

# GENERAL TERMS AND CONDITIONS OF SKYPRO

## 1. General

All services, sales, deliveries and project planning of SKyPRO AG are fully subject to these conditions, which form an integral part of the supply contract. Changes and additions must be in writing; deviating provisions of the customer are only valid if they are confirmed by us in writing. SKyPRO is hereby informing Micro Focus systems integrators and partners on the offerings targeting customers from the academic sector. Effective immediately SKyPRO's ALA and SLA pricing is available to all Micro Focus customers.

## 2. Offers

Our offers are limited in time according to the information in the offers. If where is no deadline specified, the dispositive legal norms of the Swiss Code of Obligations will apply.

## 3. Order issue

By accepting the order confirmation, the CUSTOMER entrusts SKyPRO AG to provide the services specified therein.

## 4. Goods delivery

The order confirmation is decisive for the scope and execution of the delivery. Services that are not included in this fee will be charged additionally. Design changes to the order are allowed if the products perform the same functions. However, the supplier has no obligation to make such design changes to already delivered products.

## 5. SKyPRO Services

The SKyPRO employees support the CUSTOMER with their knowledge and experience in IT, telecommunications and organizational issues. After prior agreement with the CUSTOMER, SKyPRO AG is entitled to involve qualified third parties for the implementation of services. The regular working hours of SKyPRO employees are 8 (eight) hours a day, Monday to Friday, taking into account public holidays at the place of work. Operations outside these time zones are considered as special approaches. SKyPRO AG does its' best to provide the customer with defined employees for the duration of the individual order but reserves the right to replace the employee (s) with suitably qualified employees. The time that the SKyPRO AG employee works or is available to the CUSTOMER is considered as working time. Journeys from the SKyPRO AG location to the place of work are generally considered as working hours, unless other agreements have been made in writing.

## 6. CUSTOMER Services

The CUSTOMER shall provide SKyPRO AG with all available information, facilities and other support required for the provision of the contractually agreed services free of charge as far as non-contractual obligations to third parties are violated thereby and ensures sufficient access to a temporally available system environment which is appropriate to the task. The CUSTOMER grants the SKyPRO employees the right of access to the premises, which must be used for the performance of the services. The CUSTOMER appoints a contact person authorized to SKyPRO AG to make binding decisions and instructions.

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## 7. Prices

Our prices are sales prices excl. VAT ex warehouse Cham. Prices deviating from this rule are precisely defined in the respective contracts. Unless otherwise agreed in writing, the following shall apply to price changes which take effect between the placing of an order and delivery by additional surcharges (tax and levies), tariff increases or currency fluctuations: For price reductions, the new, lower selling price shall be charged. For price increases is applied the increased selling price. The respective approaches for services correspond to the tariffs of SKyPRO AG valid at the time of signing the order. If additional expenses are caused by reasons for which the CUSTOMER is responsible or caused by SKyPRO AG's services which were indispensable for the success of the project and which could not be foreseen, these may be charged additionally. Travel and accommodation expenses will be invoiced to the customer at the expense, unless other regulations have been defined in writing. The CUSTOMER and SKyPRO AG agree to charge each other only in writing recognized or judicially determined counterclaims.

## 8. Payments

All invoices are payable according to the information on the invoices, unless other terms of payment have been agreed in writing. Invoicing of services shall be carried out on a monthly basis in accordance with the SKyPRO work reports, which have been agreed upon by both parties, unless other conditions have been agreed in writing. Other than, the terms of payment mentioned here are determined according to the contracts already mentioned in Art. 7. Default interest on non-payment will be charged from the date of maturity of the claim to an interest equal to the rate of unsecured current account credit to commercial customers (including commission) of Credit Suisse.

## 9. Delivery time

We will always endeavor to meet the delivery times we specify, even in the event of unforeseen difficulties, but we cannot assume any legal warranty for them. This applies in particular to cases of force majeure, strikes, and delays in delivery by our suppliers. Partial deliveries are permitted and will be charged.

## 10. Security

If we can reasonably believe, when ordering, that the customer is unable or has experience of having difficulty meeting the financial obligations, we are entitled to demand the provision of a security or a down payment; is such a security resp. Down payment not made within the time limit, we are authorized to dissolve the contract.

## 11. Cancellation

Order cancellations require our consent; already incurred costs are to be borne by the customer. Time-limited orders must be called within the agreed period; otherwise we arrange and settle the remaining delivery.

