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General Terms and Conditions Smartbridge AG

1 Introduction

- (a) Smartbridge AG (hereafter Smartbridge) is the creator of the web application Staffcloud, a personnel and project management system. The objects of the contract between Smartbridge and the client are as follows:
 - (i) Usage of the Staffcloud software (licence) as a software-as-a-service solution, including saving the client's data on servers of the hosting partner chosen by Smartbridge;
 - (ii) Services associated with the Staffcloud software (e.g. introductory training);
 - (iii) Maintenance of the Staffcloud software within the scope of continuous integration (updates, upgrades, releases);
 - (iv) Introductory training: To ensure a successful implementation and use of the software by the client, Smartbridge provides the client's personnel with training and the client with advice concerning software configuration;
 - (v) Support services: Smartbridge provides support services in order to help with questions and issues;
 - (vi) Custom development: Certain custom developments can be made upon the client's request. They are subject to a separate agreement and separate invoicing.
- (b) The details concerning usage rights and the services provided can be found in the respective main contract.

2 Finalisation and Structure of Contracts

- (a) The contract between the client and Smartbridge is finalised when the client signs and returns the main contract based on the offer provided by Smartbridge (electronically as a scan or via post in the original format). A countersignature on the part of Smartbridge is not required.
- (b) The contract between the two parties is made up of the following constituents:
 - (i) Offer
 - (ii) Main contract
 - (iii) General Terms and Conditions (GTC)
 - (iv) Service Level Agreement (SLA)
 - (v) Data Protection Agreement.

- (c) In the event of conflict, the terms of the main contract and the service level agreement (SLA) take precedence over these terms and conditions. The terms of the data protection agreement also take precedence over these terms and conditions in the case of conflict.
- (d) These terms and conditions also apply to any follow-up orders made by the client without explicit mention in the corresponding offer or order.
- (e) Concerning orders and commissions, Smartbridge reserves the right to:
 - (vi) decline them in advance;
 - (vii) cancel them within 10 days of initially accepting them; or
 - (viii) to interrupt orders due to significant events which cannot be influenced by Smartbridge (e.g. force majeure, political developments, changing laws, disruptive behaviour by the client or third parties, etc.).

3 Scope of Services

- (a) Smartbridge is running Staffcloud in the most current version in an operational environment and provides it to the client for use as a service.
- (b) Operations run non-stop (24/7), except for designated maintenance windows. Operational disruptions are remedied by Smartbridge as fast as possible. However, a permanent, disruption-free operation cannot be guaranteed.
- (c) Regularly scheduled data backups form part of the operational services. In case of data loss caused by the operational environment provided by Smartbridge, Smartbridge restores the data according to the backup made on the day before. Any further claims in case of data loss caused by Smartbridge are excluded.
- (d) Smartbridge only recovers data upon the client's request if the client orders and compensates Smartbridge for this separately.
- (e) After a presentation carried out by Smartbridge and the clarification of any specific requirements, the client is clearly informed about the functionality of Staffcloud. It is the responsibility of the client to ensure that the functionality of Staffcloud fulfils their specific needs. Any deviations from client needs are only considered errors or deficiencies if Smartbridge explicitly guaranteed the fulfilment of such needs in writing.

4 Usage Rights

- (a) Smartbridge is entitled to all immaterial rights to Staffcloud, to documents and updates included in Staffcloud, to all features made by Smartbridge for the client,

as well as to any work results. The client is only entitled to the rights to use Staffcloud as explicitly specified in this contract. All further rights, especially the ownership rights, the commercial rights and the copyrights to Staffcloud, as well as any non-specified usage rights are reserved by Smartbridge.

