

License agreement coresuite™ cloud (SaaS)

§1 General subject matter of the agreement

a) The following agreements regulate the provision of **coresuite™ cloud** (SaaS = Software as a Service) of **coresystems ag** and the provision of software (SaaS) of other manufacturers to business customers for business purposes offered via the [coresuite.com](http://www.coresuite.com) portal. With the products of **coresuite™ cloud** the customer receives the technical possibility and entitlement to access connection **coresuite™ cloud** and his or her data stored there via an Internet connection and to retrieve and synchronize these data.

b) If **coresystems ag** has delivered the customer software (SaaS) of a different manufacturer, the general license terms and terms of use of the respective manufacturer shall apply.

c) The agreements of this license agreement are also valid for the creation and use of an account at www.coresuite.com if applicable.

§2 Duties and obligations

The customer shall be obligated to fulfill the duties laid down in this agreement, especially:

a) To pay the price set at the conclusion of the agreement for the use of **coresuite™ cloud** when it falls due and in accordance with § 8 of this agreement.

b) To name the users and contact partners at the signing of the agreement and to protect his or her account and customer password from unauthorized access and to not disclose it to third parties. ERP partner are not authorized to sign this agreement in the name of the customer. This agreement has to be signed directly by the end customer.

c) To ensure that all industrial property rights and copyrights are respected.

d) To not abuse **coresuite™ cloud** or allow it to be abused, in particular, to not convey any information with unlawful or unethical content or to indicate information that serves incitement to hatred and violence against segments of the population (or minority groups), induces criminal offenses or glorifies or trivializes violence, is sexually offensive or pornographic, causing serious moral harm to children or adolescents or damages the reputation of **coresystems ag**.

e) The customer shall be responsible for providing and maintaining the required terminal equipment, the data line and shall ensure that their configuration and technical condition comply with the current requirements of **coresystems ag** at www.coresuite.com (technical facts for each product).

f) The customer shall support **coresystems ag** in fulfilling the agreement to the required extent and free of charge.

g) The customer is obliged to obtain the relevant ERP licenses from their ERP partner.

coresystems ag shall be obligated to provide the services laid down in this agreement for a fee, in particular:

h) To make the software (SaaS) described at www.coresuite.com available in accordance with the agreed scope and maintain this for use.

i) To ensure availability (support) by telephone on work days (public holiday corresponding to the headquarter of **coresystems ag**) from Monday to Friday from 8:00 a.m. to 12:00 p.m. and 1:30 p.m. and 5:00 p.m. (Central European Time). All problems caused by product defects of **coresystems ag** or its infrastructure shall be remedied free of charge. For all other services (such as assistance, configuration, operating errors, general questions, etc.), the customer shall be charged separately starting from the first minute in accordance with **coresystems ag's** valid hourly rate (www.coresystems.ch).

j) **coresystems ag** carries out maintenance work on a regular basis. This is communicated to the customer in a suitable fashion at least 8 hours in advance and if possible is planned for off-peak periods. In this context, annual availability is estimated to be around 95%.

k) If **coresystems ag** carries out an update or upgrade of the software (SaaS) described on www.coresuite.com, it shall provide this to the customer free of charge. It does not guarantee that updates will be made available on a regular basis.

l) We reserve the right to contact the customer to find solutions or to define new prices in the following situations. The agreed prices on www.coresuite.com are therefore not binding:

- huge amount of cloud based data, more than 2 gigabyte per database/mandate
- excessive amount of object updates, more than 3000 objects per day
- more than 100 user per customer

§3 Rights of use

a) The customer shall be granted non-exclusive, personal, non-transferrable, non-sublicensed rights of use in return for payment for the software described on www.coresuite.com for the duration of this agreement.

b) The costs of the remote access by the customer shall be borne by the customer and the customer shall also bear responsibility for the availability of a telecommunications connection.

c) The rights of use refer only to the object code and not to the source code. The software (SaaS) may not be copied or modified in any manner by the customer.

