

General Terms and Conditions (GTC) of timeSensor Ltd

These General Terms and Conditions of timeSensor Ltd including Software License Agreement, Software Maintenance Contract, as well as Server Maintenance Contract shall apply exclusively, unless a separate agreement has been concluded with the customer in text or written form.

The receipt of the completed order form from the customer to timeSensor Ltd, whether embodied or stored in electronic form, or the signed order confirmation represents the customer's offer to conclude a contract. timeSensor Ltd may accept offers from customers within 10 days. Any offers from timeSensor Ltd are also valid for 10 days. In case of doubt, the order confirmation from timeSensor Ltd shall prevail for the contract.

Software Licence Agreement for timeSensor® products

Please read the following conditions carefully before using the timeSensor® software. By enabling or using the timeSensor® software, you confirm your agreement with the following provisions. If you do not agree with the provisions, do not download the timeSensor® software and do not use it.

1. Scope and general provisions

This Software Licence Agreement governs the terms for downloading, installing and using the timeSensor® software (hereinafter "software") between timeSensor Ltd and the user (hereinafter "customer"). timeSensor Ltd hereby grants the customer the right to use the timeSensor® software in the respective version in accordance with the following provisions, regardless of the storage form of the software. timeSensor Ltd reserves all rights that are not expressly granted to the customer. The licences granted under this agreement are limited to the use of the copyrights of timeSensor Ltd and any of its possible licensors of the software. Insofar as the customer has received a data carrier on which the software is recorded, then only this data carrier becomes their property. timeSensor Ltd and/or licensor(s) of timeSensor Ltd retain ownership and other rights in the software. This software licence agreement covers all software upgrades that replace and/or supplement the original software, unless such upgrades require a separate licence.

2. Rights of use and restrictions

2.1 Principle

Against payment of the appropriate licence fee and depending on the chosen model, timeSensor Ltd grants the customer a limited, temporary or permanent non-exclusive and non-transferable licence to install and use the software for the processing of customer data.

The customer may choose from the models Start Edition, Easy Edition, Smart Edition, Business Edition, First Edition or Department Edition. In principle and subject to other provisions in the present GTC, the scope of services available are in accordance with the individual agreement as well as any timeSensor® price list valid at the effective date of the contract.

2.2 Start Edition and Sponsored Start Edition

timeSensor® Start Edition is provided to the customer for service recording/invoicing of CHF 50'000.00 or 40,000.00 € or the

equivalent per year free of charge. In the case of the timeSensor® Sponsored Start Edition, this limitation is inapplicable and, instead, the customer accepts integrated advertising with the use of the software.

timeSensor® Start Edition and timeSensor® Sponsored Start Edition may only be installed on a single computer and only used by a single user.

The customer is entitled to transfer the software from one computer to another provided that the software is not installed and/or used on more than one computer at a time. The transfer requires renewed activation.

2.3 Easy Edition, Smart Edition, Business Edition, First Edition, Department Edition

timeSensor® Easy Edition, Smart Edition, Business Edition, First Edition and Department Edition may be used in a client/server environment, without limiting the number of client computers, provided that the software will not be used in any case by more than the allowed number of concurrent users. A workstation is to be licensed for each user of the software ("named user licence"), or, insofar as correspondingly specified in the individual contract, each concurrent user of the software has to have a licensed workstation ("concurrent user licence").

The customer is entitled to transfer the software from one server computer to another provided that the software is not installed and/or used on more than one server computer at a time. The transfer requires renewed activation.

2.4 Software environment

The timeSensor® software may be used only with an appropriate and compatible environment, i.e. computer hardware, operating systems, and any required additional programmes.

2.5 Additional provisions

The customer is entitled to make a copy of the software in executable form only for the purpose of backup and archiving. The backup or archive copy is to be labelled as such.

The customer is entitled to configure the software at their own risk within the scope provided for in the documentation and/or to connect it with interoperable programmes. Any other changes or development constitute an infringement of the protected rights of timeSensor Ltd and are not permitted.

