

LICENSING/MAINTENANCE TERMS AND CONDITIONS [version 2.0/2018]

These Licensing/Maintenance Terms and Conditions [v.2.0] (**Licensing/Maintenance Terms and Conditions**) are an integral part of the Contract between Groupe T2i Suisse SA, Techno-pôle 1 – 3960 Sierre (**Service Provider**) and its customer as indicated in the Order Form (**Customer** and jointly with the Service Provider, the **Parties**).

1. Definitions

The capitalised words not defined in the Order Form and these Licensing/Maintenance Terms and Conditions have the meaning given to them in Appendix 1.

2. Scope and acceptance

2.1 These Licensing/Maintenance Terms and Conditions are applicable to the supply of the T2i Programs mentioned in an Order Form signed between the Service Provider and the Customer and the provision of the Maintenance services performed by the Service Provider in relation to such Programs.

2.2 By signing the Order Form, the Customer agrees to be bound by these Licensing/Maintenance Terms and Conditions, in their most recent version published to date.

3. Licences

3.1 **Principle.** Subject to the Customer fulfilling its obligations under the Contract, including the payment of the Charges, the Service Provider grants the Customer the non-exclusive, non-transferable, non-assignable right, limited to the term of the Contract, to use the T2i Programs in accordance with the Contract and the Documentation provided by the Service Provider, exclusively for the purposes of its own operations. The Parties can expressly stipulate more extensive rights for the Customer, in writing in the Order Form, including the right to grant sub-licences to certain third parties.

3.2 **Metrics.** According to the terms set out in the Order Form, the rights granted by the Service Provider can in particular be limited by the following:

- a. the number of instances on which the T2i Programs can be deployed (**Instances**);
- b. the number of users that can simultaneously use and/or access the T2i Programs (**Simultaneous Users**);
- c. the number of users personally entitled to use to use and/or access the T2i Programs (**Authorised Users**); and
- d. other metrics;

as well as any other metric stipulated in the Order Form.

If not indicated in the Order Form, the licences are granted for one single Instance. The Customer is required to immediately inform the Service Provider if there is an increase in the level and extent of the use of the T2i Programs over and above the metrics defined.

3.3 **CC supplementary License (Computing Centre).** Unless stipulated otherwise in the Order Form, if the Customer intends to offer services (ASP, outsourcing, etc.) on the basis of the T2i programs, it must acquire a CC supplementary licence and an additional Charge is fixed by the Service Provider.

3.4 **Exclusions.** The Customer is strictly not permitted to:

- a. use and/or access the T2i Programs for purposes other than those specified by the Contract or not in accordance with the Documentation;
- b. modify, adapt or alter the T2i Programs;
- c. create derivative works from them;
- d. access or try to access their source code, using decompilation or reverse engineering techniques or any other means whatsoever, subject to the mandatory right; or
- e. make them available to third parties for use and/or access other than for the purposes of the Customer's

operations, for any reason whatsoever, subject to the possible right to grant sub-licences if such a right is expressly stipulated in the Order Form.

3.5 **Delivery.** If installation by the Service Provider is not stipulated, the Customer is solely responsible for installing the T2i Programs.

4. Maintenance

4.1 **Principle.** Subject to the Customer fulfilling its obligations under the Contract, including the payment of Charges, the Service Provider performs Maintenance on the T2i Programs according to the conditions stipulated in Appendix 2.

4.2 **Hotline.** The Service Provider provides a Hotline to the Customer as part of its Maintenance services, solely for the purposes of reporting and diagnosis and instructions relating to Errors that might occur in connection with the T2i Programs, according to the conditions stipulated in Appendix 2.

4.3 **Support.** Support, advice and information services that do not relate to the reporting of Errors are excluded from the Hotline and Maintenance services. The Service Provider has a support centre for all telephone advice and information during usual office hours, in the form of fee-paying service. These services are governed by the T2i services terms and conditions (available online at the following address: [www.groupe-t2i.com]) and are invoiced separately (according to the Service Provider's price list for services detailed in the service contract). The Service Provider will inform the Customer contacting the Hotline if its request is not included under Maintenance and, if it wishes to pursue its request, it will be handled as part of a support service, subject to the T2i services terms and conditions, and subject to the payment of a specific charge.

