

GENERAL TERMS AND CONDITIONS

1.1 Languages of communication

The mutually agreed languages of communication between the Client and Linalis shall be either English and/or French.

1.2 General Scope of application

The General Terms and Conditions govern the general relationship between the Client and Linalis and are part of this Agreement. The Specific Agreement is part of this Agreement and states specific obligations of the Parties.

In case one or more provisions of the General Terms and Conditions Agreement are in conflict with a provision of the Specific Agreement, the term of the Specific Agreement supersedes.

1.3 Definitions

The following expressions and abbreviations shall be defined as follows:

Expression	Definition
Administration	Administration of the contract, Client relationship, reporting of hours, invoicing etc.
Agreement	These General Terms and Conditions, the Specific Agreement, Appendices and all present and future amendment(s) related to the present Agreement.
Appendix	All signed documents including Maintenance, Support, Consultancy, Change Request, or additional work requested by Client and being part of the present Agreement.
Change Request	New work requested by the Client that augments or changes the Solution described in the Specification.
Client	The Client as defined in the Specific Agreement.
Consultancy	Consultancy are expert advices given by Linalis regarding software development, system administration, Business Intelligence, and Web development.
CSV	Acronym: Comma Separated Value. A common file format used for the exchange of information between information systems where data is separated by comma.
Dashboards	A management tool, alternative to static reports, that shows information through the use of a combination of graphs, scorecards, and report components.
Data Mart	Typically an access layer to a data warehouse and usually a subset of the data in a data warehouse that is oriented to a specific business line or team.
Data Warehouse	A database used for reporting and analysis purposes. Generally comprising of data collected and integrated from multiple disparate data sources.
Defect / Defects	Any part(s) of the system that does/do not meet the Specification.
Development	Refers to the environment (including infrastructure) that is used for development of the Data Mart. It is assumed the development environment will become the Production environment.
ETL	Acronym: Extract, Transform, Load. Refers to the process of Extracting data provided by source systems, of Transforming data to fit quality needs and of Loading data to the target system.
Expenses	Expenses incurred and related to this Agreement.
Guaranteed Response Time	Period of time within which Linalis will acknowledge receipt of the request for Support and create a ticket to treat the demand. Linalis' intervention may depend on Support from third parties. In such a case, Linalis' Solution time will only start once the system is fully operational, i.e. operating system and network connectivity fully functional and the required data and/or platform restored from backups.
JAD	Acronym: Joint Application Design. A technique used to rapidly prototype a system (or part of a system) as a mean of collecting requirements while developing a new information system.
Jedox / Palo	Whilst Jedox is the name of the manufacturing company, the terms Jedox and Palo are synonymously used to refer to the suite of analytical processing software produced by Jedox.
JIRA	JIRA is a proprietary issue tracking product, developed by Atlassian, used for bug tracking, issue tracking and project management. The product name, JIRA, is not an acronym but rather a truncation of "Gojira", the Japanese name for Godzilla.
Linalis	Refers to Linalis Sàrl, head quartered in Rue Pré-Bouvier 27 - 1217 Meyrin - Switzerland
Maintenance	Activity listed in the Maintenance section. Typically this includes proactive tasks, for instance regular checks on the suitability of the infrastructure and various scheduled administration tasks associated with the Solution.
Parties	Both the Client and Linalis together
Party	Either the Client or Linalis individually according to the context
Pentaho	Whilst Pentaho is the name of the manufacturing company, the term Pentaho is used to refer to the suite of Business Intelligence products centred on the Pentahos Business Analytics Platform.
Production	Refers to the environment (including infrastructure) for the Data Mart that is the "live" environment.
Production Release	The process of migrating from development into the production environment. Typically this involves a standard Quality Assurance ("QA") cycle.

Expression	Definition
QA QA	Acronym: Quality Assurance. May refer to an environment used between the development and production environments purely for the purposes of customer testing. This environment is of particular importance when developing new versions of systems which are already in production or when conducting parallel development.
Reports	A pre-formatted presentation of data or information via screen, printer, email and/or web.
Solution	The application provided by Linalis together with any customization and development.
Specification	The technical description of the project, agreed between the Client and Linalis. It describes the goal(s), defines dependency(ies) to other system(s) and technical detail(s). The Specification includes the original document upon which the project is based on the outset plus, additionally, any change requests that add or modify functionality(ies).
Support	Any action taken by Linalis to investigate and/or correct Defects in the system, reported by the Client, in the infrastructure or Solution described in the specification.
UAT	Acronym: User Acceptance Test. May refer to an environment used purely for customer testing or can refer to the phase of a project, where the customer validates the delivered system.

