

## General Terms and Conditions Coresystems FSM AG

### §1 Terminology

In the context of the contractual relationship, the following terms are used:

#### Affiliate:

Means any legal entity that is affiliated with another company through holding more than 50% of the capital and voting rights.

#### Confidential Information:

Means all information which Coresystems or Customer protects against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content. In any case, the following information is considered to be Confidential Information of Coresystems: the Coresystems Software, programs, tools, data and other material, that Coresystems provides to Customer before or on the basis of the Individual Contract.

#### Consultants:

Means Coresystems employees and subcontractors of Coresystems including self-employed persons deployed by Coresystems to perform its contractual duties or processing the Individual Contract.

#### Contract Works:

Means all the results of the Services made by Coresystems in the course of an Individual Contract.

#### Coresystems Software:

Means (i) any and all standard software products (as well as relevant documentation) all as developed by or for Coresystems or any of its affiliated companies; (ii) any new versions (especially without being limited to releases, updates, patches, corrections) thereof made available pursuant to the Software Agreement; and (iii) any complete or partial copies of any of the foregoing.

#### Fixed price:

The fixed price is a fixed payment amount for the project, in accordance with the Service description of the Individual Contract. Additional costs for Services outside the Service description may be charged separately.

#### Individual Contract:

Means the agreements on the provision of Services. A countersigned offer from Coresystems also qualified as an individual contract.

#### Regular working hours:

Weekdays, except statutory public holidays in Switzerland and December 24 and 31 from 08:00 a.m. - 06:00 p.m. (CET).

#### Service description:

In the Service description, the scope of Services to be offered by Coresystems in accordance with the proposal (offer), is amended, changed or specified.

#### Services:

Means those Coresystems service(s) as agreed in an Individual Contract and/or thereto attached proposal (offer) and/or to the Service description.

#### Software Agreement:

Means the agreements on the provision of Coresystems FSM Cloud (SaaS) between Coresystems (or an affiliate or of Coresystems or an authorized partner of Coresystems) and Customer that grant Customer the right to use Coresystems Software or Coresystems Cloud Services.

#### Target price:

The target price is an estimate of the cost of the project, based on the Service description. A 15 percent deviation is, in any case, considered as in accordance with the contract. Nevertheless, unforeseeable circumstances for which Coresystems is not responsible may lead to deviations of more than 15 percent.

#### Unit prices:

Prices defined per unit, for example per hour or per kilometer travelled; excluding VAT.

### §2 Applicability of the Terms and Conditions

These terms and conditions shall apply to the current contractual relationship according to the Individual Contract, as well as to all future business relationships, unless separate contracts with different terms and conditions be agreed for future orders. However, these GTC do not apply to the provision of Coresystems FSM Cloud (SaaS), to which the provisions of the Software Agreement apply conclusively. Conditions that are in conflict with or are supplemental to these present GTC or other conditions, especially Customer's general terms and conditions, form no part of the Individual Contract, even where Coresystems has performed an Individual Contract without expressly rejecting such conditions. If, for reasons related to Customer's technical arrangements or otherwise, Customer's conditions of purchase or other standard terms are included by insertion, reference, enclosure, attachment or otherwise in Customer's acceptance of Coresystems' offer (for example, in Customer's purchase order), Customer cannot rely on those conditions or terms and they are not incorporated in and do not form any part of the Individual Contract, and failure to expressly exclude them does not imply their acceptance.

### §3 Subject of the Contract and Provision of Services

a) Coresystems renders services according to the Individual Contract. Proposal (offer) and the Service description form an integral part of the Individual Contract if the latter refers to these documents.

b) Where necessary to fulfill their tasks, Coresystems may consult third-parties and shall inform the Customer accordingly. Coresystems will decide which Consultant to deploy. Unless otherwise agreed, Coresystems shall be obligated to render services only during regular working hours.

c) Customer must describe the requirements for the Services. On the basis of that description, Coresystems and Customer must plan the provision of Services together. Coresystems can, if necessary, submit a written concept for that purpose. Further details will be set out or referenced in the Individual Contract.