4.4 **Best-efforts obligation** The Service Provider assumes a best-efforts obligation for Maintenance services. The Service Provider will provide these services in accordance with the standard practices applicable, applying the care and attention demanded of a specialised IT service provider, without assuming an absolute obligation.

5. Customer obligations

5.1 **Assistance.** The Customer shall offer the Service Provider all necessary or useful assistance for the proper performance of the Maintenance services and the supply of the T2i Programs. In particular, the Customer:

- a. shall spontaneously provide all necessary or useful information for the proper performance of the Maintenance services as well as the provision of the T2i programs of which it might have knowledge;
- b. shall promptly follow up any request made by the Service Provider regarding such information;
- c. shall allow the Service Provider access to its premises and infrastructures, if such access is necessary or useful for the proper performance of the Maintenance services and/or supply of the T2i Programs, and shall provide all appropriate means and resources (e.g. equipped offices, networks, access and so on.); and
- d. shall follow up any reasonable instruction and/or order made by the Service Provider related to :
 - a. the Maintenance services;
 - b. the T2i Programs; and
 - c. the infrastructures in connection with which the Service Provider provides Maintenance services or on which the T2i Programs are installed and/or used.

5.2 **Licensing to Service Provider.** To allow the Service Provider to supply the T2i Programs and Maintenance services, as well as ensure compliance with the Contract, the Customer grants the Service Provider the right to access the Customer's content, as well as any of the Customer's programs, which are used with or related to the T2i Programs, and the right to use, handle and transfer them, strictly with the purposes of fulfilling its obligations under the Contract. The Customer acknowledges that sufficient

access to this content and these applications is essential for the Service Provider to supply the T2i Programs and provide the Maintenance services. The Service Provider cannot be held liable in connection with the provision of such services if the Customer fails to comply with this obligation.

5.3 Hold harmless clause. The Customer shall hold harmless and indemnify the Service Provider (including for reasonable solicitor's and court fees) for any action, suit or proceedings brought by a third party against the Service Provider and resulting from the Customer or its Users of the T2i Programs failing to fulfil any Contractual obligation. This includes using the T2i Programs in ways other than those permitted under the Contract, the Documentation or third-party software licenses, or the Customer failing to fulfil its legal obligations regarding data protection.

5.4 Installation. Subject to the signature of an ad hoc order form governed by the T2i services terms and conditions, and the conditions stipulated therein, the Service Provider may assume responsibility for the provision and deployment of a T2i Program in the Customer's IT environment, the supervision and/or maintenance of the infrastructure for which the Service Provider provides Maintenance services and/or on which the T2i Programs are installed and/or used. These services are outside the scope of these Licensing and Maintenance Terms and Condition and, failing an ad hoc agreement under which they are assumed by the Service Provider, the Customer is solely liable for these tasks and implementing and maintaining a suitable infrastructure.

5.5 Responsibility. The Customer is solely responsible for work carried out by its own staff (including its agents, consultants, etc.) on the T2i Programs, or the infrastructure on which the T2i Programs are installed and/or used.

6. Financial Terms

6.1 Charges. The Customer undertakes to honour the payments stipulated in the Order Form or, in the absence of an Order Form, the payments agreed with the Service Provider (**Charges**).

6.2 T2i Programs. Subject to art. 6.4 below, the Charges for the T2i Programs are defined in the Order Form, taking into account the metrics used, and consist of:

- a. a one-off Charge (*Primary License Charge; PLC*), and
- b. Recurring Charges (*Recurring License Charge; RLC*).

6.3 Maintenance. Unless indicated otherwise in the Order Form, the Charges relating to the Maintenance services provided in connection with a T2i Program, including the Hotline service, are included in the Recurring Charge for the T2i Program concerned, with no additional costs.

