

Contract of use

MAVIQ

Netree AG
IT Consultants



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1 Contents

This contract of use ("agreement" for short) governs rights and obligations regarding the use of MAVIQ software.

The comprehensive end user licence agreement ("EULA" for short) forms are part of the present agreement. This is accessible under www.maviq.com and must be read by the software user ("licensee" for short) before commissioning the software. With commissioning of the software, the EULA shall be considered as approved by the licensee - this also applies for third parties that act on behalf of the licensee.

2 Subject matter of the contract

As author of the software ("licensor" for short), Netree AG shall, under the provisions of the EULA, make the software available for use by the licensee for a fee ("usage fee"), during a defined period. All other rights to the software remain entirely with the licensor.

This agreement between you as licensee and the licensor refers to the licensee's acquired right to use MAVIQ software licenses by subscription, as well as relevant installation documentation and know-how of the licensor ("software" for short).

Adaptions of the software developed especially on behalf of the licensee are expressly excluded as subject matter of the agreement.

By downloading and/or installing and/or using the software, the licensee agrees to the terms of this agreement, as well as the EULA, and bindingly accepts them without restriction.

3 Right of use and usage fees

The following terms apply to the transfer of usage rights to the software:

- a) With full and unconditional payment of the usage fees (generally, but not exclusively, based on confirmation of an order), the licensee receives a simple, time restricted (at least 1 year), non-exclusive usage right to the software, as well as the related documentation, for his own purposes. The licensee is expressly prohibited from making these services available to third parties. The transfer of contractual rights and obligations by the licensee to third parties is only permissible with the express written approval of the licensor.
- b) Until full payment of the respective due remuneration, use of the software is granted to the licensee only until further notice. The licensor can revoke the provision of those services that the licensee has incurred arrears for, for the duration of the arrears. In case of indefinite transfer of usage rights, the licensee receives the indefinite and irrevocable usage right to services protected by copyright from the licensor, only after full payment of the agreed remuneration.
- c) If the usage right is abrogated, or if it lapses for another reason, the licensee shall return the software, any duplications (backup copies) made by him, as well as documentation, to the licensor. If a physical handover of the software and copies is not feasible for technical reasons, the licensee shall delete them and confirm this to the licensor in writing. The licensor can cease current service as from the expiry date.

4 Functional scope of the software / services

The functional scope of the software is generally specified by the licensor. The software is continuously updated. This includes optimisation and regular updating of the software. In the course of these updates, partial functions can be modified, or discontinued. The licensor alone decides on the contents of the functionality of the deployed software.

Netree makes the respective latest version of the software (update) available to its customers. The updates are made available by Netree. Communication takes place via electronic channels. It is generally incumbent upon the customer to enquire at Netree about new versions.

5 Customer's responsibility

The customer is under an obligation to meet the minimum system requirements required by the licensor.

6 Conclusion of the agreement

In order for the agreement to be effective, a valid order must be in place.

7 Agreement Term

The present agreement is concluded for a limited duration, pursuant to the duration contained in the order confirmation or receipt, but no less than one year from activation of the licence key, or the service. Any exceptions must be noted in the order confirmation or receipt. Contract renewal must be initiated by the licensee; otherwise, the licence or service will expire at the end of the agreement duration. The process for the renewal of the agreement is initiated by means of an offer and becomes valid in turn for the duration specified on the order confirmation or receipt with the conferral of the order. A reduction of the number of hosts / users is incumbent on the licensee and be announced in writing to the licensor no later than during the offer phase and before confirmation of the order. The number of hosts / users cannot be reduced during the term of validity.

8 Warranty / liability

The licensor is not liable for any losses, such as lost profits, unrealised savings, third party claims, or consequential damages the licensee incurs as a result of using the software. In any event, all warranty claims are limited to the amount the licensee has paid for the contract in the current contract period (maximum last 12 months).

9 Fees and payment conditions

The subscription fees to be paid by the licensee are determined by the respective current price list. We reserve the right to adjust prices at any time. All prices are exclusive of value added tax.

In case of a price adjustment, the licensee can cancel the agreement within 30 days of its announcement to the end of the contract period.

The amount is charged to the licensee in advance, and payable strictly net within 20 days. If the present agreement is extended by the acquisition of additional licenses/software, a separate invoice is generated and the subscription for the next period amended accordingly. The term of existing licenses is adjusted to the term of newly acquired licenses (harmonisation).

10 Payment arrears

In case of arrears, the normal reminder procedure is followed, with cost implications for the licensee. The licensor can revoke the provision of those services that the licensee has incurred arrears for, for the duration of the arrears (service can be interrupted by the licensor). Any damages thereby incurred are the responsibility of the licensee.

11 Further provisions

Subject to written approval by the licensor, the agreement is not transferrable. Both parties undertake to treat sensitive information confidentially and to comply with relevant data protection laws.

The licensee is responsible for correct licensing. The licensor is entitled to carry out licence audits at any time. In case of infringement, the licensee shall re-license for the entire duration of the discovered infringement (at least 12 months) according to the current price list, at his own cost. In case of serious infringement, the licensor reserves a penalty payment.

A modification of the agreement requires written form. The inefficacy of an individual provision does not entail the invalidity of the entire agreement. Order confirmations, as well as the end user licence agreement (EULA), are integrating components of the present licence agreement.

12 Support

The licensor undertakes to support all licensees comprehensively and professionally, following the principle "to best knowledge and belief".

The licensee may send requests for support by email. A response to these requests for support is guaranteed during regular business hours - Monday to Friday from 08:00am to 12:00pm and from 13:30pm to 17:00pm CET. Support services are generally payable.

No guaranteed reaction times are included in this agreement. You generally receive a reply no later than "next business day". This, however, without any obligation to a reaction time on the part of the licensor. Contact, or the commencement of support services, shall be regarded as reaction time. Guaranteed reaction times are generally payable and are governed by an SLA (SLA = insurance regarding the guarantee of establishing contact, or commencement of support services within a time frame to be defined by the licensee).

13 Place of jurisdiction and applicable law

This contract is subject to Swiss law. The court of jurisdiction is Olten / SO. The licensor is, however, entitled to sue the customer at the competent court for his place of business or domicile.