d) The Services can be provided at Coresystems' discretion either in the business offices of Coresystems, at the Customer's place of business or remote. Even where Services are provided at Customer's facility, Coresystems has sole managerial authority over its Consultants. The Consultants do not become integrated into Customer's workforce. Customer can issue

instructions only to Coresystems' project coordinator, and not directly to individual Coresystems Consultants.

e) Customer bears the risk of ordered Services meeting Customer's wishes and needs. If in doubt, Customer should obtain advice from employees of Coresystems or third-party experts in good time. Customer has to examine, if Customer is required to license further or other licenses, resulting from the completion of the project based on the Individual Contract. Coresystems expressly informs Customer that Coresystems did not examine the requirement of further or other licenses and that this is not within the scope of the Coresystems.

f) Coresystems may document any discussions detailing or amending contractual provisions, especially the subject matter of the Individual Contract. Customer must check the discussion documentation as soon as possible and inform Coresystems of any necessary amendments or additions.

g) All works and goods provided by Coresystems to Customer before the conclusion of an Individual Contract (for example, proposals, test programs, designs) are property of Coresystems (see §12). They must not be copied or made accessible to third parties. If no Individual Contract is concluded, they must be returned or deleted and must not be used. In all other respects the provisions of these present General Terms and Conditions, especially the exclusions and limitations of liability in §15, apply to all contractual and precontractual obligations. If, with Customer's agreement, Contract, the provisions and business terms of the Individual Contract are deemed also applicable to those Services.

### §4 Price

a) Price type and price level are defined in accordance with the Individual Contract, and Fixed Price or a price on a time and material basis. Deliveries are to be invoiced at effective cost, unless otherwise agreed. Any resource-related invoice must include a list of the activities to which it refers. The listed details are deemed accepted unless Customer rejects them in writing within two weeks.

b) Travel and subsistence expenses as well as accommodation expenses are charged at flat rates. Airplane and rail travel are charged effectively. Prices and unit prices are excluding VAT.

c) If an overrun of a target price is foreseeable, Coresystems shall inform the Customer in writing.

d) Should the price be exceeded by more than 15 percent due to causes not previously foreseen by Coresystems and outside their responsibility, the relevant additional cost have to be paid by the Customer from the moment the Customer was informed about the overrun in writing. In case of overruns below 15 percent, there shall be no additional communication with the Customer.

e) Coresystems is entitled to require full or part payment in advance if there is no prior business relationship with Customer, if delivery is to be made outside Switzerland or Liechtenstein, if Customer's registered office is outside Switzerland or Liechtenstein, or if there are any grounds to doubt that Customer will render payment punctually.

f) Customer is entitled to offset only claims that are uncontested or ordered by a court of law and to withhold payment or retain possession only to secure claims that are uncontested or ordered by a court of law. Customer cannot assign its claims to a third party.

### §5 Time Limits (Deadlines)

a) Services are rendered in accordance with the Individual Contract. A project plan will, as a rule, be created for larger orders. Time limits (deadlines) in the project plan or in other documents are approximate, non-binding indications, unless other agreements have been included in writing in the Individual Contract or in an amendment to the Individual Contract. In the event of delays regarding the project plan, the Customer is informed with an indication of new deadlines as soon as a delay can be foreseen. Coresystems' duty to realize a design or concept does not commence until Customer accepts the design or concept.

b) Whenever the delay is caused by the Customer (for example, infringement of the obligation to co-operate according to §6, change requests, and so on), but also when Coresystems cannot be held responsible for the delay, Coresystems has the right to an adequate extension of the deadlines, even in case of binding agreements with regard to deadlines.

c) If the delay by Coresystems corresponds to more than four weeks beyond the agreed deadline and under consideration of the right to extend the deadlines, the Customer of Coresystems may establish a new reasonable extension for the delivery of services due as agreed under the Individual Contract. If Services have not been supplied after expiration of this extension in good time, the Customer may withdraw from the Individual Contract. Services by Coresystems that may still be used with good faith after the withdrawal from the Individual Contract, are to be paid to Coresystems in accordance with the Individual Contract.

d) If Coresystems has to wait for collaboration or information from Customer or is otherwise hindered in the performance of the Individual Contract by any strike, lockout, official intervention, or any other circumstance where it is not at fault, times for delivery of goods and provision of Services are extended by a period equaling the duration of the hindrance plus a reasonable start-up period after the end of the hindrance. Coresystems must notify Customer of the hindrance.

