

General Terms and Conditions (GTC)

General Terms and Conditions for the sale of hardware, the licensing of software and the provision of services by Boss Info and its affiliated subsidiary companies (bossinfo.ch AG und bossinfo.com AG, hereinafter referred to as "BI").

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1 Scope

These General Terms and Conditions ("GTC") apply to all sales of hardware products and licensing of software products ("Products") and provision (Leasing) of software products and cloud infrastructure (Services), as well as the provision of services by BI. They form an integral part of all future individual contracts between BI and the Customer in this regard.

2 Contract conclusion

2.1 Purchase contracts, licensing contracts ("Individual Contracts") and service contracts ("Individual Orders") shall be concluded upon mutual signature of a valid product order or description of the Service to be provided, respectively, under the terms of these GTC. The contracting parties recognize electronically transmitted business correspondence as equivalent to written and signed documents. Verbal orders are considered valid up to an order value of CHF 3,500.00. Service contracts, contracts for the delivery and/or adaptation of software and contracts regarding implementation projects for software and parts thereof shall always be construed as simple orders pursuant to the Swiss Code of Obligations Art. 394 et seq.

2.2 The following fees will be charged for changes or cancellations of Products or Services already ordered:

- up to 3 months before delivery date or start of Service	0%
- up to 2 months before delivery date or start of Service	10%
- up to 1 month before delivery deadline or start of Service	25%
- up to 1 day before delivery deadline or start of Service	50%
- at or after the start of Service	100%

The percentages relate to the total volume of Products or Services ordered.

3 Delivery and installation of Products and Services

3.1 Products are delivered to the Customer's delivery address as specified in the Individual Contract. Shipping costs and packaging will be invoiced separately. With the shipment of the Products, which are confirmed by the Customer on the delivery note, the benefits and risks are transferred to the Customer. The transport risk lies with the Customer.

3.2 BI endeavors to meet specified delivery deadlines. However, these always represent planned dates with no delays. If a delivery is delayed by more than one month for reasons for which BI is responsible, the Customer is entitled, to the exclusion of further claims against BI, to withdraw from the order for the delayed Products after the expiry of a reasonable grace period, by means of registered letter.

3.3 Unless otherwise expressly stipulated in the Individual Contract, installation is not included in the contract price and is the responsibility of the Customer.

3.4 When BI carries out the installation, the Customer is responsible for ensuring the necessary prerequisites in its infrastructure (hardware, software, environmental conditions). Acceptance shall be deemed to have been given as soon as the tests provided for by BI have been completed successfully and the Customer has signed the corresponding acceptance protocol. If, for reasons beyond BI's

control, the acceptance protocol is not signed within 30 days of delivery or if the Customer uses the solution productively, the Products and Services shall be deemed to have been installed and accepted as ready for operation.

- 3.5 BI reserves the right to make Product changes that do not affect the functionality of the subject matter of the contract. BI may make partial deliveries and invoice for them individually, unless such partial deliveries are not economically feasible for the Customer.

4 Provision of Services

- 4.1 BI shall provide the Services described in the respective service description under the direction and responsibility of the Customer. BI shall inform the Customer of any facts or circumstances that may threaten the provision of the Services ordered.
- 4.2 BI shall ensure that orders are completed accurately and with the care expected under generally recognized industry standards. The order shall be deemed fulfilled upon BI's indicated completion of the Services described in the Individual Order. The project status reports/project accounts delivered by BI shall be deemed accepted if no objections are reported within the agreed period.
- 4.3 Under its responsibility, BI is entitled to call in expert third parties to perform Services. If subcontractors are specified by the Customer, the Customer shall be responsible for their careful selection.
- 4.4 Unless otherwise stated in the Individual Contract, the regular working hours of BI employees shall be eight (8) hours per day, 8:00 a.m.–12:00 p.m. and 1:00 p.m.–5:00 p.m., Monday through Friday, with the exception of local public holidays applicable at the registered office of BI. Travel time is considered working time.

Where necessary, BI will also endeavor to provide support outside of regular working hours. In these cases, the following surcharges are applied to the respective hourly rate:

Hours	Weekdays	Saturdays	Sundays and public holidays
7:00 a.m.–8:00 p.m.	+ 0%	+ 50%	+ 100%
8:00 p.m.–7:00 a.m.	+ 50%	+ 100%	+ 150%

- 4.5 BI will, if possible, replace employees assigned to an Individual Order who are prevented from performing the same due to illness or accident, but cannot assume any liability for this.
- 4.6 Information in the Individual Order regarding dates and duration of an Individual Order are only indicative.

