Management Cloud (SaaS) (this "Agreement") is between Coresystems FSM AG, Dorfstrasse 69, 5210 Windisch, Switzerland ("Coresystems") and the entity identified in the Purchase Order ("Client" or "Party"), collectively the "Parties".

Article 1 – Purpose

The purpose of this Agreement is to define the terms and conditions that apply to the Software as a Service (SaaS) licensing and related services governing orders placed under the terms of this Agreement. Exhibits A and B referenced herein constitute an integral part of this Agreement.

Article 2 – Agreement Definitions

"Software as a Service" consists of system administration, system management and system monitoring activities that Coresystems performs for Coresystems programs, and includes the right to use the Coresystems programs, support services for such Coresystems programs, as well as any other services provided by Coresystems, as defined in the Purchase Order (collectively, the "Service(s)").

"Program Documentation" refers to the program user manual as well as any other materials provided by Coresystems as part of the services.

"Coresystems Programs" refers to the software products owned or distributed by Coresystems to which Coresystems grants Client access as part of the Services, including Program Documentation, and any program updates provided as part of the Services. However, the term "Coresystems Programs" does not include separately Licensed Third-Party Technology.

"Users" or "Client user" shall mean those individuals authorized by Client or on Client's behalf to use the Services, as defined in the Purchase Order.

"Client Data" refers to the data entered or stored by Client or Client user in the production system.

"Purchase Order" refers to the Purchase order signed by the Parties that accompanies and incorporates this software as a service Agreement, including any other document referenced or incorporated into the Purchase Order.

Article 3 – Contractual documents

The contract agreement of the Parties is made of this Agreement, and the Purchase Order. In the event of conflict between these documents, this Agreement shall prevail upon any other Services Agreement or Purchase Order.

Article 4 – Rights Granted

Upon Coresystems acceptance of Client's order and for the duration of the Services term defined in the Purchase Order, Client has the non-exclusive, non-assignable, non-sublicensable, worldwide limited right to use the SaaS Services solely for Client´s business operations and subject to the terms of the Agreement. Client may allow Client users to use the Services for this purpose and Client is responsible for Client users' compliance with the Agreement. The Client is responsible for the acts and omissions of its Client users as for its own acts and omissions. The Services are provided as described in, and subject to, the services policies referenced in the Purchase Order.

Client acknowledges that Coresystems has no delivery obligation and will not ship copies of the Coresystems programs to Client as part of the Services. Client agrees that Client does not acquire under the Agreement any license to use the Coresystems programs specified in the Purchase Order in excess of the scope and/or duration of the services. Upon the end of the Agreement or the Services thereunder, Client's right to access or use the Coresystems Programs specified in the Purchase Order and the Services shall terminate.

The SaaS Services may be accessed and used only by the number of users specified in the Purchase Order(s), for the fees corresponding to that number of users. Any third-party component embedded, included or provided by Coresystems for use with the Coresystems service may only be used in conjunction with the Coresystems Service, and such use is subject to this Agreement. The Coresystems SaaS terms are set forth in Exhibit A: Coresystems FSM pricing.

For each user, Client will provide a user name (User ID) and password, which enables the number of Client's users to access the SaaS system and use Services.

Following expiration of the Initial Term ("Initial Subscription Term"), the Term of Service will automatically renew for successive periods of one (1) year ("Renewal Term"). Ordinary (partial) termination of the Purchase Order is excluded during the Initial Subscription Term and during a Renewal Term respectively. Both Parties may terminate a Purchase Order by written notice at least sixty (60) days prior to the expiration of the then current Initial Subscription Term or Renewal Term. Extraordinary termination rights and the right to termination for just cause remain unaffected. Notice of termination must be given in written form.

Article 5 – Ownership and Restrictions

As between Coresystems and Client, Client retains all ownership and intellectual property rights in and to Client data. As between Coresystems and Client, all ownership and intellectual property rights to the Services and Coresystems programs are reserved to Coresystems. Furthermore, all ownership and intellectual property rights to anything developed and delivered under the Agreement are reserved to Coresystems.