1.4 Representations and Warranties

The Client represents and warrants to have the right to enter into this Agreement and to ensure the protection of all confidential information that will be disclosed.

1.5 Office hours and public holidays

Linalis' office hours are from Monday to Friday from 9:00 to 18:00 (Central European Time), except public holidays in the canton of Geneva. The exact dates of public holidays are published each year by the canton of Geneva under: <http://www.ge.ch/pratique/ferie.asp>

Public holidays in the canton of Geneva are usually identifiable as follows:

New Year's Day January 1st
 Good Friday Friday before Easter
 Easter Monday Easter Sunday + 1 day
 Ascension Easter Sunday + 40 days
 Pentecost Monday Easter Sunday + 49 days
 Swiss National Day August 1st
 Jeûne genevois Thursday after 1st Sunday in September
 Christmas Day December 25th
 Restoration of the Republic December 31st

Linalis might be most likely closed during the week between Christmas Day (December 25th) and New Year's Day (Jan 1st). During this period, reduced service capacities might occur. The specific dates of this closure are communicated each year.

1.6 Remote interventions and reporting

Remote interventions could be done from any location. On-site interventions within locations where Linalis operates an office, do not incur travel costs. Travel time, expenses and -if applicable- accommodation expenses are chargeable for any other location(s). For each maintenance intervention, Linalis will record a description, specifying the date, nature of intervention and the person(s) conducting the work. In the case of remote access, Linalis shall obtain the prior consent of the Client before starting the remote intervention. A time sheet is communicated at the end of each invoicing period in case an intervention has occurred in the relevant reporting period.

1.7 Test Environment

Upon Linalis' request, an appropriate test environment which should meet specific requirements must be provided by the

Client to ensure a high-standard-quality-level for testing operation. Such Test Environment must be provided in a reasonable period of time to allow Linalis to fulfil its obligation in a timely manner.

1.8 Modification and Termination

Linalis reserves the right to modify or change the terms and conditions of this Agreement with a three months' notice. In case the Agreement includes a starting and ending date, the Agreement shall be renewed automatically for the same duration starting from the initial ending date unless otherwise stated.

The termination of the Agreement must be in writing with a three months' notice period prior to the date of renewal. Upon breach of this Agreement by one Party, the non-breaching Party shall grant an appropriate time to the other Party to cure and then may terminate this Agreement with a thirty days' notice.

1.9 Escalation

In the event that the Client observes that Linalis is consistently not respecting this Agreement or in the event of a critical or emergency situation, the Client may initiate the following escalation process: The Escalation is logged in JIRA following the same procedure as a Support Case whilst the Client should provide full details of the situation. The Client may also -if necessary- contact the Project Manager and/or the Account Manager to appraise them of the Escalation. A plan to redress the situation will be provided by Linalis. If further escalation is required, the Client must provide a written notice to Linalis. The Client agrees to allow a reasonable time for Linalis to address the situation in an amicable manner.

1.10 Invoicing

1.10.1 Price quotation

Unless otherwise stated in Specific Agreement, all prices, rates and fees are stated in Swiss Francs without taxes and similar duties. Where applicable, Value Added Tax will be added and disclosed as additional item in the invoice. Invoices are usually prepared on a monthly basis. Invoices can be issued as soon as services, deliverables or a certain stage have been provided to the Client.

1.10.2 Expenses

Material expenses and similar charges incurred and related to this Agreement shall be pre-approved by the Client and will be invoiced to the Client. Relevant evidence will be provided upon request of the Client.

1.10.3 Terms of payment

Unless otherwise stated, payment is due within thirty days of the invoice date and payable to the mentioned bank account. Any deduction such as discounts, expenses, taxes or duties must be specified in the Specific Agreement. The Client may not settle any amount(s) due to Linalis with its own claims towards Linalis.

1.10.4 Failure to pay

Failure to pay on due date shall constitute a breach of this Agreement by the Client. Such overdue shall trigger interests at the lending rate charged by Linalis' banks for commercial overdraft facilities.