## 12. Goods transport

The goods travel at the risk of the buyer. Incorrect or defective deliveries must be reported within 5 days to the carrier (train, mail, etc.) as well as to the supplier. Returns of goods, be it with repairs or with wrong consignments may take place only in original packing, otherwise no liability is taken over.

### 13. Retention of title

The products supplied by us remain our property until full payment of the purchase price; the customer agrees to assist us as much as possible in maintaining ownership. Before full payment, the customer is not allowed to dispose of the products (for example, through resale or pledging).

### 14. Rights to work results

Ideas, concepts, experiences and methods related to IT processing developed by the SKyPRO personnel in the provision of services under this contract, either alone or in collaboration with the customer's employees, are common to both parties and may be used freely.

### 15. Warranty

For sales of goods, we provide a guarantee in accordance with the warranty conditions of the manufacturer valid at the time the contract was concluded. Unless otherwise agreed, we provide a part warranty for a period of 12 months after delivery. SKyPRO AG guarantees that the services rendered comply with generally accepted industry standards. A further guarantee is expressly excluded. SKyPRO AG is liable for direct damages culpably caused by the fulfillment of this order by SKyPRO AG in the amount of the order in question, but not exceeding the total amount of CHF 50'000.-. Any liability of SKyPRO AG or third parties called in by SKyPRO AG for further direct or indirect damages is expressly excluded. In no event shall SKyPRO AG be held liable for any damage or loss of data or documents made available to the CUSTOMER in connection with this order. It is up to the customer to ensure that backup copies are available. The CUSTOMER undertakes to protect the SKyPRO AG and to indemnify it in the case of third-party claims resulting from the SKyPRO service according to the instructions of the CUSTOMER.

### 16. Maintenance

As part of our services, we offer individual maintenance contracts at the customer's request.

### 17. Early dissolution

In the event of the occurrence of unforeseen reasons that make the provision of our services impossible or excessively difficult (force majeure, strikes, etc.), we are entitled to dissolve the contractual relationship prematurely. The remaining grounds for termination remain reserved. In the event of premature termination of the contract, the services rendered will be invoiced; further claims can't be asserted either by us or by the customer.

### 18. Re-export

For most products (data processing machines and licensed programs), re-exports are prohibited under a commitment to the Import and Export Section of the Federal Department of Economic Affairs or permitted only after receipt of a special export license. This obligation is hereby transferred to the customer, and is to be transferred to the respective buyer in case of a possible resale.

### 19. Data access

For work that takes place on the computers of the CUSTOMER, the CUSTOMER assumes the responsibility for the authorized access to the relevant data. Should work on SKyPRO AG's own computers with direct connection to computers of the CUSTOMER be carried out within the framework of this order, all measures of both sides must be taken to prevent unauthorized access to the computing systems and data of the CUSTOMER and the SKyPRO AG.

## 20. Confidentiality

By entering into an order, both partners can gain access to confidential or proprietary information of the respective partner. This information is hereinafter referred to as “confidential information”. Not confidential is information that is part of a publication; or were in the prior possession of one party and were acquired by the other party neither directly nor indirectly; or independently developed by a party. The CUSTOMER and SKyPRO AG agree that they will not make any confidential information of the Partner available to third parties for the duration of this order and after it has expired. Both parties undertake to use the confidential information solely for the purpose of fulfilling this contract and to take care to ensure that it is not disclosed to any other person or to the public.

## 21. Liability

In no event shall we be liable for damages resulting directly or indirectly from operation, use, possible malfunctions or breakdowns. In particular, any liability for consequential damages such as loss of profit, compensation claims of third parties or damage to recorded data is excluded.

## 22. The SKyPRO employees

The employment relationship of SKyPRO employees is not influenced by their work with the CUSTOMER. The CUSTOMER undertakes not to enter into any employment relationship or similar legal relationship with a SKyPRO employee for the duration of the service contract and within the following year, without the written consent of SKyPRO AG, which is not refused without good reason. In the event of a violation, the CUSTOMER is obliged to pay SKyPRO AG compensation in the amount of CHF 50'000.- per individual case in the sense of a contractual penalty. The assertion of further damage remains reserved.

## 23. Law and Jurisdiction

For any disputes, only Swiss law is applicable. Place of jurisdiction is Zug. However, we reserve the right to operate or sue the customer at any other competent location.

## 24. Final determination

The contract and its annexes finally regulate all applicable provisions for computer science services. Oral agreements are not binding. Rights under this contract may be assigned only with the prior written consent of the partner. By acknowledging these terms and conditions, the customer confirms that he agrees. Reserved, even after taking note of these provisions, agreements that have come about by mutual written statements of intent.