6.4 Lease mode. When the order Form states that the T2i Programs and/or all or part of the Maintenance Services are provided in the form of a subscription (lease mode), the Customer only pays a Recurring License Charge for these T2i Programs and/or Maintenance Services.

6.5 Payment of Charges. The Charges due by the Customer under the Contract have to be paid in advance and are non-refundable in the event of termination of the Contract. The Charges detailed in a specific invoice must be paid within 30 days from the issue date of the invoice sent to the Customer.

6.6 Taxes. The Charges due under the Contract are exclusive of tax, specifically VAT. Such taxes are payable exclusively by the Customer and must be settled directly with the relevant authorities.

6.7 Currency. Any sum relating to the Contract is expressed, and must be paid, in Swiss Francs, unless expressly indicated otherwise.

6.8 Costs. Unless stipulated otherwise in the Order Form, the Customer will reimburse the Service Provider for all reasonable costs and expenses it incurs in connection with the supply of Maintenance Services and/or T2i Programs, including travel, accommodation and meal costs if Maintenance services are provided outside the Service Provider's premises.

6.9 Adjustment of Charges. Recurring Licence Charges can be adjusted once a year by the Service Provider based on the Swiss

consumer price index. Furthermore, Charges are immediately increased if the metrics are exceeded or modified.

6.10 Late payment. If any sum due by the Customer to the Service Provider is wholly or partially unpaid on its due date, the Service Provider will be entitled to :

- a. suspend, limit or disable access to all or part of the T2i Programs
- b. revoke all or part of the licences granted on T2i Programs,
- c. refuse to perform all or part of the Maintenance services and/or
- d. subject to 30 days' notice sent to the Customer (including by email), terminate the Contract with immediate effect.

7. Intellectual Property

7.1 Service Provider's Property Rights. The Service Provider and/or its potential licensors hold and shall continue to hold the property rights for all elements of the T2i Programs made available to the Customer and any other computer infrastructure (software and hardware) implemented or developed under this Contract.

7.2 No assignment. The temporary supply of the T2i Programs and the provision of Maintenance services or any service under the terms of this Contract shall not be construed as the assignment of any intellectual property rights to the Customer.

7.3 Ownership of developments. The Service Provider holds and shall continue to hold the intellectual property rights relating to all developments, improvements or updates of the T2i Programs, including developments ordered by the Customer.

7.4 Third party software. The T2i Programs may include third party software programs, in which case they are listed in the Order Form. The licence terms for such programs shall apply in addition to this Contract, and the Customer agrees to abide by them. The Service Provider shall provide a paper or digital copy of these licences at the Customer's request,

7.5 Open source licences. The T2i Programs may include components under open source licences. The relevant components and the licences to which they are subject are then detailed in the Order Form. The Service Provider shall provide a paper or digital copy of these licences at the Customer's request,

7.6 Third party claims. If a third party makes claims against the Customer or Service Provider related to an infringement of its intellectual property rights, related to the use of the T2i Programs by the Customer and its users, or if the Service Provider has reasons to think that a third party might assert such rights, the Service Provider can choose to do one of the following, with no obligation in this regard:

- e. acquire the necessary rights to allow the Customer to continue using the T2i Programs concerned according to the Contract;
- a. modify the T2i Programs concerned so they do not infringe or cease to infringe the rights of the third parties concerned;
- b. replace the T2i Programs concerned at all times by other reasonably equivalent software; or
- c. withdraw from the Customer the rights to access - and use - the T2i Programs concerned, in which case the Service Provider will reimburse the Customer on a *pro rata* basis for any Charges that it might have already paid in connection with the T2i Programs concerned (provided that no fault is attributable to the Customer) and the Contract will end in relation to the T2i Programs concerned only.

8. Compliance with Contract and audits

8.1 **Controls.** The T2i Programs may contain tools allowing the Service Provider to verify the Customer's compliance with its obligations arising from the Contract, particularly with the metrics specified in art. 3.2 of the Licensing and Maintenance Terms and Conditions.