5 Obligations of the Customer

- 5.1 The Customer gives the necessary instructions to the BI employees and supervises their activities. It shall appoint a person responsible for providing binding information to BI. The Customer shall inform BI immediately of any deviations between the Service provided and the agreed Service.

- 5.2 The Customer shall provide BI with all data and information as well as, where applicable, facilities, access authorizations and parking spaces required by BI employees to perform the contractual Services, free of charge.
- 5.3 For the delivery and installation of application software, the Customer is required to provide remote access in order to enable efficient project handling.

6 Prices and payment terms

- 6.1 The prices, license fees and service rates can be found in the respective BI quote. If the information is not contained therein, the respective valid BI price list shall apply. The standard currency is the Swiss franc (CHF), unless explicitly stated otherwise.

The chosen urgency of the order influences the pricing. It always refers to the entire order:

- Reservation	Resource planning	valid hourly rate
- Normal	Implementation starts in 6 months	valid hourly rate
- Urgent	Implementation starts in 3 months	valid hourly rate + 50%
- Express	Implementation starts in 1 month	valid hourly rate + 100%
- Exceptional	Implementation starts immediately	valid hourly rate + 150%

Resource planning here means that the Customer undertakes to purchase resources in an agreed number in advance on an ongoing basis.

- 6.2 If Services are provided outside of BI's premises, travel and catering expenses will be charged as flat rates or according to actual expenditure. Any overnight expenses and the associated catering expenses will also be charged to the Customer. If additional costs arise for BI during the performance of the order due to circumstances for which the Customer is responsible (e.g. due to non-fulfillment of the obligations to be performed by the Customer pursuant to section 5), BI shall be entitled to invoice these expenses separately.

- 6.3 Invoices are issued:

- a) for Products (hardware, licenses and maintenance contracts)
 - on conclusion of the contract
- b) for hosting and cloud services
 - on activation
- c) for maintenance contracts at contract renewal
 - 60 days before the renewal date
- d) for Services, unless otherwise stipulated in the Individual Order
 - 50% of the total order amount when the order is placed
 - 50% of the total order amount upon delivery

Additional services that have not been expressly agreed in the Individual Order will be charged monthly according to time and expenditure.

- 6.4 All invoices are payable within 30 days without deduction. If the payment deadline is exceeded, BI shall be entitled to charge interest on arrears in the amount of 2% above the standard current account interest rate for standard current account credits set by the Berner Kantonalbank. If payment demands

due to BI appear to be at risk or if the Customer does not settle due demands, BI may suspend further Services or demand advance payment.

- 6.5 Renewals of sublicense agreements pursuant to section 9.3 shall only be extended after receipt of payment by BI. The Customer shall bear the consequences, including additional costs, of non-renewal with the provider as a result of non-receipt or late receipt of payment by BI.
- 6.6 The prices include all legal charges such as customs duties and direct taxes incurred up to the place of installation of the Products or place of performance of the Services. Indirect taxes (VAT) are charged separately.
- 6.7 The parties shall offset claims only against counterclaims acknowledged in writing and shall not otherwise withhold any payments.

7 Retention of ownership

Until the purchase price has been paid in full, BI shall retain ownership of the hardware Products and other deliveries or Services. It shall be entitled to have its ownership of hardware Products as well as data carriers and documentation entered into the relevant register and/or to inform the lessor of the business premises thereof. If the Customer is in default of payment or if there are reasonable grounds to believe that the Customer will not be able to meet its payment obligations, BI shall be entitled, after expiration of a reasonable grace period, to withdraw from the contract, to repossess the Products concerned and to claim compensation for any damages incurred.

8 Warranty

- 8.1 BI guarantees that the hardware supplied is free from defects in material and manufacturing that materially impair the value or the Products' fitness for purpose. BI does not guarantee that the Products can be resold, or their suitability for a particular purpose. Technical data, specifications and quality descriptions issued by BI or the manufacturers only represent guarantees if they have been expressly confirmed as such by BI in writing.

Within the scope of the product warranty granted by the manufacturer, BI shall, in settlement of the Customer's warranty claims, remedy free of charge during its business hours any material and manufacturing defects in the supplied hardware that occur during the warranty period, replace defective parts and restore the functionality and properties warranted in writing. BI is also entitled to exchange entire hardware units for this purpose.

The contractually agreed warranty is excluded in the event of damage, malfunctions or circumstances for which BI is not responsible. For systems installed by the Customer, warranty claims require proof of proper installation.

- 8.2 In the case of software produced by BI ("BI Software"), BI guarantees that any documented and reproducible errors reported in writing, i.e. deviations from the written description of functionality, will be remedied free of charge within a reasonable period of time. BI reserves the right to provide the Customer with a newer version of the Software (updates and/or new releases) or to provide a workaround in lieu of remedial work.