### §6 Obligations of the Customer to Co-Operate and to Provide Information

a) The contracting parties shall inform each other unrequested about all circumstances that may have an influence on contractual Services.

b) To render contractual Services, Coresystems relies on the co-operation of the Customer and on the access to Customers' systems. Free of charge, the Customer is obliged to co-operate, for example, by:

- » Providing requested information accurately, and making decisions and communicating same efficiently;
- » Providing access to the IT-system and allowing for sufficient computer time;
- » Providing Coresystems with qualified and informed staff with sufficient time resources;
- » Providing sufficient work stations;
- » Submitting qualified reports on defects for analysis and correction of errors;
- » Providing authorizations/rights for their software, required to render the Services;
- » Providing the operating environment necessary for the provision of Services, in accordance with Coresystems' guidance where given;
- » Providing all collaboration that Coresystems requires in connection with performance of the Individual Contract, for example, IT systems, data and telecommunications facilities;
- » Warranting that any materials provided by Customer to Coresystems to perform its contractual duties are free of defects in title that would preclude Coresystems from performing those duties;
- » Collaborating with interim tests, and so on.

- c) Requests by Coresystems are to be answered the following working day. In situations requiring clarification by Customer, requests have to be raised on the following working day and quickly advanced. Additional expenses caused by insufficient co-operation by the Customer are borne by the Customer.
- d) Customer must nominate in writing a contact for Coresystems, with an address and email address at which the contact can be reached. The contact must be in a position to make necessary decisions for Customer or ensure that they are made without delay. Customer's contact must maintain effective cooperation with Coresystems' contact. Customer's employees whose activity is required must be freed from other activities to the appropriate extent.
- e) Before commencing live operation with any provided Services, Customer must test it thoroughly for freedom from defects and for suitability in the situation. This also applies to Services it receives in connection with subsequent performance.
- f) Customer must take appropriate precautions against the possibility that the Services may have or cause faults; such precautions include, for example, data backups, error diagnosis, and regular results monitoring. Except where otherwise expressly indicated in writing in individual cases, Consultants deployed by Coresystems are always entitled to act on the assumption that all data with which they come into contact is backed up.
- g) Performance by Customer of its general collaborative duties is a primary contractual duty and necessary precondition for the correct performance by Coresystems of its Services.

#### §7 Change Request Procedure

- a) During the term of a project, both parties can request changes through their respective contacts (see §6 d)), in writing, to the agreed Services, methods, dates and times, and other details.
- b) If Customer makes a change request, Coresystems must inform Customer within ten working days whether the change is possible or not and what impact the change would have on the Individual Contract with particular reference to the timeline and remuneration. Customer must thereupon inform Coresystems in writing within five working days whether the change request is to apply or whether the Individual Contract is to be continued on the existing terms. If the investigation of a change request itself requires substantial work, Coresystems is entitled to bill separately for that work.
- c) If Coresystems submits a change request, Customer must notify Coresystems in writing within ten working days whether it accepts the change or not.
- d) Until there is agreement about the change, work will continue in accordance with the existing Individual Contract. Alternatively, Customer can require that all or part of the work be suspended or permanently ended in accordance with and subject to §17 g). With effect from the first working day of suspension, remuneration is payable at the agreed rate, in respect of each Coresystems employee whose work is suspended and each day of the suspension. The legal consequences of final cancellation are as provided in the Swiss Code of Obligations, section 377.