Insofar as it is necessary to connect the software with interoperable programmes, the customer may request the necessary interface information from timeSensor Ltd in writing. If timeSensor Ltd does not provide the information within 30 days and following prior written notice, the customer has the right to trace back the necessary information for this purpose through the computer-readable programme (object code) in the source code. Any further access to the software through the source code is an infringement of the protected rights of timeSensor Ltd and is not permitted.

The customer is especially not entitled to sub-license, sell, lend, rent or lease the software, or share its use.

3. Activation

The commissioning of the software as well as its extension (increasing the number of users) or change of the licence (Sponsored Start Edition, Easy Edition, Smart Edition, Business Edition, First Edition, Department Edition) requires the software's activation by an activation code. The respective activation code is sent to the customer upon completion of the order process. The activation of the software requires a working connection to the Internet.

4. Duration, termination and amendment of the agreement

This Software Licence Agreement is concluded for a limited or unlimited period depending on the model chosen. In the case of an agreement for a monthly licence fee, the minimum rental period is 12 months. Thereafter, the rent may be terminated in writing or by e-mail by the customer at any time with a notice period of three months end of the month. timeSensor Ltd may, at any time, terminate the software license agreement in writing (to include via email) for cause and without notice. In particular, cause is deemed to exist if (a) the Customer violates the provisions of the present contract and, despite written reminder, does not remedy such violation within ten calendar days; (b) the Customer is in default of payment of license fees; (c) in the case of a license agreement of an ordinary partnership ("einfache Gesellschaft") under Swiss law (or analogous foreign legal construct) as a licensee, a personnel change takes place in the composition of the simple partnership (in particular, the departure of a person) or the simple partnership is dissolved or ceases its business operations; (d) bankruptcy proceedings are opened against the Customer or a stay of bankruptcy is granted. Upon termination of the software license agreement, the Customer's right to use the timeSensor® software expires. Unless otherwise provided in the Contract, upon termination of the Contract a claim for recovery of previously paid license fees by the Customer is excluded, regardless of the reason. Upon termination of the software license agreement, the Customer is required to immediately cease using the software and to immediately and irreversibly delete all copies of the software or parts thereof in its possession. In the event of extension or change of the licence, the existing agreement ends at the time of the new activation and is replaced by a new agreement in accordance with the order confirmation from timeSensor Ltd.

5. Licence fees and payment

The licence fees vary by licence type and the number of users and are governed by the agreement with the customer or the order confirmation from timeSensor Ltd. Unless expressly stated otherwise, the licence fees are due and payable for their entire term at the inception of the agreement. Unless expressly stated otherwise, all licence fees include VAT at the legal rate on the conclusion or renewal of the agreement. In the absence of a payment being received by timeSensor Ltd, and even without a reminder, the customer shall default at the latest 30 days after the due date.

6. Warranty

timeSensor® products are standard software and are licensed to the customer by timeSensor Ltd without warranty of any kind. In accordance with the Software Licence Agreement, timeSensor Ltd does not offer any support services for the software. The latter are based, where appropriate, on the Software Maintenance Contract. Warranty of any kind, especially for the non-existence of open and hidden defects as well as for non-infringement of third party rights, is waived in full. Any errors or suggestions may be reported by the customer to timeSensor Ltd, but with no legal claim to troubleshooting.

In particular, limited accessibility to the computer systems of timeSensor Ltd while performing maintenance is excluded from the warranty.

7. Software Maintenance Contract

7.1. Free licence

If the customer receives a free licence (Start Edition or Sponsored Start Edition), it is not possible to conclude an additional Software Maintenance Contract. Any services will be

charged at a cost in accordance with an individual agreement or the valid price list of timeSensor® provided at the time of delivery.

7.2. Monthly licence fee

The conclusion of a Software Licence Agreement for the Easy Edition, Smart Edition, Business Edition, First Edition or the Department Edition with a monthly licence fee includes the conclusion of a reduced Software Maintenance Contract under the following conditions (section: "Software Maintenance Agreement for timeSensor® products).