- 8.3 Warranty claims for third-party software or cloud services supplied by BI are governed exclusively by the terms and conditions of the third-party manufacturer and must also be asserted by the Customer with the third-party manufacturer.
- 8.4 BI guarantees that BI Software delivered by it will perform the functions and services expressly guaranteed in writing, provided that the BI Software is installed on a system environment that meets the system requirements specified in the contract. If the warranted functions and services of the Software cannot be provided to a substantial extent, the Customer shall be entitled to demand a proportionate reduction of the prices for the BI Software after the expiration of a twofold grace period for rectification, which shall be based on the reasonable capacities of BI, to the exclusion of further claims for compensation. If these grace periods are not used by BI to remedy the defect, the Customer is entitled to withdraw from the contract, provided that the Customer has declared its intent to do so with the granting of the second grace period and the defect is such that it makes operation of the BI Software impossible. If it is disputed whether the defects concerned make the operation of the BI Software impossible, an expert shall decide in accordance with section 8.8.

If the withdrawal is valid, the Customer shall return the license and delete the Software, the latter after making a copy for BI. BI shall reimburse the Customer for the license fees paid, the fee for the Services rendered and any expenses incurred by the Customer on behalf of BI.

If the Customer does not carry out the acceptance test within an appropriate period of time despite a reminder or if it uses the results productively, the Service shall be deemed to have been accepted.

- 8.5 The warranty period is based on the information in the quote or the corresponding product specification. In the absence of a specified warranty period, a period of 12 months, or 3 months for spare parts, shall apply from the date of delivery.
- 8.6 In the event of warranty work being performed by an entity other than BI at the installation site, the Customer shall bear the costs and risks of transportation. Warranty claims by the Customer are excluded in this case.
- 8.7 If claims are asserted against the Customer due to alleged infringement of patents or copyrights recognized in Switzerland by BI Software, BI shall defend these claims at its own expense, provided that the Customer notifies BI thereof without delay and grants BI the sole authorization to independently conduct and settle the legal dispute and provides BI with the necessary support. In this case, BI shall assume the costs and compensation obligations or settlement payments legally imposed on the Customer. If the Customer is legally prohibited from using the products, BI shall, at its discretion, either procure for the Customer the right to continue using the Products, replace them or modify them in such a way that an infringement of property rights no longer exists, or take back the Software and credit the Customer the license price reduced by the usual depreciation. However, BI shall not be liable for any infringement of property rights resulting from the use of BI Software in connection with other products.
- 8.8 If there is a dispute between the parties as to whether the hardware or Software is defective within the meaning of section 8, in particular defects entitling the Customer to rescission pursuant to section 8.4, each of the contracting parties shall be entitled to demand arbitration by registered letter. The contracting parties shall agree in writing on a sole arbitrator within seven days, otherwise the president of the professional association Swico shall appoint an expert. The expert shall make the final decision as to the existence of a defect or a defect

that makes operation of the Software impossible.

9 Software license

- 9.1 BI grants the Customer a limited, personal, time-limited, non-transferable and non-exclusive license for use of the Software products ordered and paid for (i.e. specific version of computer programs in machine-readable binary code/object code, runtime version) and for the associated material (documentation as described, diskette, CD) in accordance with the conditions below. New versions or modifications of the Software and Software in the source code delivered by BI at a later date are also subject to these license and usage conditions.
- 9.2 Unless otherwise stipulated in BI's quote or in the Software product description, the use of the Software is only permitted for the Customer and only on the computer designated in the contract. A license transfer to other computers and/or licensees is only possible with the prior written consent of BI and is subject to a compensation obligation. The license entitles the user to use the Software product for its intended purpose in accordance with the type of license granted; modification requires the written consent of BI. The Software may only be copied or transferred to another system via a network to the extent that this is necessary for operation in accordance with the license and/or for archiving and backup purposes. The copies made in this way must contain all copyright notices and other references to the intellectual property rights of the original data carrier provided by BI or the third-party manufacturer and may not be modified or supplemented.
- 9.3 For third-party software products, BI acts only as an intermediary, unless otherwise agreed in writing ("Sublicense Agreement"). A software license agreement is concluded exclusively between the manufacturer and the Customer.
- 9.4 The right of use granted to the Customer relates exclusively to the Software in the object code. Even after the implementation of legally permissible adaptations or adaptations approved in writing, the Software remains subject to these conditions.
- 9.5 Since the Software contains protected knowledge and trade secrets of BI or the software manufacturer, the Customer may not use any procedures to recreate the source code or parts thereof from the object code or to obtain knowledge about the conception or creation of the Software. To the extent necessary to establish interoperability with other software, BI shall make available to the Customer, upon the Customer's request and solely for this purpose, the information available to it that is necessary for this purpose, unless such information is contained in the Software product description. The Customer will keep all information about the Software, the methods and procedures used confidential.
- 9.6 Time-limited licensed Software contains an electronic lock that renders the Software unusable when the set period expires. The Customer is expressly made aware of the consequences of this. It will observe this block and will not take any steps to remove it unlawfully. Upon expiration of the usage authorization, the Software (subject to an archive copy for the fulfillment of legal storage requirements) including media and documentation must be returned to BI.
- 9.7 Any use beyond these conditions is prohibited. In the event of a breach of these conditions, BI shall be entitled to revoke the rights of use granted to the Customer without entitlement to a refund of the license fees. The Customer is willing to