Third party technology that may be appropriate or necessary for use with some Coresystems programs is specified in the program documentation or Purchase Order as applicable. Client's right to use such third-party technology is governed by the terms of the third-party technology license Agreement specified by Coresystems and not under the Agreement.

Client may not:

» Remove or modify any program markings or any notice of Coresystems or its licensors' proprietary rights;

» Make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services Client have acquired);

» Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Coresystems;

» Disclose results of any Services or program benchmark tests without Coresystems prior written consent; and

» license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Coresystems programs or materials available, to any third party other than, as expressly permitted under the terms of the Agreement.

» The rights granted to Client under the Agreement are also conditioned on the following:

» The rights of any user licensed to use the Services (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license);

» except as expressly provided herein, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and Client agrees to make every reasonable effort to prevent unauthorized third parties from accessing the services.

Article 6 – Warranties, Disclaimers and Exclusive Remedies

Coresystems warrants that the Services will perform in all material respects in accordance with the Services policies referenced in the Purchase Order and that the Services, where used by Client as contractually agreed, does not infringe any third party right. If the Services provided to Client for any given month during the Services term were not performed as warranted, Client must provide written notice with a detailed description of the reason to Coresystems as specified in the Purchase Order no later than five business days after the last day of that particular month or within such other period stated in the Purchase Order.

Coresystems shall remedy defects in the Services by providing Client with either new Services, that are free of defects or, at its election, by eliminating the defects. One of the ways Coresystems may eliminate a defect is to indicate to Client a reasonable way to avoid the effect of the defect. In the event of defects in title, Coresystems shall elect to (i) procure for Client the right to use the Services in accordance with the contract, or (ii) replace the Services or change it such that the accusation of breach no longer stands, whereby Client's contractual use is not unreasonably impacted, or (iii) terminate the Purchase Order to this extent and reimburse the Client's remuneration paid in advance for the term remaining after the date of termination, and to pay damages subject to the limitations of Section 8.

If Coresystems has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by Client, and the suitability of the Services for use in accordance with the contract is consequently reduced to a significant degree, Client has the right of termination, which must be communicated in writing. If the suitability of the Services for use in accordance with the contract is reduced to a more than just insignificant (but not significant) degree, Client is (as the exclusive remedy) entitled to reduce the remuneration by an appropriate amount. Section 8 applies for damage compensation due to defects.

Coresystems does not guarantee that the Services will be performed error-free or uninterrupted, or that Coresystems will correct all Services errors. Client acknowledges that Coresystems does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Coresystems is not responsible for any delays, delivery failures, or other damage resulting from such problems.

To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or guarantees, or conditions including for hardware, systems, networks or environments or for merchantability satisfactory quality and fitness for a particular purpose.

If Coresystems is otherwise in breach in an area other than liability for defects as to quality and defects in title, Client must give notice of this failure or breach to Coresystems in writing and set an additional time period of a reasonable length, during which Coresystems has the opportunity to properly perform its duty or otherwise remedy the situation. Section 8 applies with regard to compensation for damages.

Article 7 – Third Party Claims

7.1 If a third-party claims that Client's use of the Services in accordance with the terms and conditions of the Agreement infringes its intellectual property rights, Client must fully inform Coresystems in writing without delay. If Client ceases to use the contractual Services to mitigate loss or for other just reason, Client must notify the third party that such cessation does not imply any recognition of the claimed infringement. Client shall conduct court proceedings with the third party only with Coresystems' agreement or shall authorize Coresystems to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against Coresystems that are due to acts by Client, the Client users, or third-party provider access.