7.3. One-time licence fee

On conclusion of the Software Licence Agreement with a unique licence fee, the customer may at the same time, according to their needs, sign a one-year Software Maintenance Contract under the following conditions.

A licence extension during a running Software Maintenance Contract is mandatory in order to adapt the Software Maintenance Contract. The software maintenance fee for the licence extension is calculated pro rata up to the predetermined expiry of the Software Maintenance Contract.

8. Limitation of liability

timeSensor Ltd shall only be liable, regardless of the legal reason, for intent and gross negligence. Any liability for loss of profits, indirect damages, consequential damages, loss of data and for damages to third parties - as far as legally permissible - shall be entirely excluded. In the event of use by the customer contrary to the contract, any possible liability of timeSensor Ltd shall be cancelled.

9. Third party software

Certain components of the software or the software environment may be sub-licensed to the customer of timeSensor Ltd or licensed by timeSensor Ltd on behalf of the customer but for its own account.

10. Special provisions for demo versions

timeSensor Ltd provides the customer with demo versions for free. The right to use demo versions is limited to product evaluation without productive use for data processing. Moreover, the above clauses 2.1, 2.2, 2.3, 2.4 and 2.5 apply accordingly. The licence agreement for any demo version is valid for 3 months from downloading the software. Moreover, the above clause 4 applies. The above clauses 1, 6, 8, 9 and 10 are applicable for demo versions. Clauses 3, 5 and 7 are not applicable.

11. Data protection

timeSensor Ltd uses all customer data that has become known to it within the scope of the legally-applicable national and international data protection regulations, including the Swiss Federal Data Protection Act of June 19, 1992 (DSG). Under the DSG, timeSensor Ltd informs its customers about any possible data processing.

11.1 The extent of data processing

timeSensor Ltd collects customer data when an order is placed, either as part of an in-person or an online contract initiation. In addition to personal data, depending on the service provided, various types of data are also collected via the technical infrastructure, such as hardware serial numbers, software licensing, network environment, installation routines and IP addresses.

The software itself transmits certain technical data to timeSensor Ltd's server at regular intervals, such as:

- Build numbers, version numbers, license numbers, host computer MAC addresses, etc.
- In connection with specific error messages: the location in the program where an error has occurred and the time of occurrence of the error, error description, user, environment information, such as the version of database used and the operating system
- In connection with updates: the version number of the software currently being used
- In connection with the validity of the license: the license key

11.2 The purpose of data processing

The data collected by timeSensor Ltd will only be used for the purpose of providing comprehensive customer service and for fulfilling specific contractual obligations, including troubleshooting, product improvement, license validity, update maintenance and quality assurance. timeSensor Ltd is also entitled to use the data for information purposes regarding other products.

11.3 Transfer to third parties

If timeSensor Ltd cooperates partially with other companies for the purpose of fulfilling the contract (ordering hardware, software, licenses, domains, etc.), it may be necessary for certain data to be made available to these companies as part of fulfilling the contract. In this case, only the data necessary to fulfill the contract will be transferred. The data will not be transferred to third parties for marketing purposes.

11.4 Transfer abroad

timeSensor Ltd is also entitled to transfer the data to commissioned third party companies abroad if this is appropriate for the processing of data described in this section. These companies are obliged to the same extent as timeSensor Ltd for data protection. If the data protection level in a country does not correspond to the data protection level in Switzerland, timeSensor Ltd will guarantee this protection in the contract.

11.5 Data security

timeSensor Ltd protects the data in accordance with the legal requirements and takes appropriate technical and organizational measures to protect data access, transport, storage and input. These security measures are continuously adapted and improved in accordance with technological developments.

11.6 Entitlement to information, correction or deletion

Customers have the right to assert their data protection rights at any time and to request information on whether and what personal data is being processed about them. Customers can have their personal data corrected, blocked or deleted at any time by sending a written notice and proof of their identity. Customers are aware of the fact that even after a request to block or delete their personal data, their personal data must be partially retained as part of the legal or contractual obligation to retain data (for example, for billing purposes). Furthermore, deletion of this data may result in the customer no longer being able to use or to obtain certain services, products, software etc., from timeSensor Ltd.

