



Agreement

Master Agreement for IT Service

Contract No.
204532-20415

between

Customer

Street
CH-Zip City
(hereafter called customer)

and

SKyPRO AG
Gewerbstrasse 7
CH-6330 Cham
(hereafter called SKyPRO)

1 Subject of the contract

1.1 Purpose

This Master Agreement for IT services describes the terms and conditions under which consultants and systems engineers of SKyPRO will provide services to the customer or its subcontractors.

1.2 Components

All annexes attached to this contract are integrated components of the contract.

1.3 Place of Fulfillment

Places of fulfillment are defined in the corresponding annexes.

2 Definitions

2.1 Maintenance Standby Time

The maintenance standby time defines the time frame during which service requests can be claimed from SKyPRO. All service requests have to be addressed to SKyPRO's call center. Direct calls to a technician can be approved from there.

2.2 Reaction Time

Reaction time defines the time in working hours between the notification of a failure to the call center and the arrival of a SKyPRO technician on-site, or the start of a remote maintenance session by a SKyPRO technician. Section 2.1 above, Maintenance Standby Time, defines the hours that are considered valid as working hours.

2.3 Working Time

Working time is defined as the period in which a SKyPRO employee works for the customer, either on-site or remote. The regular working hours for SKyPRO employees are 8 (eight) hours per day from Monday to Friday, with consideration for legal holidays at the operation site. Services beyond these periods are subject to special rates.

2.4 Travel Time

Travel time is defined as working time.

3 Responsibilities

3.1 SKyPRO

Employees of SKyPRO support the customer with all their knowledge and experience regarding information technology, communication and organizational issues.

SKyPRO endeavors to provide each customer with the same team members for the duration of a particular individual order, but reserves the right to replace one or more team members with alternate, appropriately qualified employees as needed.

3.2 Customer

The customer is required to fulfill the following responsibilities:

1. Granting SKyPRO access to IT installations and locations, program libraries, and to any data, as required for the service.
2. Providing a workplace, workstation and access to the network to the SKyPRO technician. Or, alternatively, providing a connection to the network, granting access to the network for the SKyPRO technician with their own laptop.
3. Remote access to systems when guaranteed reaction times are needed.
4. Generation of documentations about exceptional situations and error messages, to assist in troubleshooting.
5. Nomination of a contact person for SKyPRO, who is authorized to carry out binding decisions and instructions.
6. Supporting SKyPRO regarding troubleshooting and bug fixing.

Possible further responsibilities are defined in the annexes.

4 Contract Period

4.1 Beginning

This contract and each annex will apply as soon as it has been signed by both parties, and when the corresponding payment has been received.

4.2 Duration

This contract is valid for a duration of at least 12 months. Without written cancellation of one or both parties, the contract duration renews automatically for another year.

4.3 Cancellation

This contract can be cancelled following the initial 12 month period, at the earliest. The cancellation period is 3 months for both parties.

5 Fees

5.1 Charges

For provided services, the currently valid SKyPRO hourly rates, or the rates of the valid service subscription apply.

5.2 Expenses and Extra Charges

Reported expenses and extra charges (data carriers, copies, postage, etc.) are charged to the customer.

5.3 Taxes and Duties

Taxes and duties that are imposed upon the conclusion or fulfillment of this contract, respective of their raises, are at the expense of the customer.

5.4 Invoice

Services on Time and Material basis are invoiced monthly. The valid rates or service subscriptions apply. Lump-sum fees are charged according to the terms declared in the annexes.

5.5 Terms of Payment

Invoices from SKyPRO are payable net within 30 days. Without a claim from the customer within 10 days, an invoice counts as accepted.

5.6 Delay of Payment

If the customer delays payment, SKyPRO has the right to impose a delay interest of 1% per month, as soon as the payment is 20 days overdue. SKyPRO may announce a possible cessation of services for the duration of the delay in advance, in written form.

6 Liability

6.1 System Failure

SKyPRO is not liable for costs that arise for the customer from a system failure, or from the failure of part of a system. SKyPRO does not guarantee a time frame for the transfer of a faulty system into a working system.