#### §8 Acceptance

- a) The acceptance shall give evidence of the functional performance of the Contract Works. Customer can require a written acceptance statement from Customer. Customer must accept Contract Works without delay subject to the provisions in this §8. To this end an acceptance log can be created for signature by Customer.
- b) If an Individual Contract specifies several Contract Works that Customer can use individually, those several Contract Works will be subject to separate acceptance.
- c) If an Individual Contract specifies subsets of the Contract Works, Coresystems is entitled to submit subsets of the Contract Works for acceptance. Subsequent acceptance procedures will address only the correct functioning of the new subsets and whether the subsets accepted earlier correctly interact with the new subsets.
- d) If the Individual Contract includes the creation of a design, for example for the implementation of Coresystems Software or the creation of modifications or add-ons to Coresystems Software, Coresystems can require that the design be subject to separate acceptance.
- e) Coresystems shall inform the Customer when the Contract Works are considered ready for acceptance. Subsequently, Customer must inspect the Contract Works within fifteen working days and either notify Coresystems through the contact in writing that they are accepted or give a precise description of the defects found.
- f) Coresystems may predefine the test procedure. The Customer is obliged to provide test data on request.
- g) If the Customer refuses to co-operate or to carry out the acceptance within the period mentioned under e) above, the Contract Works are considered accepted. This is also applicable if actual acceptance has not taken place.
- h) If none or insignificant defects are detected, the Contract Works will be considered accepted. A defect is considered significant if it corrupts the Contract Works with respect to the purpose defined in the Individual Contract, or if it deviates significantly from the Services defined in the Individual Contract so that acceptance cannot fairly be expected from the Customer. The Customer has the right to only claim subsequent repair of the defects notified in accordance with §8 e) within a period that is reasonable for the severity of the defect.
- i) In case of significant defects, Coresystems must indicate their correction and another acceptance must take place within 5 working days. All other provisions in §8 e) also apply with the necessary modifications.
- j) In any case, the point of time when the Contract Works, in whole or any in part, are productively used by the Customer or are in live operation is considered as acceptance date.

#### §9 Invoicing/Payment Conditions/Delay in Payment

- a) Coresystems are entitled to charge partial services periodically. Invoices have to be paid within 30 days after invoice date, without deductions, unless otherwise agreed.
- b) For each overdue notice, a fee of 20.00 CHF is charged. After the first reminder, an interest on arrears of 5% p.a. is charged, independently of subsequent reminders conceding an extended period of payment. In case of delay in payment, Coresystems may grant the Customer an additional period of payment of at least 10 days, and if declared so immediately, suspend services until execution of payment or withdraw from the Individual Contract.
- c) All prices are subject to statutory sales tax / VAT.

#### §10 Retention of Title

Coresystems retains ownership and rights (§12) of the Contract Works until payment of all claims has been made in full. Customer must immediately notify Coresystems in writing if any third-party gains access to the property to or in which Coresystems retains title or rights and must also inform the third party of Coresystems' rights. In the event of a breach of contract by the Customer, especially in cases of delayed payment, Coresystems is entitled to retain the Contract Works. Retaining the Contract Works is not considered a withdrawal from the Individual Contract.

#### §11 Term/Termination

- a) Term of the Individual Contract: Unless otherwise agreed in the relevant Individual Contract, every Individual Contract comes into force on the date it was last signed and runs for the term specified in the Individual Contract.

- b) Ordinary Termination: Unless otherwise agreed, an Individual Contract may not be terminated with due notice. Extraordinary termination rights and the right to termination for just cause remain unaffected.

c) Extraordinary Termination: Just cause for termination includes, without limitation, when Customer fails to perform a major contractual obligation within thirty days of written warning from Coresystems, notably, for example, when the Customer is more than thirty days in default of a payment due and payable under the Individual Contract (§9 b)).

- d) Effect of Termination: Upon termination of the Individual Contract, the parties shall irretrievably return all Confidential Information to the party that disclosed it, or at the disclosing party's request, destroy the Confidential Information of disclosing party and certify that it has complied with these obligations.

