

1. Scope

These General Terms and Conditions regulate the relationship between the customer and *konplan* and shall apply if the customer and *konplan* expressly or implicitly acknowledge them. Changes are only effective as far as *konplan* confirms them in writing.

2. Services from *konplan*

2.1. Scope of performance

konplan offers its customers high-quality services. For the scope and execution of the individual services, the order confirmation and/or the quotation of *konplan* (these General Terms and Conditions apply on a subsidiary basis). The fulfilment of a specific purpose of a development or the achievement of a specific service require the express stipulation in the offer or the order confirmation. *konplan* undertakes to report periodically to the customer on the status of the work, the knowledge gained, the procedure in the following period and, in the case of target price orders, on the costs incurred in each case.

2.2. Additional services

Additional services are remunerated by the customer on an hourly basis. These shall be deemed accepted if they have been agreed in writing (post, fax, e-mail) between the customer and *konplan*. A verbal agreement of additional services is recorded by *konplan* and delivered to the customer in writing, by fax or electronically. If the customer does not reject the provision of the additional services in writing within three working days of receipt of the protocol, these shall be deemed accepted.

2.3. Deadlines

In the event of non-compliance with the agreed deadlines, *konplan* shall be in default after the customer has sent a reminder and granted a reasonable grace period. If *konplan* is in default, it shall owe a contractual penalty in the amount of 1 % of the remuneration per day of default, but no more than 5 % of the total remuneration. If *konplan* is unable to meet the deadlines set for fulfilment for reasons for which it is not responsible, these deadlines shall be extended according to the duration of the impact of the circumstances for which *konplan* is not responsible.

2.4. Place of performance

Unless expressly agreed otherwise, the domicile of *konplan* shall be the place of performance for the services of *konplan* under this contract.

3. Services of the customer

3.1. Prices

The prices to be paid by the customer result from the offer or the order confirmation and subsidiarily from the price calculation of *konplan*. The prices are exclusive of statutory value added tax. This will be invoiced additionally by *konplan*. Travel time is considered working time unless otherwise stated in the offer. Travel expenses are shown and charged without surcharge. After consultation with the customer, *konplan* is entitled to adjust the amount of the rates once a year to reflect changes in cost factors such as wages, materials, taxes, levies, etc.

3.2. Customer participation

The customer shall support *konplan* within the scope of what is reasonable and necessary in due time and at his own expense in fulfilling the purpose of the contract, be it with regard to resources, information, access to the customer's premises, etc.

3.3. Customer responsibility

The customer shall ensure that the services for which he has concluded a contract with *konplan* are used in accordance with the statutory regulations and the contract. The safety-relevant information shall be passed on by the customer in an appropriate form to the users of the outcome of the work.

3.4. Specification of applicable standards

The services of *konplan* comply with such regulations and standards as are mentioned in the offer or order confirmation of *konplan*. If *konplan* has to comply with statutory or any other regulations when rendering services, the customer must inform *konplan* of this in writing.

3.5. Acceptance by the customer

The customer must continuously check the interim results (test results, documents, specifications, programme parts etc.) delivered to him during the duration of the contract and inform *konplan* without delay of any objections and defects (at the latest within 3 working days of discovery) as well as in writing. The customer is entitled to a test period of 30 days for the services rendered. The test period begins either according to a mutual agreement or on the day on which *konplan* declares its work completed in writing. Documents and records shall be deemed accepted if they have been submitted to the customer and have not been rejected by the customer within 30 days of said submission. If *konplan* accepts the complaint and rectifies the defect (see section 5 below), the test period begins anew on the day on which *konplan* submits the written notification of the end of the rectification to the post office (postmark). This shall not apply to insignificant improvements.

If hidden defects only become apparent later, the written and substantiated complaint to *konplan* must be made immediately after discovery of such defects. If the customer fails to do so, corresponding warranty and liability claims shall be forfeited.

In any case, acceptance shall be deemed to have taken place six (6) months after delivery of the work.

4. Invoicing and terms of payment

Unless otherwise agreed in writing, *konplan* charges the customer for its services on a monthly basis. Unless otherwise agreed, invoices are payable net within 10 days of invoicing. The invoice shall be deemed to have been accepted after expiry of the payment period unless the customer notifies the contrary.

If the customer is in default with a payment for any reason, *konplan* is entitled without restriction of its statutory rights and without further notice to suspend the further fulfilment of the contract until new terms of payment have been agreed and *konplan* has received sufficient securities for the further fulfilment of the contract. If such an agreement cannot be made within a period of 30 days or if *konplan* does not receive sufficient securities, *konplan* is entitled to withdraw from the contract without prejudice to the statutory rights. *konplan* reserves the right to claim damages in any case. A default interest of 5 % is agreed.

5. Warranty for work and services contracts

If a contract for work and services exists, *konplan* undertakes to remedy at its own expense any serious and disruptive work defects which are notified in good time by alteration or replacement with another functionally equivalent work (right and obligation to rectify). Any further warranty claims of the customer are hereby expressly excluded to the extent permitted by law. Defects shall be deemed to have been notified in good time if they are notified in writing and correctly described by the customer within six months of expiry of the test period in accordance with section 3 "Acceptance by the customer", no later than ten days after their first appearance.

