

skybow License Agreement

1 Licence Terms

1.1 Object

The object of this Agreement encompasses the product developed by the licensor (skybow AG) as well as the corresponding documentation referred to hereafter as «skybow software products».

The licensor grants the customer the non-exclusive right to use the skybow software products under the conditions in this license agreement; as for the rest, all rights to the skybow software products and the documentation remain with the licensor and his suppliers. Without the written consent of the licensor, no copies of the skybow software products can be made.

1.2 Duration

These terms become effective with the closing of a sales contract and are considered fulfilled when the purchased skybow software products have been supplied.

The licensor can terminate this Agreement when there has been a serious breach of the terms. Therewith, the Agreement will be terminated effective immediately.

Insofar as no set duration has been agreed upon, this Agreement is considered to hold for an indefinite period, however, not past the economic lifetime of the licensed subject. The right to support services as well as the right to reorder or substitute services are only valid for as long as the licensed material for which these rights are in place is offered by the licensor, however, not longer than

3 years after closing the relating amendment. The right to use the skybow software products shall apply for an indefinite period.

After this Agreement has been terminated – independent of the reason for termination – the customer is obliged to immediately cease use and to return the supplied skybow software products on the original data carrier as well as all other objects, documents and copies of the software to the licensor unsolicited and at his own costs. The customer is also obliged to completely remove the software from his computer in such a manner that it cannot be restored. Upon request of the licensor, the customer is obliged to confirm the successful return and removal mentioned above in writing.

1.3 Delivery

The delivery of the skybow software products to the customer takes place at the time agreed mutually. The skybow software products are delivered in their most recent form/release.

1.4 Reimbursement and payment conditions

The customer reimburses the licensor for the license use as agreed upon in the sales contract.

1.5 Copyright

The skybow software products are copyrighted by the conditions pertaining to the protection of computer programs. The Swiss copyright law

pertaining to Swiss copyright and used patent rights (Swiss Copyright Law, URG) are valid. The copyright specifically includes the program code, the documentation, the design, the structure and organization of the program files, program names, logos and presentation forms within the software. All rights resulting from the copyright are in the possession of the licensor.

1.6 Right of Use

The customer has the right to use the skybow software products and functions located on a defined server farm or tenant and within the scope of the agreed number of access licenses. Usage of the skybow software products that goes beyond the agreed extent is prohibited and the customer is obliged to immediately request post-licensing from the licensor and to provide indemnity. The right to use is limited to the software listed within these license terms irrespective of the fact that the customer can technically access other extension components.

The usage of the skybow software products in the fields of application of human medicine, gene technology, pharmacy, flight operations and flight insurance (including space travel) as well as nuclear facilities, as far as it is not demonstrably a purely commercial application unrelated to technology, is not permitted and expressly excluded from the right of use. Any unauthorized use within the aforementioned fields of application will result in the immediate expiration of the license as well as the immediate expiration of any liability or guarantee.

With the exception of the usage rights granted to the skybow software products, all other rights remain unaffected, in particular, the right of ownership as well as the copyright even when changes or amendments have been made. This is also true for changes that evolve from demands made by or in cooperation with the customer.

The customer agrees that the purchased skybow software products are solely for his own use.

The skybow software products are considered confidential. The skybow software products and their documentation, that is not publicly available on www.skybow.com, shall not be conveyed, transferred or made available to third parties, neither in whole nor in part, in any form without written consent. The customer is neither

authorized to provide personal serial numbers, activation codes and/or passwords for the software to any third parties. In case of violations, the customer shall indemnify the licensor in full. This obligation is valid indefinitely even after this Agreement has been terminated.

The customer shall take appropriate action to prohibit unauthorized access by third parties to the skybow software products - and, in particular, to the program code as well as passwords.

The customer is not authorized to translate, edit, decompile, reverse engineer or disassemble the software. Furthermore, the customer shall not attempt to gain access to or encrypt the source code of the software through disassembling, decompiling, reverse engineering or any other such method. However, the rights of the customer according to section 21 URG and section 17 URV remain unaffected. If information required for the creation of interoperability according to section 21 URG can neither be derived from the corresponding usage documentation nor from otherwise freely available information, then the customer must provide the licensor with sufficient time to provide the appropriate information upon request before a possible decompilation according to section 21 URG takes place.

