

Software as a Service (SaaS) Agreement

Effective dates for this document

The updated version will take effect according to the following schedule:

• **New subscriptions**

Effective immediately for all accounts created on or after March 10, 2026

• **Existing subscriptions**

Effective upon the next renewal date occurring on or after April 9, 2026

This Agreement is made between YourSky.blue LLC (UID: CHE-287.055.487) as the "Provider" of service and the company/physical person agreeing to these terms, referred to as the "Customer".

This Agreement shall be effective upon the Customer's acceptance during the subscription process or upon receipt of the Customer's first subscription payment, whichever occurs first.

Both parties agree as follows:

1. Services

- The actual software solutions provided as a service to the Customer are indicated in the subscription purchased.
- The number of users granted access to the service may vary depending on the subscription plan.

2. Access to the services

- System is normally available 24/7 under best effort.
- The Provider targets a 90-day availability of at least 99.7%, excluding scheduled maintenance windows and force majeure events. In the event availability falls below this target in any 90-day rolling period, the Customer may request a service credit equal to the pro-rata value of the excess downtime, capped at 10% of the monthly subscription fee for that period.
- Normal maintenance windows are reserved on Saturday from 9:00 to 12:00 CET.
- Exceptional urgent maintenance might be performed at any time based on actual needs without prior notice.
- During maintenance the service might experience limited availability or temporarily be switched off.

3. Provider Responsibility

- During the subscription period, the Customer will have access to the services purchased on a public cloud available online under best effort service level agreement.
- Provider's responsibility is limited to:
 - Host the service solution online.
 - Monitor and update the service solution and infrastructure to maintain good quality of service.
 - Provide initial administration instructions to connect to the purchased service solution.
 - Notify the Customer of any major changes that would affect his access to the solution.
 - Provide technical operating support limited to restore the normal course of the service function.
 - Specific customer requests, enhancements, assistance, trainings, root cause analysis, data recovery, extensive troubleshooting of performance issues or any other support requests that exceeds restoration of the normal course of the service function are not covered by the standard subscription of the service. However in some exceptional cases, the Provider might proposed them to the Customer either on a time and material basis or for a fixed price or for an additional subscription fee or be offered.

4. Customer Obligations

Customer shall:

- Maintain valid email address to enable important email notifications from the Provider.
- Ensure the payment information and contact address remain up to date.
- Pay on time to ensure uninterrupted usage of the service and/or avoid any redemption fees.
- Access the solution through its own internet connection and support any related costs to connect to the Provider service cloud.
- Have adequate knowledge to use the solution or get external training.
- Use the solution solely for its intended usage.
- Configure the solution to adapt it for his own need.
- Ensure each user he grants access to the solution will comply with relevant subset of this Agreement.
- Respect and enforce the limits (number of users, projects number, release frequency, ...) according to the volume granted in its subscription or increase its subscription to a higher volume limit before the condition occurs.
- Take adequate measures to secure system's configuration, data, accesses, limit permissions, perform backup or copy of relevant information.
- Make best effort to protect the security of the solution and privacy of the credentials provided and you agree to inform us immediately of any unauthorized use.
- Guarantee that they are not located in, under the control of, or a national or resident of any country subject to Swiss, EU or US embargos.

5. Customer Data

We are committed to safeguarding the safety and confidentiality of your information, adhering strictly to Swiss and European data protection laws.

Your personal data is covered by our privacy policy available at <https://yoursky.blue/legal/privacy-policy>.

Regarding data that you processed or store within our solutions:

- The Customer is the sole controller for all processing data and is legally responsible for all the data that he provides or manages through the solution.
- Customer's core application data is hosted within a multi-cloud environment, with primary production servers located in Switzerland. To provide essential business services, we utilize a limited number of specialized global sub-processors who are bound by strict Data Processing Addendums (DPAs) to ensure a level of protection equivalent to Swiss and GDPR standards. We never sell customer data to third parties.
- Customer's data is protected against eavesdropping through encryption during transmission and at rest.
- The Provider shall not disclose Customer Data to any third party or government agency except as necessary to provide the Services, as expressly authorized by the Customer, or as required by a mandatory and valid legal order (e.g., a subpoena or court order). In the event of such a request, the Provider will, to the extent legally permitted, notify the Customer promptly to allow the Customer to seek a protective order or other appropriate remedy.
- Once a subscription is terminated, the Customer's data including configuration will be taken offline and the customer will no longer be able to access them. All customer's data will be definitively erased after a redemption period of 14 days. During the redemption period, data recovery is possible but it is subject to a fee of CHF 250 excluding taxes. In addition, all specific requests will incur the standard time and material fee. No data recovery will be possible after the redemption period.
- For the Software Health Indicator solution, the Customer's software indications will remain visible in our list of software even when a subscription is terminated. However, we reserve the right to delete them or report them accordingly.

The processing of Customer personal data under this Agreement is governed by the Data Processing Agreement ("DPA") available at <https://yoursky.blue/legal/dpa>. The DPA forms an integral part of this Agreement and applies automatically to all Customer data.

6. Subscription period and renewal

- The commencement date is established when the service is activated and made available to the Customer, defined as when the Customer is notified that the service is ready for use, regardless of the Customer's first actual use of the service. This commencement date marks the start of the billing cycle.

