

These General Conditions apply to all our services, as well as to the use of Information System infrastructures ("Services") provided or made available by Swiss Post Cybersecurity Ltd, Switzerland, and/or any group company or branch office of Swiss Post Cybersecurity ("SPCS", "we", "us") to Clients and/or Third Parties, unless explicitly otherwise agreed in writing between us and Clients. In any event, acceptance of the Services shall be deemed as the unconditional acceptance of the present General Conditions.

Any purchasing or general conditions of Client are non-binding to our services and are herewith waived, even if we have not expressly rejected such conditions.

## **1. Introduction**

### **1.1 SPCS**

SPCS is a service provider in the field of Information System security. SPCS takes particular care in ensuring the quality and the security of its infrastructure including a Certification ISO 27001 Management of the Information System Security, thereby providing a professional level of security and availability of services.

### **1.2 Definitions**

Capitalized terms have the meanings given to in these General Conditions, in particular this Section 1.1.

"Client": shall mean physical or legal person operating a marketed entity or using a service developed by SPCS.

"Contract" shall mean an Order and all parts thereof (including these General Conditions) listed in such order as incorporated therein, in each case as amended from time to time.

"Information System": shall mean any system used to create, send, receive, store or process data.

"Effective Date" shall mean the date on which an Offer incorporating these General Conditions is duly executed by Client.

"Network": shall mean the entire system ensuring the transmission and/or routing between data or signals of telecommunications through network termination points, and the exchange of information associated with said enterprise. The fact that the network is internal, local, public, private or otherwise is without influence and considered irrelevant;

"Services": shall mean all of the services developed and/or marketed for commercialization by SPCS including any Information System infrastructures provided or made available by SPCS which are used in this context.

"Third Parties": shall mean all physical or legal persons who may be required to collaborate with SPCS and/or the Client.

### **1.3 Framework Structure**

These General Conditions establish the contractual framework for the performance of Services by us to Clients pursuant to Orders as agreed between us and Client from time to time.

## **1.4 Orders form Standalone Contracts**

To enter into an agreement, Client and SPCS will execute one or several orders (each an "Order"; collectively the "Orders"). Each Order (a) forms a separate and independent Contract for the Services as further described in the Order between us and Client and (b) incorporates by reference these General Conditions in such Order. Each of Client and SPCS shall bear its own costs in production and negotiation of an Order.

## **1.5 Precedence of Terms**

If there is a conflict between any provision of a Contract and any document incorporated by reference in such Contract, then the following order of priority will govern:

- a) First, the provisions of the most recent executed Order;
- b) Second, these General Conditions.

All oral or written agreements that have or may have been concluded previously between the Parties with regard to our provision of the Services are herewith superseded.

## **2. Services of SPCS**

### **2.1 General**

SPCS will make the Services available to Client during the Term on and subject to the terms of this Contract.

SPCS provides the Services to Client by granting online access to the Services via the Internet and by use of a certain browser. The Services will be hosted and maintained by SPCS or its designated Sub-Contractor.

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SPCS reserves the right to discontinue its Services at any time in the event of risks to security without providing an explanation to Client and without assuming any responsibility for damages caused by such interruption.

### **2.3 Service Availability**

SPCS will use commercially reasonable efforts to make the Service generally available for Client's use ("Service Availability"). Service Availability does not include interruption of Services as a result of (i) planned downtime for maintenance (of which SPCS shall give at least 8 hours' notice and which SPCS shall schedule to the extent practicable between 7:00 p.m. and 6:00 a.m. on Business Days and the weekend hours between 7:00 p.m. Friday and 6:00 a.m. Monday CET) (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure

events or other events that are not under SPCS's control.

## **2.4 Changes**

SPCS may, at its own discretion, change or update the Services, including but not limited to reflect changes in technology, industry practices and/or patterns of system use. The functions of the Services are subject to change at SPCS discretion, provided, however, that changes to the functions of the Services will not result in a material reduction of functions and functionalities or in the level of performance, security or availability of the Services.