#### §12 Rights

Between Customer and Coresystems all title to and rights in the Services vest in Coresystems exclusively, notably copyright and rights of authorship, rights to inventions, and other industrial property rights, and including without limitation Services created to address the requirements of or in cooperation with Customer. Except as otherwise agreed in writing, once the installments due up to and including the acceptance have been paid in full, Customer is granted a non-exclusive license to the same extent and for same time-period, as granted to him by Coresystems under the corresponding Software Agreement. Before accepting them, Customer may use the Services only to the extent necessary for test purposes. Customer is permitted to create necessary backup copies of the Services. Backup copies must be marked as backup copies and bear the same copyright and authorship notice as the original.

#### §13 Warranties by Coresystems

- a) Coresystems warrants, subject to this §13, that the Contract Works (that falls within the ambit of the statutory liability for quality and title defects) has the expressly agreed qualities and that no third-party rights are infringed by the grant of rights to Customer (§12). Where no qualities have been agreed, Coresystems warrants that the Contract Work is suitable for the use envisioned in the Individual Contract or, in the absence of an envisioned use, for ordinary use, and that it has the qualities that are usual and that a customer can expect from Contract Works of its kind.
- b) Nevertheless, Coresystems can neither warrant the uninterrupted or the error-free operation of the Contract Works, nor that the correction of an error excludes other errors. Unless agreed in writing, Coresystems does not warrant a certain availability or performance of the Contract Works to be maintained.
- c) Customer must notify Coresystems in writing without delay if it identifies defects and must include a precise description of the problem and the information that is useful for eliminating the defect. So far as is reasonable in ordinary business, Customer must inspect the Contract Works without delay after Coresystems delivers them and, if a defect is apparent, notify Coresystems of it without delay. If Customer does not notify Coresystems of the defect, the Contract Works are deemed to be approved, unless the defect was not apparent at the time of inspection. If such a defect subsequently becomes apparent, Customer must notify Coresystems without delay after discovering the defect; otherwise, the Contract Works are deemed to be approved despite the presence of the defect. Customer's rights are secured if the notification was received in time. Coresystems cannot rely on the aforementioned provisions in sentences 2 to 4 in this section if Coresystems has fraudulently concealed the defect. Notice of a defect as described above is effective only if given by the contact (see §6 d)).
- d) Where defects as to quality are duly notified, Coresystems will discharge its warranty by remedying the defect either by providing Customer with a new version of the Contract Works that is free of defects or, at Coresystems' discretion, by eliminating the defect. One of the ways Coresystems may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. To discharge its liability for defects in title, Coresystems will remedy shown defects either by procuring for Customer the legally incontestable right under license to use the delivered Contract Works or, at Coresystems' election, providing equivalent replacement or altered Contract Works. Customer must accept a new version of the Contract Works that is functionally compliant unless it would be unreasonable to require Customer to do so. The level of urgency of error-correction work will reflect the extent to which business operations are impeded. These present provisions, in particular §6, also apply as appropriate.
- e) If Customer sets a reasonable limited additional time period for Coresystems to remedy the defect and Coresystems finally fails to do so in that time, Customer has the right to rescind the Individual Contract or terminate continuing or recurring contractual obligations or reduce the remuneration. The requirements in §17 g) must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in §15, Coresystems undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect. Other remedies for defects as to quality or defects in title are excluded.
- f) The time bar for claims under §13 a) - §13 e) is sixty calendar days following acceptance of the Contract Works in accordance with §8. This also applies to rights arising out of rescission or reduction of remuneration under §13 a). The reduction in the time before the time bar comes into effect does not apply in cases of fraudulent concealment of a defect.
- g) Where works or services are delivered to eliminate or avoid a defect, the time bar for claims for defects in those works and services comes into effect at the time specified in §13 f). However, the time before the bar comes into effect is suspended while, with Customer's consent, Coresystems is checking the existence of a defect or is remedying a defect, until Coresystems informs Customer of the results of its check, gives notice that the remedy is complete, or refuses to remedy the defect. The time bar comes into effect not earlier than thirty calendar days after the end of the suspension.
- h) If Coresystems provides defect identification or elimination works or services without being under obligation to do so, Coresystems is entitled to remuneration under §4. This applies in particular to any reported quality defect that is not reproducible or not imputable to Coresystems or in cases where the Coresystems Software or Contract Works is not used in compliance with its documentation. Without prejudice to the generality of the foregoing, Coresystems is entitled to remuneration for additional works or services it does to eliminate any defect that arises out of Customer's failure to properly discharge its duty to collaborate, inappropriate operation of the Coresystems Software, or failure to take the Coresystems services that Coresystems recommends.