- (b) Smartbridge grants the client the non-exclusive and non-transferrable right to use Staffcloud as intended for their own needs and for the predefined purpose for the duration of the contract period. So-called reverse-engineering is prohibited explicitly.
- (c) The client is not granted the right to offer Staffcloud to third parties for usage against payment or for free. The client is strictly prohibited from providing Staffcloud to third parties in any form (including renting, leasing or publication). The usage of the client's portal by their end clients and the usage of the employee portal by the client's employees are excluded from this regulation. The client is obliged to configure the required permissions.
- (d) In case the client intends to use Staffcloud in accordance with third-party software, separate licence agreements are applicable between the client and the provider of the third-party software. Smartbridge does not assume any responsibility for hardware, operational software, server programmes or software made by other providers and which exchange data with Staffcloud, e.g. MSWord, MSEXcel, book-keeping software, etc.
- (e) Should the client, their employees or third parties associated with the client purposefully or grossly negligently violate the regulations of this contract on the usage and protection of Staffcloud through their actions or inactions, the client is to pay Smartbridge three times the value of the agreed yearly usage fees in each case of infringement as a contractual penalty in accordance with Art. 160 Abs.1 OR. The right to claiming damage compensation is reserved. Payment of the contractual penalty does not relieve the client from their contractual obligations. Smartbridge most notably retains the right to demand the elimination of the legal infringement, or contractual infringement respectively, or to annul the contract with immediate effect.

5 Client Obligations

- (a) The client confirms their awareness that they do not only process the personal data of their employees and their own clients, but also particularly sensitive employee data. As the responsible party, they confirm that they are compliant with the applicable privacy laws.
- (b) The client takes the necessary organisational and technical measures in their business operation to secure Staffcloud against unintentional exposure, theft or

abuse by third parties. The client further ensures to monitor the number and location of the allowed logins as per the intended usage.

- (c) The client's obligations in daily operations, particularly when requiring support services, are defined in the SLA.
- (d) The client is obliged to monitor all data output by Staffcloud which forms the basis of wage payments, invoice issuing, or other financial transactions. The client needs to inform Smartbridge of any irregularities in the output of financial data as soon as they are apparent.
- (e) The client must create the prerequisites to enable Smartbridge to deliver the services owed. The client is responsible for the following areas in particular:
 - (i) Acquisition and operation of hardware and third-party software that exchanges data with Staffcloud (incl. interface responsibility);
 - (ii) Internal training of employees concerning the use of Staffcloud based on the initial training provided by Smartbridge;
 - (iii) Supply of data to be processed or migrated and the assurance that this data is rightfully owned by the client, data input, data transfer and data recovery, responsibility for data integrity;
 - (iv) Immediate notification in case of disturbances and errors in the form specified by Smartbridge;
 - (v) Compliance with the usage regulations as defined by Smartbridge (see training);
 - (vi) Implementation of the instructions given to the client by Smartbridge;
 - (vii) Supplying and securing data communication, internet connectivity and telephony; maintaining the interfaces with respective providers; maintaining technical facilities for remote maintenance which have to be installed at the client's end;

6 Modifications and Further Development

- (a) Smartbridge retains the right to modify the processes and functionalities of Staffcloud or of related services within the scope of implementing innovation („continuous integration“). Therefore, Smartbridge does not guarantee that all features remain unchanged.
- (b) Smartbridge can offer comprehensive developments of single basic version functionalities as modules against payment in a functionality package designed by Smartbridge or as an add-on. The client explicitly foregoes the original functionality, but receives the option to use the respective functionality package or add-on for free until the end of the contractual period.

- (c) Smartbridge retains the right to remove single functionalities or whole modules without substitution from the functionality scope offered.