11.7 Consent

By using the software, the customer agrees to the processing, use and disclosure of the data within the scope and to the extent described in this section.

Software Maintenance Contract for timeSensor® products

1. Services of timeSensor Ltd

On payment of the corresponding annual or monthly fee, the Software Maintenance Contract provides the customer with available software updates for the software licensed by the latter as well as the use of a telephone information service (hotline) according to the following provisions:

Software updates timeSensor Ltd informs the customers about new updates and makes them available on request, whereby timeSensor Ltd determines the choice of medium. Updates are usually done online and require the customer to have a functioning Internet connection. The customer has to update the software environment in advance if an update requires this. Software maintenance does not include an installation service on the part of timeSensor Ltd.

Updates are at the discretion of timeSensor Ltd for the purpose of troubleshooting and general improvements to the software. However, major upgrades are connected with new features or enhancements to the software, or are effected in the case of upgrades in the software environment (e.g. in the OS or database server). Major upgrades are not covered by the Software Maintenance Contract. Major upgrades may incur additional charges.

Hotline The telephone helpline (hotline) supports the customer by phone during programme operation in problem situations. The hotline is available to the customer via a (standard tariff) phone line on each working day from 09.00 to 12.00 and 14:00 to 17.00 (CET). In the case of software licenses with a monthly licence fee, the price list for the hotline of timeSensor®, valid at the time of performance applies, and is invoiced accordingly. In other cases, the helpline is free of charge as part of a Software Maintenance Contract.

The information provided on the Hotline is limited to instructions of a maximum duration of 30 minutes or to instructions in the FAQ or in the training videos. No training is provided on the hotline. If there is a need for more training, appropriate paid services (training or workshops) are available.

For the installation of software updates, as well as to diagnose problems related to the hotline service, the customer allows timeSensor Ltd expressly to access his server, using the third party software TeamViewer. TeamViewer is pre-installed at delivery on the customer's server. At the customer's request and at an additional cost timeSensor Ltd can substitute the access via TeamViewer by a VPN access.

2. Remuneration

2.1 General

The software maintenance fee is dependent on the software to be maintained and according to the existing Software Licence Agreement and is determined in accordance with the contract with the customer or the order confirmation of timeSensor Ltd. Unless expressly stated otherwise, the software maintenance packages are calculated annually.

All software maintenance packages are, unless expressly stated otherwise, plus VAT current at the time of conclusion or renewal of the contract.

One-time and recurring payment obligations of the customer are due immediately from contract inception for the duration of the respective pay period, insofar as timeSensor Ltd does not expressly indicate a later due date.

In the absence of a payment being received by timeSensor Ltd, and even without a reminder, the customer shall default at the latest 30 days after the due date.

2.2 Surcharges

Orders placed outside of defined on-call times are performed by timeSensor Ltd as possible and according to available capacity. Expenses will be charged according to the contractually agreed regular hourly rates, plus the following surcharges:

- Monday to Friday, after 5 p.m.:	+25 %
- Saturday:	+50%
- Sunday:	+100%

3. Duration and termination of the contract

The duration of the Software Maintenance Contract is determined in the contract with the customer or the order confirmation of timeSensor Ltd. It ends without notice after the expiry of the agreed period as determined in the contract. This applies to the Software Maintenance Contract as a whole, regardless of any change of licence or extension.

If timeSensor Ltd delivers an invoice to the customer after the expiry of the contract, this then constitutes an offer to extend the contract. Upon payment of the invoice amount within one month, the customer accepts the offer.