The customer does not have the right to make changes or encroach upon skybow software products themselves or through third parties even when it is to resolve possible program errors. This is not valid when the licensor has declined the execution of those changes. The licensor only accepts such changes with an appropriate remuneration, e.g. within the scope of a software maintenance and/or service contract.

The customer has the right to demand the corresponding software, including documentation, as a subsequent delivery in case of modifications, expansions or newly created versions insofar as he possesses a software maintenance contract.

For the skybow software products, the licensor provides software maintenance based upon a separate maintenance contract.

Software products which are not produced by the licensor are excluded from the terms of this clause.

If the customer violates the terms of this clause, a remuneration is to be paid to the licensor to the amount of 10 times the one-time license fee. The fulfilling of this penalty does not, however, release

the customer in any way from his other contractual duties.

1.7 Warranty

1.7.1 Functions

The functions of the skybow software products are professionally inspected before being delivered.

The licensor resolves defects during the first 6 months, for hidden defects 12 months, free of charge when the defect is found in the delivered, unchanged version of the skybow software products and only when this is communicated to the licensor properly and in writing within 30 days of the occurrence of the defect.

The service of the licensor also includes either the provision of a program update (-fix) or a corrected version.

The urgency of the improvement is measured by the degree in which normal operation is hindered. Improvement takes place in and at the licensor's discretion as to whether the customer is provided a new software version or if the customer is provided with feasible options for avoiding the effects of the defect.

1.7.2 Warranty Claim

The licensor can, however, not guarantee that the information system in operation and the system components agreed upon will continuously run uninterrupted and without errors in all of the combinations desired by the customer, with any data, IT system or program. Neither can he guarantee that resolution of one malfunction will not result in other malfunctions.

1.7.3 Release from the Warranty Claim

The licensor is released from his warranty duties when he can prove that the defect brought forth did not result from circumstances for which the licensor is responsible, in particular for changes to the application and operation conditions, encroachment on the data processing system by unauthorized parties or misuse on the part of the customer or third parties. This is specifically true for changes made to the skybow software products without consulting and receiving approval from the licensor beforehand.

1.7.4 Liability

The licensor is only liable for direct damages from this contractual relationship up to a sum of the individual license costs. Liability for indirect

damages such as consequential damages, third-party claims, loss of profit, loss of data etc. shall hereby be excluded within the scope permitted by law; this also applies to the liability for slight negligence.

The limitation of liability and the exclusion of liability shall be valid for contractual as well as for non-contractual and/or quasi-contractual claims.

1.7.5 Legal warranty

The licensor declares that he has the right to issue a license for the program and that this does not infringe upon the existing property rights of third parties. The licensor releases the customer from any liability for violating Swiss copyrights as well as for violating other third party intellectual property rights insofar as the violation of such third party rights solely resulted from the contractual use of the software licensed within the scope of this agreement.

A further reaching licensor warranty for the customer in the case of actual or charged claims from third parties shall be excluded.

1.7.6 Client liability

The customer releases the licensor from all liabilities and from all damages insofar as third parties have made such claims towards the licensor which resulted from non-conform usage. The indemnity obligation also includes costs of the licensor which incur in the context of a use on the part of the customer which is not compliant with the contract.

1.8 Identification

Upon completion of the contract, the customer automatically grants skybow AG permission to publicly use the customer's logo. This permission includes using the logo on skybow AG's website, in marketing materials, and on other platforms that are owned or represented by skybow AG. The customer hereby gives their explicit consent to the use of the logo and releases skybow AG from any claims from third parties that may arise from the use of the logo.

The customer has the right to revoke this reference permission in written form at any time.

1.9 Non-disclosure

1.9.1 Information access

The parties are governed by a strict non-disclosure agreement as far as information to other parties is concerned. The parties and their employees agree to treat all information gained while performing their duties, which is not general knowledge, as confidential, to neither partially nor completely provide it to third parties and to also not use it for their own purposes.

