

# Annex A: Service Subscription

## of service master agreement no:

**204532-20415**

## 1 Subject

### 1.1 Purpose and Content

The Service Subscription provides the possibility for the customer to draw services at reduced rates from SKyPRO. Depending on the quantity of hours that are purchased with the Service Subscription in advance, the hourly rate is reduced according to paragraph 2

## 2 Subscription and Charges

### 2.1 Hourly rates and day rates

Our qualified employees are grouped in five categories. They are based on the following rates:

<i>type of service</i>		<i>hourly rate</i>	<i>daily rate</i>
Network Technicien (TEKO, SIK etc.)	CHF	195.00	CHF 1'560.00
Developer (C++, Java, XML etc.)	CHF	225.00	CHF 1'800.00
Certified System Engineer	CHF	225.00	CHF 1'800.00
Project Leader	CHF	255.00	CHF 2'040.00
Consultant	CHF	295.00	CHF 2'360.00

### **prices exclusive of VAT**

SKyPRO reserves the right to change the mentioned rates with an advice time of 1 month.

## 2.2 Services Subscription

The customer purchases in advance service hours for specific tasks at SKyPRO. These hours paid in advance can be applied for each kind of services and categories of employees. The rate bases on the hourly rate of a certified technician.

<i>choice</i>	<i>hours</i>	<i>regular rate</i>	<i>net rate</i>	<i>savings</i>	<i>discount</i>
	40	9'000.00	8'640.00	360.00	4.00%
	80	18'000.00	16'920.00	1'080.00	6.00%
	160	36'000.00	33'120.00	2'880.00	8.00%
	320	72'000.00	64'800.00	7'200.00	10.00%
	480	108'000.00	96'100.00	11'900.00	11.02%

### prices exclusive of VAT

SKyPRO reserves the right to change the mentioned rates with an advice time of 1 month.

## 2.3 Multiplication factors

If the services are provided by an employee of another category, the hours are multiplied by the corresponding factor.

<i>type of service</i>	<i>hourly rate</i>	<i>factor</i>
Network Technicien	195.00	0.87
Devloper	225.00	1.00
Certified Engineer	225.00	1.00
Project Leader	255.00	1.13
Consultant	295.00	1.31

SKyPRO reserves the right to change the mentioned rates with an advice time of 1 month.

## 3 Standby and reaction time

### 3.1 Maintenance standby

The maintenance standby for the service hours that are purchased through this service subscription covers every workday of SKyPRO from Monday to Friday at a time from 8:00 to 12:00 and 13:15 to 17:15.

Within an additional Service Level Agreements (SLA) in Annex B, the contract parties can agree upon an extended maintenance standby time.

### 3.2 Reaction time

The conclusion of a service subscription does not guarantee a reaction time at all.

Within an additional Service Level Agreements (SLA) in Annex B, the contract parties can agree upon a guaranteed reaction time.

## 4 Charging

### 4.1 Invoice

The service subscription is invoiced in advance. The invoice is due within 30 days.

Provided working hours are not invoiced with the reduced hourly rate until the service subscription is paid completely.

### 4.2 Charging of services

The charging of provided service hours is done monthly or, on demand, after each service. The customer receives a statement about the remaining subscription service hours monthly. Claims against a statement must be submitted within 10 days. Thereafter, the invoice is considered as accepted.

### 4.3 Working hour

The regular working hour for SKyPRO employees is 8 (eight) hours per day from Monday to Friday, in consideration of legal holidays at the operation site. Services beyond these periods are subject to special rates. The provided service hours are charged against the service subscription. Working hours beyond the office hours are multiplied by the factor corresponding to the table below.

operating time	factor
Monday – Friday 06:00 – 20:00	1
Monday – Friday 20:00 – 23:00	1.25
Monday - Thursday 23:00 - 06:00	1.5
Friday 23:00 – Saturday 23:00	1.5
Saturday 23:00 - Monday 06:00 (and federal holidays)	2

### 4.4 Express services

An express service is a service on site or via remote maintenance through a SKyPRO technician within four hours. There is no guarantee that SKyPRO is able to provide this express service. Express services without conclusion of a supplementary Service Level Agreement (SLA) are charged with two additional hours.

If the customer demands a guaranteed express service without conclusion of a Service Level Agreement, the following global fee applies:

Monday 8:00 – Friday 18:00	750.-
Friday 18:00 – Monday 8:00	1'500.-

## 4.5 Travel time

Travel time is classified as working time and is charged against the service subscription unless the daily rate is applied.

## 4.6 Calculation sample

Call Thursday 16:00 for an express service without Service Level Agreement. Afterwards one of our technicians is in service from 17:30 to 22:00. The charging of the hours with your service subscription applies as follows:

Service:	17:30 - 22:00	4.5 hours (travel time included)
Standard rate:		17:30 – 20:00 = 2.5 hours
Evening supplement: x1.25		20:00 – 22:00 = 2 x 1.25 = 2.5 hours
Subtotal:		2.5 hs. + 2.5 hs. = 5.0 hours
Express supplement:	3.57 hours	5.0 hs. + 3.57 hs. = 8.57 hours

### ***Charging with service through certified technician:***

MCSE	1.0 x 8.57 hours	8.57 hours charged against the subscription.
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### ***Charging with service through network technician:***

Technician	0.87 x 8.57 Stunden	7.46 hours charged against the subscription.
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## 5 Stipulations

### 5.1 Beginning

The service subscription becomes effective with the incoming payment for the purchased hours. Hours that are provided before cannot be charged against this service subscription.

### 5.2 Duration

The service subscription is valid for 24 months, beginning with the date of the purchase. Hours, which are not drawn until this point in time forfeit.

### 5.3 Expiry

If the current service subscription expires and no new subscription has been purchased before, working hours that can no more be charged against the service subscription are charged with the normal hourly rate of SKYPRO that is valid at that time.

#### 5.4 Transferability

The service subscription is not transferable to other companies or persons.

#### 5.5 Final Terms

The customer confirms with the signature of this appendix that he has taken note of its content and that he agrees to it.

Cham, 04.10.2016

Customer

SKyPRO

Location, Date: \_\_\_\_\_

Stamp / Signature: \_\_\_\_\_