

1 Scope and Validity

1. These General Terms and Conditions regulate all legal relationships between partners and customers (hereinafter "business partners") and CYCL AG (hereinafter "CYCL") and apply to all products, services and third-party products distributed by CYCL. The GTC form an integral part of all contracts concluded between the business partners and CYCL, unless expressly agreed otherwise. Provisions deviating from the GTC only become legally binding if they are expressly offered by CYCL or expressly accepted in writing by CYCL.

2 Service Descriptions

1. CYCL manufactures IT products, provides IT services in the areas of consulting, systems engineering, software development and support and distributes third-party products from software and hardware manufacturers. The content and scope of the individual products and services are based on the service descriptions contained in the respective contracts, agreements and order confirmations (hereinafter referred to as "service descriptions"). The content agreed in detail in these service descriptions takes precedence over the General Terms and Conditions. The manufacturer's specifications apply to third-party products. The services of CYCL are rendered in return for remuneration on a time and material basis and without responsibility for results, unless expressly agreed otherwise.

3 Coming into Effect of Contracts

1. All information provided by CYCL in brochures, price lists and other publications as well as information available online is subject to change without notice and merely an invitation to submit an offer, unless expressly stated otherwise. A contract comes into effect on the date of signing by the parties or at the latest on the beginning of the use of the service or the delivery of the product or third-party product. If an order for services, products or third-party products is placed verbally, it shall be confirmed in writing in any case and shall be deemed legally valid if it is not revoked immediately after receipt of the confirmation by the business partner. Offers are binding during the period specified by CYCL. If not specified, the offer will remain valid for 30 days from the date of the offer. The daily price applies to offers of third-party products.

4 Prices, Fees, Rates and Terms of Payment

4.1 General Information

1. The business partner pays a price for the individual products, services and third-party products, which is specified in the respective contracts, agreements and order confirmations and/or price lists. If a service lasts longer than one month, monthly invoices are issued. All prices and charges are without any deduction, in Swiss francs. Value added taxes and expenses (taxes, shipping and packaging costs, insurance, etc.) will be charged to the business partner in addition to the respective amount.

4.2 Fixed Prices

1. If the provision of a service at a fixed price is agreed in the service description, this shall be based on the principles known at the time of conclusion of the agreement. Should these principles change significantly during the provision of the service, and if this was not foreseeable for CYCL, CYCL can demand an adjustment of the fixed price. Unless otherwise agreed, CYCL will charge the fixed price at one third when the order is placed, when the system is put into operation and when the system is accepted. All additional services are invoiced monthly on a time and material basis. Products from third party suppliers will be invoiced immediately upon receipt by the business partner.

4.3 Hourly Rates

1. The applicable hourly rates for services are based on the applicable price matrix. For work in the evening or on weekends surcharges of 50% (Mon - Fri, 20:00 - 08:00, Fri, 20:00 - Sat, 20:00) or 100% (Sat, 20:00 - Mon, 08:00) are calculated.

4.4 Travel Expenses

1. If no travel flat rate has been agreed, the travel time and travel expenses will be charged as travel expenses. The travel time will be charged at 50% of the applicable hourly rate according to effective time and material. The following guidelines and prices apply:

- Air ticket Europe Economy
- Overseas air ticket Business
- 2nd class train ticket
- Compensation per km with car CHF 0.70

- Taxi / Rental car / Parking effective cost
- Hotel accommodation / meals effective costs

4.5 Terms of Payment

1. All invoices of CYCL are due immediately and must be paid in full by the date indicated on the invoice form under "Payment Agreements". Reasoned objections may be submitted within this period, but not later than 30 days after the invoice date. After the deadline, the invoice shall be deemed to have been approved. If a business partner has neither paid the invoice nor raised justified objections to it by the date specified on the invoice form under payment agreements, an interest of five percent (5 %) per year shall be owed from the due date as well as the payment of reminder fees, without any further notice of default being required. CYCL is entitled with delay of payment of the business partner to stop its achievements without compensation without further reminder, to initiate the debt collection after warning and to let the collection procure at expense of the business partner by a third party. Deductions from the invoice amounts to be paid are neither permitted by offsetting against any counter-claims nor for other reasons.

4.6 Extended Terms of Payment

1. CYCL can demand measures to secure its claims in the form of advance payments, bank guarantees etc..

4.7 Price Changes

1. CYCL reserves the right to adjust prices, fees and rates to the valid price lists of CYCL in case of a contract duration of more than one year. Price changes are announced to the business partner at least one month in advance.

