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screenFOOD Support Agreement

1 OBJECT OF THE CONTRACT

screenFOODnet Digital Signage Retail Services AG – referred to hereunder as screenFOODnet – will put the screenFOOD products that are its own property at the disposal of the customer for the latter to use as part of the agreed software license conditions. In this context, screenFOODnet will provide support services to the customer, for a fee, in order to support the customer in any difficulties that may arise in using the software. Licence costs for upgrades and maintenance that guarantees the usability and operating safety of a system are not a part of this agreement.

The conditions set out in this contract apply to the following screenFOODnet support services:

- screenFOOD SUPPORT Premium
- screenFOOD SUPPORT Plus
- screenFOOD SUPPORT Basic
- screenFOOD SUPPORT Light
- screenFOOD SUPPORT Best Effort

These services are defined as support and will be described in more detail and defined in the following.

2 SCOPE OF SERVICES

2.1 Scope of application

The services and contingents included in the support offers are project-independent, i.e. the customer can use the support for any projects.

2.2 Support organisation

Support organisation is defined by screenFOODnet as follows:

1st-Level Support:

The first contact for incoming support queries with complete collation of all the information required. If the support case cannot be solved at this level, it will be passed on to 2nd-level support.

2nd-Level Support:

Contains 1st-Level support and the processing of complex inquiries. If the enquiry exceeds the know-how or technical possibilities of the 2nd-level support, it will be passed on to 3rd-level support.

3rd-Level Support:

Contains 2nd-Level support and the carrying out of test scenarios and analyses in order to reproduce the case and generate solutions. If this turns out to be a malfunction in the screenFOOD software, the support case will proceed to the maintenance process. screenFOODnet will then try to offer the customer a workaround solution.

2.3 Limitation of support services

The screenFOODnet support services named in this contract refer exclusively to 3rd-level support. 3rd-level support is the final level of escalation within the support organisation and will only be used if the support enquiry has already been

through the 1st and 2nd-level support and the problem has still not been able to be solved. screenFOODnet will not take on any 1st or 2nd-level support queries. These will be passed on to a screenFOODnet partner.

2.4 Support enquiry form

By email

Support queries can be sent in writing by email. The email must contain a precise description of the problem and the detailed hardware and software configuration. The screenFOODnet employee responsible generates a support ticket using this information and sends an email to the customer to confirm this. The time invoiced starts with the generation of the support ticket. The support process is started with the confirmation mail.

By telephone

Support queries can also be communicated by the customer by telephone during office hours. The time invoiced starts when the customer calls. The screenFOODnet employee responsible generates a support ticket using this information and sends an email to the customer to confirm this. The support process is started with the confirmation mail. Office times (workdays) are Mondays to Fridays from 8-12 and 1-6, excluding national and cantonal bank holidays.

The following holidays are excepted:

- 1 January (New Year's Day)
- 2 January (St. Berchtold's Day)
- Good Friday
- Easter Monday
- Ascension Day
- Whit Monday
- Corpus Christi
- 1 August (national holiday)
- 15 August (Assumption Day)
- 2 October (St. Leodegar's Day)
- 1 November (All Saints' Day)
- 8 December (Immaculate Conception)
- 24 December (afternoon)
- 25 December (Christmas Day)
- 26 December (Boxing Day)

2.5 Classification of queries

screenFOODnet classifies a query during the support process. screenFOODnet uses this classification to decide whether it is a query in accordance with the support agreement (at the customer's expense) or a service guaranteed in the software licensing agreement (at the expense of screenFOODnet). The following support cases are differentiated:

Reproducible screenFOOD software error

It is quite clear to see that the error occurs in the screenFOOD software. The error occurs in several systems under the same conditions and is reproducible there. This kind of support is not deducted from the support allocation.

Reproducible error outside the screenFOOD software and services

It is quite clear to see that the error occurs outside the screenFOOD software/services. The error occurs in several systems under the same conditions and is reproducible there. This kind of support is deducted from the support allocation.

Handling problems or software inconsistencies

This is not a malfunction but an error in handling or configuring the software, an inconsistency in the software or an idea that cannot be implemented with the software and is also not declared in the service overview. This kind of support is deducted from the support allocation.

Reproducible screenFOODnet service error

It is quite clear to see that the error is due to a false setting made by a screenFOODnet employee. This kind of support will only be deducted from the support allocation, if the malfunction occurs after the project has been inspected.

