



TERMS AND CONDITIONS

Camptocamp SA, QG Center, Rte de la Chaux 4A, 1030 Bussigny

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1 GENERAL POINTS

These terms and conditions govern all contractual terms applicable to the provision of Services, as described in the service offer to which these terms and conditions are attached, by Camptocamp SA to its customers.

The service offer, signed by Camptocamp and counter-signed for acceptance or agreement by the customer, and these terms and conditions form together a single contractual whole and therefore a single contract.

1.1 DISAGREEMENT BETWEEN THE TERMS AND CONDITIONS AND THE SERVICE OFFER

In the event of disagreement between the service offer and the terms and conditions, the clauses of the service offer take precedence.

1.2 MODIFICATIONS OF THE TERMS AND CONDITIONS

Camptocamp reserves the right to modify the terms and conditions subject to informing the customer beforehand.

Terms and conditions modified in this way will, therefore, be deemed applicable to the current contract on the day the aforementioned information is provided on the condition that the customer, duly informed, has not expressed his disagreement in writing within one month of receiving the information.

1.3 DESCRIPTION OF SERVICES

The precise nature of the Services, their features and the timeframe for provision of the Services are described in the service offer.

1.4 PROCEDURE FOR CONCLUSION OF THE CONTRACT

The offer to contract may only come from Camptocamp and is issued by the sending of the service offer and the terms and conditions to the customer. If the customer has, prior to the sending of these documents, made a precise request for the provision of Services, this request or offer will be expressly considered as having been refused.

The service offer is issued for a period of 30 days starting from the date indicated on it. If the customer does not expressly or tacitly accept the service offer within the 30-day period, the offer will be considered lapsed.

2 PRICE AND PAYMENT TERMS

2.1 PRICING

The price to be paid by the customer in exchange for the provision of Services by Camptocamp, as well as the methods used to calculate this price, are set out in the service offer.

The amounts mentioned are understood to be exclusive of tax and exclusive of reasonable costs and expenses encountered during the provision of the Services.

Camptocamp reserves the right to modify the methods of price calculation as set out in the service offer by means of written notice to the customer at least one month before they come into effect.

2.2 BILLING, METHODS AND LATE PAYMENT

Invoices are issued monthly by Camptocamp. They are payable without discount within a period of 10 days.

In the event of late payment, reminder fees amounting to 50 CHF for each reminder as well as interest at 8% per year is levied on the total amount as soon as the deadline has passed.

In the event of late payment of more than 30 days after the date the invoice was issued, indicated on it, Camptocamp may suspend the provision of its service and terminate the contract at the exclusive fault of the customer.

Camptocamp will, therefore, inform the customer in writing of its desire to suspend and/or terminate the contract.

The suspension or termination will be effective within 15 days of the written notification.

3 REIMBURSEMENT OF EXPENSES

The expenses incurred by Camptocamp as part of the execution of the contract will be reimbursed by the customer on the basis of supporting documentation and according to the following provisions:

- Intercontinental flight: Business Class
- Continental flight: Economy Class
- Train: 1st class ticket
- Private vehicle: 0.70 CHF per km
- Accommodation: 4-star hotel at the place of activity, breakfast included
- Meals: actual costs

Travel time exceeding 30 minutes will be billed at 50% of the agreed rate.

4 CONFIDENTIALITY

The parties undertake not to divulge any confidential information that they have knowledge of.

The following information is considered confidential: any data of any type whatsoever concerning facts, methods, and knowledge that are not - at least in their real application under the execution of the mandate - in the public domain and is accessible to everyone. Excluded from this is any confidential information transferred for the justified protection of self-interests, as long as the third parties concerned are subject to an equivalent duty of confidentiality or the transmission is required by law.

The parties will use the confidential information of the other party for the exclusive ends of fulfilling their contractual obligations and only when this is necessary.

The parties will take all appropriate measures from both an organizational and a practical point of view to avoid the illicit disclosure of confidential information. They will particularly ensure that the members of their governing bodies, their colleagues and third parties associated with the execution of their mandate are also subject to an equivalent duty of confidentiality. The confidentiality obligation remains in place once the contractual relationship has ceased.