Legal warranty: *konplan* exempts the customer from any liability for the violation of Swiss copyrights and other intellectual property rights of third parties, if and insofar as the violation of such third-party rights was caused exclusively by the intended use of the works. The customer shall immediately inform the contractor in writing of any third-party claims asserted and authorise the contractor to conduct the defence, including the conclusion of a settlement. The customer shall support the contractor to an appropriate and reasonable extent. *konplan* may, at its discretion, provide the customer with the right to continue using the software or exchange or modify the software without deterioration of the functions agreed in the performance specification in order to defend against third-party claims. Should none of these measures be possible for the contractor, the contractor is entitled to withdraw from this contract. A further warranty of the contractor towards the customer in case of actual or alleged claims of third parties is excluded.

6. Liability of *konplan*

konplan guarantees high-quality services. Liability for contractual and non-contractual claims is excluded for all direct and indirect damage (personal injury, property damage and financial loss) incurred by the customer in connection with the contractual relationship with *konplan* and its fulfilment, unless the damage was caused by gross negligence or intent. Claims arising from product liability are also reserved.

This exclusion of liability also includes the principal's liability pursuant to paragraph 55 OR and the auxiliary person's liability pursuant to paragraph 101 OR.

7. Special limitations of liability / indemnification by the customer

In the event that the customer has made changes or repairs to the work outcome without the consent of *konplan* or if the customer uses the work outcome for purposes other than the ones agreed upon, any liability is excluded unless *konplan* can be accused of gross negligence or intent. The customer undertakes to indemnify *konplan* in the event of claims for damages which are attributable to such changes / repairs or to the improper use of the work outcome by the customer. *konplan* accepts no liability for products purchased by *konplan* which subsequently prove to be defective.

8. Special provisions

8.1. Retention of title

The outcome of the work produced by *konplan* for the customer remains the property of *konplan* until full payment by the customer. The customer is also obligated to support *konplan* in all measures to protect its property, in particular, but not exclusively, in the registration or reservation of the retention of title in public registers, ledgers and the like. The customer shall take the necessary measures to avoid any termination or impairment of the retention of title. Items already delivered are maintained in good condition by the customer and insured against all risks.

8.2. Rights to work outcome, intellectual property rights and expertise

Unless otherwise agreed, the rights to the outcome of the work shall be vested jointly in both parties. The contracting parties mutually grant each other the right to use and evaluate these rights at will while observing the duty of confidentiality. If *konplan* and the customer have created the work outcome together, both are entitled to the rights to it individually as soon as the customer has paid the agreed prices. In this case, the customer and *konplan* may use the work outcome individually without the consent of the other party.

8.3. Patents, discoveries and inventions

konplan grants the customer the unlimited and non-exclusive right to use the work outcome and the documentation in accordance with [e.g. system requirements and terms of use]. This also includes ideas, concepts, experiences or methods related to information processing.

8.4. Confidentiality and return obligations

The handling of confidential information may be governed by a separate confidentiality agreement.

8.5. Non-solicitation agreement, non-recruitment agreement and employment ban

The solicitation, direct or indirect recruitment or use of services in any form of the employees or auxiliary persons of the opposite party entrusted with the performance of services under this contract shall require the prior written agreement of the parties for the duration of the contract and one year thereafter.

8.6. Authority to issue directives

When employees are deployed in the customer's company to perform the contractual service, *konplan* retains full authority to issue instructions under labor laws at all times.

8.7. Penalty for breach of contract

In the event of any breach of the confidentiality agreement or of the non-solicitation agreement, non-recruitment agreement or employment ban, the infringing party shall pay the other party a contractual penalty of CHF 50,000. The payment of the contractual penalty does not exempt the party from further compliance with the breached obligation and does not exclude the assertion of compensation for further damage.

8.8. Offsetting of payables

The customer shall not offset any payments owed to *konplan* with his own claims without the written consent of *konplan*.

9. Duration and termination

Subject to other mandatory statutory regulations and subject to other contractual agreements, either party may terminate the contract by giving 60 days' notice at the end of each month. The customer undertakes to pay the fees and costs incurred by konplan up to the time of termination.

10. Final provisions

10.1. Assignment and transfer

The rights and obligations under this contract may only be transferred to third parties (including affiliated companies) with the prior written consent of the opposite party. Such consent may not, however, be withheld for no reason.

10.2. Written form

Any amendments and supplements to these General Terms and Conditions as well as all supplementary agreements shall be valid only if made in writing and signed by both contracting parties.

10.3. Statutory regulations

In all other respects, the statutory regulations governing the order (consulting) and the contract for work and services (implementation) shall apply.

10.4. Applicable law and place of jurisdiction

Swiss substantive law is applicable to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the location of the registered office of *konplan*.

Rotkreuz, January 2014