Non-reproducible error

Here, the cause of the error is not initially clear. The error cannot be reproduced. Should it emerge during the support process that it is a screenFOOD software error, then the conditions as set out in "Reproducible screenFOOD software error" apply. If it is an error outside the screenFOOD software, the conditions as set out in "Reproducible error outside the screenFOOD software and services" apply. If the cause of the malfunction remains unidentified, screenFOODnet will act at its own discretion and inform the customer about the unidentified cause.

Sales Support

As part of the sales support, the customer will have questions to document or undocumented features or will require general information on screenFOOD products. This kind of support will not be deducted from the support allocation.

2.6 Reaction time

Reaction time is defined as the time between the reporting of the problem by the customer and the first reaction from screenFOODnet, measured during a workday.

2.7 Intervention time

Intervention time is defined as the time between the reporting of the problem by the customer and the time from which screenFOODnet is beginning to work on problem resolution.

2.8 Support offers

screenFOOD SUPPORT Premium

The Premium Support package contains an annual allocation of 48 hours. Reaction time with support questions is 6 working hours. Reaction time is based on the official screenFOODnet office hours. If the annual allocation of hours has been used up, any further support hours will be invoiced additionally according to the standard support price on the pricelist. Support hours that are not used expire at the end of the year and cannot be transferred to the following year.

screenFOOD SUPPORT Plus

The Support Plus package contains an annual allocation of 36 hours. Reaction time with support questions is 6 working hours. Reaction time is based on the official screenFOODnet office hours. If the annual allocation of hours has been used up, any further support hours will be invoiced additionally according to the standard support price on the pricelist. Support hours that are not used expire at the end of the year and cannot be transferred to the following year.

screenFOOD SUPPORT Basic

The Support Basic package contains an annual allocation of 16 hours. Reaction time with support questions is 6 working hours. Reaction time is based on the official screenFOODnet office hours. If the annual allocation of hours has been used

up, any further support hours will be invoiced additionally according to the standard support price on the pricelist. Support hours that are not used expire at the end of the year and cannot be transferred to the following year.

screenFOOD SUPPORT Light

The Support Light package contains an annual allocation of 6 hours. Reaction time with support questions is 6 working hours. Reaction time is based on the official screenFOODnet office hours. If the annual allocation of hours has been used up, any further support hours will be invoiced additionally according to the standard support price on the pricelist. Support hours that are not used expire at the end of the year and cannot be transferred to the following year.

screenFOOD SUPPORT Best Effort

The Best Effort support package does not contain an allotment of hours. Reaction and intervention times are set according to best effort. This means that support inquiries are responded to as availability dictates and invoiced on a time and material basis in accordance with the price list.

screenFOOD SUPPORT Customized

If none of the support packages mentioned corresponds to the customer's requirements, individual support conditions can be arranged with screenFOODnet.

2.9 Conditions for rendering support services

In order for efficient support to be guaranteed, the customer must fulfil the following conditions:

- Definition of a contact and his representative with contact data (telephone, email etc.)
- A sufficiently fast internet connection and remote access for the screenFOODnet support team to the target systems, including documentation (client, server, standalone, DOORscreen)
- Access to or handing out of log and monitoring data
- Self-elimination of disturbances to the operating system, network and third-party software
- Update of third-party software used by screenFOODnet only after agreement with screenFOODnet
- Preparation and care of security measures such as antivirus, system updates etc.
- Backup of systems and appropriate storage
- Reload backup data if there is a hardware malfunction
- Active monitoring of server systems if necessary (hardware, power, application etc.) and email or text message report using appropriate tools

3 GUARANTEE

3.1 Basic principle

screenFOODnet assumes no guarantee for the support services offered. Reaction times refer to the acceptance and start of the support process and not the solution of the support case. If the problem is not eliminated within a reasonable period, screenFOODnet will attempt a workaround solution until the problem can be solved permanently.

3.2 Software update

Client software, standalone and DOORscreen

If the customer reports a software error in these products in the software version installed, screenFOODnet will check whether the error has been fixed in the current release. If it is, and the customer has an upgrade contract, screenFOODnet will make the latest version available. If the customer does not have an upgrade contract, screenFOODnet will offer the customer an upgrade in accordance with the conditions of the software licence contract and the current pricelist.

Server software

If the customer reports a software error in the software version installed, screenFOODnet will check whether the error has been fixed in the current release. If it is, and the customer has an upgrade contract, screenFOODnet will install the latest software version with a lead time of two weeks when the customer places the order. If the customer does not have an upgrade contract, screenFOODnet will offer the customer an upgrade in accordance with the conditions of the software licence contract and the current pricelist. The installation of upgrades can either be deducted from the support allocation or calculated in accordance with the current price list as per attachment.

