Objectis

Objectis SA

General terms and conditions of sale

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Article 1. Scope of application and Validity

The following general conditions govern the conclusion, the content and performance of contracts concerning the services provided by Objectis.

Article 2. Purpose

Objectis is committed to provide to the customer with the services provisions agreed between the parties. These services provisions generally concern the consultancy service, the expertise, the development, the adaptation and / or maintenance of the software as well as the training.

Article 3. Form of services

The contract annexed to the present conditions is in the form of a mandate. In the frame of this contract, Objectis is committed to provide the specified deliverables. Depending on the type of work to be done, services are provided at the customer's premises or at Objectis' premise.

Article 4. Remuneration, terms and conditions of payment

4.1 Flat Rate

The parties will agree on a flat rate for the services expressly agreed in the amendments to the present contract, subject to a different written agreement. However, the following additional services will be invoiced separately:

- Modification of the scope and content of the services, additional requirements of the customer.
- Imperfect, inaccurate, incomplete or delayed execution of tasks due to the customer. Objectis will notify the customer of these additional charges.

4.2 Time and Material

The parties may agree to execute the services in a time and material contract. The calculation of these services will be made at the rate defined by the contract, it being specified that Objectis may unilaterally modify these rates upon not less than 3 months' prior written notice for the end of a month. If, during the performance of the services, the foreseen financial plan cannot be respected, Objectis will notify the customer in writing and without delay. The following costs will be billed separately and in supplement for the costumer:

- Modification of the scope and content of services, needs and additional requirements of the costumer.
- Customer errors and / or delays implying extra hours of work and / or work on Sundays and on holidays.

Travel time will be counted as working time. The services provided by the company, as well as the related costs will be billed to the costumer.

Article 5. Taxes

All taxes that may be owed as part of the conclusion or execution of this contract are charged to the customer.

Article 6. Payment terms

Objectis invoices are payable net within thirty days. The customer agrees to immediately check the invoices received from Objectis and to inform Objectis in writing and within maximum period of one week, of his possible disagreement. At the end of the thirty-day payment period, the invoices from Objectis will be considered as accepted by the costumer and will be worthy of recognition as debt according to the Article 82 of the Federal Law on the Prosecution for debts and bankruptcy.

Article 7. Subcontracting

Objectis has, at all times, the choice of entrusting to subcontractors the total or partial performance

of the services. However, Objectis remains responsible in such a case for the excellent services performance, to the same extent and in the same way as for the services provided by it.

Article 8.   Execution, verification and acceptance

The obligations of Objectis will be deemed executed, when the agreed services have been performed and when they have been accepted by the customer.

All documents transmitted as part of the performance of a service (intermediate results, texts, etc.) as well as services must be verified by the client within 30 days.

All the disputes, defects and complaints must be communicated to Objectis by the customer, in writing within this 30-day period.

The documentation and all the deliverables are deemed accepted by the client to whom they have been sent, as long as they correspond to the results of the agreed services.

The programs are subject to test procedures specially agreed by the parties. The customer is expected to have accepted these results once their functions and benefits have been verified as part of these procedures.

The day of acceptance corresponds to the date of the official report established by Objectis and containing the results of the acceptance of the service, failing that, the date of the final payment will prevail. Simple errors, without consequences for the intended use, will be rectified by Objectis in accordance with the terms of the warranty. In case of dispute over the terms of the acceptance, the regular use of the result of the services by the customer signifies its acceptance.

Article 9.   Obligation and guarantee

Objectis is committed to provide the agreed services with all due diligence.

Objectis does not guarantee that the devices, systems or programs developed by it may be used consistently and without failure, in any use intended by the customer.

Objectis disclaims all liability in the event that an operating error is due to causes or circumstances that are not attributable to it, for example:

- mishandling by the customer or third parties.

- consequence of third-party services or programs not modified by Objectis.

- modification of operating conditions and conditions of use.

- modification of all or part of the devices, systems or programs by the customer or third parties, without prior written authorization from Objectis.

The maintenance of the results of the service are not covered by the guarantee. These are settled in a separate contract between Objectis and the customer.

The errors that are entirely attributable to Objectis will be corrected free of charge, as long as it receives a written notice of these errors within six months after the day of receipt.

Errors corrections will be made according to a procedure or a period of time specially agreed between the parties. Objectis guarantees that by performing the agreed services, it will not infringe upon, in full knowledge of the facts, the property rights of third parties.

Article 10. Responsabilities

Objectis has no influence on the use or modification of machines and equipment using the result of its services. It is therefore not responsible for the consequences of the use or modification of the machines and equipment using these results. Machines and equipment using these results are used or modified under the sole responsibility of the customer.

Objectis' liability for indirect damage is expressly excluded: loss of profits, unrealized profits and savings, over-use for the customer, claims by third parties, accidents caused by equipment using the provided software, etc.

This exclusion of liability is valid both for the performance of the services agreed between the parties and the use and exploitation of the result of the services and the results thus obtained.

The results provided by Objectis can only be used on machines and equipment under the strict condition that all the safety parameters of the machines and equipment will be reliably assured by the customer independently and redundantly from the software developed by Objectis. Therefore, Objectis cannot be held responsible for any safety defect of the machine or equipment.

Objectis' liability is limited to compensation for the direct damage suffered by the client in the performance of the agreed services (non-execution, formal notice, lack of due diligence, warranty, infringement of the protective rights), provided that it is established without dispute that this direct damage was caused intentionally or by serious negligence by the Proponent.

