

General Terms and Conditions for the on-premise transfer and/or online provision as well as maintenance of standard and Customer-specific user software of AAC Infotray AG

1. Introduction

These General Terms and Conditions (GTC) form the basis of all contracts concluded between AAC Infotray AG (hereinafter referred to as "Infotray") and the Customer. General Terms and Conditions or pre-drafted terms and conditions of the Customer shall not apply, even if the Customer has mentioned or referenced them.

2. Object of the contract

Infotray, under the name Limsophy, offers modular product families of standard and/or Customer-specific user software (hereinafter collectively referred to as "software"). The Customer may conclude various individual contracts under these GTC that cover the Limsophy product families, whereby in principle it may be decided at the product level whether the respective product is to be procured on-premise, i.e. by installation on the Customer's servers, or online, i.e. as software as a service. In the case of online products, Infotray may, in addition to the actual software, also offer certain supporting infrastructure, such as database, web service and web server as services (hereinafter referred to as "services").

The object of the concluded individual contracts is the development, implementation, on-premise transfer, online provision and/or maintenance of the software and provision of services as well as support and consulting by Infotray, if applicable.

A specific contract includes the following components:

- these GTC;
- the currently valid **Infotray price list**, including hourly rates;
- the respective offer of Infotray;
- all project contracts mentioned in the offer or concluded at a later date;
- all other components mentioned in the offer, such as contracts regarding maintenance or service levels.

The offer also indicates the option (on-premise or online) chosen for a specific product. Contracts for maintenance, hotline and updates are valid for both options. Contracts for service levels are only valid for online services.

The necessary requirements on the part of the Customer for the installation, use and maintenance of the standard and/or Customer-specific software are defined in the offer, the individual contract and the GTC.

3. Customer participation

The Customer must immediately provide Infotray with all the information necessary for the correct provision of its services.

The Customer shall provide a suitable database for the installation of the on-premise product, look after the server(s) involved, maintain hardware and database software, ensure optimum and regular data backup as well as protection against third-party access, viruses, etc. and strive for maximum availability and performance of the database. Infotray provides installation instructions and hardware design specifications.

4. Execution

Infotray's work generally takes place on weekdays between 8:00 a.m. and 5:00 p.m. at the Infotray business premises or at the Customer's premises by arrangement. In the latter case, the associated services and expenses (in particular working and travel time, travel expenses, cash expenses) shall be remunerated separately according to the rates stated in the currently valid Infotray price list.

Infotray is entitled to commission third parties or subcontractors to carry out the work. In particular, Infotray has engaged a subcontractor in Switzerland for the operation of its cloud infrastructure.

5. Software licence

For on-premise products and upon full payment of the licence fee, the Customer is granted the non-transferable and non-exclusive right to use of software and its documentation provided by Infotray for an unlimited period of time within the scope of the offer.

For online products and upon prior payment of the periodic service fee, the Customer is granted the non-transferable and non-exclusive right to use of software and its documentation provided online by Infotray during the respective period within the scope of the offer.

A one-time licence fee offered for an on-premise product or otherwise is valid for an unlimited period of time after its full payment, even if there is a change to the corresponding online product. Accordingly, there is no need to obtain a different and periodically renewed licence for the corresponding online product.

Further use of software, in particular use that exceeds the number of users agreed in the offer, requires the prior written consent of Infotray. Such multiple use must be remunerated separately in accordance with the currently valid Infotray price list.

Details about the lawful use of licences can be found separately in the corresponding price list.

The transfer of rights and obligations from the concluded contracts by the Customer, in particular the transfer of rights of use for software or documentation to third parties, requires the prior written consent of Infotray.

The Customer is liable for any damage caused by improper or non-contractual use of software, in particular if software and/or documentation is passed on to third parties.

6. Industrial property rights

Infotray and/or third parties have industrial property rights to software and documentation licensed by the Customer - in original or in copy. Insofar as third parties are entitled to copyrights, Infotray has the corresponding rights of use and distribution. The Customer does not acquire any ownership rights or copyrights to the software provided. The Customer is not allowed to remove notices of copyrights or any other right holders

on data carriers, documentation or on any other material.

