

# Lamassu Industries AG

## Operator Support Agreement

THIS Agreement is a services level agreement ('Agreement') between Lamassu Industries AG. ('Lamassu') and \_\_\_\_\_ ('Customer') for the subscription of services in support of Lamassu's products and provided software.

### 1. Service Agreement

#### 1.1. Scope of Service; Exclusions

This Agreement covers technical support services related to Lamassu's tangible goods and provided software. Lamassu will provide dedicated technical support by email or VOIP application (e.g. Jitsi). Lamassu will also provide technical operating documentation in the form of an online knowledgebase. This Agreement does not cover any damage to hardware or software caused by or relating to fire, water, electricity, or other similar casualty event. This Agreement does not cover support related to changes or updates in software by third parties or where Customer has modified Lamassu-provided software.

There are no separate tiers of service. Lamassu shall respond within 24 hours of Customer's notice. Lamassu does not and cannot promise resolution of the Customer's technical issue. Lamassu may make its support available at designated times of day which may change from time to time. In the absence of other time restrictions, service hours are restricted to normal business hours in the Eastern Standard Time zone. When Lamassu-provided software updates become available, Lamassu will make those updates available to Customer immediately, so long as this Agreement is in effect.

#### 1.2. Pricing

Pricing for services is on a per machine basis at the rate of €55 monthly.

Services are billed on a 6 (six) month or 12 (twelve) month pre-paid basis.

There is a 5% discount for paying 12 months of service in advance. If Customer has not paid 12 months in advance, Lamassu may modify the above prices prior to the next billing period.

### 2. Customer Responsibilities

#### 2.1. Payment

Customer shall pay all sums in advance of the commencement of the service period. Lamassu may bill or rebill the Customer semi-annually or annually. There is no per-incident or out-of-time charge. Failure to pay suspends Lamassu's service obligations.

#### 2.2. Communication

Customer shall reasonably respond to Lamassu's requests for information during the provision of the agreed upon services.

#### 2.3. Contact Email

Customer shall maintain a current email address where Customer can receive notices related to this Agreement.

### **3. Term & Termination**

#### **3.1. Modification to Services**

Lamassu may modify or discontinue any service in this Agreement upon 30 days notice to Customer. Modification or discontinuation does not terminate this Agreement. If Customer has prepaid and a service has been discontinued, Lamassu may refund a prorated portion of the prepayment corresponding to the period of discontinued service.

#### **3.2. Lamassu Termination**

Lamassu may terminate this Agreement at any time upon 30 days notice to Customer. If this Agreement terminates and Customer has prepaid, Lamassu may refund a prorated portion of the prepayment corresponding to the period of discontinued service.

#### **3.3. Customer Termination**

Customer may terminate this Agreement upon written notice to Lamassu. Termination does not relieve Customer of any payment obligations already incurred.

#### **3.4. Nonpayment**

If Customer fails to make a payment when due, this Agreement automatically terminates upon notice to Customer. Lamassu may, in its sole and absolute discretion, provide a grace period in which Customer may bring its account current.

### **4. Warranties and Acknowledgements**

#### **4.1. No Warranty of Resolution**

Lamassu does not warrant that it can or will resolve Customer's technical issues. Lamassu may exert its best efforts to resolve Customer's technical issue.

#### **4.2. Minimum Service Requirements**

Customer acknowledges that service requires that Customer's machine be kept in minimally required operating conditions. Minimally required operating conditions include, but are not limited to, an Internet connection with sufficient quality of service. Failure to provide minimally required operating conditions is not a failure of a machine and precludes service by Lamassu.

#### **4.3. Acknowledgement**

Customer acknowledges that Lamassu may not be able to resolve Customer's technical issues. Customer acknowledges that Lamassu is not responsible for any costs which Customer may incur to remedy its technical issues. Lamassu is not responsible under this Agreement for replacement of parts, components, or damage to Customer's systems from any source.

#### **4.4. Communication and Other Charges**

Customer acknowledges that Customer is responsible for all phone, long-distance, or other telecommunication charges which Customer may incur when receiving services under this Agreement.

## **5. Remedies**

### **5.1. Customer's Exclusive Remedy**

The Customer's sole and exclusive remedy under or in connection to this Agreement, whether in contract or tort, is a sum no greater than Customer's payment for the preceding service period. Under no circumstances does Customer have any right to claim or collect special or consequential damages from Lamassu.

## **6. General Provisions**

### **6.1. Merger**

This Agreement represents the exclusive support services Agreement between the parties. This Agreement supersedes any other discussions or agreements between the parties about support provided by Lamassu, whether written or oral, and the parties represent they have no collateral agreements, oral or written.

### **6.2. Modification**

Except where otherwise provided, this Agreement cannot be modified except in a writing signed by both parties.

### **6.3. Waiver**

If a party fails to exercise any right or privilege under this Agreement, that does not affect any waiver of that party's rights or privileges under this Agreement.

### **6.4. Binding Arbitration**

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

- The number of arbitrators shall be one;
- The seat of the arbitration shall be Lucerne;
- The arbitral proceedings shall be conducted in English.
- The dispute shall be decided on the basis of documentary evidence only.
- Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution.
- The present Agreement is made in two identical copies, one for each party.

### **6.5. Governing Law**

This Agreement is governed by the law of Switzerland.

### **6.6. Choice of Forum**

Buyer and Seller agree that any legal action must be brought in a court of Switzerland. This clause does not change the forum of arbitration, or that binding arbitration is the exclusive method of dispute resolution.

### **6.7. Severability**

If any proper court or tribunal declares any part of this Agreement unenforceable, the remainder of the Agreement remains valid and enforceable.

Buyer and Seller have mutually agreed to the terms of this Commercial Purchase Agreement and have indicated their respective agreement to these terms by signing below:

**Lamassu Industries AG**

By:

Raphael Baumann, President of the Board;

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_