3.3 Services not included

The following services are excluded from the support agreement:

- Direct support on location
- Support outside screenFOODnet office hours
- Hardware and operating system maintenance, services, third-party software maintenance and support
- Adaptation of the screenFOOD software to a certain piece of hardware, a certain system or altered conditions of use and operation
- Infrastructure and operation of hardware and system architecture and applications linked to them outside screenFOOD CS
- Monitoring of the database backup scripts that have been set up
- Elimination of malfunctions and errors that have arisen through unprofessional operating, use, treatment and programming of the products or third-party interventions or products, chance or force majeure
- Data security and data restoration
- Maintenance of screenFOOD software
- Consultation in the field of digital signage

3.4 Revocation

screenFOODnet is exempted from its support duties if a malfunction is traced to a circumstance outside the responsibility of screenFOODnet, including in particular the following:

- Changes to conditions of use and operation
- Use of non-recommended software

- Influence of programs not manufactured by screenFOODnet
- Operating errors by the customer or a third party
- The program version is not adapted to the latest, valid status (uninstalled updates)
- Non-adherence to the conditions for the provision of support service in accordance with 2.8 above

4 DURATION OF CONTRACT

4.1 Commencement of term

This contract comes into effect when a written order has been placed by the customer.

4.2 Duration

Support will be provided for at least 1 (one) year and is extended automatically for 12 months.

4.3 Termination

The support agreement can, after at least a year has passed, be terminated at the end of a month, three months before the contract is due to be extended. Termination must be made in writing.

5 CONFIDENTIALITY AND DATA PROTECTION

5.1 Transferral

The parties to the contract are entitled to transfer the rights and duties arising from this contract to third parties (SwissBytes Engineering GmbH and companies affiliated to screenFOODnet). Other subcontractors require appropriate approval from the customer.

5.2 Confidentiality

The parties to the contract are obliged not to make confidential information available or to use any confidential information for any purpose other than the contractual one without prior written approval from the other party.

5.3 Data protection

The parties to the contract agree that the other party may use data received in this business relationship for their own business purposes within the data protection laws.

5.4 Contradictions

If there are any contradictions between individual components of this contract, any given component has priority as follows:

- This support agreement
- The screenFOOD software licence contract
- Supplements to this support agreement

The right to make agreements on individual deviations is reserved; these will, however, only become valid if they expressly refer to the condition to be changed of a contractual document that has a higher priority.

6 TERMS OF PAYMENT

6.1 Due date and payment deadline

Support charges are normally levied per calendar year, annually, in advance. If the customer so requests, they can

also be paid quarterly in advance. The deadline is 20 days net. After this term has elapsed, the debtor will be in arrears without any further notification. If the customer does not reply with 8 days of the invoice date, an invoice will be deemed to have been received. collection is via screenFOODnet or a screenFOODnet sales partner.

6.2 Alterations

screenFOODnet can change the support charges by giving three months' notice to the end of a calendar year. If the charges are increased, the customer has the right to extraordinary termination of this contract with a term of 3 (three) months.

6.3 Limitation

screenFOODnet can assume no guarantee that programs will function without interruption and flawlessly in all combinations a customer desires, that they can be used with any data and programs or that the correction of one malfunction will guarantee that other malfunctions will not occur.

7 LIABILITY

Compensation claims against screenFOODnet are excluded unless there is conclusive liability, in particular in terms of intent or gross negligence. Liability for consequential damage of any kind is excluded. Obligation to pay compensation is in any case limited by the amount of the agreed support charges per contractual year.

8 FINAL PROVISIONS

8.1 Written form

There can be no oral subsidiary agreements regarding this contract. Any additions and/or amendments to this contract, including this condition, must be made in writing. Any possible later amendment agreements must be in writing and refer to the respective contract; they must be signed by both contractual partners.

8.2 Partial invalidity

If any condition of this contract should be invalid or become invalid in the future, or should there turn out to be a gap in the contract, this will not affect the validity of the remaining conditions or the contract as a whole. The invalid condition or the gap must be replaced or resolved by a condition which comes as close as legally possible to what the parties originally wanted when they signed the contract or what they would have wanted according to the sense and purpose of this contract if they had considered this point.

8.3 Applicable law

This contract is subject to Swiss law.

8.4 Place of jurisdiction

The place of jurisdiction for all disputes and proceedings arising from or in connection with this contract, including its effectiveness, is Lucerne, Switzerland.

Appendix: - current screenFOOD pricelist
 - software licence contract