The abovementioned obligations do not prevent Camptocamp from carrying out similar or identical activities for other customers if the duty of confidentiality is respected, even if the interests of these customers overlap with those of the customer. In such circumstances, Camptocamp will take the necessary organizational measures to avoid any conflict of interests.

5 INTELLECTUAL PROPERTY RIGHTS

The customer expressly accepts that the developments carried out under this contract will

be subject, from their creation and whatever their completion status, to a free license compatible with the Software license.

The customer and Camptocamp also undertake not to apply for a patent for any development not yet disclosed or made public.

The customer shall leave to Camptocamp the responsibility for managing the issue of the compatibility of licenses related to the developments.

The customer expressly accepts the transfer of full copyright and licensing rights to Camptocamp.

6 RECRUITMENT PROHIBITION

With this contract, the customer undertakes not to poach/recruit the employee(s) made available as part of the project.

In the event of breach of this clause, an amount corresponding to the annual salary of the poached employee will be paid by the customer to Camptocamp as a penalty clause. We reserve the right to any additional compensation.

The recruitment prohibition remains in place for 12 (twelve) months after the end of the contractual relationship.

7 CUSTOMER'S OBLIGATIONS

The customer undertakes to cooperate with Camptocamp to provide any assistance required so that Camptocamp can carry out its mission diligently and according to schedule.

To this end, the customer must provide Camptocamp, or any person appointed by Camptocamp, with the necessary information and access, as well as the time required so that the customer himself, or one of his representatives, can provide any written or oral explanations or information reasonably requested by Camptocamp.

The customer must comply with, and be known to comply with, applicable national and international regulations and legislation so that Camptocamp can provide its Services usefully and validly.

The customer will be solely responsible for damages that he may be led to suffer and/or those caused directly or indirectly to Camptocamp and/or third parties due to non-respect of this legislation or these regulations.

Any information provided to Camptocamp will be deemed complete, reliable, sincere and not obsolete.

The documents, opinions, and advice issued by Camptocamp are for the sole attention of the customer who accordingly will not communicate them to any third party without the prior written agreement of Camptocamp.

8 CAMPTOCAMP'S OBLIGATIONS

Camptocamp undertakes to provide the Services in accordance with standard practice, with the required care and skill, and in making every reasonable effort to respect the customer's requirements.

However, as regards the provision of intellectual Services, Camptocamp will not be held to an obligation of means in the provision or supply of the Services.

The Services provided by Camptocamp are supplied on the basis of the legislation, regulations, and circulars in force on the day they are provided.

Camptocamp will not be obliged to contact the customer after any Service provision to keep him informed of a legislative or regulatory change.



9 BEGINNING OF SERVICE PROVISION

The contract is deemed to start on the date on which the Services will have begun to be provided, or, where applicable, the date stipulated in the service offer.

Where a schedule has been agreed between Camptocamp and the customer in the service offer, the parties will endeavor to respect this schedule. However, this schedule must not be considered as mentioned for guidance purposes only (unless otherwise expressly stipulated in the service offer).

In the absence of a schedule, Camptocamp will provide the Services within a reasonable timeframe.

10 TERM/TERMINATION OF THE CONTRACT

The contract will cease:

- either on the date on which the agreed Services have been delivered to the customer;
- or, where applicable, in accordance with the term agreed between the parties;
- or, where applicable, on the date on which the Services have been provided in accordance with the schedule provided.

Whatever the reason for termination of the contract, the clauses stipulated in these terms and conditions, the service offer or any other written agreement signed between the parties, which, by their nature or purpose, are intended to continue beyond the term or termination of the contract, will continue to apply between the parties.

10.1 UNILATERAL TERMINATION BY ONE OF THE PARTIES

If no term is stipulated in the service offer or any written document signed between the parties, Camptocamp or the customer may, by means of one-month notice period notified to the other party in writing, terminate the contract, without being required to provide a reason for the termination.

The notice period mentioned in the preceding paragraph runs from the date the written information is sent.

10.2 TERMINATION BY COMMON AGREEMENT

At any moment, Camptocamp and the customer may agree to end the contract according to the conditions and methods freely agreed between them in writing.

10.3 TERMINATION FOR BREACH

Either of the parties may immediately end the contract in the event of serious or intentional misconduct by the other party.