Article 8 – Limitation of liability

Coresystems shall be liable for proven intent and gross negligence as well as for personal injury or in case of liability under the Product Liability Act. In case of slight negligence, Coresystems liability shall be limited to CHF 100.000,00 per incident, and to a total per contract year of the fee that was paid according to the Purchase Order in the contract year for the Service concerned, but at least CHF 300.000,00. To the extent permitted by law, Coresystems excludes liability for indirect and consequential loss such as loss of profit, unachieved savings, interruptions to business or third-party claims. Contributory fault may be claimed.

Article 9 – Support and Maintenance Services

Support and Maintenance services are integral part of the Service Level Agreement ("SLA") provided under a separate contract and are referenced in Article 21 of this Agreement.

Article 10 – End of Agreement

Services provided under this Software as a Service Agreement shall be provided for the period defined in the Purchase Order unless earlier terminated in accordance with the Agreement. The term of the Services and any renewal years are collectively defined as the "Services term." At the end of the services term, all rights to access or use the services, including the Coresystems programs listed in the Purchase Order, shall end.

Unless otherwise agreed, the term of the services is 36 (thirty-six) months from the conclusion of the date of the Purchase Order.

If either of the Parties breaches a material term of the Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable Purchase Order under which the breach occurred. The non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. Client agrees that if Client is in default under the Agreement, Client may not use the services ordered. In the event of a justified termination of Client, Client shall be entitled to a pro-rata refund of prepaid fees for the period of time of termination to the end of the original term. If Coresystems terminates the Purchase Order rightfully, Client must pay within 30 days all amounts which have accrued prior to the termination as well as all sums remaining unpaid for the services ordered under the Agreement plus related taxes and expenses.

Coresystems may immediately suspend Client password(s), account(s), and access to or use of the services (i) if Client fails to pay Coresystems as required under the Agreement and do not cure within the first ten days of the 30-day cure period, or (ii) if Client violates any provision within articles 4, 5 or 18 of this Software as a Service Agreement or an essential contract term. Coresystems may terminate the Services hereunder if any of the foregoing is not cured within 30 days after Coresystems initial notice thereof. Any suspension by Coresystems of the Services under this paragraph shall not excuse Client from Client obligation to make payment(s) under the Agreement.

At the end of the contract, (i) Clients access to the Services shall cease, (ii) Client's right to use the Services and all Coresystems Confidential Information will end and (iii) Confidential Information of the disclosing party will be returned or destroyed as required by the agreement.

Provisions that survive termination or expiration of the Agreement are those relating to limitation of liability, infringement indemnity, payment, and others that by their nature are intended to survive.

Article 11 – Fees and Taxes

Client agrees to pay for all Services ordered as set forth in the applicable Purchase Order. All fees due under the Agreement are non-cancelable and the sums paid nonrefundable. Client agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Coresystems must pay based on the services Client ordered. Client will reimburse Coresystems for pre-approved and reasonable expenses related to providing any on-site portion of the services. Fees for Services listed in a Purchase Order are exclusive of taxes and expenses. All Coresystems Program licensing subscriptions are invoiced upfront for a period of minimum twelve (12) months. All amounts invoiced hereunder are due and payable within 30 days end of month.

The recurring fee agreed in the Purchase Order applies for the Initial Subscription Term agreed therein. The fee applicable for a Renewal Term corresponds to the fees for the preceding Initial or Renewal Term, unless Coresystems increases the fees as follows:

Coresystems may at its discretion adjust the recurring fees with effect from the start of a Renewal Term by giving two months' written notice of the fee adjustment to Client:

- The change applied to the fees must not be greater than the change in the index under indent 2 below ("Discretionary Applicable Change"). For the first fee adjustment under the contract, the Discretionary Applicable Change is the change from the published index as it stood when the contract was concluded to the index as it had most recently been published when the fee adjustment notice was given. If the fee has already been adjusted in the past, the Discretionary Applicable Change is the change from the index that had been most recently published when the previous fee adjustment notice was given to the index that had most recently been published when the new fee adjustment notice is given.

