

GENERAL TERMS AND CONDITIONS

for the Purchasing of Hardware, Software Licenses,
Service Provision and Software Maintenance

(FRAMEWORK AGREEMENT)

for
TimeTool AG Uttigenstrasse 54A 3600 Thun

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The present Framework Agreement consists of the General Provisions of the Framework Agreement and the sections listed below: "Hardware Purchasing Agreement and Software Licences", "Service Provision" and "Software Maintenance". All sections are integral to the Framework Agreement.

GENERAL PROVISIONS OF THE FRAMEWORK AGREEMENT

1. LIABILITY

- 1.1 The liability for direct damages, deliberately caused by TimeTool AG when executing the above-mentioned contract, is limited to the sum of CHF 100,000.00. A further binding legal liability remains reserved for gross negligence or criminal intent.
- 1.2 Each liability of TimeTool AG, or its vicarious agents, for ongoing claims and damages, especially claims for the replacement of mediated, indirect or consequential damage, loss of profit or loss of earnings, and loss of data - irrespective of its legal ground - is explicitly excluded. The CLIENT is responsible for the necessary security measures to protect stored data from destruction.
- 1.3 TimeTool AG cannot be held liable for errors, or the failure to effectively remedy errors, which are caused by HARDWARE, SOFTWARE or NETWORK modifications of TimeTool AG being impossible to implement, due to third party products or services (incl. of the CLIENT).
- 1.4 Claims for compensation made against TimeTool AG lapse after one year following their origination.
- 1.5 A further binding legal liability remains reserved, in the meaning of Art. 100, para. 1 of the OR [Obligationenrecht - Swiss Code of Obligations].

2. DEADLINES

Delivery periods and deadlines represent planning data that do not have the nature of payment deadlines and are not fixed. They shall be adhered to wherever possible by TimeTool AG.

3. OFFERS

Insofar as nothing else has been agreed, offers are generally non-binding.

4. PAYMENT CONDITIONS

- 4.1 All price details are exclusive of VAT under the respective applicable Clause.
- 4.2 All invoices are payable without deductions, in accordance with the conditions. On exceeding the payment dates, TimeTool AG is entitled to demand default interest as from the due date, corresponding to the open credit interest rate of the cantonal bank where the CLIENT is based in Switzerland. If claims made by TimeTool AG for payment appear to be at risk, or the CLIENT has not paid outstanding debts, TimeTool AG may suspend their provision of contractual services, or only provide services in return for advance payment, or resume them only if any of requested assurance is provided. After a reasonable period of grace has elapsed, TimeTool AG is entitled to withdraw from the contract and make a claim for damage compensation.
- 4.3 The parties shall only settle demands made with recognised counter-claims in writing and aside from that, will not withhold any payments.

5. TRANSFERABILITY

- 5.1 The CLIENT can only transfer laws and duties from this contract with the written agreement of Time Tool AG, which will not disallow these without reason.
- 5.2 At any time, TimeTool AG can either wholly or partially delegate the rights and duties of this contract to others.

6. CHANGES TO THE CONTRACT

- 6.1 Changes or extensions to these contractual provisions are only valid if they are contained within a written additional agreement, which explicitly refers to this contract, as well as to the individual contract. No verbal agreements exist.
- 6.2 In the event that a contractual clause should become ineffective, the validity of the remaining provisions shall not be affected. The ineffective clause should be replaced by an effective provision, corresponding to the apparent intentions of the parties.

7. BREACH OF CONTRACT

On more serious and even numerous warnings due to repeated breaches of this contract, the other partner can withdraw from the contract, following expiry without result of a reasonable period of notice, presented in writing. Withdrawal must be executed in writing.

8. LAW/PLACE OF JURISDICTION

Swiss law is to be exclusively applied to this contract and all further agreements (with the exception of Vienna purchasing law and all other international conventions). The Framework Agreement forms a contractual whole. Sub-headings are purely for the purpose of ease of comprehension and have no legal significance. **The place of jurisdiction is Thun.**

HARDWARE PURCHASING AGREEMENT AND SOFTWARE LICENCES

1. SUBJECT MATTER OF THE CONTRACT

In the meaning of a Framework Agreement, the above contractual provisions conclusively regulate the sale of hardware products and the licensing of software products by TimeTool AG and form an integral component of all future individual contracts between TimeTool AG and the CLIENT in this regard.