8.2 **Audits.** The Service Provider has the right to carry out an audit on the Customer's compliance with this Contract or ask a third party auditor to perform such an audit at the Service Provider's cost. For the purposes of this audit, the Customer will grant access to its systems and all relevant ledgers, registers and journals, at the Customer's principal place of business, during normal business hours, or in any other place or at any other time reasonably required by the Service Provider.

8.3 **Breach.** If an inspection reveals that the Customer has paid insufficient Charges, the difference will be immediately due to the Service Provider, including interest at 5% per year from the date on which the Charge should have been due. Furthermore, if an inspection reveals a negative difference of more than 5% of the Charges that were due for the provision of the T2i Programs, the Service Provider will be entitled, at its full discretion, to :

- a. suspend, limit or disable access to all or part of the T2i Programs
- b. revoke all or part of the licences granted for the T2i Programs
- c. claim compensation from the Customer for the costs and expenses incurred for the audit.

9. Service Provider Guarantees

9.1 **Limited Warranty on T2i Programs.** For a period of 30 days from the delivery of the T2i Programs, the Service Provider warrants that they are free of any Defects. The Service Provider undertakes to correct Defects notified to it in writing during the warranty period with a reasonably detailed description, within a reasonable period of time and at its own cost. If the Service Provider does not manage to correct major Defects - namely those that objectively prevent the Customer from using the key functions of the T2i Program - due to its own fault, the Customer can terminate the Contract according to art. 14.5 of these Licensing and Maintenance Terms and Conditions, after setting in writing a reasonable period of time for the Service Provider to resolve such Defects. To the extent of applicable legislation, the warranty according to this art. 9.1 is exclusive and replaces any other warranty relating to the T2i Programs. Any warranty is excluded if the Defect is linked to the Customer's failure to use the T2i Programs in compliance with the Contract or the Service Provider's instructions.

9.2 **Exclusion.** Subject to art. 9.1 above, the T2i Programs, the Maintenance services, as well as all the Service Provider's services are provided "as is" and "as available". The Service Provider does not make any warranty in their respect and, in particular, does not warrant that they will :

- a. be free from Errors and/or available continuously or that the Service Provider will correct all Errors affecting them;
- b. function in combination with the Customer's content or applications, or with any other hardware, software, system, service or data not supplied by the Service Provider, even if such compatibility existed in the past or
- c. meet the Customer's requirements, specifications or expectations.

10. Liability of Service Provider

10.1 **Principle.** To the extent permitted by law, the Service Provider is exempt from any liability, resulting in particular from any faults, errors or omissions by the Service Provider, except in the event of fraud or negligence on the part of the Service Provider, as well as faults, errors or omissions by any subcontractors and causing any direct or indirect damage to the Customer.

10.2 **Indirect damages.** The Service Provider and its subcontractors, where applicable, are expressly released from liability for any indirect and/or consequential losses or damages

sustained by the Customer and/or third parties. This includes loss of profits, business losses, revenue losses, customer losses, loss of opportunity, costs of obtaining a replacement product, service or technology in connection with or resulting from the lack of performance or wrongful performance of any Maintenance service or any other service provided by the Service Provider, including the provision of the T2i Programs, to the extent that such exclusion is permitted under applicable law. In addition, the Service Provider is not liable for damages arising from failure to use the T2i Programs in compliance with the Contract or Documentation or from illegal use.

10.3 **Limitation.** In any event, the total amount of damages the Service Provider may be required to pay to the Customer throughout the term of the Contract is limited to the actual amount of damages sustained and proven by the Customer, but in all cases to the amount corresponding to the average Charges actually paid by the Customer to the Service Provider for the T2i Programs and the Maintenance services provided by the Service Provider under the Contract up to the prejudicial event over a period of 12 months prior to the prejudicial event, to the extent that such limitation is permitted under applicable law.

11. Confidentiality

11.1 **Principle.** Each Party undertakes as follows:

- a. to keep confidential all information it receives from the other Party and in particular,
- b. not to disclose the other Party's confidential information to any third parties, other than employees or agents on a need to know basis; and
- c. to only use the other Party's confidential information for the purposes of exercising its rights and fulfilling its obligations under the Contract. In particular, the Customer undertakes to maintain the confidentiality of the T2i Programs and their Documentation, unless it has the prior written agreement of the Service Provider.