- The index used to determine the Discretionary Applicable Change is the index of monthly nominal salaries of fulltime employees in Switzerland in the information technology services sector ("Schweizerischer Nominallohnindex des Bundesamtes für Statistik der Löhne für den Wirtschaftszweig "Erbringung von Dienstleistungen der Informationstechnologie" (NOGA Lohnindex Gruppe JC 62-63)"), currently published by the Swiss Federal Statistics Office (Bundesamt für Statistik, "BfS"). If that index is discontinued, the applicable index will be the index published by the BfS that most closely reflects changes in the average salaries in that sector.

- The fee change is deemed to be agreed by the Parties if the Services are renewed automatically for the renewal period unless Client, by giving written notice at least one month prior to the expiration date of the preceding contractual term,

terminates the Purchase Order with effect from the expiration of the relevant contractual term (extraordinary termination right). Coresystems will draw attention to this in the fee adjustment notice.

Article 12 – Nondisclosure

By virtue of the Agreement, the Parties may have access to information that is confidential to one another ("Confidential Information"). Parties agree to disclose only Confidential Information that is required for the performance of obligations under the Agreement. Confidential Information shall be limited to the terms and pricing under the Agreement, Client data residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Parties agree to hold each other's Confidential Information in confidence for a period of three years from the date of disclosure. Also, Parties each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the Agreement. Coresystems will protect the confidentiality of Client data residing in the Services environment in accordance with the Coresystems security practices specified in the services policies referenced in the Purchase Order. Nothing shall prevent either party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the confidential information to a governmental entity as required by law.

If the Parties entered into a Non-Disclosure Agreement prior to the signature of this Agreement, the Non-Disclosure Agreement will cover the disclosure of Information under this Agreement and will continue in full force and effect until the end of the performance of the Services under this Agreement.

Article 13 – Entire Agreement

Client agrees that the Agreement (including the information which is incorporated into the Agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete Agreement for the Services ordered by Client, and that the Agreement supersedes all prior or contemporaneous Agreements or representations, written or oral, regarding such services. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Agreement.

Article 14 – Trial Use of the Services

If specified in the Purchase Order, Client may order certain Services for trial, nonproduction purposes subject to the terms and conditions of the Agreement. Services acquired for trial purposes are provided "as is" and Coresystems does not offer any warranties for such services.

Article 15 – Other

1. Coresystems is an independent contractor and the Parties agree that no partnership, joint venture, or agency relationship exists between them. Each of the Parties will be responsible for paying its own employees, including employment related taxes and insurance.

2. Client shall obtain at Client's sole expense any rights and consents from third Parties necessary for Coresystems and its subcontractors to perform the Services under the Agreement.

3. Swiss law applies exclusively to all claims in contract, in tort, or otherwise, and the UN sales laws convention is excluded. The conflict-of-law rules shall not apply. **The sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be Zuerich-1, Switzerland.**

4. If Client has a dispute with Coresystems or if Client wishes to provide a notice under the Indemnification section of this Software as a Service Agreement, or if Client become subject to insolvency or other similar legal proceedings, Client will promptly send written notice to: Coresystems AG, Villa im Park, Dorfstrasse 69, 5210 Windisch, Switzerland; Attention: Chief Financial Officer.

5. Without Coresystems prior written consent, Client may not assign or transfer the Agreement and the Purchase Order respectively or any of its rights or obligations to a third party. Coresystems may assign the Agreement to other companies.

6. Coresystems may audit Client's use of the Services. Client agrees to cooperate with Coresystems audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Client's normal business operations. Client agrees to pay within 45 days of written notification any fees applicable to Client's use of the Services in excess of Client's rights. If Client does not pay, Coresystems can end Client Services and/or the Agreement. Client agrees that Coresystems shall not be responsible for any of Client's costs incurred in cooperating with the audit.

Article 16 – Force Majeure and Export Restrictions

Neither of Parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to pay for the services.