2. CONCLUDING THE CONTRACT

2.1 Purchasing or licensing contracts shall be concluded with the signature of a valid order by the Client, based on the above-mentioned contractual conditions.

TimeTool AG can also undertake deliveries of products with the application of these contractual provisions, without signing separate contracts. In that case, the contract only enters into force over the product with the delivery by TimeTool and until then, CLIENT orders for TimeTool AG are not binding.

CLIENT commissions and orders sent by fax shall be binding on the CLIENT.

2.2 The liability of any contracts concluded by means of EDI (electronic data interchange) shall comply with the underpinning EDI agreement.

3. PRICES AND PAYMENT CONDITIONS

3.1 The prices and licence fees are generated on the timely acceptance of a TimeTool AG offer from the quote. For want of such, the TimeTool AG price lists that apply at the time of concluding the contract are to be used.

3.2 Reductions in the prices listed by TimeTool AG, incurred between the conclusion of the contract and the time of delivery, shall be passed on to the CLIENT. The CLIENT shall accept increases in the prices listed by TimeTool AG, provided that the delivery of the products is not specified within 3 months following the announcement of the price increase.

3.3 The prices are payable as follows, with a 10-day, strictly net payment term:

Software:

The first third on ordering
The second third on delivery
The final third on acceptance

Hardware:

1/2 on ordering
1/2 on delivery

3.4 Accessories, installation work, data processing and installation equipment, such as cables, plugs, etc. shall be invoiced separately in the listed price or as an installation kit.

4. RETENTION OF TITLE

Until the full payment of the purchase price, the hardware products and licences shall remain the property of TimeTool AG. It is entitled to have its retention of title entered in the relevant register and/or to inform the lessor of the business premises thereof. On default of payment by the CLIENT or justified acceptance that it cannot fulfil its payment obligations, TimeTool AG is entitled to regain possession of the relevant products.

5. DELIVERY, INSTALLATION, ACCEPTANCE

5.1 Delivery shall be made to the delivery address in Switzerland or the Principality of Liechtenstein, as provided in the contract, or for want of such, at the CLIENT's registered office in Switzerland or Liechtenstein. With the delivery of the products initialled by the CLIENT on the delivery note, use and risk are transferred to the CLIENT.

5.2 The CLIENT shall be responsible for the reasonable preparation of the site of installing the hardware and software, until the planned point of delivery.

5.3 TimeTool AG reserves the right, up until delivery, to make changes to products, which will not affect service provision or interaction with other products. TimeTool AG may carry out partial delivery and invoice for this separately, unless this is not economically expedient for the CLIENT.

5.4 TimeTool AG shall carry out installation during its hours of business, insofar as the place of installation meets the requirements for the installation. The actual downloading and testing are included in the operating system and system-oriented software, ordered and delivered with the hardware.

Operational readiness is established, as soon as tests have been successfully undertaken by TimeTool AG. The CLIENT shall sign the corresponding Acceptance Report. If, due to reasons for which TimeTool AG is not responsible, the Acceptance Report is not signed within 30 days of delivery, or if the CLIENT productively employs the products, whether wholly or in part, they shall be considered as purchased.

5.5 Any installation work undertaken by the CLIENT without the involvement of TimeTool AG shall be at their own risk.

6. GUARANTEE

6.1 TimeTool AG hereby guarantees that the Hardware provided is free from any material or manufacturing defects, which would severely compromise the value or suitability of the products. The details of the guarantee conform to the provisions of the manufacturer's guarantee. TimeTool AG shall not assume any guarantee of the products' resale potential, or of their suitability for a specific purpose. The published technical data, specifications or descriptions of quality shall only represent a guarantee if they have been explicitly confirmed as such in writing by TimeTool AG.

During the guarantee period, TimeTool AG shall eliminate any material or manufacturing faults occurring to the hardware provided, as compensation for the CLIENT's guarantee claims. It will do so during its business hours and free of charge. It shall also exchange defective parts, restore functionality and reaffirm the guaranteed properties in writing. TimeTool AG is hereby also entitled to exchange all hardware devices.