Insofar as the customer does not want to close the Software Maintenance Contract simultaneously with the Software Licence Agreement, or if the customer wants to renew the Software Maintenance Contract before or after its end, as well as in the event of a prolonged interruption or an initial agreement, this involves a (new) Software Maintenance Contract in each case beginning on the date of expiry of the pre-existing Software Maintenance Contract (or without a pre-existing Software Maintenance Contract on the date of conclusion of the Software Licence Agreement). In this case, this date is also used to calculate the authoritative expiry date (*Example: The original Software Maintenance Contract ran from 1.1.2013 to 31.12.2013 and was subsequently not renewed by the customer. On 15 June 2014, the customer again wants to enter into a Software Maintenance Contract for one year until 14 June 2015. The beginning of the Software Maintenance Contract relates back to the date of expiry of the pre-existing contract. It therefore begins on 1 January 2014 and ends on 14 June 2015, with the fee being calculated according to this contract period.*)

In the event of default of payment, timeSensor Ltd may terminate the Software Maintenance Contract in writing or by e-mail at any time with immediate effect.

The customer may terminate the Software Maintenance Contract in writing or by e-mail at any time with immediate effect.

In the event of early termination of a Software Maintenance Contract, the customer is not entitled to a refund with respect to the software maintenance fees.

4. Further provisions

Clauses 6 and 8 of the above GTC of the Software Licence Agreement are also applicable to the Software Maintenance Contract.

Server Maintenance Contract of timeSensor Ltd

1. Introduction

In the daily work with timeSensor®, one tends to forget that the heavy lifting of data storage is done by the "4D Server" database - and the latter works only as well as the physical server (hereinafter the timeSensor® server), which it houses.

2. Scope of performance

Depending on the services chosen by the customer (according to the individual agreement), timeSensor Ltd provides the following services:

2.1 Basic package

- Monitoring of the timeSensor® server
 - Monitoring log files
monthly
 - Install security fixes and updates to the macOS operating system (minor updates)
monthly
- Monitoring database
 - Database integrity test
monthly
 - Reorganisation/compression of your database
annually
- Monitoring the local backup
 - Check backup
monthly
 - Test: restoring the backup
annually
- Installation of updates and interim updates of 4D Server and timeSensor® LEGAL
as needed
- Database repair
as needed
- Fault diagnosis; response time within 8 working hours (standby time: Monday to Friday, 09.00-17.00)
as needed

Orders placed outside of defined standby times are performed by timeSensor Ltd as possible and according to available capacity. Expenses will be charged according to the contractually agreed regular hourly rates, plus the following surcharges:

- Monday to Friday, after 5 p.m.:	+25 %
- Saturday:	+50%
- Sunday:	+100%

Most services are preventive in nature. In the event of a malfunction, timeSensor Ltd supports the customer in the troubleshooting. The fix is usually handled (especially in the case of hardware defects) by a local service provider that may be retained and remunerated by the customer.

Individual maintenance work (especially installation, database reorganisation, database repairs) may cause temporary service interruptions. This maintenance window will be determined in consultation with the customer. timeSensor Ltd strives to keep the service interruptions as short as possible. There is no entitlement to maintenance windows outside of the standby time.

2.2 Reduction of the maximum response time

Beginning of the fault diagnosis within 4 hours of receipt of the fault report during the working hours of timeSensor Ltd.

2.3 Increasing security

Remote maintenance via VPN instead of TeamViewer; setting up by the customer through local technicians (not included)

2.4 Online secondary back-up

- Establish an online back-up
- Monthly review of the online data back-up
- Annual test of online data back-up restoration
- Administration

Special conditions for secondary backup:

- Lead time from order to provision of the back-up in case of emergency: 2 weeks
- Settlement of added options from standby of the online back-ups

2.5 4D Server maintenance

- Installation of new database versions
- Management of the 4D licences of the customer (timeSensor Ltd provides these to the customer to ensure that the correct number of available 4D licences is always available. If necessary and without prior consultation, timeSensor Ltd will procure licences directly from 4D on behalf and for the account of the customer. timeserver AG merely concludes a maintenance contract between the customer and 4D, whereby the free access of the customer is guaranteed on new versions of 4D. The content of this 4D-maintenance contract, in particular the price of the 4D maintenance, shall be governed by the terms of 4D Inc. and may be adapted.)