Infotray rejects any claims by third parties of violation of industrial property rights at its own expense and risk. The Customer shall immediately notify Infotray of such claims in writing and shall leave conduct of any action or any settlement, in or out of court, solely up to the decision of Infotray. Subject to these conditions, Infotray assumes any ensuing costs or payment of damages claimed from the Customer.

If a lawsuit is filed for a violation of industrial property rights or a precautionary measure is requested, Infotray can, at its own expense, either grant this right to the Customer or replace it with another one, which fulfils the essential contractual requirements.

The Customer is not allowed to develop the source programs from the programs provided by Infotray (e.g. decompiling or disassembling).

Copies or other reproductions of software and documentation licensed is only permitted for the Customer's own use, in particular for backup and archiving purposes. The Customer undertakes to treat all information on software, the methods and procedures used as well as the software documentation confidentially and to take all necessary precautions to prevent unauthorised access of third parties to software and its documentation.

7. Remuneration for development, use and maintenance

The amount and type of remuneration for the services provided by Infotray result from the written offer of Infotray. The currently valid price list of Infotray is used as the basis for calculation. All prices are exclusive of VAT.

The remuneration covers those services that are necessary for the proper fulfilment of the contract.

Unless otherwise agreed, invoices for one-off payments are issued at the time of delivery of the order and its acceptance by the Customer.

For projects with a fixed price offer and a term of several months, partial payments with specific payment dates are agreed in the individual contract.

The invoices are strictly net and payable within 30 days of receipt in the absence of any deviating note. After

this period has expired, Infotray will notify the Customer of its debt via a written notice. The default interest is 5% per annum.

8. Confidentiality and data protection

The contracting parties undertake to keep non-obvious and undisclosed facts and data confidential. This obligation shall also be imposed on any third parties commissioned. The confidentiality obligations exist before the contract is concluded and also after the termination of the contract or after the agreed services have been fulfilled. Legal information obligations remain reserved.

The Customer's data protection and security regulations must be observed. Insofar as Infotray processes data on behalf of the Customer, it shall process such data only in accordance with the Customer's instructions and only in such a way as the Customer itself would be allowed to do. The Customer acknowledges and agrees that Infotray has engaged a subcontractor to operate its cloud infrastructure.

Infotray is entitled to disclose the fact and the essential content of the request for proposal or its offer to any third parties to be commissioned.

9. Software troubleshooting

Infotray undertakes to correct reproducible software errors that fall within its area of responsibility. Response times to an error are laid down in a separate maintenance contract under the relevant error category.

Upon request, the Customer shall take part in the search for the cause of the error. This shall be done free of charge. Infotray is not responsible, in particular, for software errors, which are caused by improper software operation or circumvention of data security measures by the Customer.

Changes to database objects may only be made using software supplied by Infotray. Read accesses of the Customer to the software database objects is permitted. If the Customer itself or a third party makes changes and enhancements to the database objects used by the operative software without the written consent of Infotray, the software provided can no longer guarantee the consistency and integrity of the

data. In such a case, Infotray can discontinue the delivery and installation of new software program releases and is entitled to withhold maintenance services 14 days after a warning notification with no maintenance fees. Efforts for error localisation and troubleshooting of the database objects are not covered by a maintenance contract and will be charged according to expenditure and the current price list.

10. Dates, delay in performance and non-performance

If software is implemented for the Customer over several months as part of a project, the individual contract will contain a project plan.

The contracting parties are in default upon non-compliance with the binding deadlines agreed in writing; for other deadlines, after a warning has been issued and after a reasonable extension has been granted.

Compliance with deadlines and dates by Infotray presupposes that the Customer fulfils its obligations to cooperate in good time and in full, in particular by providing the information requested by Infotray. Furthermore, the Customer shall meet its payment obligations on time.

The Customer shall bear the additional costs that Infotray incurs from any rework resulting from incorrect or subsequently corrected information provided by the Customer. In such a case, Infotray will list the additional costs and draft a change request in response.