Client may request changes to the agreed upon Services in writing at any time ("Change Request"). Unless otherwise agreed, SPCS shall continue to provide the initially agreed upon Services until a written agreement on the change in performance has been reached. SPCS shall provide Client with a written response to the Change Request within ten (10) Business Days from the receipt of a Change Request. If a Change Request by Client requires SPCS to carry out a comprehensive review of whether and under what conditions the requested change is feasible, SPCS shall inform Client thereof within ten (10) Business Days from the receipt of a Change Request. SPCS may demand remuneration for the review insofar as it has informed Client in writing and Client has thereupon issued a corresponding review order in writing. If the Change Request is maintained and the Parties agree, all changes to the Services shall be recorded in writing in an amendment to the Contract and/or an additional Contract, as the case may be. Such amendment shall in particular address all relevant material consequences of the change to the Services including all impacts on costs and project schedules. For the avoidance of doubt, if the Parties do not agree on an amendment of the Services following a Change Request, SPCS shall continue to provide the initially agreed upon Services. SPCS is under no obligation to amend the Services in accordance with a Change Request but, however, shall apply commercially reasonable efforts to conclude an agreement with Client upon the amendment of the Services.

## **2.5 Sub-Contractors**

SPCS is entitled to involve third parties such as subcontractors, including but not limited to provider of cloud and/or storage services ("Sub-Contractors") at its sole discretion, regardless of whether they are domiciled in Switzerland or abroad, in connection with granting the License and/or the provision of Services to Client.

## **2.6 Maintenance and Support Services**

From the Effective Date, SPCS shall apply commercially reasonable efforts and resources to maintain and update the Services and provide support services as set out in the Order.

## **2.7 Location of Datacenters**

Client acknowledges and agrees that SPCS is processing any data for the purpose of the provision of the Services via the datacenters and Sub-Contractors, about which SPCS provides information upon written request.

If SPCS wishes to change the location of datacenters and/or Sub-Contractors, SPCS shall notify Client about the contemplated change in due time in advance.

## **3. Limited License**

For the term of the Contract and subject to the terms and conditions of this Contract SPCS grants to Client the nonexclusive, nontransferable, non-assignable, non-sub licensable and limited right to remotely access and use the Services through the cloud for the purpose of obtaining the Services from SPCS, on and subject to the terms of this Contract ("License").

SPCS is responsible for licensing of third-party software used for the provision of the Services. Client is responsible for licensing the software required to maintain its IT-System in accordance with the requirements as notified by SPCS from time to time ("Requirements") in the documentation of the Services ("Documentation"). The use of the Services as well as the cloud require compatible devices, an appropriate internet connection, the installation of further software, defined as Requirements in the Documentation. The performance of the Software may be influenced by these factors.

## **4. Compensation**

### **4.1 General**

As a compensation for providing the Services, Client shall pay to SPCS fees as set out in the Order ("Compensation").

### **4.2 Price adjustment**

SPCS is entitled to unilaterally adjust the Compensation to reflect fluctuations in the Swiss National Consumer Price Index ("CPI") with a notice period of 3 months. The reference value for such adjustment is initially the CPI index value as of the date the Order is confirmed and subsequently the CPI index value as of the date of the previous adjustment by SPCS.

SPCS is further entitled to unilaterally adjust the Compensation in order to (i) impose price adjustments from third party hard- or software providers to the Client; or (ii) compensate for fluctuations in the exchange rate in connection with the procurement of such hard- or software provided by third parties, if fluctuations amount to more than 2% between the date of the Order and the date of the respective invoice.

SPCS shall notify the Client of such price adjustments without undue delay.

### **4.3 Terms of Payment**

Unless otherwise specified in the Order, SPCS shall issue invoices for the Compensation on an annual basis in advance. The Compensation as set out in the Order, as amended from time to time, is exclusive of value added tax or other taxes or duties.

The Compensation is invoiced by SPCS plus any value added taxes or other taxes or duties. Invoices of SPCS are due for payment by Client thirty (30) days after receipt of the invoice without deduction and under exclusion of set-off. After expiration of this payment period without payment of an invoice in full, Client shall be in default without further notice.