5 Retention of Title

1. The products delivered by CYCL and third party products remain the property of CYCL or the third party supplier until the complete receipt of the payment, and the business partner is not entitled to resell or pledge them. The business partner is obliged to cooperate in measures to protect the property of CYCL or the third party supplier. The business partner authorizes CYCL and/or the third party supplier to enter the property in the corresponding register of retention of title and to inform the landlord of the business premises of the business partner of this. If the fee agreed with the business partner is not paid within the payment period, CYCL is entitled to charge the costs for the entry of the retention of title to the business partner.

6 Dates and Delivery Times

1. Dates and delivery times are not binding unless expressly agreed otherwise in writing. CYCL always strives to meet the agreed deadlines. However, CYCL cannot assume any liability for their compliance and the business partner is not entitled to assert claims of any kind due to delays. A possible exceeding of deadlines does not entitle the business partner to withdraw from the contract or to terminate it. The indication of binding delivery times and delivery dates by CYCL is subject to the correct and timely delivery by suppliers and manufacturers. CYCL provides its services during normal working hours, from Monday to Friday 9.00 - 17.00 (Business Hours), with the exception of local holidays at the respective branch of CYCL.

7 Involvement of Third Parties

1. CYCL is entitled to involve third parties in the fulfilment of the contract. CYCL is liable for the services of third parties as for its own services.

8 Obligations of the Business Partner

1. The business partner is obliged to carry out all technical, operational and personnel preparation and support actions incumbent upon him in relation to the services to be provided by CYCL correctly, on time and free of charge. In particular, the business partner must provide the information and material resources required for the performance of the service in good time and grant CYCL the necessary access with regard to the performance of the contract. The business partner designates a contact person for CYCL who is exclusively authorised to make decisions regarding all operational matters of the services to be rendered and who has the necessary time resources.
2. The business partner is obliged to follow all instructions of CYCL concerning the use of hardware and software as well as the use of CYCL systems and to take all reasonable safety precautions (also for the protection of the devices owned by CYCL).
3. The business partner shall ensure that products, services and third-party products for which he has concluded a

contract with CYCL are used in accordance with the law and the contract. He is obliged to comply with all statutory regulations and assumes sole responsibility for the content of the data available on his systems and storage media. CYCL declines any liability in this respect. The business partner is obliged to indemnify CYCL against all claims of any kind which third parties may assert against CYCL in connection with the use of the services of CYCL by the business partner.

4. If the business partner does not fulfil his obligations described above comprehensively or not in time, CYCL is not responsible for a possible non contractual provision of services. If delays or additional expenses arise, CYCL can demand the adjustment of the agreed dates and the increase of the remuneration. If the business partner does not fulfil his obligations even after setting a reasonable grace period, CYCL is also entitled to demand full compensation for the damage incurred. The termination of the contract without notice also remains reserved.

5. Operational regulations of the business partner, in particular safety regulations, working time regulations and/or house rules can only be observed if they are communicated to CYCL in writing before the start of work.

9 Delivery, Inspection, Acceptance and Default of Acceptance

9.1 Supply of Products and Third-Party Products

1. The delivery takes place in principle at the discretion of CYCL and at the risk and expense of the business partner. Complaints about damage, loss or destruction during transport must be addressed by the business partner directly to the transport company concerned. The business partner must confirm receipt of the products by signing the delivery note enclosed with the delivery. The business partner must inspect the deliveries immediately upon receipt and submit any complaints in writing within ten (10) days. If he fails to do so, or if he uses the delivered products productively, the delivery shall be deemed accepted. CYCL will forward complaints to the respective third party supplier for treatment.

9.2 Inspection and Acceptance of Services

1. The business partner has to check the services of CYCL immediately after completion of the service provision or after receipt of the notification of operational readiness and to report any complaints or defects in writing within ten (10) days at the latest. Insofar as CYCL bears responsibility for results, defects shall be remedied by CYCL in accordance with the provisions in Section 14, Warranty. Other complaints will be handled by CYCL at its own discretion. If the business partner fails to inspect or accept the services in good time, or if he/she takes them into operation beforehand, they shall be deemed to have been approved and accepted. Minor defects that do not significantly impair the business partner's operations shall not be an obstacle to acceptance.