11.2 **Exclusions.** Notwithstanding the foregoing, neither of the Parties will have any obligation concerning information that:

- a. is or becomes public knowledge without the fault of the receiving Party,
- b. is independently developed by the receiving Party,
- c. is known by the receiving Party prior to disclosure by the other Party,
- d. is rightfully received from a third party that is not bound by an obligation of confidentiality, or
- e. is to be disclosed by court order or as otherwise required by law (in which case the information must only be disclosed to the extent required and after giving written notice to the disclosing Party).

11.3 **Duration.** The Parties' obligations relating to confidential information shall remain in force throughout the term of the Contract and after it ends, for as long as the information concerned remains confidential for the disclosing party and, in any event, for a period of 3 years after the Contract ends.

11.4 **Return of documentation.** Each Party shall return all copies of the other Party's confidential documents and materials when the Contract ends, for whatever reason, as soon as possible, but no later than ten (10) days after a Party requests this.

11.5 **Third Parties** The Parties undertake moreover to ensure that their staff, and any third party that might be involved in this Contract in any way, shall comply with these provisions.

12. Storage of codes

The Service Provider undertakes to deposit the most recent version of the source codes and object codes for the T2i Programs with a neutral external organisation.

13. Data protection

13.1 **Roles of the Parties.** The Customer is responsible for all data processing carried out through the Maintenance services (including the Hotline) or access to the T2i Programs (*data controller*). Any processing of the Customer's personal data by the

Service Provider in this context, including any processing by its subcontractors, is carried out on the Customer's instructions and is subject to the fulfilment of the Service Provider's obligations under this Contract (*data processor*).

13.2 Obligations of Service Provider. The Service Provider undertakes to comply with Swiss data protection legislation, as well as any other applicable legislation. If the General Data Protection Regulation (GDPR) is applicable, the Service Provider also undertakes to comply with the obligations mentioned in art. 28 point 3 GDPR.

13.3 Security. Each Party undertakes to implement, and ensure that its agents and subcontractors implement, appropriate technical, organisational and operational measures to guarantee the security of personal data, particularly to prevent any unauthorised access to personal data and any fraudulent use thereof, and to prevent the loss, undue alteration and destruction of personal data.

13.4 Obligations of Customer. The Customer is responsible for the quality, lawfulness and pertinence of its personal data processed for the purposes of the Services and is accountable to the third parties concerned and the competent data protection authorities. In particular, the Customer undertakes to:

- a. provide sufficient information to the persons concerned in relation to the collection and treatment of their personal data;
- b. obtain the legitimate consent of the persons concerned with a view to the processing of their personal data if such consent is required in accordance with the applicable data protection legislation; and
- c. ensure that all the rights of the persons concerned are respected (e.g. Right of access and amendment, right to object etc.) as well as all the obligations vis-à-vis the competent authorities in relation to data protection (e.g. declaration of files) pursuant to the applicable data protection legislation and regulations.

13.5 End of Contract. If the Service Provider and/or its subcontractors are in possession of the Customer's personal data, the Service Provider will return or erase said personal data at the end of the Contract (as chosen by the Customer) and, where applicable, will ensure that its subcontractors do likewise.

14. Term and Termination

14.1 Effective date. The Contract comes into force on the signature of the Order Form by the Parties or when the Maintenance services are ordered by the Customer or the T2i Programs are made available, whichever of these events is first.

14.2 Initial term. The Contract is entered into for the term set in the Order Form as from its effective date as per art. 14.1 above or, if such term is not indicated, for a period of one year.

14.3 Trial period. The Customer has the right to test the T2i Programs for a maximum period of 30 days. The trial period starts from the date of delivery of the T2i Program and ends on the start of production, but no later than 30 days after the delivery date. During the trial period, the Customer can terminate the Contract at any time without charge and return the T2i Programs and the Documentation. Such termination must be made in writing. The Customer is required to pay the corresponding Charges for the Services provided during this period.