The contractually agreed guarantee excludes damage, interruption or circumstances, for which TimeTool AG is not responsible. For systems installed by the CLIENT itself warranty claims require evidence of correct installation.

6.2 For TimeTool Software, TimeTool AG guarantees that any errors reported, documented or reproduced in writing, i.e. clear logical malfunctions (e.g. errors in addition), or clear deviations in functionality compared to the explicit definitions in the software product description, are repaired

within a reasonable period and free of charge. Instead of work on improvements for the CLIENT, TimeTool AG reserves the right to deliver a follow-up version of the software (updates and/or new releases), or to enable a possible circumvention.

6.3 TimeTool AG hereby guarantees that the Time-Tool software and the hardware it provides, delivers the written and explicitly guaranteed functions and service provision. A further guarantee of suitability for a specific purpose does not exist.

6.4 The warranty period conforms to the details in the quotes, or to the corresponding product specifications. In the absence of an explicit guarantee period, a period of 12 months shall apply for hardware and 6 months for software, as from the delivery date.

6.5 Work performed under guarantee shall be carried out on the site of installing the hardware in Switzerland or Liechtenstein, unless otherwise specified in the offer or product specifications. A transfer of the warranty claims by the CLIENT is excluded.

The work under guarantee shall also be rendered in the following European countries: Belgium, Denmark, Germany, Finland, France, Greece, Great Britain, Holland, Ireland, Israel, Italy, Luxembourg, Norway, Austria, Poland, Portugal, Sweden, Slovakia, Spain, Czech Republic, Turkey and Hungary, providing the systems were purchased at a TimeTool AG branch or an official TimeTool distribution partner in one of these countries. The requirement is that the CLIENT has imported or exported the systems according to all applicable import and export regulations and it can give full details on the seller and the system.

6.6 Guarantee claims for hardware and software provided by TimeTool AG, but manufactured by third parties, shall conform to the stipulations of the third-party manufacturers, insofar as they do not explicitly differ in a quote or product specification applied by TimeTool AG.

7. SOFTWARE LICENCE

7.1 Under the following conditions, TimeTool AG shall issue the CLIENT with a limited, personal, non-transferable, non-exclusive licence for use, with no time restriction, for the ordered and paid up software products (i.e. specific versions of computer programs in machine readable binary codes/object codes), as well as for the associated material (documentation, if described, disks, CDs)

Newer versions and changes to software, later provided by TimeTool AG, are also subject to this licence and stipulations for use.

7.2 In the absence of a different provision in the TimeTool AG offer, or in the software product description, the use of the software is only permissible for the CLIENT and in the central processing unit designated in the contract. The licence authorises the use of the software product, pursuant to the provisions and according to the type of licence issued; reworking requires the written agreement of TimeTool AG. In this respect, the software may only be copied or transmitted via a network on another system, as this is required for operation in accordance with the licence and/or for the purpose of archiving and security. All copies permitted for internal purposes must contain any copyright notes and other references to the intellectual property rights over the original TimeTool AG or third party manufacturer's data media and may not be changed or supplemented.

7.3 For software products by TimeTool AG, the type of use may be deduced from the product number, as well as from the corresponding software product description and the transcription of the software domain, dependent on the type of licence. Possible types of license are hereby: capacity licences, personal licences, user-limited licences, user-independent licences for operating systems, workstation licences, file and application server licences and update licences.

7.4 The right of use awarded to the CLIENT exclusively relates to the software in the object code. Even after undertaking legally permissible adaptations authorised in writing, the software shall remain subject to these conditions.

On request, TimeTool AG shall deliver to the CLIENT those parts of the source codes, which contain the information necessary for producing the interoperability of an independent program, insofar as its legitimate interests are not violated. Moreover, the CLIENT may not use any procedure to recreate the source code or parts of it from the object code, or to obtain knowledge of the design or the creation of the software.

7.5 The CLIENT must always run accessible records from TimeTool AG, containing the licensed software; including the respective version, the place where it is situated and the number of copies created.

7.6 A licence issued by TimeTool AG for operating system software is only transferable with the prior written consent of TimeTool AG - who will not refuse without good reason - and on payment of an administration fee. Software licences for other software are not transferable. This provision also applies in any case of CLIENT bankruptcy.