9.3 Default of Acceptance

1. If the business partner is in default of acceptance, CYCL is entitled to store hardware and software ordered or provided by CYCL in connection with services at the expense and risk of the business partner, to discontinue the provision of services, and to withdraw from the contract after the unused expiry of a reasonable grace period set for acceptance. In this case, the business partner must pay for all services rendered by CYCL and compensate CYCL for any damages incurred.

10 Intellectual Property

1. CYCL or its licensors remain owners of all intellectual property rights in connection with the provision of services and of all related documents and documentation. This also applies if CYCL makes changes or enhancements. If agreed in writing, the business partner is entitled to a non-transferable and non-exclusive right of use after complete payment of the agreed remuneration for the work results, documents, evaluations or programs created by CYCL within the scope of the service descriptions. Programs provided to the business partner may only be used on specifically designated equipment and systems and only for its own purposes, but may under no circumstances be reproduced, made available to third parties or provided to third parties. The business partner's authority to use standard software and documents from third-party suppliers shall be governed by the provisions of the third-party suppliers. The business partner undertakes to comply with these provisions at all times.
2. CYCL reserves the right to terminate the contract without notice for important reasons in the event of violations of use

or infringement of the intellectual property of CYCL, its licensors or third party suppliers by the business partner. The assertion of damages as well as the claim to restoration of the lawful condition remain reserved.

11 Third-Party Property Rights

1. CYCL defends the business partner against all claims raised against the business partner in connection with the provision of services by CYCL due to infringement of a Swiss industrial property right, provided that the business partner immediately notifies CYCL of such claims in writing, and CYCL offers and supports the exclusive conduct of any litigation and all negotiations for the judicial or extrajudicial settlement of the legal dispute.
2. If Swiss property rights of third parties have been infringed or if this is probable in the opinion of CYCL, CYCL has the choice either to provide the business partner with the right to further use the services concerned, to replace them or to modify them in such a way that the infringement of the property rights no longer exists, or to take back these services and to reimburse the business partner for the remuneration paid by the business partner less appropriate compensation for the use made. The business partner is not entitled to other claims against CYCL in case of infringement of industrial property rights.
3. CYCL is not liable for infringements of industrial property rights if a claim arises from the use of services according to the service description in connection with services (hardware and software) which were not provided by CYCL, or if an infringement of industrial property rights is attributable to changes in the services provided by CYCL by the business partner or third parties.
4. The provisions governing infringements of industrial property rights by these suppliers shall apply to infringements of industrial property rights by deliveries and services from third party suppliers. CYCL is not liable for such injuries.

12 Non Disclosure

1. Both parties are obliged, even beyond the duration of the contractual relationship, to keep secret all manufacturing and business secrets made accessible to them as well as all other confidential information, data and documents received or perceived in connection with the submission of an offer, the preparation of the performance of services, the contract negotiations or the performance of the contract and to use them only within the framework of the contractual relationship.

13 Data Protection

1. The business partner undertakes to comply with all applicable data security and data protection regulations. The Swiss Data Protection Act applies to business relationships with business partners at home and/or abroad. The disclosure of confidential information to third parties requires the prior written consent of the other party. Insofar as CYCL processes personal data for the business partner, the business partner is obliged to assume and fulfil his full responsibility as the owner of this data at all times. In particular, he shall also determine the purpose and means of the processing of such data. CYCL is the sole processor of such data and does not assume any data protection responsibilities for the business partner as the owner of this data. CYCL has the right to inspect and document all data and information of the business partner for the purpose of ensuring legal use. The business partner expressly declares his consent that CYCL may transmit all non-confidential information and data concerning the business partner abroad and process it comprehensively as well as use it or have it used.

14 Warranty

1. CYCL is responsible to the business partner for the careful and contractual provision of its services. CYCL is only responsible for the results if this is explicitly specified. CYCL cannot guarantee that the products or supported systems supplied by it can be used uninterruptedly and faultlessly in all desired combinations.
2. In addition, the warranty does not apply to defects and malfunctions for which CYCL is not responsible, such as natural wear and tear, coincidence, force majeure, improper treatment, interference by the business partner or third parties, excessive strain, unsuitable operating materials or extreme environmental influences. The warranty does not apply, in particular, if a defect is due to the influence of a third party or a malfunction of the infrastructure used by the business partner or if the business partner or third party intervenes in hardware or software or manipulates or changes these without the prior written consent of CYCL.
3. In the event of a warranty claim, CYCL will remedy any defects at its own discretion (e.g. rectification of defects, replacement delivery). If CYCL cannot remedy the defects

within a reasonable period of time, the business partner is entitled to a reduction in the remuneration paid for the service concerned or, if the reduced value reaches the amount of the remuneration paid, to reimbursement of the remuneration less appropriate compensation for the use made against return of the service concerned. Warranty claims must be asserted in writing within 10 days of the occurrence of a warranty claim, giving precise details of the defect and the circumstances of its occurrence. Services of CYCL, which go beyond the scope of the warranty claims of the business partner, are provided by CYCL as far as possible and invoiced according to the respectively valid price lists.