- Any difficulties in accessing the service must be reported to the Provider within a reasonable timeframe. Such reporting, however, does not entitle the Customer to an adjustment of the commencement date, which remains at the Provider's sole discretion.
- Service subscription can be either: Monthly (based on calendar month), Yearly (based on calendar), later referred as "period".
- The commencement date defines the subscription anniversary. The payment date would be defined as the closest possible date within the next period (eg: Monthly with commencement on 30th January would be renewed on 28th February, then on 30th March and so on...).
- The service subscription must be paid at the beginning of the period and entitles the Customer to use the subscribed service for the whole period.
- Unless cancelled before the last day of the period, the subscription will automatically renew for another period of the same length.
- The permissible volume (such as number of users, projects, ...) is indicated in the subscription. During a period, the Customer shall never exceed the number of users allowed by its subscription. It is Customer's responsibility to estimate it accurately and contact us to purchase an extension before it is needed. Failure to comply might result in invoice correction for the period or service suspension.
- The volumes are controlled periodically and shall never exceed the maximum permissible volumes allowed by the subscription. It is Customer's responsibility to contact us for an upgrade. We make the Customer aware that there is no hard limit built in the software to prevent exceeding them.

7. Billing and Payment

- All our prices are indexed after Swiss Francs (CHF). As a convenience, we also offer to pay directly in other major currencies. In case of significant evolution with the exchange rates we might adjust and apply new prices with the next billing period.
- Payment will use the billing information provided by the Customer.
- Subscription renewal will be attempted automatically and use the latest information provided by the Customer. It is Customer's responsibility to prevent payment failure by keeping up to date payment information and contacting us to proceed to any relevant change.
- If a renewal payment fails, the Customer has a maximum of **7 calendar days** to resolve the issue. During this window, service may be restricted. On the 8th day, the subscription is officially **Cancelled**.
- A Cancelled subscription may be reactivated within **5 calendar days (120 hours)** of cancellation by paying the outstanding renewal fee. Reactivation provides no right to extensions or refunds for the period of unavailability.
- If no payment is received by the end of the Grace Period, all Customer Data enters a **14-day Redemption Period**. After these 14 days, all data is definitively erased without possibility of recovery.

8. Taxes

- All prices listed on our websites are excluding taxes.
- The amount of tax may vary depending on the geographical location of the Customer. For accurate information on applicable taxes in your region, please consult the tax authorities of your jurisdiction or refer to this [tax guide](#).
- The Customer is responsible for the payment of all applicable taxes. If taxes are to be collected by us, they will be added to the total amount of the order and clearly indicated on the invoice or collected at a later date.
- In accordance with current tax legislation, certain transactions or Customers may be eligible for an exemption from certain taxes. Exemption criteria will be specified as needed.
- A change in the rates of legal taxes is a mandatory criterion and does not entitle to early termination. We reserve the right to adjust prices accordingly.

9. Termination

- To avoid automatic renewal, the Customer shall terminate a service by cancelling its subscription before the period ends.
- If the Provider has to terminate a service, the Customer will be given at least 1 month notice.
- The Provider may suspend or terminate the Customer's access to the Services without notice to the Customer if he determines (in his sole discretion) that the Customer has violated this Agreement, including any violation of export control laws or international sanctions, or that the Customer's activities or transactions expose the Customer, the Provider or other Customers to unacceptable risks.

10. Reimbursement

- Any refund will incur administrative fees amounting to 10% of the refunded amount, with a minimum of CHF 250 excluding taxes.
- The above administrative fee does not apply when the refund results from a termination initiated by the Provider under Section 9.

11. Limitation of Liability

- The amount of liability is limited to the maximum amount not consumed within the subscription period (eg: if 65% of a subscription has elapsed, the maximum liability would be 35% of the subscription fee).
- Neither party is liable for indirect or consequential damages (e.g., lost profits).
- Neither party shall be held liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
- Notwithstanding the above, in cases where unavailability results directly from Provider negligence, the maximum liability shall not be less than one full month of the applicable subscription fee.

12. Dispute Resolution

If a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination, the parties will attempt to negotiate a resolution in a good faith:

1. **Initial Communication:** The parties will first seek to resolve the dispute through email correspondence, clearly stating the nature of the dispute and the desired resolution.
2. **Online Meeting:** If the dispute is not resolved through initial resolution within ten (10) business days, the parties shall arrange an online meeting within fifteen (15) days of the written request by either party to discuss the matter further.
3. **Jurisdiction:** If the dispute remains unresolved after the online meeting, the parties agree to submit to the exclusive jurisdiction of the competent courts located in Conthey, Switzerland

13. Governing law and jurisdiction

This Agreement shall be governed by the laws of Switzerland. The parties agree to submit to the exclusive jurisdiction of the competent courts located in Conthey, Switzerland, for any matters arising from or related to this Agreement.

14. Export Control and Sanctions

The Customer acknowledges that the Services may be subject to Swiss and international export control laws and sanctions. The Customer agrees to comply with all such laws and regulations. The Customer specifically agrees not to export, re-export, or transfer the Services to any prohibited country, entity, or person without the required government authorizations. Any attempt to access the Services via technical circumvention (such as VPNs or proxy servers) from a sanctioned jurisdiction is a material breach of this Agreement.

15. Miscellaneous

- Special requests are subject to prior approval or a custom offer and will be billed according to the agreed-upon terms of that offer or at an hourly rate of CHF 250, excluding taxes.
- Provider may modify these terms by providing at least 30 days' notice via email. Continued use after the renewal date constitutes acceptance of the new terms.