Any liability for SKyPRO, or third parties consulted by SKyPRO, for further direct or indirect damages is explicitly excluded.

6.2 Data Loss

SKyPRO is not liable in any way for damages to, or loss of data or documents that are provided to the customer in the context of this task. It is the customer's responsibility to ensure that corresponding backup copies exist. The customer is obligated to protect SKyPRO and indemnify it in case of claims by third parties that result from SKyPRO services, according to the customer's instruction.

6.3 Obstruction

SKyPRO is not liable if it is precluded from fulfilling its benefits in time, or appropriately, by reasons beyond its control. The time-limits scheduled for the fulfilling of the contract will be prolonged for the duration of the events causing the delay.

6.4 Direct Damages

SKyPRO will only be liable for damages caused directly by SKyPRO as part of fulfilling this task, up to the lump-sum costs claimed within one year, but at most with a total sum of CHF 50,000, per case of damage.

7 Enticement

The terms of employment for SKyPRO employees are not influenced by the assignment at the customer. The customer commits hereby, not to contract employment, or enter into a corresponding legal relationship with a SKyPRO employee, during this service contract and for one year thereafter, without written agreement from SKyPRO.

In case of violation, the customer is obliged to pay a compensation to SKyPRO of CHF 50,000 for each single case, in terms of a contract penalty. The assertion of further claims remains reserved.

8 Confidentiality and rights

8.1 Confidential Information

With the inception of an individual order, both parties are given access to the confidential or copyrighted information of the relative partner. This information is called hereafter "confidential information".

8.2 Non-Confidential Information

Non-confidential information is information that are part of publications; or that have already been property of one party and have not been gained by the other party directly or indirectly, or that have been developed by one party independently.

8.3 Obligation to Maintain Confidentiality

The customer and SKyPRO commit that they will not grant access to any confidential information of the partner to third parties for the duration of the contract, or after its expiration. Both parties obligate themselves to use any confidential information exclusively to fulfill the individual order, and to take attentive care that they will not be passed to other persons or to the public.

The obligation to maintain confidentiality continues after the termination of the contract in the previous range.

8.4 Rights

Ideas, concepts, experiences and methods regarding the treatment of information technology that have been developed by SKyPRO employees, alone or in cooperation with the customer's employees, fulfilling the services of this contract, belong to both parties together and can be disposed in any order.

8.5 Data Access

The customer is responsible for the granted access to corresponding data for works that take place on the computers of the customer.

If services have to be executed on SKyPRO's own computers with direct link to the customer's computers, both parties have to take all measures to avoid unauthorized access to the customer and SKyPRO's data processing systems and data.

9 Final terms

9.1 Written Form

All changes and additions to this contract and any annex have to be carried out in written form and with reference to this contract; they have to be signed by both contract parties in legal and binding form. Until this point of time, both parties may retreat without financial consequences.

9.2 Partial Nullity

If individual parts of this contract or its annexes are made null or void, the rest of this contract is not affected. The contracted parties will then interpret and formulate the contract, in a way that allows the aim of the parts that are null and void to be achieved as closely as possible.

9.3 Transmission of the Contract

This contract, and any annex, or single rights and duties, may be transferred to third parties only with preceding written agreement of the other contract party, whereupon such an agreement may not be rejected without reason.

9.4 Offsetting

The offsetting of demands of the customer with receivables of SKYPRO's requires written agreement of both contract parties.

9.5 Valid Settlement

Both contract parties commit to make an attempt to find an out-of-court settlement before a reference to the court in case of disagreements, and to grant the opponent at least enough occasion to compose a written statement.

9.6 Applicable Law

This contract and any annex is subordinated to Swiss law.

9.7 Jurisdiction

The exclusive jurisdiction for all disputes that occur as a result of this contract or annex is Zug (CH). The customer dispenses explicitly with the jurisdiction at his company location that is entitled to him.

9.8 Final Terms

The customer confirms, with the signature of this contract, that they have reviewed its content in its entirety, and that they agree to it.

Customer

SKyPRO

Location, Date: _____

Name print: _____

Stamp/Signature: _____