i) If a third party claims that the exercise of the license granted under the Individual Contract infringes its rights, Customer must fully inform Coresystems in writing without delay. If to mitigate loss or for other good reason Customer ceases to use the Services, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer will conduct the dispute with the third party in court only in consultation and agreement with Coresystems or authorize Coresystems to assume sole conduct of the dispute.  
j) If Coresystems fails to properly perform any of its duties herein that is not within the ambit of defect liability, or is otherwise in breach, Customer must give notice of the failure or breach to Coresystems in writing and fix a limited additional time period during which Coresystems has the opportunity to properly perform its duty or otherwise rectify the situation. §17 g) applies. Coresystems will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in §15.

#### §14 Training Courses

a) If training was agreed, the training fees are owed unabatedly, even if the training, upon request by the Customer, does not take place, is shortened, or if less participants than agreed participate.  
b) The agreed number of participants can only be exceeded with the agreement of Coresystems. Unless otherwise agreed, additional charges per additional participant are due.  
c) If the training course cannot take place as agreed due to illness of the trainer or due to force majeure, dates for the training course shall be rescheduled and agreed. Apart from that, any postponement of the training course dates or transfer of the training location are only possible with the approval of Coresystems.  
d) Included in the training fee are the use of the course facilities (restaurant) and the trainer's fees. Not included are travelling and accommodation expenses for training courses carried out outside Coresystems premises. Training documents are also not included. Different arrangements can be made upon request, as long as these are agreed one week before the training course.  
e) Training is conducted by employees of Coresystems who have sufficient practical experience in the subject matters to be taught, and who are well prepared for the training. Coresystems has no further due diligence obligations.

#### §15 Liability

a) Coresystems is only liable, irrespective of the legal grounds, for willful or highly negligent infliction of damage in connection with these GTC and the associated Individual Contracts.  
b) Apart from that, liability is, within the framework of the existing legislation, excluded, particularly in case of indirect loss and consequential loss such as loss of data, lost profit, unachieved savings, interruptions to business, third-party claims, contract penalties, and so on. Contributory fault (for example, breach of §6) and contributory negligence may be claimed.  
c) Coresystems shall under no circumstances be liable for loss or damage  
» that could have been prevented or reduced by the Customer by reasonable measures, such as regular program and data back-ups (including anti-virus protection)  
» caused or increased by incorrect use of the software by employees and auxiliary personnel of the Customer  
» caused or increased by the Customers' infringement of the obligation to co-operate  
» Loss of data  
» Third-party claims  
d) The Customer is obliged to back-up their data daily. For data loss that is the responsibility of Coresystems, Coresystems is liable only for reproduction efforts required where back-up copies exist. The limits of liability according to §15 a) – c) do not apply to liability for personal injury, or to liability under the Swiss Product Liability Act (Produkthaftpflichtgesetz).  
e) All claims against Coresystems in contract, in tort, or otherwise for loss or wasted anticipatory expenditure are barred in accordance with the regulations of the applicable law.

