

General License Terms for Customers of AXON IVY Partners

1 Scope of Agreement

1.1 License agreement

With the conclusion of the license agreement ("Agreement") customer acquires the right to use the license programs provided by Axon Ivy AG ("AXON IVY") under the agreed conditions. The business relationship with the customer is established and maintained by a local partner of AXON IVY ("Business Partner").

The Agreement and any additions thereto designate the licensed material and define and stipulate the permitted use.

1.2 General terms and conditions

Any other rights and obligations between AXON IVY and the customer arising from the Agreement shall be governed by these "General License Terms for customers of AXON IVY Partners", which shall constitute an appendix to the Agreement and form an integrated part thereof.

1.3 Third-party license programs

Insofar as AXON IVY distributes license programs of third parties, or customer purchases such programs from AXON IVY, the terms of the third-party provider shall apply for third-party programs exclusively.

2 Scope of the Right of Use to AXON IVY License Programs

2.1 Content and scope

Against payment, the customer is granted the non-exclusive, non-transferable right to use the licensed material in compliance with the scope of the right of use as set out in the Agreement.

2.2 Permitted use

Permitted use under the Agreement means that the customer is entitled to read in the licensed material into the computer system in a machine-readable format within the defined scope and to store and to use the licensed material, i.e. to fully or partially execute the respective programs and to use the corresponding documentation. The customer has the right to copy the licensed material if and to the extent that this is required for the use as stipulated by the Agreement and for backup.

2.3 Data center (DC) license addition

If the customer intends to provide services (or outsourcing, ASP etc.) which are based on the licensed material to third parties, the customer undertakes to acquire a data center license addition (third parties include for example businesses in which the customer owns less than 50%).

2.4 Modifications

Customer is entitled to adapt the licensed material to its own requirements by means of parameterization or to connect the licensed material to other programs.

Should the customer make any further modifications, particularly where the program code is concerned, this occurs at the customer's own risk.

3 Proprietary and Property Rights

AXON IVY owns all proprietary rights and copyrights and the industrial property rights (patent rights, trademarks, etc.) on the AXON IVY license programs. The customer only acquires the rights of use of the licensed material as expressly set forth in the Agreement.

Proprietary rights, copyrights and any industrial property rights on the AXON IVY license programs remain with AXON IVY during the term of the Agreement and after termination thereof.

3.1 Protection of proprietary and property rights

The customer shall protect the proprietary and property rights of AXON IVY. The customer undertakes to add the AXON IVY copyright note to all created or outsourced copies and partial copies and to keep records of the numbers and locations of copies (and partial copies). AXON IVY is entitled to access these records.

3.2 Protection against infringement

In the event that, due to use of AXON IVY license programs, any third party accuses the customer and/or initiates legal proceedings against the customer, the customer shall immediately inform AXON IVY thereof in writing. AXON IVY is entitled to conduct or settle any out-of-court negotiations or any litigation with any such third party on behalf of the customer. In any case, AXON IVY shall bear all costs arising from such accusations made by a third party or from legal action against such third party and shall pay any damages awarded to a third party by the court or granted in an equivalent manner.

AXON IVY shall be relieved of the above obligations if the third party's claim is due to the fact that the customer has modified the licensed material or used the licensed material in any other way than provided in the Agreement.

4 Confidentiality

The licensed material includes information, ideas, concepts and techniques that are considered trade secrets of AXON IVY. The customer undertakes not to disclose the licensed material or parts thereof in any form to any third party nor to publish the licensed material or parts thereof. Notwithstanding the above, the customer may disclose the licensed material or parts thereof if and to the extent required by law. The customer shall ensure that third parties only gain access to the licensed material if these third parties are on the customer's premises for the purpose of using the licensed material as per Agreement or if these third parties access the licensed material from remote workstations with the customer's consent. Furthermore, the customer is obliged to provide third parties with no access whatsoever to data media that the customer received as part of the licensed material. The customer undertakes to erase any stored licensed material before passing data media or a computer to a third party.

5 External Data Backup and Software Deposit

AXON IVY is obliged to store license programs on external data media and to deposit source codes and

object codes, in their respective latest development versions, with an independent third party ("escrow agent").

In the events specified below, the customer has the right to receive a copy of the licensed material which the customer uses under the Agreement from the escrow agent and to use it freely:

- AXON IVY ceases business operations without transferring its obligations towards the customer to one or more qualified third parties.
- Final bankruptcy or debt rescheduling proceedings were opened against the corporate assets of AXON IVY or bankruptcy or debt rescheduling proceedings were dismissed due to lack of assets.