7.7 The provisions for software products from third-party manufacturers (external software) shall conform to the provisions of third-party manufacturers, unless explicitly in a quote or product specification applied by TimeTool AG.

7.8 All further use of these provisions is prohibited. On any breach of these provisions, TimeTool AG is entitled to revoke the authorisation for use granted to the CLIENT, without invoking any claim to reimbursement of the license fees.

8. USE AND MONITORING

The CLIENT shall be responsible for the use, service, maintenance and monitoring of the hardware and software, for its use, and for the security and recovery of data and software, as well as for the provision of back-up solutions, personnel training and reviewing the results of using the hard- and software.

9. GUARANTEE OF PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

TimeTool AG is not liable for infringements of trademark rights resulting from the use of products provided by TimeTool AG in combination with other products. The CLIENT will exempt TimeTool AG from third-party claims in the case of any breach of intellectual property rights.

10. INTELLECTUAL PROPERTY

TimeTool AG possesses intellectual property rights over all documents and papers entrusted to the CLIENT, regardless of their form. Copies of any kind may only be made with the written agreement of TimeTool AG. The CLIENT shall hold TimeTool AG blameless in the event of any breach of this provision.

11. CONFIDENTIALITY

11.1 TimeTool AG shall instruct its employees to treat all CLIENT information related to its business operations, which is specifically characterised as 'confidential' and made available to TimeTool AG for the fulfilment of the contract, with discretion and care and not to make it accessible to third parties.

11.2 The quotes, documentation, plans and other material associated with the delivered products and provided by TimeTool AG for the CLIENT may not be made available to third parties without the consent of TimeTool AG. The CLIENT shall undertake to maintain the confidentiality of the content of these materials, as well as any information in this regard. For hard copies of documents, the express written agreement of TimeTool AG is required.

12. EXPORT RULES

12.1 The delivery of products and provision of services (e.g. guarantee/warranty) are subject to Swiss and US export regulations. TimeTool AG cannot be held liable for any delays to its service provision that result from compliance with Swiss and US export regulations. For re-export, prior authorisation from the US Department of Commerce or from the Import and Export Division of the Federal Department of Economic Affairs is necessary, which the CLIENT must procure. This condition bypasses the CLIENT on delivery and must be conveyed in writing on being passed on to the purchaser. The CLIENT is ready to support TimeTool AG in complying with the provisions indicated.

12.2 In the event of a threatened or actual breach of export regulations perpetrated by the CLIENT, TimeTool AG is entitled to discontinue its service provision.

13. DATA PROTECTION

In the context of the business relationship with the CLIENT, the collection and processing of personal information is unavoidable. The CLIENT hereby issues its approval and agrees that TimeTool AG can undertake company-wide data-processing (e.g. in contact with supplier plants) and also transfer data abroad and/or to third parties.

SERVICE PROVISION

In the meaning of this contract, TimeTool service provision may include: Project management and analysis in the area of data-processing, programming, installation and instruction for IT applications.

1. ORDER

In the above-mentioned context, TimeTool service provision shall be specified in individual contracts. By signing an individual contract, the CLIENT enters into an agreement to provide the corresponding services, based on the General Terms and Conditions.

2. DOCUMENTATION

All individual documents developed by TimeTool AG for the CLIENT, including the program documentation for individual software, shall belong to the CLIENT.

3. EXPLOITATION RIGHT

On its own behalf and for third parties, TimeTool AG is entitled to evaluate the knowledge acquired on provision of services, without being obliged to compensate the CLIENT. The provisions of Point 4 shall hereinafter remain reserved. TimeTool AG is especially entitled to develop applications for third parties, which are the same or similar to those created for the CLIENT.

4. CONFIDENTIALITY

TimeTool AG shall instruct its employees to treat with discretion and care, all CLIENT information indicated in writing as confidential, which relates to the CLIENT's business operations and is made available to TimeTool AG in the context of this contract, and not to make it accessible to third parties.

5. INTELLECTUAL PROPERTY

TimeTool AG possesses intellectual property rights over all documents and papers conveyed to the CLIENT, regardless of their form. Copies of any kind may only be made with the written permission of TimeTool AG. The CLIENT shall consider TimeTool AG blameless in the event of a breach of this provision.

