

AVECTRIS GENERAL TERMS AND CONDITIONS FOR SAAS SERVICES

1 Scope and application

1.1 Avectris provides its customers with Software-as-a-Service ("**SaaS**") services (hereafter referred to individually as "Contracting Party" and together as "Contracting Parties"). These general terms and conditions ("**SaaS GTC**") govern the content, conclusion of SaaS services, and the provision of SaaS services. The services include all necessary components such as the networks, data storage devices, databases, application servers, web servers and backup and recovery services. The data transfer point is in the Avectris DMZ.

1.2 These SaaS GTC and the current "Code for Avectris business partners" ("**Code**") at the time the agreement was signed are integral parts of the agreement.

1.3 These SaaS GTC and the Code shall apply unless agreements to the contrary have been made in writing in an individual agreement. General business or delivery terms and conditions of the customer shall not apply, even when reference is made to them in the offer or related documents.

1.4 If there is a conflict between the agreement, these SaaS GTC and the Code, then the agreement shall have first priority, the Code shall have second priority and the SaaS GTC shall have third priority.

1.5 Should there be discrepancies between the interpretation of the German and English versions of the SaaS GTC, the German version shall prevail.

2 Offers and placing orders

2.1 Avectris shall provide services on the basis of specifications or written offers wherein Avectris refers to these SaaS GTC. If no technical specifications are available or the requirements specified in the request for offers are insufficient, the customer may order Avectris to prepare these prerequisites in cooperation with the customer on a fee basis in a pre-project.

2.2 Unless otherwise stated in the offer, Avectris shall be bound for 30 days from the date of the offer. The customer shall recognize the application of these SaaS GTC from the time of submission of a written offer or, if such is lacking, at the latest when an order is accepted.

2.3 Changes or supplements to this agreement shall be made in writing.

3 Data storage

3.1 Avectris shall provide the customer with a defined storage space on a server to store its data. Avectris shall inform the customer in a timely manner if the storage space is insufficient to store the data. If the customer subsequently does not order additional storage space for a fee, data that are in excess of the available storage space will no longer be stored.

3.2 Avectris shall ensure that the stored data are accessible as far as technically possible.

3.3 The customer shall not be entitled to transfer this storage space partly or entirely for the use of third party, with or without a fee.

3.4 The customer undertakes not to store information in the storage space if the provision, publication or use of such information is in violation of the law or any agreements with third parties.

3.5 Avectris shall, to the extent technically feasible, take suitable and reasonable precautions against data loss and to prevent unauthorised access by third parties to the customer's data. For this purpose, Avectris shall make regular backups, check the customer's data for viruses and install firewalls.

3.6 The customer shall in any case have the sole right to the data and therefore can request Avectris to surrender any or all data during the term of the agreement without Avectris having a right of retention.

4 Software provision

4.1 Avectris shall provide the software product (hereafter "**Software**") to the customer that is designated and described in a service level agreement or in an offer for use on a network connection or the internet (hereafter "**Service**").

4.2 The Software shall be run on the computers of a data centre used by Avectris; the customer shall receive the non-exclusive and non-transferable right, for the term of this agreement, to access the Software by use of a browser (e.g., Google Chrome) and a network or internet connection and to use it for its own business purposes exclusively in the exercise of its commercial or independent professional activity.

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IT. Simply Personal.

4.3 The customer shall be responsible for the network or internet connection between the customer and the computer centre as well as for any necessary hardware and software [e.g., PC, network connection, browser]. The right of use is limited to the number of utilisation units booked by the customer.

4.4 The customer shall not be entitled to use the Software or the Service beyond the use allowed in the respective service level agreement in the offer, or allow them to be used by third parties or make them available to third parties. In particular, the customer is not entitled to grant further and/or sub-licenses. The customer also may not process, alter or copy the Software or parts thereof in a way that deviates from any documentation; or copy, develop further, sell or further market or otherwise use it without approval by Avectris. The customer shall have no right to an original copy of the Software and therefore also has no right to a backup copy.

4.5 With the exception of the above-described rights of use, Avectris reserves all rights to the Software and any documentation or [insofar as "third-party products" are concerned] to the licensors of Avectris. The customer is particularly aware that the Software is subject to the protection of copyright law and international treaties on copyright law.