2.6 Online back-up server

- Connection of an online back-up server to bridge for a maximum of 4 weeks
- Setting up the database with customer data
- Instructions on how customer can access the database in case of malfunction
- Re-migration after the repair/substitution of the customer's server

Special back-up server conditions:

- Lead time from order to provision of back-up server in an emergency: 2 weeks
- Settlement of the service surcharge from standby of the online back-up server
- For technical reasons, access to the online back-up server is slower than to a local server. This may considerably reduce the operating speed of the timeServer® Software.

3. Common provisions

3.1 Conditions for the provision of services

The following requirements apply especially to the service performance:

- The customer's server to be serviced is accessible via a permanent broadband Internet connection;
- The customer's server to be serviced is provided with a functioning UPS power supply;
- The 4D server is used by the customer as the database;
- The customer has installed and licensed timeSensor®;
- The customer will provide timeSensor Ltd with access to their system (via TeamViewer or VPN), to the extent necessary for the performance of the contract;
- In certain cases, additional requirements may be announced.

3.2 Maintenance time

The performance intervals for the individual maintenance tasks are indicative (+/- 15 business days for monthly performance, +/- 40 business days for annual performance). The exact time of execution is at the discretion of timeSensor Ltd.

3.3 Payment/invoicing

The price of the services depends on the individual contract. Payments shall be made annually in advance and payable by cash transfer. timeSensor Ltd provides a written statement of this. Upon termination of the service contract by the customer, a refund of payments already made is excluded.

3.4 Reporting

timeSensor Ltd reports to the customer periodically about the services actually provided. Critical diagnoses, i.e. diagnoses that trigger action on the customer side, will be separately communicated as they become known in a manner corresponding to the urgency (e-mail, phone).

3.5 Other provisions

In the event of missing or inadequate service, the customer should inform timeSensor Ltd in writing within 8 working days of discovery of the defect; at the latest, however, within eight days since the last report, otherwise the service provided by timeSensor Ltd shall be taken to comply with the contract.

In the event of a timely reminder, timeSensor Ltd has a right to supplementary performance. The supplementary performance period is (from the receipt of each reminder) 8 working days for a monthly service and 20 working days for an annual service. Work and rest days are based on the official calendar of the Canton of St. Gallen. If the missing or inadequate service subsequently becomes obsolete, timeSensor Ltd will omit the subsequent performance of the service in question, unless the customer expressly insists on it being effected.

If the failure of the provision of contract services is for reasons that lie in the sphere of influence of the customer (especially lack of access permissions, lack of availability of the IT infrastructure, faulty hardware, lack of collaboration), then timeSensor Ltd will immediately inform the customer of this by e-mail. In the event of a longer lasting impediment, a one-time notification is sufficient. timeSensor Ltd has the right, following consultation with the customer, to retry the service performance within 8 working days. If the barriers to performance of the service lying in the sphere of influence of the customer are not eliminated during these 8 days, the contract for timeSensor Ltd shall be considered to have been fulfilled.

If the contract for timeSensor Ltd is made considerably more difficult due to causes that are outside the sphere of influence of timeSensor Ltd and the customer, the parties shall negotiate a contractual adjustment. If the parties cannot reach an agreement, the contract is considered to be terminated with respect to the service in question from the date of occurrence of the external cause. A major impediment to performance is assumed to represent a 1/3 increase in expenses.

3.6 Liability

Liability for late or improper performance is limited to the contract value of each service.

Liability for consequential damages is excluded to the extent permitted by law.

External service providers such as 4D are not auxiliary persons of timeSensor Ltd. timeSensor Ltd acts solely to establish a contractual relationship between the customer and the external service providers. Therefore, timeSensor Ltd is not responsible for any lack of performance of the contract by external service providers.

3.7 Termination

The minimum contract period is one year. Thereafter, the Server Maintenance Contract may be terminated in writing or by e-mail

by the customer or timeSensor Ltd at any time with a notice period of three months end of month.