The Services and any related documentation are subject to the export control laws of various countries, in particularly the laws of the US, the Federal Republic of Germany and Switzerland. Client shall not hand over the Services and the documentation to governmental authorities for licensing considerations or other official approval without Coresystems prior written consent, and shall not export the Services and the

documentation to countries or to natural or legal persons for which export bans apply according to the relevant export laws. Furthermore, Client is responsible for complying with all applicable legal provisions of the country in which it is headquartered, and of other countries in respect of the use of the Services and documentation by Client and its Client users. Coresystems hereby gives express notice that, in accordance with the export control laws of various countries, in particular the laws of the US, the Federal Republic of Germany and Switzerland, and as a result of trade sanctions and embargos applicable to Coresystems, Coresystems may be obliged to restrict, temporarily withdraw, or terminate Client's access to the Services and the documentation, and other Coresystems materials.

Article 17 – Client Data

Coresystems may provide the services from locations, and/or through use of subcontractors worldwide, in line with Coresystems applicable Data Processing Agreement and applicable Addendums. Client agrees to provide any notices and obtain any consents related to Client's use of the Services and Coresystems provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Client data.

Article 18 – Restrictions on Use of the Services

Client agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, (f) circumvent or endanger the operation or security of the Service, or (g) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Coresystems under the Agreement, Coresystems reserves the right to remove or disable access (in particular user names and passwords) to any material that violates the foregoing restrictions. Coresystems shall have no liability to Client in the event that Coresystems takes such action. Client agrees to defend and indemnify Coresystems against any claim arising out of a violation of Client's obligations under this section.

Article 19 – Services Tools

Coresystems may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the Services and to help resolve Client Coresystems service requests. The tools will not collect, report or store any of Client data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the Service. Data collected by the tools (excluding production data) may also be used to assist in managing Coresystems product and service portfolio and for license management. Client agrees that (a) except as set forth in the following paragraph, Client may not access

or use the tools, and (b) Client will not use or restore the tools from any tape backup at any time following termination of the Agreement.

If Coresystems provides Client with access to or use of any tools in connection with the Services, Client's right to use such tools is governed by the license terms that Coresystems specifies for such tools; however, if Coresystems does not specify license terms for such tools, Client shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate Client's administration and monitoring of Client's services environment, subject to the terms of the Agreement. Any such tools are provided by Coresystems on an "as is" basis and Coresystems does not provide technical support or offer any warranties for such tools. Client's right to use such tools will terminate upon the earlier of Coresystems notice, the end of the Services term, or the date that the license to use such tools ends under the license terms specified for such tools.

Article 20 – Statistical Information

Coresystems may compile statistical information related to the performance of the Services, and may make such information publicly available, provided that such information does not incorporate Client data and/or identify Client Confidential Information or include Client's name. Coresystems retains all intellectual property rights in such information.

Article 21 – Service Level Agreement

The Service Level SaaS Agreement ("SLA") for the SaaS Services is set forth in Exhibit B hereto.

The yearly Cloud availability shall be at least 99%.

Coresystems carries out maintenance work on the Cloud solution and environment on a regular basis. This is planned for off-peak periods.

In the event of Coresystems breach of the Cloud availability, Client may claim a service credit ("Vertragsstrafe") of 2% of the monthly fee for the corresponding Service, but in no case more than the monthly fees, in the form of a contractual penalty. This service credit may only be applied to a future invoice from Coreystems and such service credit constitutes the sole remedy and Coreystems sole obligation for any breach. Contractual penalties paid shall be offset against any Clients claims for damages.

Article 22 – Third Party Web Sites and Content

The Services may enable Client to add links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third Parties. Coresystems is not responsible for any third-party Web sites or third-party content provided on or through the Services and Client bears all risks associated with the access and use of such Web sites and third-party content, products and services.

Article 23 – Customer Reference

Either party may include the other's name or logo in customer or vendor lists in accordance with the other's standard guidelines. In addition, Coresystems may refer to Client's intended use of the Coresystems Services in its corporate press releases, marketing materials and on its websites as well as in discussions with Coresystems customers, prospective customers, and industry and financial analysts.