5 Operation

5.1 Within the scope of providing the Software or Service for the use of the customer, Avectris shall take all reasonable measures to ensure that the customer has as much continuous access as possible. However, the customer is aware that defects cannot be completely avoided, in spite of painstaking development. Such defects will be repaired through the maintenance or support services.

5.2 Avectris does not undertake to ensure that the standard functioning of the Software or Service meets all the needs of the customer. Deviations from the needs of the customer are only defects or errors when Avectris has expressly guaranteed in writing the fulfilment of the customer's needs.

5.3 Avectris reserves the right to modify the processes or behaviour of the Software or Service in the course of the innovation process. Therefore, Avectris does not guarantee that all functions remain unchanged.

5.4 Avectris uses maintenance of the Software or the servers on which the Software is running to optimise its operation, services and quality. Therefore, the customer shall tolerate short-term restrictions of use that result from maintenance works. Avectris preferably shall carry out maintenance works at off-peak hours (from 18.00 to 08.00). Longer interruptions for maintenance works shall be notified to the customer as early as possible.

5.5 Technical support shall be on a "best efforts" basis [unless otherwise specifically provided in the service level agreement related to the offer].

5.6 No guarantee can be assumed for the continuous availability of the Software or Service and support or for the

absence of any other malfunctions or interruptions. However, Avectris shall respond to any failures of the Software or Service within a reasonable time. Other disruptions will be processed within the framework of the support.

5.7 Avectris may provide comprehensive updating or development of the Software or individual modules in the form of new versions or updated solutions. The customer shall install the new version or update. Avectris may offer fee-based options and modules in the form of extensions. The customer shall be under no obligation to purchase these. An option or module may be offered as an update or new version of the solution at no additional cost.

5.8 Avectris shall backup daily the stored information of the customer and users established by the customer in connection with the agreed use of the Software or Service.

6 Assistance and cooperation duties of the customer

6.1 The customer undertakes to use the Software or Service and the login data exclusively for the contractually agreed purpose and only during the term of the agreement. It shall bear sole responsibility for the information that it or the users established by it create, transfer or provide by means of the Software or Service provided by Avectris. The customer, its employees and any other users established by it undertake to use login data confidentially and carefully.

6.2 The customer undertakes not to deliberately disrupt the Software or Service in any way or to interrupt it or intentionally manipulate it.

6.3 The services provided by Avectris also may not be misused; in particular, no information containing illegal or immoral content may be transferred or placed on the internet, and no references may be made to such information. In addition, national and international copyrights, trademark, patent, and name rights, as well as other industrial and personal rights of third parties shall be respected.

6.4 Insufficient knowledge of the system and a lack of safety precautions can facilitate unauthorised access to the customer's computer. The customer shall be responsible for obtaining information about and applying the necessary safety precautions. The customer shall use virus protection applications that correspond to the state of the art.

6.5 The customer shall inform its users in advance and in a timely manner about the details of its agreement with Avectris, particularly about rights and duties pursuant to these SaaS GTC. The customer shall be liable for all breaches of duty by its users and other third parties who commit such a breach within the scope of the customer's control, unless it can prove that it was not responsible for the breaches.

6.6 If the customer collects, processes or uses personal information within the scope of the Service where it is not allowed by law, it must obtain the consent of the person or persons concerned.

6.7 Avectris and its vicarious agents shall be released from all third-party claims that are based on the illegal use of the Service and services related thereto by the customer or are executed with its approval, or that are particularly based on data protection law, copyright law or other legal disputes connected to the use of the Service. If the customer knows or should have known that such a violation of the law is probable, it must immediately notify Avectris.

6.8 In case of a serious violation of the customer's duty and also where there are substantial grounds for suspecting a breach of duty according to clause 6.3, Avectris shall be entitled to block services at the cost of the customer.

7 Services by third parties

Avectris may call on third parties to provide services under the agreement.

8 Remuneration

8.1 Avectris shall disclose the cost categories and rates in its offer. The applicable rates will be agreed in each individual agreement.

8.2 All prices are exclusive of the current statutory value-added tax.

8.3 Remuneration shall be on the basis of fixed prices or on a time basis with an upper limit (cost ceiling).

8.4 All invoices shall be paid without deductions at the latest 30 days after receipt of the invoice.

8.5 If Avectris provides the services on a time basis, then it will deliver the intended report to the customer together with the invoice.