## 5. Limited Warranty of SPCS

Unless otherwise specified in these General Conditions or the Order, all obligations incumbent on SPCS under the Contract are considered to be obligations of means (i.e. "obligations de moyens"). Client acknowledges that malfunctions of the Services cannot be completely ruled out, even with the greatest of care, and that the uninterrupted performance of the Services cannot be guaranteed.

SPCS warrants that SPCS (i) has full power and authority to enter into the Contract and perform the obligations and duties contemplated herein, (ii) will provide the Services under this Contract consistent with generally accepted industry standards, (iii) will comply with the applicable laws and regulations and obtain and maintain all the consents, authorizations, licenses, permits and registrations required to perform its obligations under the Contract.

Any warranty with regards to physical components and appliances, that are delivered in order to provide Services is excluded to the extent permitted by law, as well as any liability for consequential damages arising from defects of physical components or appliances.

The warranties given by SPCS under this Section 5 are exclusive and no other warranty, guarantee or condition, written or oral, is expressed or implied by SPCS or may be inferred from a course of dealing or usage of trade and SPCS disclaims all implied warranties, guarantees and conditions including, but not limited to, any implied warranties and conditions of merchantability and fitness for a particular purpose. SPCS does in particular not warrant that the operation of the Services will be uninterrupted or error free, or that the Services will operate in connection with hardware and software combination other than as expressly required by SPCS from time to time or that the Software will meet Clients' requirements.

## 6. Duties and Obligations of Client

### 6.1 General

Client shall during the Term of the Contract:

- (i) carry out all acts of cooperation necessary to enable SPCS to provide the Services in accordance with these General Conditions and the Order, such as the provision of information or documentation; Client will perform all of its acts of cooperation in a timely manner and in such a way that SPCS is not hindered from providing the Services. If Client fails to perform its acts of cooperation in a timely manner or to the extent required, project schedules for the Services to be provided by SPCS are extended to a reasonable extent. Client will reimburse SPCS separately for any additional expenditure and/or costs incurred in this regard, at SPCS current standard hourly rate.
- (ii) if required, provide SPCS staff with limited access to technical environments to perform its obligations specified in this General Conditions and the Order; accordingly, Client will provide SPCS with access to Client's IT-Systems as is required for the performance of the Services. Client will accommodate off-hours and remote access when reasonably necessary and in accordance with Client's security policies. Client will provide technical details of Client's network configuration, and support SPCS during the setup and installation

process; the costs incurred by Client in this regard shall be borne by Client.

- (iii) ensure that its employees and third parties attributable to it handle with care the equipment and technologies used by SPCS as well as any physical components provided to Client under the Contract. Client shall fully indemnify and hold harmless SPCS from any damages in connection with the violation of Clients obligations under this Section 6.1;
- (iv) send to SPCS all relevant traffic and log required by SPCS for analysis; the costs incurred by Client in this regard shall be borne by Client;
- (v) allow SPCS team members to utilize Virtual Private Network (VPN) or equivalent solutions to access SPCS systems on Client's network;
- (vi) provide subject matter experts associated with its network and IT operations to support the implementation of SPCS cyber security solutions. Any costs incurred by Client in this regard shall be borne by Client;
- (vii) ensure at its own cost that SPCS is authorized to access and process Client Data, in case SPCS needs to access such data for the provision of the Services;
- (viii) with no delay notify SPCS in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information it has provided to SPCS which may materially and adversely affect SPCS' ability to perform the Services;
- (ix) configure its IT-System and only use facilities in compliance with the applicable Laws and Regulations;
- (x) Client is responsible for compliance with the Requirements at its own cost. The Requirements may be amended by SPCS from time to time upon notice. Client shall install, throughout the Term of the Contract all available updates for its Information System and use the software and/or hardware versions recommended by its suppliers pursuant to the minimum system requirements;
- (xi) exclusively use software in relation of its IT-Systems from trustworthy sources and take all appropriate measures to protect its IT-Systems from any viruses, Trojan horses, worms or other components that would limit or harm the functionality of a computer;
- (xii) take and maintain all reasonably required measures to protect its IT-Systems from any unauthorized access to its IT-Systems and any data stored and/or proceeded on Clients' IT-Systems, including but not limited to any form of cyberattacks;
- (xiii) ensure the confidentiality of security features, including user names and passwords, and protect these elements against misuse by unauthorized persons. The password, in particular, must never be logged or recorded unprotected and/or made accessible to third parties;
- (xiv) ensure the accuracy of information provided to SPCS, in particular with view to the definition