7 Availability and Restrictions

- (a) Within the scope of providing Staffcloud to the client for use, Smartbridge takes all technically and economically viable measures to offer the most interruption-free availability possible.
- (b) Despite diligent development and testing, malfunctions in Staffcloud cannot be completely avoided. Such errors are remedied within the scope of releases intended for constant quality assurance and further development.
- (c) Through maintenance of Staffcloud and the servers on which Staffcloud operates, Smartbridge optimises the operation, performance and quality of Staffcloud. Therefore, the client accepts brief restrictions of usage caused by maintenance works. Smartbridge preferably performs maintenance in marginal time periods (between 6 PM and 8 AM). In case of urgent error correction, maintenance works may be performed during office hours without prior notice. Smartbridge will notify clients of any longer interruptions due to maintenance works.
- (d) Smartbridge cannot guarantee the implementation of functionalities in every possible combination, even when Staffcloud does not explicitly prohibit the performed action.
- (e) Smartbridge cannot guarantee the unlimited performance of functionalities. Particularly research-intensive functionalities with large amounts of data can cause longer waiting times or the termination of the application. Smartbridge cannot set exact performance limits as they depend on the device, browser and internet connection in particular. The client is encouraged to limit the use of functionalities in order to minimise the amount of data requested.
- (f) The planner view of Staffcloud, the web portal for the client's employees (including apps: iOS, Android) as well as the web portal for the client's end customers can only be used exclusively through a web browser. Staffcloud is optimised for the free browsers Firefox and Chrome. Smartbridge cannot guarantee the correct display or performance of all functionalities on all available browsers or all available end devices (PCs, mobile devices). The client recognises that the planner view is not suitable for use on tablets in particular.
- (g) The Staffcloud system contains apps (iOS, Android) for the client's employees which offer the most important functionalities of the employee web portal. Smartbridge cannot guarantee the correct functionality of all apps on all end devices and with all system configurations. Smartbridge attempts to ensure a

smooth performance for the most common constellations (end device, operating system).

- (h) The export function enables exporting comprehensive data sets from Staffcloud as XLS, CSV or Jason files. Additionally, the export function offers comprehensive configurations in order to customise the data export. Nevertheless, Smartbridge cannot guarantee that all data objects can be used with the export function. In case of a very large request, the export might be refused. The client is encouraged to configure the filter options in order to minimise the requested data sets and export them step by step.
- (i) The client can send e-mails and SMS via Staffcloud. Smartbridge cannot guarantee that all messages will reach the recipient.
- (j) Smartbridge commits to providing Staffcloud with an availability (uptime) of 99.5% on an annual average.

8 Third-Party Interfaces

- (a) Staffcloud offers the possibility to export data via a generic interface or to import data into the application via this interface. Smartbridge provides the client with access to the interface to its database after thorough assessment.
- (b) If interfaces to third-party systems exist, the client is responsible for the data processing in these third-party systems complying with data protection laws.
- (c) Smartbridge assumes no liability for the transfer of data to third-party systems being correct, permissible, comprehensive and unobstructed.
- (d) Smartbridge retains the right to restrict or block access to its interface. This applies in particular to excessive, improper or unlawful use of the interface.

9 Support and Client Services

- (a) Smartbridge offers help in case of questions or issues. Conditions and description of services are defined in the separate document "Service Level Agreement". The parties agree upon the specific service level pertaining to the client in the main contract. The client appoints a single suitable employee who collects support requests and notifies Smartbridge of them in a plausible way.

10 Compensation

10.1 Pricing Model for Usage Rights

- (a) All charges are listed in the offer provided by Smartbridge and are subject to the following conditions:
- (i) **Setup Fees:** One-time setup fees are to be paid before the required services are provided.
 - (ii) **Usage Fees:** The usage rights as specified in the offer are made up of the following core parameters: number of active employees in the database, number of users (administrators), chosen functionality package, chosen add-ons and volumes. Usage fees are to be paid at the beginning of the period within the scope of the chosen frequency (quarterly, semi-annually, annually).
 - (iii) **Upgrades:** Within the contractual period, the client can scale up all core parameters (upgrade). The client will be notified of the incidental cost according to the pricing model transparently and prior to the upgrade. Upgrades are settled with the next periodical invoice. In case the last periodical invoice has already been sent out, the upgrade will be subject to a separate invoice.
 - (iv) **Downgrades:** Within the contractual period, core parameters cannot be scaled down (downgrade). For contracts with a duration of more than one year, a downgrade can be made once after 12 months or after 24 months respectively.
 - (v) **Flexible Volumes:** With the exception of SMS volumes, unused volumes expire at the end of the contractual period. When contracts are not renewed or the contractual relationship ends, unused volumes of any kind are not reimbursed. Volumes cannot be used outside the valid contractual period. This applies to assignment hours in particular.
 - (vi) **Maintenance fee:** the maintenance fee is included in the usage fee.