Coresystems: Date:

…………………………….…   ………………………..…..

Name/Title: Signature:

…………………………….…   ……………………….………

Client: Date:

…………………………….…   ………………………..

Name/Title: Signature:

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Exhibit A

Coresystems FSM Pricing

Editions Description

Starter	Enterprise	Global
Out-of-the-box service solution. Manage your service calls and mobile workforce. Easily plan and schedule, deliver, and report your services. Record time and expenses and provide essential checklists for guidance.	Manage your services with one comprehensive solution. Integrate with your existing business processes and enterprise systems. Standardize your service workflow across divisions and countries. Drive sales and up-serving.	Manage your service process end-2-end. Provide advanced planning and smart scheduling. Drive productivity across your organization on a global level. Enable collaborative service teams. Integrate Engage your customers. equipment (IoT).
Includes Maintenance, Standard Support (8/5), Cloud Operations	Includes Maintenance, Standard Support (8/5), Cloud Operations	Includes Maintenance, Standard Support (8/5), Cloud Operations

Price List Item	Unit	Metric	Gross Price	Billing	Contract Length
Editions					
Field Service Starter	1	User / Month	EUR 35.00	Yearly	3 Years / 5 Years
Field Service Enterprise	1	User / Month	EUR 64.00	Yearly	3 Years / 5 Years
Field Service Global	1	User / Month	EUR 83.00	Yearly	3 Years / 5 Years
Integrations & API					
SAP B1 Cloud Connector	1	Account / Month	EUR 30.00	Yearly	3 Years / 5 Years
SAP ECC Cloud Connector	1	Account / Month	EUR 825.00	Yearly	3 Years / 5 Years
MS Dynamics Navision Cloud Connector	1	Account / Month	EUR 420.00	Yearly	3 Years / 5 Years
Quick Books Cloud Connector	1	Account / Month	EUR 220.00	Yearly	3 Years / 5 Years
proALPHA Cloud Connector	1	Account / Month	EUR 500.00	Yearly	3 Years / 5 Years
APIP Access Cloud	1	Account / Month	EUR 299.00	Yearly	3 Years / 5 Years
Crowd Service					
Subcontractor Transaction Fee	1	Transaction	to be advised	Yearly	3 Years / 5 Years
Coresystems NOW Self Service	1	Transaction	to be advised	Yearly	3 Years / 5 Years
Coresystems NOW Base Fee [1]	1	Account	EUR 4'600.00	Yearly	3 Years / 5 Years
SMS Service					
sms Notification [2]	1	per sent sms/min	EUR 0.01	once per year	n.a.

[1] Costs will cover set up (Portal / Features / Process) plus a minimum number of transactions: 250

[2] Pricing of sms will be according to the twillio-pricing + a surcharge of 30%. Click the link to see all pricing details:
sms-pricelist of twillio

Remarks - Mixing of different editions is not possible

- Corporate subscription licenses are named user licenses which can be used for multiple company codes

- API access license is required when a D32 party integration* is connecting to the cloud

 * 3rd party integration is any integration outside of the above standard connectors

General Note

- Subscription fees are due in advance on the order date

- Prices are subject to change without notice

- Every 3rd party integrations require the 'API cloud access' license

- All Field Service subscription licenses are named licenses per named user

- The same corporate subscription license can be used for multiple databases according to document **'Function Overview'**

- The Edition and Function overview describes all details of the different Editions and features available

- Product documentation can be found here:

  Download FSM Edition & Function Overview

  docs.corsystems.net

Further conditions

Volume discounts are eligible when volume orders are placed and a multi-year-contract is signed –
If not differently agreed the minimum contract duration is 3 years
Billing for subscriptions is yearly. Details and payment dates are defined in the contract terms.

Exhibit B

Service Level Agreement is an integral part of this agreement