6 Delivery Date

If no specific delivery date was agreed, the licensed material will be delivered after the final signing of the Agreement.

7 License Charges

7.1 Calculation of license charges based on the scope of use

License charges are specified by and due to Business Partner. Any license charges due by customer will be calculated on the commencement date of the license agreement based on the defined scope of use.

7.2 License metric and license charge types

The customer can choose a perpetual license with a recurring maintenance charge or a subscription license.

a) Perpetual License

With the payment of the primary license charge, the customer acquires the perpetual right of use of the licensed material.

b) Recurring Maintenance Charge

The annual maintenance charge entitles the customer to use all further developments of the licensed material and any other program and support services provided by AXON IVY pursuant to section 9.

b) Subscription License Charge

As an alternative to a perpetual license with a recurring maintenance charge, a subscription license can be agreed. With the payment of the recurring subscription license charge, the customer has the right to use the licensed material for a specified period. All further developments of the licensed material and any other program and support services provided by AXON IVY pursuant to section 9 are included in the subscription fee for the specified period.

7.3 Adjustment of charges

a) Perpetual License

If the scope of use which was agreed upon on the commencement date of the license agreement is extended, a difference between the new and the paid

primary license charge will be calculated and charged to the customer.

In the event of reduced use, the customer is not entitled to any adjustment and refund of the agreed primary license charge.

b) Maintenance Fee

AXON IVY may adjust the basis for the calculation of maintenance charges as well as subscription charges based on price inflation by January every year. Any adjustment shall be made in accordance with the official governmental national inflation index where the customer's registered seat is.

In the event that the scope of use which was agreed upon on the date of conclusion of the license agreement is extended, a recalculation of the maintenance charge will be made and the customer will be charged for the difference between the new and the agreed maintenance charge. Any adjustment will be back-dated to the date on which the change of the scope of use became effective.

In the event of reduced use, the maintenance charge will be reduced accordingly. Such adjustment will not become effective until the next invoicing run, i.e. the customer is not entitled to receive any refund of already paid maintenance charges.

c) Subscription License Charge

In the event that the scope of use which was agreed upon on the date of conclusion of the license agreement is extended, a recalculation of the subscription license charge will be made and the customer will be charged for the difference between the new and the agreed recurring license charge. Any adjustment will be back-dated to the date on which the change of the scope of use became effective.

In the event of reduced use, the customer is not entitled to any adjustment and refund of the agreed subscription license charge during the specified period.

d) Change of the scope of use

The customer undertakes to immediately inform Business Partner and AXON IVY in writing of any changes to the agreed scope of use. If Business Partner or AXON IVY discovers unreported excess use, Business Partner or AXON IVY may technically restrict the scope of use to that agreed under the license agreement.

e) Right of termination

If the customer does not agree to such adjustment of charges, the customer is entitled to terminate the license agreement pursuant to section 12.1. This shall constitute the customer's sole legal remedy against adjustment of charges.

8 Payment Terms

The payment terms are agreed between Business Partner and customer.

9 Maintenance Service and Support

Under the license agreement, AXON IVY provides the services listed below. These shall be restricted to the

latest unaltered version of the licensed material and any releases thereof.

9.1 Maintenance service

Together with Business Partner AXON IVY makes the following maintenance services available to the customer:

- Adaptation of the platform to new external requirements, e.g. legal provisions, new operating system releases etc.
- Provision of extended, further developed or improved program code by means of releases or service packs.

9.2 Debugging and support

Upon receipt of an error message according to section 10.3, AXON IVY confirms receipt thereof to the Business Partner and determines the priority level of the error based on the following criteria:

- **Priority level 1 – “Critical error”**
The maintained software can no longer be used in its entirety; serious data integrity problems occur; the customer's business activity is significantly restricted.

Debugging activities are started immediately, and the error will be treated with highest priority; the correction code will be delivered electronically as an individual service pack and as fast as possible.

- **Priority level 2 – “Urgent error”**
There are problems with one or more main functions of the maintained software; the customer's business activity is clearly restricted.

Debugging activities are started on the same day and the error will be treated with high priority; the correction code will be delivered electronically as an individual service pack and as fast as possible.

- **Priority level 3 – “Minor error”**
The error in the maintained software does not seriously restrict the customer's business activity.

AXON IVY will correct the error with the next generally available service pack.

- **Priority level 4 – “Display error”**
The error in the maintained software does not restrict the customer's business activity and only refers to an imperfection in the display.