The party wishing to terminate the contract immediately must, however, inform the other party of this by registered post with request for acknowledgment of receipt, mentioning the reasons on which the termination is based.

The termination, if recognized as founded or non-contested, is effective on the date of the sending of the registered letter with request for acknowledgment of receipt addressed to the party to which fault is reproached.

10.4 FORCE MAJEURE

Camptocamp shall not be held liable in the event of breach or improper performance of its obligations, or delay in the provision of Services if this is due to a case of force majeure.

The parties expressly agree that natural disasters, epidemics, fire, flood, industrial action, social conflict, war or similar events, acts of terrorism,

uprisings and acts of government are to be considered as cases of force majeure, without this list being exhaustive.

10.5 PAYMENT TO CAMPTOCAMP IN THE EVENT OF TERMINATION

The customer undertakes to pay Camptocamp for the Services that have been provided until the day of termination, as well as any expenses incurred by Camptocamp.

11 USE OF CUSTOMER DATA FOR PROMOTIONAL PURPOSES - LICENSE

By accepting the terms and conditions, the customer expressly authorizes Camptocamp to refer to x Services and to the customer for promotional purposes.

To these ends, the customer:

- expressly authorizes Camptocamp to mention in any information, marketing, commercial or promotional document (paper or electronic), destined for Camptocamp prospects, via any media including the Camptocamp website, the type of service provided and
- grants to Camptocamp, a perpetual, worldwide, free, non-exclusive, irrevocable license to use its trade name and/or its company name, its logo(s) and the brand(s) belonging to the customer for these promotional purposes.

This usage license specifically includes the right to save all or part of the names, logos and brands and reproduce them in promotional material.

Apart from the type of service and the names, logos and brands, Camptocamp undertakes not to use or divulge, in any form whatsoever, any other information communicated by the customer to which they are party as part of the execution of the contract, and not to use the names, logos, and brands for any means other than the said promotional purposes.

12 EXCLUSION AND LIMITATION OF LIABILITY

The parties undertake to make all efforts necessary to limit the harmful consequences resulting from the fault of one party and waive compensation for damages that could have been avoided, limited or reduced by reasonable action on their part.

12.1 EXCLUSIVE LIABILITY CLAUSE

By common agreement between the parties, it is agreed that Camptocamp will not be held liable for harm caused to the customer:

- in the event of fault or fraud of the customer or his employees or representatives, or negligence or provision of incomplete, erroneous or obsolete information by the customer or his employees or representatives;
- in the event of breach or late execution by the customer, his employees or representatives, of his contractual, legal or regulatory obligations;
- in the event of use of the Services outside of the case, situation or context for which they were provided; or
- in the event of changes in practice or administrative interpretation.

Camptocamp will only be held liable for compensation for direct certain personal damages suffered by the customer and with the exclusion of all future damages, indirect, by ricochet, or of loss of reputation or resulting from a drop in turnover, of data, loss of opportunity, profits or absence of savings.

12.2 DISCLAIMER

In all circumstances except in the event of gross or intentional misconduct, the parties expressly agree that Camptocamp will not be held liable for more than an amount equal to the amount of the Services, excluding tax, billed by Camptocamp and paid by the customer.

13 MISCELLANEOUS

13.1 SUB-CONTRACTING

Camptocamp reserves the right to sub-contract all or part of its Services without having to obtain the customer's prior authorization. Camptocamp will, however, endeavor to provide the Services itself.

13.2 TRANSFER OF RIGHTS

The rights and obligations of the customer stipulated in the contact cannot be ceded or transferred, totally or partially, with or without charge, in any form whatsoever, without the express prior written agreement of Camptocamp.

13.3 VALIDITY OF THE CONTRACTUAL CLAUSES

In the event of annulment of any one of the contract's clauses by a court or any authority having this power, the other clauses of the contract will remain in force, and the parties will endeavor to negotiate, in good faith, a replacement for the annulled clauses by one or more economically equivalent clauses.

13.4 APPLICABLE LAW - COMPETENT JURISDICTION

Any disputes arising in relation to the performance of the contract will, failing an amicable solution, be submitted to the common courts.

The place of jurisdiction is Lausanne, Switzerland. Camptocamp reserves the right to act in the customer's place of jurisdiction. All legal relationships between the customer and Camptocamp are subject to Swiss law.