6. PRICES

The services to be provided by TimeTool AG can be agreed in the separate contracts after cost estimates or expenditure, or else as a fixed lump sum. Travel costs shall be invoiced at the applicable hourly rate and expenses, at cost.

7. PAYMENT CONDITIONS

The compensation owed by the CLIENT for the provision of individual services shall be in accordance with the current status of the pending work and is to be paid for net within 10 days of the invoice date.

8. DUTY OF PERFORMANCE

TimeTool AG shall undertake to provide the services delegated by the CLIENT, in a careful and competent manner. There are no further obligations on their part.

9. CREATION OF THE INDIVIDUAL SOFTWARE

In the event that TimeTool AG has an obligation to the CLIENT to provide programming services, the following provisions shall apply:

9.1 ANALYSIS

The CLIENT shall provide the qualified persons and any information which TimeTool AG software specialists require to create the detail concept (= programming requirements).

9.2 PROGRAMMING AND TESTING

TimeTool AG shall create the program according to the programming requirements of TimeTool AG, or if need be, the CLIENT's programming requirements and undertake all functional tests at TimeTool AG or with the CLIENT. For this purpose, the CLIENT shall make their own IT system available.

9.3 DELIVERY AND TESTING

The CLIENT shall undertake to accept the programs provided; to test them immediately with their own, practically orientated data, and to report any errors in writing to TimeTool AG, as an attachment to full error documentation.

9.4 WARRANTY

TimeTool AG shall undertake to resolve any program errors reported and documented in writing during a period of six months from the service provided by the CLIENT, within a reasonable period.

Error remediation shall not be conducted free of charge, if:

- this is not provided for in the specifications provided on placing the order;
- it becomes necessary due to force majeure, especially the effect of natural occurrences;
- it arises due to inadequate organisation of the IT system;
- it arises due to operating errors or careless handling;
- it is caused by interference in the program, which has not been authorised by TimeTool AG, or by a loss of programs or data.

Work is also excluded from the obligation to provide maintenance free of charge, if it is to adapt the program to an altered system configuration, which does not originate with TimeTool AG, or if new application requirements are necessary. Following the expiry of the guarantee, the CLIENT shall be solely responsible for all documentation and programs created in connection with individual or customised software.

SOFTWARE MAINTENANCE

1. SUBJECT MATTER OF THE CONTRACT

In the context of this Software Maintenance Agreement, TimeTool AG shall take over the support and maintenance of the software installed for the CLIENT.

In particular, these software products are noted in a separate contract. In signing the separate contract, the CLIENT places an order for maintenance, based on the General Terms and Conditions. The type and scope of the respective services are explicitly listed as follows. Restrictions, extensions and changes to the service obligations of both parties can be carried out by mutual agreement. They require the written form and must be contained in an individual contract.

2. SCOPE OF PERFORMANCE

2.1 PLACE OF PERFORMANCE

The place of performance is the contractual site of the installation of the software products, pursuant to Point 1. Services may be rendered by phone.

2.2 NATURE OF PERFORMANCE

TimeTool AG shall undertake to render the following services:

- a) Hotline
TimeTool AG provides CLIENTS with information over the phone and support with identified errors or interruptions to operation, so long as there are possibilities for circumvention. In addition, advice and help with other problems is guaranteed - such as those caused by an operating error, or by misleading, overly technical expressions in the documentation.
- b) Error identification/remediation
TimeTool AG shall test the regulatory hard copy error reports received from the CLIENT and provide the CLIENT with the available software updates, or information on the status of the software updates.
- c) Software Updates
For changes and enhancements that lie within the context of the existing program, the CLIENT shall be ceded the new program levels.
The application software is subject to ongoing state-of-the-art improvements and amendments. Such updates are made in response to new functional requirements, error correction, etc. and are to be provided for the CLIENT, either in machine-readable or written form (together with any documentation).
The CLIENT shall be kept informed of any innovations and enhancements to the program involved, as well as of any resulting modifications which need to be undertaken. For the respective program level, TimeTool AG shall provide the relevant documentation. Each change made to the program shall be documented and archived.
The CLIENT is obligated to pass on to its employees any know-how transferred to it by TimeTool AG, or to arrange any desired retraining from TimeTool AG.
Extensions shall be offered separately with each new status, subject to a fee.
The installation of software updates via TimeTool AG shall be invoiced at cost.
- d) Security Service
TimeTool AG shall update and store the user program, any changes made to it, and the relevant

documentation. In terms of damage to the program installed with the CLIENT, a copy of same shall be provided for the latter.