1.9.2 Data protection laws

The parties are subject to federal and cantonal data protection laws as well as their executive regulations. Both parties know that fulfillment can lead to the accessing or processing of personal information. The licensor is to handle proper organizational, technical and, when applicable, contractual measures for ensuring data protection.

2 Refund and Payment

2.1 Refund Policy

2.1.1 Perpetual license based contracts

You may cancel or terminate your maintenance/support agreement with a one calendar month notice. Pre-paid software maintenance/support as well as delivered implementation services will not be refunded.

2.1.2 Subscription based contracts

You may cancel or terminate your skybow subscription with a one calendar month notice. You must pay all amounts due before termination is effective. For subscriptions having a one month Term no refund is applicable. For subscriptions of more than 1 month where termination is given within 30 days after the subscription became effective, you must pay the 1st month and a refund of the remaining portion will take place. For all other termination of subscriptions during the Term, you must pay the remainder of the Term and no refund will take place. Delivered implementation services will not be refunded.

2.2 Payment Policy Subscriptions

2.2.1 Billing and Charges

Charges, whether on a Monthly or Annual Plan, are being made each renewal day (the same day that you originally signed up for the plan).

2.2.2 Renewal Policy

Your subscription, whether Monthly or Annual, will automatically renew at the end of the subscription term unless you cancel it as provided in the policy.

2.2.3 Failed Charges

If skybow is unable to bill your credit card, your account will enter the dunning process and you will then have 10 days from the failed charge date to update your card information before we limit your access to the subscribed skybow software and your account. Accounts that have been terminated may be reactivated if valid payment information is entered and the card can be successfully processed for all charges accrued on the account since the failed credit card charge. All unpaid accounts will be deleted after 180 days.

2.3 Downgrade Policy

2.3.1 Perpetual License based contracts

Perpetual Licenses cannot be downgraded.

2.3.2 Subscription based contracts

You may downgrade the number of users into your skybow subscription with a one calendar month notice. You must pay all amounts due before downgrade is effective. For subscriptions having a one month Term no downgrade is applicable. For subscriptions of more than 1 month where downgrade request is given within 30 days after the subscription became effective, you must pay the 1st month and the new downgraded subscription starts on the 1st day following the initial Term. For all other downgrades of subscriptions during the Term, you must pay the remainder of the Term and the new downgraded subscription starts on the 1st day following the initial Term.

3 Subscription Policy

Subscription Policy means a schedule of rates released by skybow, called plans, which contain the fees payable by the subscriber according to the terms and conditions for that particular plan.

skybow will provide these plans into the skybow portal.

4 Termination

4.1 Relevant documents

When this Agreement is terminated, the corresponding documents and documentations have to be returned immediately to the corresponding party.

4.2 Non-disclosure

The terms pertaining to non-disclosure and data protection, work result rights, warranty, liability as well as concerning partial invalidity, applicable law, dispute resolution and the arbitration clause remain intact even after the date of termination.

5 Appendices, amendments and partial invalidity

The appendices attached to this agreement make up an integrated component of the agreement.

5.1 Restructuring

If the licensor is taken over or is restructured, then this Agreement is to be passed on to the subsequent organization without any changes. Amendments to this Agreement can only be done in written form and with the consent of the licensor.

5.2 Invalidity

If a condition of this Agreement should be or become invalid or ineffective, then the remaining clauses will remain unaffected. The ineffective condition is replaced by a condition which, from an economic perspective, comes closest to the invalid or ineffective condition. A similar method shall be

used in the event that a gap is found in the Agreement.

6 Applicable law and dispute resolution

6.1 Applicable law

Only Swiss law is applicable to this Agreement and excludes the UN Convention on Contracts for the International Sale of Goods (CISG).

6.2 In Good Faith

Should differences or disputes arise among the parties while applying, laying out and executing this Agreement, then an attempt, in good faith, is made to mutually resolve these differences and disputes.

6.3 Jurisdiction

In the case of dispute, the parties agree that Effretikon, in the canton of Zurich, is the sole place of jurisdiction for all disputes pertaining to or resulting from this Agreement.