of the scope of Intervention by SPCS and the identification of IP addresses;

- (xv) cover any damage that may result as a consequence of data access by SPCS and/or third parties (including employees), and shall be responsible for the content of the information SPCS, itself or third parties transmit or process during the execution of the Services of SPCS;
- (xvi) respect and promote the ethics of SPCS by refraining from and prohibiting the publication or transmission of data
  - a. in violation of intellectual property rights of third parties;
  - b. in violation of the laws on unfair competition and consumer protection;
  - c. in violation of the laws against money laundering;
  - d. deemed threatening, of violent nature, racist, xenophobic, pornographic etc.
- (xvii) hold SPCS harmless against any claims brought forward against SPCS due to the performance of this Contract;
- (xviii) Client undertakes to inform SPCS of any breach or infringement of these intellectual property rights by third parties, as soon as it becomes aware of such infringements;
- (xix) All documents provided to Client by SPCS must not be duplicated or disseminated in any way by Client.

Client acknowledges that the use of the resources of its IT-systems or cloud service providers (bandwidth, CPU load, disk space, etc.) during the provision of the Services or servicing by third parties (e.g.: monitoring and intrusion testing) may limit the performance of the Services or generate additional costs. Such additional costs shall be borne by Client.

If Client fails to comply with its obligations under this Contract, SPCS shall be released from any liability under this Contract and the Services, as the case may be, provided by SPCS shall be considered as conforming to this Contract.

## 6.2 Terms of Use of the Services

Client agrees not to use or permit use of the Services for any purpose other than as explicitly agreed herein, in particular, in a manner that constitutes an infringement of intellectual property or other proprietary rights or otherwise violates applicable laws and regulations and/or the Acceptable Use Policy of Sub-Contractor as amended from time to time, in particular, but not limited to, the rules governing the use of the cloud operated by Sub-Contractors (e.g. Infomaniak Network SA: <https://www.infomaniak.com/en/legal/general-terms-and-conditions>; BrainServe SA: <https://prod.brainserve.ch/en/legal-information/>).

Client is aware and acknowledges that the Services are provided via cloud and that the relationship between SPCS and Sub-Contractor is governed, inter alia, by the Acceptable Use Policy of Sub-Contractor, on which SPCS has no influence. Client is aware that Sub-Contractor may regularly change the Acceptable Use Policy of Sub-Contractor and agrees to regularly check and comply with the

Acceptable Use Policy of Sub-Contractor when using the Software Services. Client is further aware that the violation of the rules governing the use of the cloud may lead to Sub-Contractor interrupting the access to the cloud or terminating the agreement with SPCS. Client agrees to defend and indemnify SPCS against any claim arising out of a violation of these Client obligations under this Section 6.

Client may not, and may not cause or permit others to:

- (i) unless otherwise stated herein, make the Services or materials to which Client is provided access, available in any manner to any third party;
- (ii) modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish or download any part of the Services or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to SPCS;
- (iii) disclose to any third-party results of any tests of the Services without SPCS' prior written consent;
- (iv) perform or disclose any of the following security testing of the Services or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing without prior written agreement by SPCS; and
- (v) unless otherwise stated herein, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Software Services or materials available, to any third party.

## 6.3 Access to Services

Passwords and user names to access the cloud and the Services are provided to Client on an individual basis, separately for each user and exclusively for the purpose of accessing and using the Services. User names and other log-in credentials generated by SPCS are for Clients' internal use only. Client shall not and procures that its users will not sell, transfer or sublicense the log-in credentials including user names to third parties.