#### §16 Confidentiality Clause

a) Use of Confidential Information: Each party undertakes forever to treat as confidential all Confidential Information of the other acquired in connection with the performance or processing of the Individual Contract and to use such information and secrets only to perform the Individual Contract. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the respective Individual Contract or processing the Individual Contract. Any reproduction of any Confidential Information of the other party shall remain the property of the other party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other party, each party: (a) shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) shall not disclose or reveal any Confidential Information to any person other than its representatives who need to know this Information to fulfill that party's contractual obligations or to processing the Individual Contract. As used herein, "reasonable steps" means those steps the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care; this includes Customer's careful safekeeping and protection of Confidential Information against misuse.

b) Exceptions. The above §16 a) does not apply to any Confidential Information that: (a) is independently developed by the receiving party without recourse to the Confidential Information of the disclosing party, or is received lawfully and free of duty of confidentiality from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the Individual Contract by the receiving party; (c) at the time of disclosure to the receiving party was known to be free of restrictions; (d) the disclosing party agrees in writing is exempt from the above provisions; or (e) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.  
c) Confidential Terms and Conditions; Publicity: Customer shall treat as confidential the terms and conditions of the respective Individual Contract, in particular the pricing contained therein. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However, Coresystems may use Customer's name in customer listings (reference listings) or to analyze details from the Individual Contract (for example, to forecast demand), as well as – subject to mutual agreement – as part of Coresystems' other marketing efforts. This includes the provision for forecast analysis to and use by Coresystems Affiliates. Insofar as this includes the provision and use of contact information of Customer's contact persons, Customer shall secure the appropriate permissions where necessary.  
d) Data Protection: Coresystems and Customer undertake to comply with the relevant provisions of the applicable law of data protection. If required, notably in the case of commissioned data processing, the parties can set forth their data protection obligations in a Commissioned Data Processing Schedule attached to the respective Individual Contract.

#### §17 Miscellaneous

a) If Coresystems does not enforce rights from this contract, this shall not be deemed a waiver as to subsequent enforcement of rights.  
b) If a regulation of this contract should be completely or partially invalid, impossible, or void, the legal obligation of the other regulations hereof remains untouched. Any invalid, void or impossible regulations shall be replaced by such that most closely represents the purpose and intent of the original regulation.  
c) Coresystems reserves the right to change these terms and conditions. These will be communicated to the Customer in a suitable manner and are deemed as accepted if the Customer does not object within one month. Current terms and conditions are available at [www.coresystems.net/legal-stuff](http://www.coresystems.net/legal-stuff).  
d) The Services, including the associated Coresystems Software, are subject to the export control laws of various countries, including without limit the laws of the United States, Germany and Switzerland. Customer agrees that it will not submit the Services to any government agency for licensing consideration or other regulatory approval without the prior written consent of Coresystems, and will not export the Services to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable legal regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Coresystems Software by Customer and its Affiliates.  
e) Amendments or additions and contractually relevant declarations as well as declarations directly influencing a legal relationship, especially without being limited to termination notices, reminders or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices) with an electronically transmitted signature (facsimile transmission or other agreed form of contract conclusion provided by or on behalf of Coresystems).  
f) Customer is not entitled to transfer the Individual Contract or any rights or obligations thereunder to any third party.  
g) Contractual collaboration requires a high level of trust, interaction, and willingness to agree. Except in emergencies, a limited time fixed by Customer pursuant to the law or contract must not be less than ten working days. Failure to comply with any fixed time limit entitles Customer to be released from the Individual Contract (for example, by rescission, termination, or claim for damages in lieu of performance) or to a price reduction for breach only if this was threatened in writing in the notice fixing the limited time as a consequence of failure to comply with that time limit. After a limited time fixed in accordance with sentence 2 expires, Coresystems is entitled to give notice to Customer requiring that any rights arising out of the expiration be exercised within two weeks of receipt of the notice.  
h) Offers from Coresystems are nonbinding unless otherwise agreed in writing. In cases of conflict, the Individual Contract terms and details that apply are those in Coresystems' offer or confirmation.

#### §18 Place of Jurisdiction and Applicable Law

Swiss law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. Conflict-of-law rules do not apply. If any disputes arise, the parties agree to first seek an amicable resolution before appealing to the courts. If a legal ruling cannot be avoided, **the parties agree that the sole place of jurisdiction for all differences arising out of or in connection with these GTCs and/or any related Individual Contract shall be Zurich-1, Switzerland.**

Windisch, August 2018