14.4 Renewal and ordinary termination. At the end of the initial Contract period, or any subsequent renewal period, the Contract will be automatically renewed for successive one-year terms, unless terminated by either Party by written notice sent 6 months before its expiry. Unless agreed otherwise, the terms applicable to renewal periods, including the financial terms, are those applicable at the time of the renewal.

14.5 Special termination If one of the Parties seriously defaults on its obligations under this Contract and fails to remedy this within 30 days from receiving a formal notice sent by registered letter, the

other Party can automatically terminate this Contract with no additional time period.

14.6 Effects. At the end of the Contract, the Service Provider shall cease to supply the T2i Programs and the Maintenance Services and the Customer will cease to be entitled to benefit from them or access the T2i Programs, and any licence granted will immediately lapse. Notwithstanding the foregoing and at the Customer's request, the Service Provider shall provide reasonable assistance to the Customer to ensure it can resume activities internally or entrust them to a third party, within 3 months after the end of Contract. At the Customer's request, in return for the payment of Charges, and for a period of up to 3 months after the end of the Contract, the Service Provider will supply all or part of the T2i Programs and/or Maintenance services, as necessary, at the Service Provider's discretion. The costs incurred by the Service Provider and the assistance provided by the Service Provider's staff in respect of the provision of assistance and the recovery of data will be invoiced to the Customer according to a quote submitted in advance.

14.7 Continuance After the expiry of the Contract, the provisions relating to limitation of liability, confidentiality, data protection, payments and any other provisions which, by their nature, are intended to remain in force, shall continue to do so.

15. Subcontracting

15.1 Subcontracting conditions Unless stipulated otherwise in the Order Form, the Customer specifically authorises the Service Provider to subcontract the performance of all or some of its obligations under this Contract to entities belonging to the same group of companies as the Service Provider, or to any other third party, under the conditions set out in this article 15. The subcontractors listed in figure 5 of the Order Form are presumed accepted by the Customer. The Service Provider undertakes to inform the Customer in advance and in writing of any planned change concerning the addition or substitution of other subcontractors so it can express any objections in this regard.

15.2 Objections. The Customer has a period of 30 days after being informed of the planned addition or substitution of a subcontractor to submit its objections. If the Service Provider confirms the appointment of the subcontractor, the Customer is entitled to terminate the applicable Contract with immediate effect by written notification sent within a period of 2 weeks from receipt of the Service Provider's confirmation. This right of termination is the Customer's sole means of recourse in the event of objection to a new subcontractor. If the Customer fails to respond within either of the deadlines mentioned in this article 15.2, this will be interpreted as acceptance of the new subcontractor.

15.3 Subcontractor responsibility In any event, if the Service Provider entrusts the performance of all or part of its obligations under this Contract to subcontractors, it remains solely responsible for the proper performance of the obligations owed to the Customer, according to the terms and conditions agreed upon in this Contract.

16. Non-solicitation

16.1 Unless agreed otherwise by the Parties, each Party undertakes not to employ or engage the services of any of the other Party's employees (whether directly or through an intermediary), unless it has said Party's prior written consent. This undertaking is valid throughout the term of the Contract and for 12 months after its expiry.

16.2 If one of the Parties fails to fulfil this obligation, it undertakes to compensate the other party by the immediate payment on request of a lump sum equal to 12 times the employee's gross monthly salary at the time of leaving.

17. Final Provisions

17.1 Assignment. The Customer cannot assign all or part of the rights and obligations under the Contract, either by means of a permanent or temporary assignment, sub-licensing agreement or any other contract providing for the transfer of said rights and obligations.

17.2 Interpretation. The chapter headings and articles of this Contract are included for the purposes of convenience only and shall not affect its interpretation.

17.3 Force majeure. Neither Party shall be considered in breach of this Contract if the fulfilment of all or part of its obligations (with the exception of its payment obligations) is delayed or prevented owing to a force majeure event, including extreme natural disasters, wars, riots, strike or electrical/Internet failures, etc.