provide BI at any time with information about the use of the licensed Software in accordance with the contract (version, place of use, number of backup copies).

10 Liability

- 10.1 For damages arising as a direct result of an Individual Contract or Individual Order, BI assumes liability up to a maximum of the annual license fees or the annual order volume if BI is at fault.
- 10.2 BI excludes any liability for damages resulting from the non-fulfillment of contractual obligations on the part of the Customer, for damages resulting from any test operation or the retrieval of data, as well as for indirect or consequential damages such as loss of profit or third-party claims against the Customer.

11 Use of the subject of the contract

The Customer shall be responsible for the selection, use, operation, maintenance and control of the hardware, Software, and Services obtained from BI, as well as for the backup of data and Software, the provision of fallback solutions, the training of its personnel and the verification of the results achieved with the contractual subjects or Services.

12 Rights to Service results

- 12.1 The Customer is entitled to freely use the Service results generated by BI for its own needs as well as to copy and reuse them. BI, however, reserves the intellectual property rights, in particular copyrights, for the Services rendered and documents handed over to the Customer in fulfillment of the Individual Order.
- 12.2 BI is entitled to use the Individual Orders executed for the Customer as a reference in its relations with other customers. The secrecy of confidential data and documentation belonging to the Customer shall be preserved.
- 12.3 The provisions of this section shall remain in force in the event of revocation, termination or after the fulfillment of an Individual Order.

13 Export regulations

- 13.1 The delivery of Products and provision of Services are subject to Swiss and U.S. export regulations. The Customer will not export the same without prior authorization from the U.S. Department of Commerce or the Import and Export Division of the Swiss Federal Department of Economic Affairs. BI cannot be held liable for delays in its Services resulting from compliance with U.S. export regulations.
- 13.2 In the event of an imminent or actual breach of export regulations by the Customer, BI shall be entitled to discontinue its contractual Services.

14 Confidentiality

- 14.1 BI instructs its employees to treat with discretion and care all information clearly marked as confidential by the Customer that relates to its business operations and is made available to BI for the performance of the contract.

- 14.2 The quotations, documentation, plans and other material relating to the delivered Products made available to the Customer by BI may not be made available to third parties without the consent of BI. The Customer undertakes to treat the content of this material and the information relating to it as confidential.

15 Headhunting

- 15.1 Neither party may recruit employees of the other party for itself or for a third party without the other party's consent during the term of the business transaction and for one year thereafter. Should a party hire, employ or otherwise make use of the services of an employee of the other party without the latter's written consent, it shall pay the other party compensation for personnel recruitment and induction in the amount of half the annual salary of such an employee, but at least CHF 50,000.00.

16 Final provisions

- 16.1 Amendments or supplements to these GTC shall only be valid if they are set out in a written supplementary agreement that expressly refers to these GTC as well as the Individual Contract or Individual Order. License agreements are only valid in written form.
- 16.2 Should parts of these GTC or of an Individual Contract or Individual Order be void or become legally ineffective, the remainder shall continue to apply. In this case, the void or legally ineffective parts shall be rephrased in such a way that, as a whole, the meaning of the GTC and the contract is preserved.
- 16.3 Within the framework of business relations with the Customer, the collection and processing of personal data is unavoidable. The Customer gives its consent to this and agrees that BI may also transfer data abroad and/or to third parties for the performance of the contract (e.g. in contact with third-party manufacturers).
- 16.4 The contracting parties may at any time transfer the rights and obligations arising from this contract in whole or in part to others. This does not apply to the provisions of section 9.
- 16.5 In the case of Leasing transactions, the Customer as lessee acknowledges the applicability of these provisions only with regard to its direct claims and obligations towards BI as manufacturer and/or supplier and confirms that it does not acquire ownership of the delivered items.

17 Jurisdiction

The legal relationship shall be governed exclusively by Swiss law, to the exclusion of the Vienna Sales Convention.

The place of jurisdiction is Farnern (BE), Switzerland.