9 Confidentiality

9.1 The Contracting Parties undertake to keep confidential all facts and data that are neither obvious nor generally available. This duty shall also be imposed on any third parties who are included. In case of doubt, facts and data shall be handled confidentially. The confidentiality obligations exist before the conclusion of the agreement as well as after termination of the contractual relationship or after fulfilment of the agreed services. Statutory duties of disclosure or information remain reserved.

9.2 Avectris may give the facts and main contents of the quote request to potential subcontractors, but shall otherwise treat the quote request as confidential.

9.3 Advertising and publications about specific project-related Service shall require prior approval in writing of the Contracting Parties, likewise the use of their name as a reference.

10 Data protection and data security

10.1 The applicable statutory provisions on data protection shall be complied with.

10.2 All data entered by the customer or any users established by the customer within the scope of the use of the Service and created thereby and data that is attributable to the customer or to users established by it ["**Customer Data**"] shall belong exclusively to the customer or to the users established by it. Avectris shall handle the data confidentially.

10.3 Order data processing: Where Customer Data and personal data are involved, Avectris shall exclusively process Customer Data upon the order of and according to the instructions of the customer and solely for the purpose of providing the Service. Avectris shall take appropriate technical and organizational measures to protect Customer Data. The customer shall remain responsible for the legality of the collection, processing and use of Customer Data according to the provisions of applicable law, particularly the Swiss Data Protection Act [DPA] [Schweizerisches Datenschutzgesetz – DSG].

11 Liability

11.1 Avectris shall be liable for intentional and grossly negligent damage under the agreement with the customer. It does not assume any further liability. To the extent permitted by law, Avectris particularly excludes liability for indirect and consequential damages such as lost profits, business interruptions, additional expenses, third-party claims and lost data. The customer shall be liable for damage to the computer system that is in its custody according to the provisions of the law. In particular, Avectris shall not be liable for damage:

- caused by computer viruses
- caused by a malicious code and/or hacker attack
- caused by the customer, its employees or other users established by it, or by a third party
- caused by a software defect, operating system defect, or a faulty service package of another manufacturer
- connected to VPN remote support
- caused by natural disasters
- caused by business interruptions resulting from troubleshooting, maintenance, change of infrastructure, or the introduction of new or different technologies.

11.2 Avectris shall not be liable for damage from the customer's failure to fulfil contractual obligations.

11.3 The limit of damage compensation under the breached agreement shall be equal to maximum twelve monthly payments of the relevant individual agreement. The limits shall be calculated as follows: The total of all payments made until the loss event under the relevant agreement, divided by the number of months until that date, times twelve. The following special provision shall apply to property damage: The maximum liability of Avectris shall be CHF 2 million per calendar year.

The limitations of liability shall not apply to:

- a) personal injuries
- b) damage caused by gross negligence or intentionally.

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11.4 The customer shall be liable for all damage that arises from fulfilment of the agreement. The same limits and restrictions on liability that apply to Avectris shall apply to the customer.

11.5 The customer undertakes to release Avectris from all third-party claims derived from data stored by Avectris and to reimburse Avectris for all costs arising from possible violations of the law.

12 Termination of the contractual relationship

12.1 Any Contracting Party may revoke or terminate the agreement, in writing, at any time. Notice must be given 90 days in advance.

12.1 In the event of a material breach of contract, the other Contracting Party may terminate the agreement at any time without notice. Claims for damages from untimely contract termination shall remain reserved. Compensation for loss of profits is excluded.

12.3 In the event of cancellation, the remuneration shall be calculated on the basis of the services performed.

12.4 After termination of the contractual relationship, Avectris shall, without waiting for a request, return to the customer all the received files and work products, both written and machine-readable.

13 Assignment

Rights and duties under the contractual relationship may not be assigned, transferred or pledged to a third party without the prior written consent of the other Contracting Party. This consent may not be refused without reason. The individual companies within a group shall not be considered third parties.

14 Applicable law and jurisdiction

14.1 The contractual relationship shall be governed by Swiss law.

14.2 The court of Baden AG, Switzerland shall have jurisdiction.