AXON IVY will correct the error with the next generally available release.

9.3 Costs correction of errors

Correction of errors within the scope of liability of AXON IVY according to section 10 are with no additional costs. Any other correction of errors will be invoiced to customer according to the then valid price list for AXON IVY services.

9.4 Reporting System

Business Partner provides a reporting system to report errors.

9.5 Other services

Services further than the central maintenance service will be charged separately according to the then valid price list for AXON IVY services.

9.6 Individual Application Maintenance and Support

Individual and additional application maintenance and support by either AXON IVY or the Business Partner is against payment and can be agreed by separate agreement.

10 Warranty

10.1 Warranty for the licensed material

AXON IVY warrants to the customer during the term of the license agreement that the licensed material is in compliance with the specifications agreed upon on the conclusion date of the agreement or the specifications defined for the latest release respectively and that the licensed material is free of defects which interfere with the use as per agreement or which make the use as per agreement impossible.

10.2 Limitation of warranty

AXON IVY does not accept any warranty if the error in the license program was caused by circumstances beyond the control of AXON IVY, in particular:

- Alteration of the conditions of use and operation
- Interventions within the program product by the customer or a third party
- Operating errors by the customer or a third party

Furthermore, AXON IVY does not warrant that the program products can be used by the customer uninterruptedly and error free in all combinations required, with any data, IT systems and programs, nor that the correction of a specific program error excludes the occurrence of further program errors.

10.3 Notification and correction of defects

The customer is obliged to inform the Business Partner as the first level support for all inquiries. If necessary, the customer shall create and submit to the Business Partner an error report together with the required supporting documentation so that the errors can be diagnosed, and insofar as possible, reproduced.

10.4 Warranty claims

As for defects attributable to AXON IVY's programs, the customer is solely entitled to free rectification. This shall constitute the customer's legal remedy; in particular, the customer shall not be entitled to a reduction or refund of the agreed license charge. The customer's right to rescind (cancellation) and any damage claims shall be excluded.

11 Liability

AXON IVY shall be liable without limitation for any damage resulting from non-performance or performance which is not in compliance with the contract agreement if intention or gross negligence is involved. In the event of slight negligence, the liability of AXON IVY shall be

limited to an amount of CHF 100'000 (hundred thousand Swiss Francs) per case. This limitation of liability shall not apply to personal injury. The liability provisions of the law on product liability shall be reserved.

12 Commencement, Term and Termination of the License Agreement

12.1 Commencement and Term

The license agreement commences on the date of signing and shall be valid for an indefinite period of time.

Subscription license agreements shall be valid only for the specified period of time.

12.2 Termination by the customer

a) Perpetual License

The customer may terminate the license agreement by the end of any calendar year provided that three (3) months notice is given. The termination must be made in writing.

b) Subscription License

The license agreement terminates at the end of the specified period. Termination earlier than the specified period is not possible.

12.3 Termination by AXON IVY

AXON IVY may terminate the license agreement in the event that:

- the customer violates an essential obligation under the license agreement (e.g. non-payment of license charges);
- AXON IVY withdraws the licensed material in its entirety from the market and/or stops support for the licensed material which requires a period of notice of 24 months.

12.4 Effects of agreement termination

No more maintenance charges shall be due after the date on which termination has become effective. In no event shall the customer be entitled to a refund of the primary license charge.

AXON IVY provides no more services for maintenance and support.

The subscription license including all rights of use shall end with the date on which termination has become effective.

If the customer wishes to resume software maintenance and support services at a later point in time, the licensed material must be re-licensed in accordance with Section 7.

13 Miscellaneous

13.1 Written form

Amendments and additions to the Agreement must be agreed in writing and signed by both parties to be valid and effective. The written form requirement also applies to supplements, appendices, etc. to the license agreement.

13.2 Legal succession

The customer's rights and obligations under the Agreement may not be transferred without the prior written consent of AXON IVY.

13.3 Protection of personal data

In the scope of the business relations with the customer, processing of personal data (e.g. employee address information, installation location, contact persons and other specifications) as provided by the law on data protection cannot be avoided. Unless agreed otherwise, the parties agree that such data may be processed within customer and AXON IVY.

13.4 Amicable settlement

The parties to the Agreement endeavor to settle differences peacefully and amicably.

13.5 Applicable law and place of jurisdiction

The Agreement shall be governed by the laws of Switzerland. All disputes arising from or in connection with the Agreement shall be settled exclusively by the ordinary courts at the place of the registered office of AXON IVY.