4. The warranty conditions and terms and conditions of third party manufacturers apply exclusively to services and deliveries.

15 Liability

1. CYCL is liable for damage to property and personal injury up to a maximum amount of CHF 3,000,000, provided that the damage is covered by CYCL's liability insurance and the business partner proves that CYCL is at fault.
2. Any liability or obligation in connection with the provision of services by CYCL for other damages, in particular indirect damages, consequential damages such as loss of profit, unrealized savings, additional expenses or claims of third parties or loss of data as well as for damages from delayed delivery is expressly excluded within the framework of what is legally permissible. Furthermore, CYCL is not liable for damages caused by accident, force majeure, third parties or non-contractual acts.
3. The manufacturer's instructions apply to third-party products. CYCL declines any liability for claims arising from the failure or faulty functioning of third-party products (e.g. service costs for the renewed removal and installation of software/hardware). CYCL undertakes to provide the business partner with regular information on the progress of orders and project work and to notify the business partner of any circumstances which could jeopardise the fulfilment of the contract. CYCL is in no way liable for the provision of services by third party suppliers. CYCL can assert contractual claims against third party suppliers in consultation with and on account of the business partner.

16 Force majeure

1. If a party cannot fulfil its contractual obligations despite all due care due to force majeure such as natural events of particular intensity, warlike events, strike, unforeseeable official restrictions, etc., the fulfilment of the contract shall be postponed in accordance with the event that has occurred.

17 Export

1. The export of products which are subject to an export ban by the Import and Export Department of the Federal Department of Economic Affairs or corresponding foreign authorities is prohibited. The business partner undertakes to comply with such export bans.

18 Non-Solicitation Clause

1. During their contractual relationship and within the following year, the parties undertake not to actively entice away any employees or other contractually obliged persons of the other party or offer them an employment relationship or enter into a similar legal relationship with them. For each breach of this obligation by a party and without any other mutual agreement, it shall owe the other party in particular the recruitment and training costs thereby incurred and a contractual penalty in the amount of a gross annual salary of the person concerned.

19 Changes and Termination

19.1 Amendments

1. If no special change process is provided for in the service descriptions, the parties may at any time agree in writing on changes to the service description. In all other respects CYCL informs the business partner about changes of the general terms and conditions, the order modalities, the contracts and agreements in time. Changes entitle the customer to terminate the contract within the ordinary period of notice. Without notice within this period, the changes shall be deemed to have been approved by the business partner.

19.2 Notice

1. Unlimited contracts can be terminated by either party in writing with one month's notice. In the case of fixed-term contracts, the duration of the contract shall be tacitly extended for a further year if the contract is not terminated by giving one month's notice before the end of the contract period. The parties reserve the right to make deviating agreements. CYCL can cancel contracts without notice at any time by

notifying the business partner and/or discontinue its services and deliveries if the business partner violates an essential provision of the contract, undertakes or tolerates illegal or offensive activities in connection with the use of the services of CYCL, is in default with the payment of invoice amounts, becomes insolvent, execution measures are taken against him or otherwise his economic situation changes in such a way that the rights of CYCL are at risk.

20 Partial Invalidity

1. Should individual provisions of these GTC be invalid or ineffective, this shall not affect the effectiveness of the remaining provisions and the GTC as a whole. In such a case, the parties shall endeavour to replace the invalid or contestable provision with another valid and enforceable provision that comes as close as possible to the legal and economic content of the invalid or contestable provision. The same applies to the filling of gaps in the contract.

21 Applicable law and place of jurisdiction

1. All legal relations between the business partner and CYCL are subject to Swiss law. The exclusive place of jurisdiction is Basel, Switzerland.

21 Prevailing Language

1. This English version of the GTC has been translated from the German original. The German language version of the GTC shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.