If the Customer does not meet these requirements, the deadlines and dates for Infotray will be accordingly extended, at least by the period of the delay. Furthermore, in the event of default by one contracting party, the other party is entitled to withdraw from the contract after having given the defaulting contracting party a reasonable grace period along with a corresponding warning.

The dates for the development and implementation of services specified at the time of ordering by Infotray are based on values gained by experience and a preliminary determination of the scope of work. They are not binding.

11. Warranty

Software provided by Infotray can be used in accordance with the valid system requirements for the on-premise installation. Infotray assumes no liability or warranty for third-party software. For resolving any interface issues with third-party software, Infotray is only responsible for the correctness of the interface parametrisation tool. The parametrisation and maintenance of the interface is carried out by the Customer.

The Customer is responsible for careful operation, checking the results output and additionally for securing the data entered into the software during on-premise use.

For all on-premise products, the Customer is responsible for the careful operation of software, including the database, in an operating environment that meets the system requirements. Infotray cannot guarantee the availability of software supplied by Infotray. The availability of all online products arises from the respective Service Level Agreement.

The warranty period for on-premise software supplied by Infotray is two years from the start of the collection of operational data using the software. The Customer's warranty claim is limited to rework. For online products and services, any errors will be corrected within the scope of the maintenance contracts.

12. Liability

Infotray is only liable to pay damages in the event of proven breach of contract and in the event of intent and gross negligence. In the event of ordinary negligence, Infotray is only liable for physical injury and material damage.

The aforementioned limitations of liability do not apply to claims of the Customer under the Product Liability Act. There is no liability if the defects are due to causes that cannot be influenced (in particular force majeure), improper parametrisation and operation or other reasons for which the Customer is responsible. Liability for material damage as well as for all further consequential or indirect damage such as claims by third parties are excluded insofar as this is legally permissible.

13. Misuse of online products and services

The access data to online products and services are issued personally to each user and are to be treated confidentially. They may not be passed on to third parties or made available to them for use, not even within the same company.

The Customer undertakes to only access those parts of the online products and services that have been explicitly activated for it and not to use bots, scripts or similar methods for the systematic extraction of data that does not belong to it. It will only use the online products and services in accordance with the contract and to the usual extent, which in particular excludes unusually large amounts of data traffic.

It further undertakes not to upload any content that could damage the software (e.g. malware or viruses) or that aim to use the software not as intended by the licence. The Customer is fully responsible for the content of information that it makes available to the public on the Internet and has hosted on Infotray's infrastructure or its subcontractors and makes available to third parties via telecommunications networks. The Customer must refrain from improper and illegal use and actions on the Internet using the infrastructure provided by Infotray or its subcontractors (such as the sharing or publishing erotic, pornographic, racially discriminatory and violent content, generally illegal or offensive content, improper use of copyrighted works, e.g. by circumvention of DRM, linking or other distribution or sharing or publication of illegal content, malware, Trojans, viruses, SPAM, etc.).

If Infotray or its subcontractors have good reason to assume improper use, e.g. because third parties have warned them of illegal content, Infotray can suspend their services and warn the Customer regardless of Section 11 of the GTC. The Customer has to reimburse Infotray and its subcontractors for any damage that they incur as a result of such improper use (including reasonable costs for legal representation).

14. Validity of the GTC

These GTC, together with all other components pursuant to section 2, contain all rights and obligations of the Customer and Infotray and are solely binding, regardless of any deviating business conditions of the Customer. The parties are free to agree additional rights

and obligations in a written confidentiality agreement, if required.

Amendments and addenda to individual contracts can only be made in writing. A written agreement can be used to deviate from the GTC in the individual contract. In the event of an objection, the provisions of the additional written agreement take precedence over those of these GTC.

The ineffectiveness of one or more provisions of these GTC or of the contracts concluded between the Customer and Infotray has no influence on the effectiveness of the other contractual provisions. An ineffective provision shall be replaced with an effective one that comes closest to the economic purpose of the original provision.

15. Applicable law and place of jurisdiction

The contracts entered into by the Customer and Infotray are subject to Swiss substantive law, without regard to conflict-of-law principles. The provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on April 11, 1980) are excluded.

The exclusive place of jurisdiction is Winterthur.

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