With the security measures regularly undertaken by the CLIENT, the data can be relaunched relatively quickly and the old version restored.

- e) Remote Diagnosis

Insofar as it has been agreed, TimeTool AG shall provide support services in remote operation with a dial-up connection, whereby the CLIENT makes the required infrastructure available, pursuant to the requirements of TimeTool AG (dial-up, modems, security locks, Crypto Coder, etc.).

2.3 PERFORMANCE PERIOD

- a) Service On-call Time

TimeTool AG shall provide the services forming the subject of this contract during the periods of availability of technical services, from Monday to Friday, 08.30 am to 11.30 am and 02.00 pm to 04.30 pm, with the exception of any national holidays that may apply to the TimeTool AG registered office or its branch services, or for a specifically agreed period. The services are limited to a maximum of 1 hour per day, with a total of 10 hours per month.

- b) Response time

TimeTool AG shall provide the services forming the subject matter of this contract, while the stand-by time is subject to an initial telephone response time of an average of six hours per case.

3. ADOPTION OF THE CHANGES

The CLIENT shall undertake to adopt and implement the changes and enhancements delegated by TimeTool AG for its own use. It shall assume responsibility for this. Any participation that is requested from employees of TimeTool AG for the integration of the system shall be remunerated with the respective applicable service provision clause.

4. AUTHORISATION FOR TRANSFER

The existence of written approval from TimeTool AG is a prerequisite for the referral by the CLIENT to a third party of changes and enhancements to the software package underpinning the Maintenance Contract.

The Client shall hold TimeTool AG blameless in the event of a breach of this provision.

5. DURATION OF THE CONTRACT

This Software Maintenance Contract is respectively concluded in principle until the end of the next full calendar year. The start of the maintenance shall be counted as the date of installation on the server. The contract shall be automatically extended for another calendar year, unless terminated no later than three months before its expiry. Termination must be carried out in writing. However, it may be terminated in writing at any time by both parties; in this case, the pro rata temporis payments already made in accordance with Point 7 shall be refunded. Should a minimum term be agreed, then the Client shall in any case owe all remuneration agreed for this contractual period (Point 6), in accordance with the payment conditions (Point 7), providing TimeTool does not terminate the contract.

6. REMUNERATION

For the contractual responsibilities of TimeTool AG, the CLIENT shall pay compensation, corresponding to the installation recorded in the individual contract (pursuant to Point 1). Should a minimum term be agreed, then full remuneration is payable as a one-off payment, with the conclusion of the contract and independent of the contractual period.

7. PAYMENT CONDITIONS

The payment from the CLIENT for maintenance services shall be made annually and in advance. The due date for payment is firstly the date the maintenance began (for the current calendar year); thereafter, respectively, 15 December of the past year. The deadline for payment is strictly net within 10 days. Should a minimum term be agreed, then TimeTool AG shall guarantee the one-off advance payment in six-monthly instalments, so long as the contract is not terminated. On termination by the client, the outstanding balance shall be payable immediately.

8. WARRANTY

The TimeTool AG guarantee for defective contractual service provision is restricted, if the corresponding defect is not remedied, despite several attempts - on the failure of new software exchange levels in the form of an exchange for an improved version - with the exclusion of further claims for the extraordinary termination of the above-mentioned contractual relationship, or in coordination with TimeTool AG over a reduction in the compensation. In the event of defective service delivery, pursuant to Point 2.2, sub-para. c) this shall be repeated without a separate payment.

The provisions of Point 6 of the contractual section, "Hardware Purchasing Contract and Software Licences" shall correspondingly apply.

The CLIENT hereby explicitly recognises the above-mentioned General Terms and Conditions, unless the individual contracts based on them specify otherwise **(please initial each page individually)**.

Client

Place	_____	Date	_____
Signature(s)	_____		_____
Name	_____		_____
Role	_____		_____

This version is a genuine translation of the German original text. The German original of this agreement has to be signed as well. In case of any discrepancies the German original text takes precedence over this version.