10.2 Compensation for Services

- (a) Services that encompass specific tasks ordered explicitly by the client, such as custom development, are agreed upon and invoiced separately. If the supplemental contract specifies the expected scope of the services owed, these specifications are guidelines. Such specifications therefore constitute neither a fixed price nor a cost ceiling, unless the parties explicitly stipulate this in the supplemental contract.
- (b) Services, particularly when they encompass remedying interruptions that have not been caused by Staffcloud or that are not reproducible (e.g. interruptions due to

hardware factors, incorrect operation, unauthorised interference, intervention with third-party software, viruses, errors in the data material provided by the client or third parties) are to be paid on the basis of cost accrued.

- (c) For services explicitly requested by the client outside customary office hours (Monday to Friday 09 AM–5 PM), Smartbridge can invoice a surcharge of 50%.
- (d) Travel time can be invoiced as working time. Expenses are to be compensated for according to applicable tariffs.

10.3 Invoicing, Payment Terms and Default of Payment

- (a) Invoices are delivered via e-mail to an e-mail address defined by the client.
- (b) Invoices are to be paid within the specified term of 15 days.
- (c) All price quotations offered by Smartbridge exclude VAT.

11 Access Block

- (a) In case of default of payment, Smartbridge is authorised to revoke the client's right to use Staffcloud after prior warning until the completion of outstanding payments.
- (b) In case of an infringement on the usage right and confidentiality regulations, Smartbridge can revoke the client's usage right immediately and definitely.
- (c) It is the responsibility of the client to export all relevant data to ensure that working without the software is possible.

12 Confidentiality

- (a) Smartbridge and the client mutually ensure that all provided or accessible information and data is kept confidential and protected as if it were their own commercial secrets.
- (b) The commercial secrets of Smartbridge include in particular: information about the code, structure, functionalities, user interface and design of Staffcloud. Staffcloud contains information, ideas, concepts and methods, particularly concerning the data processing for certain applications, which constitute the commercial secrets of Smartbridge. Therefore, the client commits to treating Staffcloud with the same diligence and confidentiality as their own commercial secrets, to only using it within the scope of the usage defined in this contract and to not publishing it or making it accessible to third parties in any way or form, whether whole or in part, without prior written consent by Smartbridge. The client ensures that all persons with

access to the software follow these obligations through appropriate instructions, agreements and other applicable measures.

- (c) The client agrees to being used as a reference in the sales documentation of Smartbridge. The client is permitted to mention Smartbridge and Staffcloud in promotional material or event information.

13 Warranty

- (a) Smartbridge continually strives to improve Staffcloud (continuous integration). Smartbridge particularly endeavours to remedy any errors that can be reproduced under the conditions given by the client within an appropriate timeframe. The client is obligated to document the conditions and the form of the error within a reasonable scope and to provide Smartbridge with this information. .
- (b) Smartbridge does not accept any warranty claims for errors and their remediation caused by the client's operational errors. The log data saved by Smartbridge forms the basis of the assessment of what caused the error. It registers and saves all actions performed in Staffcloud.
- (c) Smartbridge only assumes a responsibility to solve interface issues with third-party software when an inter-operability with these programmes is explicitly guaranteed in the main contract and the problems can be ascribed to an error in Staffcloud. It is the task of the client to use the software judiciously, to store all data entered in Staffcloud, and to review the output results. The client is responsible for operating Staffcloud in an operational environment that corresponds to the system requirements.
- (d) The client is aware of the complexity of the Staffcloud system as a whole and the limitations described in these terms and conditions, and acknowledges them.

14 Liability

- (a) The liability Smartbridge assumes is limited to damages caused by intent or gross negligence. No liability is assumed in particular for damages caused by third-party errors (hardware and software providers, network providers), caused by errors in provided third-party software, by incorrect or improper use of Staffcloud by the client, by incorrect data output in Staffcloud or by data loss.
- (b) Furthermore, no liability is assumed when a deficiency can be ascribed to causes that cannot be influenced (particularly force majeure), to improper use, modification of assignment or operational conditions, or to other causes within the client's responsibility.

- (c) No further claims can be made for direct or indirect damages that can be ascribed to an error in Staffcloud. Smartbridge is only obligated to remedy the technical error.
- (d) The liability sum is limited to the value of one yearly usage fee.