Any liability of Objectis is expressly excluded when circumstances that are not attributable to it prevented Objectis from providing in a timely and perfect manner the agreed services.

Article 11. Customer's obligations

The customer undertakes to provide the following services as a condition for the proper performance of the contract by Objectis:

- Naming of a project manager who will be the contact for Objectis.

- control, verification and acceptance of the concepts, results, reports and in a general way of Objectis services.

- provision of sufficient auxiliary staff

- provision of any device, computer system, program and necessary test indication for the installation, operation and development of the agreed services.

- communication to Objectis of all documents and information necessary for the performance of services.

- development and establishment of a safe and reliable organization, ready to assume responsibility for projects.

- the client is committed to train its employees accordingly to their intended use of the service.

Article 12. Customer responsibility

The customer is fully responsible of:

- specifications, solution concepts and implementation guidelines defined by him.

- the choice of data to process, machines and programs intended for the exploitation and actual use of Objectis services.

- the choice, the setting up and installation of the technical, organizational and administrative condition that are necessary for the exploitation and the actual use of Objectis services.

- selection, recruitment and selection of its staff, including indispensable auxiliary staff.

- control and verification measures of all results and reports communicated.

- data protection measures and backup programs.

Article 13. Obligations common to the parties

The parties mutually agree to exercise the utmost discretion and confidentiality in all matters relating to the conclusion and performance of the contract. The parties mutually instruct their employees, agents and collaborators, so that all non-official or non-public information that is made accessible to them under this contract is treated in strict confidentiality, not disclosed to third parties, or published, entirely or partially.

Article 14. Confidentiality

The terms and conditions of this agreement are confidential and will not be disclosed in whole or in part to third parties by one party to the contract without the agreement of the other party.

The parties undertake to keep confidential any technical or commercial information acquired in the course of their activities in connection with this contract. If, for technical reasons relating to the fulfillment of the contract, certain information has to be disclosed to a third party, the party who wishes to disclose this information must imperatively and beforehand inform the other party who will be free to give his consent to the disclosure.

No prior agreement of the other party is however necessary to communicate the terms and conditions of this contract and any other information relating to this contract, to its directors and employees, to its subsidiaries, to its subcontractors, however to the extent where disclosure is necessary for the fulfillment of the object of the contract and the persons to whom the information is disclosed undertake to maintain the confidentiality of the information and the party who has disclosed the information shall ensure compliance of this commitment. Finally, the persons to whom the information would be revealed take note that it cannot be exploited except for the one that is described in the present contract.

No customer co-worker who has worked with the software platforms provided by Objectis is authorized to provide training services relating to

these platforms to persons outside the company. Objectis is authorized to mention the name and logo of the clients for advertising purposes. The customer may at any time withdraw this authorization by notifying Objectis SA in writing.

Article 15. Properties and use of rights

Objectis has the right to use for similar works all the ideas, concepts and processes that it has developed and fine-tuned by performing its services for the customer, whether for himself or in competition with employees, associates or other agents of the client. Software components, libraries, methods, and general-purpose processes can be freely reused by Objectis unless they are explicitly protected by an intellectual property agreement or patent.

Article 16. Termination

The parties may at any time agree to a joint termination of the contract. The unilateral termination of the contract by the customer is possible in the following cases:

- for all services over 15 months, giving 7 months written notice at the end of a month.

The termination of this contract by Objectis is possible in the following cases:

- delays in customer payments

- customer insolvency

- non-performance of obligations by the customer or third-party services, whose performance of Objectis services depends, after formal notice and setting an appropriate deadline for execution.

In the event of early termination of the contract, the customer will bear the full costs incurred by Objectis under the contract, until receipt of the written notice of termination. If the early termination of the contract is attributable to the customer, the latter will pay to Objectis an amount due for the services already performed according to the specifications. If the services are calculated on a time and material basis, with a financial plan set, the upper limit of the plan will be the total amount of the services.

The provisions relating to secrecy, liability, unfair recruitment and ownership rights remain valid in the event of early termination of the contract.

Article 17. Assignment of rights and obligations

All or part of the rights and obligations arising from the contract may be assigned to third parties only with the prior written consent of the parties.

Article 18. Compensation

Any compensation of the services with those of Objectis is excluded, unless otherwise agreed in writing by the parties.

Article 19. Convention and various annexes

All annexes form an integral part of the contract. Insofar as these annexes do not provide otherwise, the provisions of the contract are applicable to the parties.

All annexes to the contract as well as all the subsequent agreements amending the contract and / or its annexes must be in writing and must be validly signed by the parties.

The contract and all subsequent annexes and agreements govern the relationship between the parties and prevail over the information exchanged during the contract negotiations, as well as any disagreement between the customer and Objectis.

Article 20. Remaining in force of the contract

Assuming that only part of the contract, any of its annexes or any subsequent agreement is null and void, the remaining clauses remain in effect.

The parties undertake to make every effort to achieve the intended purpose, notwithstanding such partial nullity.

Article 21. Applicable law, place of execution, place of jurisdiction

The contract and its annexes, as well as all subsequent agreements and later agreements are subject to Swiss law. The parties agree to submit any litigation dividing them, which could not be settled amicably, exclusively before the competent ordinary authority having jurisdiction in Yverdon.