17.4 Severability. If any provision of this Contract is found to be invalid, non-binding or unenforceable, this shall not affect the other provisions which shall remain in full force and effect. However, the Parties may agree to replace the invalid provision(s).

17.5 Entire agreement. This Contract constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any prior or contemporaneous written or oral agreements or statements relating to such subject matter.

17.6 Hierarchy. In the event of inconsistency or conflict between the Licensing and Maintenance Terms and Conditions and the Order Form, the Licensing and Maintenance Terms and Conditions prevail, subject to any exceptions expressly stipulated as such in the Order Form.

17.7 Waiver. The failure or delay by either Party to enforce any of the undertakings set out in this Contract, however frequently and for however long, will not be deemed an amendment of this Contract or result in the creation of any rights.

17.8 Amendments. No amendment of this Contract shall be effective unless executed in writing and signed by both Parties. Notwithstanding the foregoing, the Service Provider is entitled to amend Appendix 2 at any time (description of Maintenance services).

17.9 Jurisdiction. The ordinary courts of the Service Provider's registered office have exclusive jurisdiction in respect of any dispute between the Parties relating to the Contract.

17.10 Governing law. The Contract is subject to Swiss law, excluding its conflict of law rules.

APPENDIX 1 TO LICENSING AND MAINTENANCE TERMS AND CONDITIONS - DEFINITIONS

The capitalised terms that are not defined elsewhere in the Contract have the following meaning:

Appendix:	Each of the appendices of the Contract, which are an integral part thereof.
Workaround:	An instruction or process by which one can work around an Error, without resolving it at source.
Defect:	Material discrepancy between the Documentation of a T2i Program and its properties observed, which is reproducible and not exclusively attributable to the Customer.
Documentation :	All the technical and functional documentation relating to a T2i Program.
Error:	A recurring and reproducible malfunction that occurs when using a T2i Program, which is not necessarily due to a Defect, such as bugs, etc.
Hotline:	The reporting, diagnosis and instruction service for T2i Programs supplied to the Customer by the Service Provider within the context of Maintenance, as described in more detail in the description of services in Appendix 2.
T2i Programs:	The programs listed in art. 2 of the Order Form.
Maintenance:	The correction of Errors occurring on the T2i Programs, with the aim of maintaining proper operation, as described in more detail in the description of Maintenance services in Appendix 2. The Hotline service is part of the Maintenance.
Update:	An update of a T2i Program intended to correct a set of Defects and/or Errors and, where applicable, provide ad hoc improvements.
Patch:	An ad hoc correction of a T2i Program, intended to remedy one or more Defects and/or Errors in a Program.
Severity 1:	An Error that objectively prevents the Customer from using a T2i Program in its entirety or which results in a serious problem with use and data integrity.
Severity 2:	An Error that results in serious operational problems with one or more key transactions, even though the T2i Program in its entirety is still functional.
Severity 3:	An Error that prevents the normal use of a T2i Program. The functionality of the Program in its entirety is guaranteed.

APPENDIX 2 TO LICENSING AND MAINTENANCE TERMS AND CONDITIONS

DESCRIPTION OF MAINTENANCE SERVICES

1. Program services

Maintenance may consist in particular of the improvement and adaptation of T2i Programs (program services).

These services may include the following elements:

- a. adaptations of the use of T2i Programs to new external requests;
- b. delivery of minor improvements of the T2i Programs in the form of an Update or Patch;
- c. guidance concerning new methods and procedures for installation, and the use of T2i Programs.

These services are provided at the discretion of the Service Provider, acting diligently, and are subject to a best- endeavours obligation only.

2. Error resolution service

Maintenance also includes the correction of Errors occurring on the T2i Programs, with the aim of maintaining the proper operation of the T2i Programs (corrective maintenance):

This service includes the following elements:

- a. Receiving and handling Error reports via the Hotline;
- b. Analysis, diagnosis and classification of Errors reported according to their level of severity (Severity 1, Severity 2 or Severity 3); and
- c. Correction of Errors reported, for example by the provision of Patches or Updates, or the implementation of a Workaround, including coordination and monitoring with suppliers of third party software integrated as components in the T2i Programs;

3. Exclusions

Maintenance is only supplied in relation to the last valid version of each T2i Program, excluding any previous version.