Client shall be solely responsible for ensuring the security and confidentiality of such user names and passwords, and shall notify SPCS immediately of any unauthorized use or other known breach of security.

Client is responsible for all activities that occur under Client's user names and/or passwords.

## 6.4 Regulatory Change

Client shall notify SPCS without undue delay if changes in laws and regulations, to which Client is subject of, may require a change in the Services. For the avoidance of doubt: SPCS is under no obligation to observe developments in regulatory and/or legal requirements to which Client is subject and which may require changes to the Services.

Section 2.4 of these General Conditions shall apply mutatis mutandis to changes due to amended

regulatory or legal requirements according to this Section 6.4.

## **7. Limitation of Liability**

Upon due notification in writing, SPCS' sole liability and obligation and Client's exclusive right and remedy under the limited warranty according to Section 5 with regard to physical components and appliances not conforming to this Contract is the repair or replacement of a physical component and/or appliance at SPCS' sole discretion.

Unless explicitly specified otherwise in this Contract, SPCS shall only be liable for unlawful intent and gross negligence as well as only for direct damage caused by bodily injury. Any further liability of SPCS arising out of or in connection with this Contract shall be excluded to the maximum extent permitted by the law. In no event shall SPCS be liable to Client or any third party for any indirect, incidental or consequential damages, or any loss of revenue or profits, data, or data use, arising out of or related to this Contract, whether in contract or tort, or otherwise.

SPCS' aggregate liability under this Contract is limited to the total amount of one annual Compensation paid by Client to SPCS in the year prior to an incident for which Client may hold SPCS liable under this Contract.

If Client fails to comply with its obligations under this Contract, SPCS shall be released from any liability under this Contract and the Services provided by SPCS shall be considered as conforming to the Contract. SPCS shall not be liable for any non-compliance of its Services due to the non-compliance of Client with its obligations under this Contract. SPCS shall not be liable and shall not assume any responsibility for any damages incurred by Client due to transmission errors, corruption of data, interruptions, failures of or intrusions into IT-systems.

During intervention, SPCS cannot be held responsible for the following events and occurrences:

- (i) temporary disturbances concerning the availability and performance of Client's IT-system;
- (ii) access by third parties to data due to breaches of security in Client's IT-system;
- (iii) access by third parties to Client's data in the event of breaches of the required duty of care regarding data access and any other obligation according to this Contract by Client;
- (iv) loss of Client's data encryption;
- (v) loss of backup and integrity of Client's data, including logging, statistics, configuration files, data generated or updated by users of Client's IT-system.

The liability of SPCS for associates (cf. Art. 101 of the Swiss Code of Obligations) shall be excluded to the extent permitted by law.

## **8. Intellectual Property**

No transfer of ownership of any intellectual property will occur under the Contract. Each Party hereby reserves

and retains ownership of all rights, titles, and interests in any intellectual property rights that it has created or acquired before entering this Contract or which each Party creates or acquires independently of this Contract ("Pre-Existing Materials"). Unless stated expressly otherwise in the Contract, Pre-Existing Materials of either Party may not be used in any way, disclosed, transferred, sold, published or otherwise exploited by the other Party.

Client agrees that all rights, titles, and interests in intellectual property rights created or developed in the course of this Contract ("New Materials"; e.g. any intellectual property rights created or developed on occasion of the performance of any Services under the Contract) shall be the sole and exclusive property of SPCS. Client hereby transfers to SPCS and/or hereby agrees to transfer all right, title and interest in and to such New Materials upon their creation and together with any associated copyrights without restrictions in terms of subject matter, time or geographical scope.

If Client has any rights, titles, and interests in New Materials that cannot be transferred to SPCS by Client due to restrictions by mandatory law, Client hereby automatically grants to SPCS an exclusive, even as to Client, irrevocable, perpetual, worldwide, transferable, sub-licensable, fully-paid and royalty-free license to such New Material without restrictions in terms of subject matter, time or geographical scope, and in particular but not exclusively with the right to use in any possible way, to disclose, to export, to make perceptible, to reproduce, to distribute, to exploit, to modify and to further develop.