7 Information obtained by skybow

7.1 Personal information you provide

We store the personal information you enter on the skybow website or give to skybow in other ways. We currently obtain personal information through:

- registration to use our products and services
- event tracker scanning
- registration for events and webinars
- sign-up to our newsletters and event alerts
- participation in discussion forums
- registration for our portal
- registration for Solution Studio Online

7.2 Personal information currently solicited

We collect first and last name, sign-in name, password (for skybow Accounts), position, company name, contact phone number, country and email address.

7.3 Uses made of collected personal information

skybow collects and logs this information in order to:

- identify you, when you sign-into your skybow account
- send you information you have requested, such as our newsletters and alerts
- carry out statistical analysis of the skybow website and the people visiting, in order to improve the website and our services
- contact you directly, or via one of our distribution partners, following the supply of personal information. If you wish to stop all skybow correspondence please contact info@skybow.com

7.4 Device Information

When you download and use our Services, skybow automatically collects information on the type of device you use and your operating system version.

8 Automatic Collection – Cookies and Other Tracking Technologies

In common with most other websites skybow and its affiliates, analytics partners, marketing partners, or service providers use cookies and similar technologies to analyze trends and to manage your session on the skybow website and skybow Portal.

Tracking technologies are used to make your visits easier in several ways: necessary session management; performance enhancement; and functionality. Cookies and other similar technologies help manage your session so that you can move easily from one page to another, so that your page requests are loaded in a smooth, consistent, and secure manner, and to track user traffic patterns using statistics from users' visits to the skybow website. These technologies also make your next visit easier by authenticating sign-ins to the parts of the site that are for registered users, to enable you to submit forms or other information through the website, to initiate downloads of content, and otherwise store any preferences or selections you set through the website. Finally, these technologies make the site more useful. This

remembered information helps us understand how people use the website and gives us explicit information about the technologies that we use and your choices when it comes to these technologies. As true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically collected data to any other information we collect about you.

Unless you have adjusted your browser settings so that it will refuse browser cookies, our system will issue browser cookies as soon as you visit one of our Services, and, once you have browser cookies enabled and visited one of our Services, we store a browser cookie on your computer or device to remember this for the next time you visit our Services. This Cookie will expire. However, if you wish to withdraw your consent before then, you may do so at any time, but will need to delete your browser cookies using your internet browser settings.

Our site contains links to other websites, including those of our partners, whose information practices may be different from ours. Visitors should consult those other third party websites' privacy notices, since those websites are not covered by this Privacy Policy and may follow different procedures. From time to time, we also partner with third parties who may place cookies on your browser when you visit our website, may send their own cookies to your cookie file, and may use those cookies to provide targeted advertising based on your interests and previous browsing history. Please note this does not opt you out of being served advertising. You will continue to receive generic ads.

We use Local Shared Objects such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our website or to display advertising based upon your browsing activity also use HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.

The information above has been provided to give clear and comprehensive information about skybow use of cookies and similar technologies. If you choose to use the Services without blocking or disabling cookies or opting out of these technologies, you will indicate your consent to our

use (in accordance with this Privacy Policy) of any personal information that we collect using these technologies. If you do not consent to the use of these technologies, please be sure to block or disable them using your browser settings, the opt-out links above, or the settings on your mobile device.

9 Information Sharing

We will share your personal information with third parties only in the ways that are described in this Privacy Policy. We do not sell your personal information to third parties. We may disclose aggregate statistics about visitors to the Site in order to describe our services to prospective partners, sponsors and other reputable third parties and for other lawful purposes, but these statistics will include no personal information.

We may also disclose your personal information:

- as required by law, such as to comply with a subpoena, or similar legal process
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request
- to any other third party with your prior consent to do so.
- If skybow is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information
- to any other third party with your prior consent to do so

We use service providers, including a customer relationship management software provider, marketing automation provider, social community software provider, gamification service provider, and website analytics provider, to provide certain services in support of the Site. These service providers may need to have access to your information in order to provide their services.

Certain services identified on this site are offered by business partners. If you wish to take up those services you will need to share your information with them in order to receive these services. These companies are authorized to use your personal information only as necessary to provide these services to us.