The Service Provider is not required to provide Maintenance services in the cases listed below:

- a. Failure to comply with the manual or the instructions provided by the Service Provider or the Documentation for a T2i Program;
- b. Unauthorised modifications of a T2i Program by the Customer or a third party authorised by the Customer;
- c. Erroneous integration of a T2i Program by a third party (external integrator);
- d. Use by the Customer of incompatible software or hardware;
- e. Failures or errors caused by the Customer;
- f. Refusal by the Customer to actively collaborate in the resolution of problems or provide information;
- g. Damage and failures due to force majeure.

On request, and under conditions to be defined by agreement, the Service Provider can however provide development services - including as far as possible eliminating malfunctions or Errors in the cases where these services are subject to the T2i services terms and conditions (available on-line at www.groupe-t2i.com) and invoiced separately.

4. Handling errors

Each Error is handled by the Service Provider according to its severity:

- I. Handling Severity 1 category Errors:
 - The Service Provider undertakes to investigate the causes of the Errors.

- The Service Provider undertakes to correct or arrange for the correction of Errors or develop a Workaround as quickly as possible, when such Errors are attributable to the Service Provider.

- Corrections for Severity 1 category Errors are provided to the Customer and deployed when they are available, in the form of a Patch, Update or another appropriate means.

- Severity 1 category Errors for which the Service Provider provides a Workaround will be reclassified as Severity 2 or Severity 3 category Errors and handled in accordance with the rules described in art. III below (according to their severity).

II. Handling Severity 2 category Errors:

- The Service Provider undertakes to investigate the causes of the Errors.

- The Service Provider shall endeavour to correct the Errors or have them corrected or develop a Workaround, when they are attributable to the Service Provider, within a period of three days from when it is informed.

- Severity 2 category Errors for which the Service Provider provides a Workaround will be reclassified as Severity 3 category Errors and handled in accordance with the rules described in art. III below.

III. Handling Severity 3 category Errors

- The Service Provider shall endeavour to correct the Errors or have them corrected or develop a Workaround, when they are attributable to the Service Provider, within a period of 30 days from when it is informed.

- Corrections for Severity 3 category Errors for which the Service Provider has provided a Workaround, are provided to the Customer in the form of a Patch or Update or another appropriate means, when the correction is available.

The Service Provider can use a remote maintenance solution for the purposes of correcting an Error, if the implementation of such a solution has been agreed with the Customer or, if necessary, on site with the Customer. To this end, the Customer authorises the Service Provider to access its computer environment, infrastructures and premises.

The Service Provider keeps a list of Errors that have been notified to it, including their current state of progress, on an on-line platform (ticketing system), if it has been agreed with the Customer to set up such a platform, or in the form of spreadsheets that are sent to the Customer periodically.

5. Hotline

Errors detected by the Customer must be reported to the Service Provider exclusively via the Hotline, via the on-line tool accessible at the following address www.groupe-t2i.com or by telephone on the following number [058/666.20.66].

Hotline services are provided in French

6. Hours of service

The Service Provider provides the Maintenance services (including the Hotline) during business days in Valais, Switzerland, Monday to Friday between 7.30 a.m. and 5.30 p.m.

7. Assistance from Customer

The Customer provides any assistance required by the teams in charge of Maintenance in relation to the diagnosis and classification of Errors, as well as their resolution.

8. Test environment

The Customer undertakes to maintain an operational test environment that is representative of its production environment, on which the Service Provider can operate directly by remote access made available by the Customer, at its own cost.

In the test environment maintained by the Customer, the Customer provides the Service Provider with a work space representative of the production work spaces, which can be used by the Service Provider for Maintenance.

9. Modifications

The Service Provider reserves the right to amend this description of Maintenance services, by written notification sent to the Customer with reasonable prior notice.