If Client has any rights, titles, and interests in New Materials that can neither be transferred nor be licensed to SPCS due to restrictions by mandatory law, Client hereby automatically, unconditionally and irrevocably waives the enforcement of such rights in New Materials, and all claims and causes of action of any kind against SPCS or related to SPCS' customers, with respect to such rights, and will, at SPCS' request, consent to and join in any action to enforce such rights.

Unless stated expressly otherwise in the Contract, Client will not in any way use, disclose, transfer, sell, publish or otherwise exploit these New Materials and will not challenge the validity of SPCS' ownership of any intellectual property rights in the New Materials. Client hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal under applicable law in and to New Materials and ensures that also its employees and sub-contractors waive any such rights.

## **9. Confidentiality**

Each Party shall keep confidential and not disclose to any unauthorized third party any and all information that the disclosing Party furnishes to such receiving Party in connection with this Contract, in particular any confidential information relating to SPCS' business and ensure that confidential information is only disclosed to employees, sub-contractors, agents or other auxiliary persons which require such confidential information for the purpose of this Contract and which are bound to confidentiality obligations not less strict than those set forth herein. These confidentiality obligations shall remain in force for the duration of this Contract and a period of 5 (five) years as from the Termination Date.

Confidential information shall not include information which: (i) is or becomes a part of the public domain

through no act or omission of the other party; or (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party without violating any obligations set forth herein.

Each Party shall have the right to disclose confidential information of the other Party to courts or other authorities to the extent they are obliged to do so by the applicable laws and regulations or based on an order of any judicial or regulatory authority. Prior to the disclosure of such confidential information, each Party shall notify, to the extent legally permitted, the other Party without undue delay of the related request or summons and inform the other Party about the confidential information which it intends to disclose in the framework of such request/summons.

#### **10. Non-Solicitation of Personnel**

During the term of the Contract and twelve (12) months after the Termination Date, Client undertakes not to solicit (as employee or consultant or any other type of engagement) any person who is or becomes on or after the Effective Date of this Contract an employee of SPCS and/or any of SPCS's affiliate, and will not allow, which the Client shall procure, such solicitation by any of its affiliates. The foregoing restriction in this clause shall not apply with respect to advertisements in newspapers of general circulation, internet-based job offers, job fairs or other general means of employment solicitation all of which do not target specific individuals.

In case of non-compliance with this Section 10, Client shall compensate SPCS by paying a lump sum equal to the gross salary of such employee during the twelve months preceding the employee's departure.

#### **11. Data Security – Data Protection**

Client acknowledges and agrees that all alerts, reports and configuration settings generated and/or made via software, sensors and appliances, as the case may be, in the course of the provisions of the Services are transmitted to SPCS using end-to-end encryption.

Each Party undertakes to the other Party to take all necessary steps to ensure that it operates within the requirements of the Swiss Data Protection Act and the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, GDPR (if applicable).

To the extent Client transfers personal data to SPCS for the purpose of obtaining the Services, Client shall notify such persons about the content of SPCS' Privacy Policy and how SPCS' Privacy Policy may be accessed.

During any intervention, Client is responsible for the processing of data which may contain personal, sensitive or confidential data within its IT-system. Client shall procure that SPCS may legally access and process such personal data for the purpose of such Intervention.

Personal data is treated by SPCS with the highest confidentiality and is neither sold nor transferred to third parties. SPCS stores and processes only the data required to fulfil its contractual obligations according to the Contract.

Non-personal data of Client, such as the generation of technical logs as a consequence of the performance of Services may be stored and maintained by SPCS due to the applied technical process and in accordance with the applicable laws and regulations.

Client authorizes SPCS to treat and process Client's data internally and in association with the affiliated companies of its group, to enable SPCS to ensure the provision of the Services in accordance with the Contract. For the Term of the Contract, Client grants SPCS (including its affiliates) the non-exclusive, non-sublicensable, royalty-free, worldwide license to use data whose intellectual property rights are owned by Client ("Client Data") for the sole purpose of fulfilling SPCS' duties and obligations under the Contract.