Additional offerings and services of timeSensor Ltd

1. General

timeSensor Ltd provides additional offerings and a broad spectrum of services. As a rule, individual quotes and agreements govern such additional offerings and services. In addition, these general conditions apply.

2. Custom programming by timeSensor Ltd

timeSensor Ltd endeavors to adapt the customer's system to the customer's expectations to the extent technically possible. Each program customization normally consists of the two work packages "Analysis and Quotation" and "Implementation, Testing and Acceptance".

2.1. First work package: Analysis and Quotation

The first work package contains analysis and initial testing and creates the basis for the quotation. The Customer is aware that timeSensor Ltd must typically spend several work hours to determine whether the desired customization/programming is feasible and how this can best be implemented. The costs and conditions for the first work package are based on the individualized quote.

Following completion of the first work package, timeSensor Ltd will make a binding offer to the Customer. In the event that the analysis shows that the desired customization cannot be performed, or if the customer declines to proceed, the costs to the Customer are limited to this first work package.

2.2. Second work package: Implementation, Testing and Acceptance

If the Customer decides to carry out/continue the work performed by timeSensor Ltd, implementation is then performed in line with the custom quotation.

2.3. Specifications and schedule

2.3.1. Specifications

The specifications define all requirements (including functional and technical specifications, operating conditions, performance parameters, quality standards and interfaces) which the program customizations to be provided by timeSensor Ltd must meet. The customer is responsible for developing the specifications. timeSensor Ltd will advise the customer on the preparation of the specifications. Additional costs which result from erroneous or incomplete specifications shall be borne by the customer, insofar as these expenses cannot be attributed to inadequate advice on the part of timeSensor Ltd.

2.3.2. Schedule

timeSensor Ltd will perform the customization work in phases, insofar as necessary. The scope and objectives of the individual phases, as well as any agreed dates and milestones, will be communicated to the customer. If timeSensor Ltd cannot meet an agreed date for reasons for which it is responsible, it will take all necessary measures to fulfill its obligation as soon as possible and keep the length of the overrun as short as possible. If a milestone has been agreed and timeSensor Ltd cannot meet it for reasons for which it is responsible, the customer shall grant it a reasonable grace period. This may result in subsequent dates and milestones being delayed accordingly.

2.4. Customer's duty of cooperation

With regard to program customization, the customer shall observe the duty of cooperation agreed in the specifications in a proper and timely manner.

Upon request, the customer will provide timeSensor Ltd with the information and documents necessary for program customization and will grant access to its buildings and technical facilities to the degree required. The customer will make the decisions incumbent on it in connection with program customization within a reasonable time and inform timeSensor Ltd of same.

The Customer's employees or consultants employed as part of program customization must be qualified to meet the associated requirements.

2.5. Acceptance test

The scope of the acceptance test by the customer covers the program customization ("work result") developed by timeSensor Ltd in accordance with specifications. The purpose of each acceptance test is to verify whether the work result satisfies the requirements agreed in the specifications. timeSensor Ltd will inform the customer in writing of its readiness for acceptance. The acceptance test will be completed regardless of any defects that may arise. The customer can require up to two working days for an acceptance test.

An acceptance test is considered to have been successfully completed if no significant defects are identified. Insignificant defects will not prevent acceptance. Deviations from the requirements stipulated in the specifications which significantly affect or preclude the intended use of the work result by the customer are regarded as material defects.

Insignificant defects are deemed to be all deviations from the requirements agreed in the specifications which do not constitute material defects.

Insignificant defects will be remedied by timeSensor Ltd at its own expense within 30 business days from the date of the acceptance report.

Significant defects must be remedied by timeSensor at its own expense within 15 business days from the date of the acceptance report.

2.6. Warranty

After acceptance of the work result, timeSensor Ltd warrants that it will meet the requirements agreed in the specification for six calendar months from the date of acceptance.

During the warranty period, timeSensor Ltd will correct any deviations from the specifications identified and reported by the customer within 20 business days of notification by the customer. timeSensor Ltd is relieved from the warranty obligation insofar as a deviation is due to circumstances beyond its control.