15 Data Protection

- (a) Smartbridge provides services that process and save personal data while complying with Swiss data protection law. Smartbridge is obliged to comply with the obligations as described in the data protection agreement. The data protection agreement was created in accordance with the regulations specified in the EU Data Protection Regulation (Article 28 et seq. in particular).
- (b) The client is responsible for data processing (owner of the data collection under Swiss data protection law, as applicable in 2018) and therefore solely responsible for complying with all data protection laws applicable to their business. All further rights and obligations of the client concerning the judicious use of data are specified in the data protection agreement.

16 Modifications to the Terms and Conditions

- (a) Smartbridge retains the right to modify fees and prices at the end of the proper contractual period. In fixed-term contracts, the end of the agreed contractual period is defined as the end date of the contract, in open-ended contracts it is the next possible date for contract termination.

17 Contractual Period and Contract Termination

17.1 Contractual Period

- (a) The duration of the contract is specified in the main contract.
- (b) At the end of the contractual duration, or at the date of the contract termination respectively, all rights to utilisation of services provided by Smartbridge expire. This applies particularly to support and maintenance services.
- (c) Access to such services after the contract end date or termination date is only granted for 30 days thereafter and in exceptional cases, and is subject to payment and a new contract. The client acknowledges that Smartbridge will delete their data after a period of 30 days following the end of the contractual term.

17.2 Termination by the Client

- (a) The client retains the option to withdraw from the contract within 30 days of the beginning of the contract in written form. Setup services already provided by Smartbridge remain payable and will be invoiced, or will not be reimbursed respectively.
- (b) After this 30-day period, the contract can only be terminated at the end of each month in written form. The client is obliged to pay Smartbridge 75% of the contractually agreed-upon usage fees from the termination date to the original end date of the contract.
- (c) With the termination of the contract, Staffcloud will no longer be accessible to the client via the internet. The client is strongly encouraged to store their data on a local storage medium by using the export functionality of Staffcloud. The client is aware of the limitations of the export functionality and consults Smartbridge about them beforehand. If the client wishes to export the data sets to database objects that are not supported by Staffcloud, they are required to contact Smartbridge about this as early as possible. Any further services provided by Smartbridge after the contract ends are subject to payment.

17.3 Termination by Smartbridge

- (a) Smartbridge can terminate this contract in written form and revoke the contractually agreed upon rights if the client heavily violates the contract, particularly if the client defaults payment for more than 30 days despite written notice or the client violates his obligations under section 5 continually after written warning in which a period of 30 days is set in which to reinstate the contractually agreed conditions.

18 Final Clauses

18.1 Comprehensiveness

- (a) This contract contains all agreements between the parties concerning the contractual object. Any earlier agreements shall hereby be void.

18.2 Written form

- (a) All modifications and additions to this contract (including this clause), as well as any additional agreements require the written form to be effective, unless a more stringent regulation is required by law, and have to explicitly refer to this contract. The formal requirements can only be waived by a written agreement.

18.3 Notifications

- (a) Notifications according to this contract can only be made by the authorised persons in written form, via mail or e-mail and have to be addressed to the contractual partner.

18.4 Payment Settlement

- (a) The client can only offset their own claims with outstanding debts with explicit written consent given by Smartbridge.

18.5 Assignment and Transfer

- (a) The assignment of the usage rights granted to the client under this contract is excluded.
- (b) In case the client company is acquired by a third party, the current contract may not automatically be transferred. A new contract with the new ownership of the company is required.

18.6 Partial Invalidity

- (a) Should parts of this contract be invalid or become legally ineffective, the contract as such shall remain valid. In such a case, the contractual partners will adjust, interpret and apply the contract in order to achieve the intended purpose of the invalid or legally ineffective part insofar as legally permissible.

18.7 Place of Jurisdiction/Applicable Law

- (a) The sole place of jurisdiction is Zurich, Switzerland.
- (b) All rights and obligations as described by this contract are subject to Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and excluding international civil law.

18.8 Resolution of Disputes

- (a) In the event of differences of opinion regarding this contract, both contractual partners commit to making every effort in good faith to reach an amicable solution.