#### **12. Data Backup**

Client is solely responsible for the content and management of Client Data. Client shall make a copy of all its data during any Intervention of SPCS. Client shall, at all times, ensure the integrity and availability of the Client Data. Client is responsible for the backup of Client Data, the backup and the integrity of its data logging, statistics, and data generated or updated by users of their Information System (e.g. the historical data of customers, products, orders, invoices, settings, etc.).

#### **13. Term and Termination**

##### **13.1 Effective Date**

These General Conditions will come into effect on the Effective Date, and each Order will come into effect on such Order's effective date or the date of its due execution by Client, as the case may be. These General Conditions and the respective Order will remain in force for the minimal duration as specified in the Order, subject to Sections 13.2 (Contract Term and Termination) and Section 14 (Survival).

##### **13.2 Contract Term and Termination**

Each Contract will come into effect on the date specified in the applicable Order forming such Contract and remain in force for the term specified in that Order. A Contract may be renewed for an indefinite number of periods.

After the minimal duration as specified in the respective Order, a Contract may be terminated by either Party in writing with a six (6) months' notice period to the end of a month ("Termination Date"). For the avoidance of doubt, a Contract may not be terminated during the minimal duration as specified in the respective Order.

Either Party shall be entitled to terminate at any time (for the avoidance of doubt, including during the minimal duration) this Contract in writing per registered mail, effective immediately, if so permitted by Swiss law or in case the other Party commits a material breach of this Contract which is incapable of remedy or which, if capable of remedy, has not been remedied within thirty (30) Business Days of the date of a written notice specifying the material breach and requiring the same to be remedied.

The Parties agree that such a material breach (incapable of remedy) may include, but not be limited to:

- (i) any act of dishonesty, disloyalty or fraud committed in the performance of its obligations under this Contract;

- (ii) Bankruptcy or composition proceedings have been commenced against a Party or if a Party is manifestly insolvent;
- (iii) in case of undue subcontracting (e.g. where SPCS sub-contracts without notifying Client or obtaining its relevant prior approval).

#### **14. Survival**

Each Party's obligations with respect to Confidential Information under Section 9 shall continue for five (5) years from the Termination Date and then terminate, to the exclusion of production and business secrets which shall be protected for an unlimited time. The rights and obligations under Section 8 (Intellectual Property), Section 10 (Non-Solicitation), Section 11 (Data Security - Data Protection), Section 13 (Term and Termination) and Section 15 (General Legal Provisions) shall survive in perpetuity.

#### **15. General Legal Provisions**

##### **15.1 Sundries**

Unless otherwise stated in these General Conditions or the Order, no amendment to the Contract or these General Conditions will be valid unless mutually agreed to by us and Client in writing.

##### **15.2 References**

SPCS is entitled to mention the Client and the contractual relationship between SPCS and the Client as references for marketing purposes.

##### **15.3 Dispute Resolution**

The Parties shall resolve disputed issues in principle at the operational level. If no solution is agreed upon in writing between project managers at the operational level within thirty (30) days since first written notice of a Party to the other Party about an issue in relation to this Contract, each side shall be entitled to refer any controversial issues to the CEO level of the respective Party. If the Parties have not concluded a solution for the issue in writing at the CEO level within another thirty (30) days from the receipt of a referral to the CEO level by either Party, each Party is free to initiate a litigation proceeding as set out in Section 15.4.

##### **15.4 Applicable Law – Jurisdiction**

These General Conditions and the Contract and any claims arising from or in connection with these General Conditions or the Contract shall be governed by and construed in accordance with the substantive laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods of 11 April, 1980 (CISG) shall not apply.

The courts of Aarau (Canton of Aargau, Switzerland) shall have exclusive jurisdiction for any and all disputes arising out of or in connection with these General Conditions and/or the Contract.

*Aarau, 18.02.2025*