2.7. Liability

Liability for direct or indirect as well as immediate and mediate damages is excluded to the extent legally permissible. This exclusion applies to both contractual and non-contractual or quasi-contractual claims. The Parties' liability for damages caused by intentional or grossly negligent behavior and claims arising from product liability remains reserved.

2.8. Rights to the work result, license for the Customer

timeSensor Ltd integrates the work result into the source code of the timeSensor application. All rights to the work result, in particular intellectual property rights such as copyrights, will be fully and exclusively transferred to and/or remain with timeSensor Ltd. The customer receives a limited, non-exclusive and non-transferable license for the intended use of the work results as part of the order. Unless consent has been obtained from timeSensor Ltd, the customer is prohibited from using the work result in any form on behalf of third parties, whether in whole or part, and if prohibited from using, duplicating, modifying, distributing, developing or conveying it to third parties.

3. Use of Cloud Software services

timeSensor Ltd will provide the customer with support in the use of Cloud software services (e.g., <https://xcloud.me>). The customer is free to choose a provider of Cloud software services ("Cloud Provider"). timeSensor Ltd is not obligated to accept a provider chosen by the customer.

3.1. timeSensor Ltd as mediator and/or authorized representative of the Customer

When using services from Cloud Providers, in all cases timeSensor Ltd acts solely as a mediator and/or authorized representative of the Customer. The contractual relationship always arises directly between the Cloud Provider and the Customer. The Customer uses the service of the respective Cloud Provider at its own risk and expense. With respect to the Cloud Provider, the terms and conditions of the respective Cloud Provider take precedence in the applicability to the customer.

3.2. Responsibility of the Cloud Provider

The Cloud Provider is in particular solely responsible for provision and technical operation, any service level agreements (SLA), remedying failures/malfunctions, availability, etc. timeSensor Ltd bears no responsibility vis-a-vis the Customer in this regard. Within the framework of what is legally permissible, timeSensor Ltd's liability is generally excluded and is limited to gross negligence and/or intent. The exclusion of liability applies to both contractual and non-contractual as well as quasi-contractual claims.

3.3. Responsibility of timeSensor Ltd

As a rule, timeSensor Ltd solely handles the registration and payment of the those fees for the customer for which the latter must reimburse timeSensor Ltd. The customer is generally obligated to reimburse timeSensor Ltd for any out-of-pocket expenses and costs incurred by timeSensor Ltd as part of the proper performance of the contract. This applies in particular to expenses and costs vis-à-vis the Cloud Provider.

4. General

4.1. Surcharges

Orders placed outside of defined on-call times are performed by timeSensor Ltd as possible and according to available capacity. Expenses will be charged according to the contractually agreed regular hourly rates, plus the following surcharges:

- Monday to Friday, after 5 p.m.: +25 %
- Saturday: +50%
- Sunday: +100%

Final provisions

All notices of timeSensor Ltd to the customer may be effected by e-mail to the e-mail address provided by the customer. If the customer changes his e-mail address, they must give written notice to timeSensor Ltd. The sending of the last known e-mail address will, in any case, be deemed valid.

The foregoing General Terms and Conditions including Software License Agreement, Software Maintenance Contract, and Server Maintenance Contract as well as the contract with the customer based thereon, or the order confirmation of timeSensor Ltd contain all agreements between the Parties. There are no verbal collateral agreements. Changes or additions to the contract must be in writing. This also applies to any waiver of the same.

The present GTC-based contracts with customers are subject exclusively to Swiss substantive law, excluding conflicts of law. The exclusive place of jurisdiction for all disputes arising from or in connection with this Software Licence Agreement shall be the

headquarters of timeSensor Ltd. However, timeSensor Ltd is entitled to sue the customer at their residence or place of business.

If any provision of these GTCs are or become invalid or void, the effectiveness of all other provisions shall not be affected. The invalid or void provision shall be replaced by a valid one which comes as close as legally possible to the purpose of the ineffective or invalid provision.

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