1.11 Duties of the Client

The Client shall ensure that its employee(s), introduced to Linalis in the course of this Agreement, shall have adequate competences, knowledge, and skills so that Linalis can fulfil its obligations of this Agreement in case a participation of the Client is necessary. Linalis reserves the right to exclude or ask for the replacement of any employee to ensure the delivery.

Regarding services to be delivered by Linalis on the Client's premises, the Client is responsible for ensuring that all reasonable and necessary facilities (including but not limited to adequate accommodation, hardware, software and other reasonable requirements) are provided and maintained throughout the duration of the services. The Client is responsible to notify Linalis of any special requirements related to this Agreement.

1.12 Duties of Linalis

Linalis shall ensure that its employee(s) working for the Client shall have adequate competences, knowledge, and skills necessary to fulfil this Agreement. Linalis will notify the Client of any special requirements related to this Agreement. The Client will endeavour to accommodate such reasonable and practical notified needs.

1.13 Responsibility of the Client

The Client is solely responsible for: a) an appropriate application of the Solutions and data, to the extent that the Solution is operating normally; b) the accuracy, correctness and completeness of data that should be processed by the Solution. The Client is responsible to ensure the accuracy of such processing. The Client shall be solely responsible for damage caused to the Client or to any third party by the use of the Solution and/or the result of data processing.

The Client will discharge Linalis from any liability(ies) for damage(s) that the Client cause to himself or to a third party at that time. The Client warrants Linalis against any civil liability from a third party based on the fact that this third party has suffered damage resulting from the use of the Solution by the Client and/or the result of data processing. The Client is responsible for and is required to comply with the terms of licenses used in the context of this Agreement. The Client may only engage third parties who operate in the scope of the Agreement with the prior written consent of Linalis.

1.14 Responsibility of Linalis

Linalis is liable solely for ensuring the necessary care and attention in the performance of its services. Linalis undertakes to take all necessary precautions to preserve data security and to prevent it from being distorted, damaged or communicated to unauthorized persons. Linalis' liability shall – as far as permitted by law – be restricted to direct damages caused wilfully or with gross negligence and to the amount agreed in the Agreement but never exceeding two millions Swiss francs. Any further claims such as indirect or consequential damages are expressly excluded, e.g. loss of profit, failure to realize savings, additional work by the customer, loss of service, production interruptions, loss of data or costs for re-establishing data, costs associated with interruption of operations or claims by third parties.

1.15 Force Majeure, Impossibility to perform

Neither Linalis nor the Client shall be responsible for any failure, delays or limitations of this Agreement which by reasonable interpretation are not under their control. Examples may include, but are not limited to: act of god, serious work interruptions, accidents, labour conflicts, government act, electromagnetic interference, radio interference, embargo, terrorism, intervention or default of authorities, natural catastrophes or delays in supplies or services by third parties due to the same causes.

1.16 Client Reference and Marketing

The Client authorizes Linalis to mention the name, to display the logo, and to link the internet references of the Client on Linalis website. The Client authorizes Linalis to mention the name of the Client and describe the outlines of the project in the context of case studies, which is published on Linalis' website and/or presented to other clients and prospects. Only fundamental facts shall be divulged and no proprietary and/or confidential information shall be disclosed.

Linalis is allowed to advise the Client of the availability of further services, products, updates and/or upgrades in the future even after termination of this Agreement.

These authorizations are applicable for an unlimited period of time. Linalis undertakes to remove from its website immediately and without notice, any reference of the Client upon request.

1.17 Insurance

Linalis shall be insured for professional liability with a well-known insurance company which covers damages resulting from negligence in the performance of its services. Linalis agrees to maintain insurance coverage for the duration of the Agreement. The Client declares being insured against all risks that are not covered by the responsibility of Linalis under the present Agreement.

1.18 Confidential Information

Confidential Information may be disclosed and accessible to one and/or both Parties in connection with this Agreement. Confidential Information means business relationships, customer addresses, conditions, prices and quotes, developments, research and know-how of any kind, organizational documents, software, applications, documents, drawings, photographs, correspondence, etc. Any reproduction or photograph without the permission of the

owner is expressly prohibited. Confidential Information remains the property of the Party disclosing such Confidential Information. Both Parties agree that disclosure of Confidential Information shall be limited to persons who are directly involved in performing the Agreement and these persons shall have a specific need to know such Confidential Information. In addition to that, these persons shall have entered into agreements which will protect the Confidential Information at least as restrictive as this Agreement.