§4 Use of coresuite™ cloud in violation of the terms of the agreement

coresystems ag shall be entitled to block the customer's access to **coresuite™ cloud** in case of illegal violation of the subject matter of the agreement. Access will then be reactivated if the condition in breach of the agreement has been permanently resolved. The customer's obligation to make payment remains in force during this period.

§5 Intellectual property

coresystems ag is entitled to all intellectual property rights to the software (SaaS) whose use is covered by this agreement. The customer does not acquire any rights to the software (SaaS), the developments and the know-how of **coresystems ag**.

§6 Start and term of agreement

a) The first placement of an order constitutes the commencement of the license agreement.

b) Unless otherwise agreed, the term of the license agreement for **coresuite™ cloud** is 12 months and begins with the day when the purchase of the software (SaaS) is.

c) The term may be changed in writing if both parties agree. If a customer who has already purchased a license purchases an additional license, the term of the additional license corresponds to the term of the already purchased license. The price of the new license is adjusted accordingly.

d) The agreement is automatically extended by 12 months for each license if the customer does not give notice of termination on time. The invoice for the extension of the agreement will be sent automatically.

e) If the agreement is automatically extended and the customer fails to make payment for more than two months, **coresystems ag** has the right to block the customer's access to **coresuite™ cloud** without further notification. However, the invoice for the extension remains valid and payment is owed.

f) If the agreement is extended, this extension will be a new agreement and that may deviate from this agreement.

§7 Notice of termination

a) Proper notice of termination of the **coresuite™ cloud** license agreement by the customer or **coresystems ag** must be given two months before expiration of the agreement term. After expiration of the agreement term the access to **coresuite™ cloud** is blocked and the data permanently deleted.

b) The customer is entitled to give extraordinary notice of termination if essential obligations from the agreement are breached that impair the capability of **coresuite™ cloud**.

c) **coresystems ag** is entitled to give extraordinary notice of termination if essential duties from the agreement are violated. In addition, **coresystems ag** is entitled to give extraordinary notice of termination if there is an important reason. Important reasons include the following in particular:

- The customer does not meet his or her financial obligations to **coresystems ag**.
- The customer has violated the provisions of the **coresuite™ cloud** license agreement.
- The customer has passed on his or her account and/or his or her customer password supplied by **coresystems ag** to third parties or employees who were not named as contact partners in order to enable them access to support services provided by **coresystems ag**.

d) If extraordinary notice of termination of the **coresuite™ cloud** agreement is given, access to **coresuite™ cloud** will be blocked immediately. The data in **coresuite™ cloud** will be permanently deleted 90 days after extraordinary notice of termination has been given.

e) In the case of extraordinary notice of termination, the customer owes the license price for the entire term of the agreement. **coresystems ag** is not obligated to reimburse the money for months that have not yet been used. In addition, **coresystems** reserves the right to make additional claims.

§8 Payment of the license fee and methods of payment of the license fee

a) The license fee is invoiced in advance in one annual installment (12 months). After the license fee has been paid, the **coresuite™ cloud** connector is released for download and access to **coresuite™ cloud** is activated.

b) The license fee is based on the fees listed at www.coresuite.com.

c) Fee changes do not apply to ongoing agreements.

d) If the agreement is extended, **coresystems ag** reserves the right to adapt the license fee to changes in the price list. Any fee increases for existing products will be communicated to customers who already have license agreements and if need be then automatically extend them at the new price in a timely and appropriate manner.

e) The invoice of the license fee has to be paid according to the payment specifications of **coresystems ag**.

§9 Warranty

a) **coresystems ag** warrants that the software (SaaS) and its availability correspond to the agreed specifications. In the case of defects communicated by the customer to **coresystems ag** in detail within three months of beginning the use of the software (SaaS), **coresystems ag** will undertake the required appropriate measures to remedy the defect within a reasonable period.

b) There is no warranty for faultless operation of the software (SaaS) if it is used with software of third parties (SaaS).

c) The warranty becomes null and void in the case of interference with the software (SaaS) undertaken by parties other than **coresystems ag**.

d) **coresystems ag** is obligated to perform the service carefully and professionally. If claims are raised, measures required to remedy the defect will be undertaken at no cost to the customer if **coresystems ag** is responsible for the defects and the customer is not at fault.

e) This provision regulates **coresystem ag's** warranty conclusively and excludes any other warranty.

