

KYOS TERMS AND CONDITIONS SIMPLICITY

VERSION JANUARY 1, 2023

Article 1: General Framework

1.1 - By entering into a **Kyos Simplicity Agreement** with Kyos (the "**Agreement**"), the Customer acknowledges and agrees to be bound by these Kyos Simplicity Terms and Conditions and the Kyos Terms and Conditions.

1.2 - **Kyos Simplicity** allows the Customer to take advantage of a range of services, Products or Services provided by Kyos by choosing a monthly or annual payment method.

1.3 - The Customer may choose to include in the Kyos Simplicity contract, Manufacturer's Products and Maintenance as well as Kyos services such as Kyos SLA, Kyos Assist, Kyos Serenity, Kyos Continuity, Kyos Security Insights, flat rate services and/or Privilege Contract, and accepts without reservation the specific terms and conditions of the products and services then included

1.4 - The Kyos Simplicity Terms and Conditions are also available on the Kyos website: <https://www.kyos.ch/docs>.

1.5 - Terms not expressly defined in these Kyos Simplicity Terms and Conditions shall have the meaning given to them in the Kyos Terms and Conditions.

Article 2: Definitions

Component - A Product or Service included in the Contract, the price of which is prorated over all remaining Billing Periods prior to Contract Expiration.

Allocation Booklet - An optional document that is an integral part of the Agreement that lists all of the Components included in the Kyos Simplicity Agreement and the allocation of the price of each Component over the various Billing Periods.

Contract Start Date - This is the contract start date as stated in the Offer, or, if not stated in the Offer, the date of acceptance of the Offer.

Contract Expiry Date - **This is** the contract expiry date as stated in the Offer or, if not stated in the Offer, the end date of the last Billing Period.

Billing Period - The Billing Period may be either monthly or yearly at the option of the Customer. In case of a monthly Billing Period, the beginning of each Billing Period is the first day of each calendar month. In case of an annual Billing Period, the beginning of each Billing Period is the first day of each calendar year.

Contract Balance - **The** total amount of invoices to be paid in the remaining billing periods until the Contract Due Date.

Article 3: Applicability of the contract

The Agreement applies to all the Components indicated in the Offer or the amendments accepted by the Customer, the other Components being thus excluded from the Agreement.

Article 4: Duration and renewal

4.1 - The Contract shall come into force on the Contract Start Date and shall be valid until the Contract Expiry Date.

4.2 - If the Contract is not terminated, it shall be automatically renewed at its expiration date for an additional year. The Contract's Expiration Date is then extended by one year.

Article 5: Adding a Component

5.1 - The Customer may, with Kyos' consent, add Components to the Agreement at any time.

5.2 - An Offer to amend the Contract is then sent to the Customer indicating the details of the price of each Component.

5.3 - Once the Offer has been accepted, the price of the Components thus added to the Contract shall be proportionally distributed over all the Billing Periods remaining before the Contract Expiry Date.

5.4 - If the Customer has subscribed to the "Dispatch Book" option, then the Dispatch Book document is updated by Kyos with the added Components and sent to the Customer.

Article 6: Manufacturer Maintenance Licenses

6.1 - Unless otherwise specified and if applicable, all Components included in the Agreement shall be covered by a manufacturer's license and maintenance as defined in Kyos' general terms and conditions.

6.2 - Manufacturer's licenses and maintenance for the Components included in the Agreement must be purchased from Kyos.

Article 7: Services

Kyos Services included in the Agreement will either be offered as a package or deducted from a Preferred Agreement that is part of the Agreement and has a positive balance.

Article 8: Financial conditions

8.1 - Invoicing is performed at the beginning of each Billing Period between the Start Date and the End Date of the Contract.

8.2 - The amount invoiced for each Component included in the Contract shall be proportionally distributed over all the remaining Billing Periods before the Contract expires according to the prices and conditions indicated in the Offer and any amendments thereto.

8.3 - In the event of the start of a Contract or the addition of Components in the middle of a calendar Billing Period, the invoice for the first Billing Period for the Components shall be calculated on a pro rata basis for the number of days remaining in the current Billing Period.

8.4 - The initialization fee is billed on a one-time basis when the Contract is concluded or when a site is added.

8.5 - The fees related to the "Allocation Book" option are billed at the beginning of each new Contract Billing Period (month or calendar year).

8.6 - The prices of the Components included in the Contract shall be automatically adjusted upon renewal of the Contract in accordance with changes in said prices or in the number of Components.

8.7 - The Services excluded from the Contract, or consumed once the Privilege Contract has been paid for, are invoiced separately according to the "Service rates" sheet in force on the date the service is performed. The "Service Rates" sheet can be consulted at: <https://www.kyos.ch/docs>.

8.8 - Any increase in the price of manufacturer's licenses and maintenance that has not been anticipated shall be charged to the Contract.

8.9 - Components that are not explicitly included in the Agreement are excluded from the Agreement and are invoiced separately.

8.10 - In the event of termination of the Agreement prior to the Expiration Date, whether as a result of termination of the Agreement by either party or as a result of Kyos' notice of default to the Customer, the Balance of the Agreement shall become immediately due and payable by Kyos.

Article 9 : Default and interruption of the supply of Components

9.1 - In the event of non-compliance with the payment deadline, the Customer shall automatically be in default. Interest on arrears of 5% per annum is applied, calculated from a period of 30 working days following the sending of a first reminder.

9.2 - In the event of default, Kyos may immediately discontinue the supply of the Contract Components and require full payment of outstanding invoices before resuming the supply of such Components.

Article 10: Termination

10.1 - Either the Customer or Kyos may terminate the Agreement at the end of a contract year by giving three months' notice. The termination shall be made in writing.

10.2 - In the event of formal notice, Kyos may also terminate the Agreement immediately without notice.

Article 11: Application of the general conditions

For all matters not provided for in these provisions, the General Terms and Conditions of Kyos shall apply.