The Parties undertake (a) to treat as confidential all information of the other Party made available to them and their employees during the performance of the work with the exception of information already available to the general public, (b) to prohibit access, in whole or in part, of such confidential information to third parties, (c) not to publish or use the confidential information for a purpose other than the performance of its obligations under the Agreement unless specified in a written statement between the Parties.

1.19 Intellectual Property

The Client is and shall remain the owner of all Intellectual Property rights on data, files and documents covered by such rights transmitted or made available to Linalis under this Agreement. The Client warrants being the owner of all Intellectual Property rights necessary to enable the transmission of data, files and documents to Linalis to enable Linalis to perform its obligations under the Agreement and to protect Linalis against any claim or demand from third party about Intellectual Property. The Solution is intended for the exclusive use of the Client according to the Agreement. The Client may dispose or resell the Solution to a third party with the written consent of Linalis.

Linalis is and remains the owner of all Intellectual Property rights with regards to the tools, methods and know-how performed and/or used in connection with the Agreement. The Agreement does not imply any transfer of Intellectual Property rights to the Client or its customers on these tools, methods and know-how.

1.20 Open Source Modules, Libraries and Licences

The Client is aware that Linalis is likely to integrate modules or libraries called "free" or "open source" in the Solution. Linalis agrees to incorporate such elements in the Solution when the Client has read and agreed the terms and conditions of such module(s) or library(ies). In this case, the copyright on these module(s) or library(ies) will not be transferred to the Client according to the scope of the section. The Client shall hold the rights to use the module(s) or library(ies) according to the applicable license(s) usually called "free" or "open source". If required by the licence(s), the relevant licence(s) will be attached to the delivery of the Solution.

Some licenses called "free" or "open source", with GNU General Public License being the most common example, impose obligations on the user. The user may be forced to make available the source code, the module(s) and the library(ies), whether modified or not. This obligation may be extend to the source code of the software that interacts with these module(s) or library(ies). In such a case, Linalis cannot in any way engage the confidentiality of source code solution that contains such module(s) or library(ies). In addition, the Client will read the license terms and conditions for the relevant module(s) or library(ies) that would be used by the Solution in order to ensure the absence of the risk to be obliged to make available

the source code.

1.21 Non-solicitation clause

Linalis and the Client undertake not to attempt to solicit, recruit, or employ either for themselves or for third parties, directly or indirectly, personnel of the other Party, or to encourage such personnel to become part of their company during the Agreement period and within a period of two years after termination of the Agreement. In case Linalis or the Client wishes to utilize the services of an employee of the other Party during the period of the Agreement, but outside the scope of the Agreement or if one Party wishes to employ such a person during the Agreement or during a period of two years after conclusion of the Agreement, therefore, this Party must consult with the other Party sufficiently in advance to discuss the indemnities regarding the situation. In such a case, the Party who wishes to solicit, recruit or employ either for themselves or for third parties, directly or indirectly, personnel of the other Party, agrees to pay a compensation to the other Party equivalent to one year salary of the recruited, solicited or employed personnel. In all situations, Linalis and the Client undertake to respect their respective interests.

1.22 Agreement re-negotiation

Prices, fees and expenses are calculated based on costs of the services as evaluated at the time of preparing and negotiating the Agreement. Nevertheless, the Parties reserve the right to trigger a renegotiation at any time due to a significant change in the Solution, for instance related to a Change Request. Both Linalis and the Client reserve the right to request an Agreement re-negotiation within a three month notice period.

1.23 Applicable law and jurisdiction

Linalis and the Client undertake to use good faith and good will to resolve by all means their dispute amicably. However, if the dispute shall not amicably be resolved, then the Parties may initiate legal action.

The Agreement shall be governed by Swiss law and both Parties agree on Geneva, Switzerland as the place of jurisdiction. Linalis, however, is entitled to take any legal actions at any other competent place of jurisdiction, for example the one at the registered office of the Client or the place of business.

1.24 Miscellaneous

All notices required under this Agreement must be submitted in writing via E-mail or post and are effective on the date received. This Agreement may be amended by a written document signed by both Parties. For urgent matter, Parties accept to be bound by e-mail exchange in which acceptance of the Parties must be clearly expressed.