§10 Liability

a) **coresystems ag** has unlimited liability for culpably caused personal injuries. Liability for direct property and financial losses culpably caused by the provider when fulfilling this agreement is limited to the amount of an annual fee the customer is required to pay.

b) Any liability on the part of **coresystems ag** or its agents for other or further claims and damage, in particular claims for compensation of direct, indirect or consequential damage, loss of profit, loss of use, unrealized savings, loss of earnings, or business or production interruption as well as loss of data - irrespective of legal grounds - is expressly excluded.

c) In no case is **coresystems ag** liable for unlawful content of the data stored with **coresystems ag** or its illegal use by the customer.

d) This limitation of liability applies irrespective of the legal grounds of the liability. A further compelling legal liability remains, in particular for gross negligence or unlawful intent.

§11 Data privacy

a) The agreement partners are aware that concluding and fulfilling this agreement can lead to processing of personal data of the agreement partners. They agree that such data can be used to establish and maintain their business relations and for this purpose may also be made known to third parties, such as manufacturers, suppliers and owners of trademark rights in Switzerland or abroad. In such cases the agreement partner whose data has been shared will ensure that data privacy is guaranteed through suitable organizational, technical and contractual precautions.

b) Both agreement partners mutually obligate themselves and their employees to maintain the confidentiality of all documents and information not generally known related to the business sphere or the data of the other

agreement partner and which become accessible through the preparation and implementation of this agreement. This obligation remains in force even after the termination of the contractual relationship.

c) **coresystems** is entitled to send **coresuite™ cloud** users information on current updates, maintenance work and/or product information.

d) The customer is aware that location of data storage is Ireland or the United States unless otherwise agreed and communicated. The customer is responsible for ensuring that he or she is allowed to undertake cross-border data transfer.

e) **coresystems ag** can be forced by law to surrender data and confidential information. If this is the case, the customer will be informed by **coresystems ag** insofar as the law permits. All types of costs ensuing from this are borne by the customer.

f) **coresystems ag** does not guarantee any type of back-up storage of customer data.

g) Customer data in **coresuite™ cloud** are not permanently deleted until proper or extraordinary notice of termination of the agreement has been given by the customer or **coresystems ag**.

h) **coresystems ag** guarantees that all data of the customer that it receives or which are stored in **coresuite™ cloud** are protected from access by third parties using state-of-the-art technology.

§12 Various provisions

a) Setting off any type of claim by an agreement partner through counter-claims by the other agreement partner must be agreed in advance in writing.

b) **coresystems ag** is released from the obligation to perform the service stipulated in this agreement if and to the extent that failure to provide the services is due to the occurrence of circumstances of an act of God. Examples of acts of God are war, strikes, riots, expropriations, natural disasters and other circumstances for which **coresystems ag** is not responsible. If an act of God occurs, the agreement partners shall inform each other immediately and in writing.

§13 Final provisions

a) This agreement regulates the relations between the parties of the agreement conclusively. In case of discrepancies, the most recent provisions of the collateral agreements to these agreement conditions shall take priority.

b) If any individual provision or section of this agreement proves to be void or invalid, this does not affect the validity of the remaining agreement.

c) This agreement is governed by Swiss law, whereby the United Nations Convention on Contracts and International Sale of Goods (CISG) of April 11, 1980, is excluded.

d) The court at the Swiss registered office of **coresystems ag** shall have exclusive jurisdiction for all disputes arising from this contractual relationship. **coresystems ag** reserves the right to take legal proceedings against the customer at the customer's business headquarters

Windisch, 25th February 2011, Version 2.0