

General Terms and Conditions of AVANTEC AG

Version 1.9, 23 July 2024

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions ("GTC") shall apply to all services provided by AVANTEC AG, with its registered office in Zurich ("AVANTEC"), to the customer ("Customer"), unless explicitly agreed otherwise in writing.
- 1.2 The cooperation between the parties regarding the subject of the contract shall be governed conclusively by these GTC and the corresponding individual contract(s), unless explicitly agreed otherwise in writing. The application of general terms and conditions or similar terms and conditions of the Customer is hereby excluded.

2. OFFERS AND INDIVIDUAL CONTRACTS

- 2.1 AVANTEC shall submit an offer to the Customer for the requested services ("Offer"). The Offer may also include products or services from third parties.
- 2.2 An individual contract ("Individual Contract") shall come into effect between AVANTEC and the Customer upon signature of the Offer by the Customer. The GTC shall become an integral part of the Individual Contract. In the event of contradictions, the provisions of the Individual Contract shall take precedence over those contained in the GTC.
- 2.3 The terms defined in the Individual Contracts shall also apply within the scope of these GTC, and terms defined in these GTC shall also apply within the scope of the Individual Contracts.

3. SERVICES PROVIDED BY AVANTEC

a) General obligations

- 3.1 AVANTEC shall provide the agreed services in accordance with the applicable Individual Contract. The respective scope of work, any and all specific obligations of the Customer, milestones and compensation shall be governed by the applicable Individual Contract.
- 3.2 AVANTEC must take due care in the fulfilment of its services. AVANTEC shall comply with the applicable laws in doing so.
- 3.3 Unless otherwise stipulated in the Offer, AVANTEC's registered office shall be the place of fulfilment.
- 3.4 AVANTEC shall endeavour to meet any and all milestones and deadlines agreed in the applicable Individual Contract, but cannot guarantee this. AVANTEC shall inform the Customer in advance of any impending postponements of milestones and deadlines, insofar as this is possible and reasonable. Under the conditions set out in Clause 10.2 below, the Customer shall be entitled to effect extraordinary termination of the Individual Contract in question in the event of delays. All further claims of the Customer arising from delays, in particular claims for damages, shall be excluded.
- 3.5 AVANTEC shall endeavour to replace any employees prevented from implementing the Individual Contract due to extraordinary circumstances, but shall not be liable for any damages caused by delays.
- 3.6 Unless otherwise stipulated in the applicable Individual Contract, the regular working hours of AVANTEC employees shall be eight (8) hours per day from Monday to Friday, except on public holidays customary at the place of work.
- 3.7 In the performance of its activities, AVANTEC shall comply with the Customer's specifications in accordance with the applicable Individual Contract, if such a contract exists.
- 3.8 Notwithstanding any provisions to the contrary in these GTC, AVANTEC shall only be obliged to provide services in accordance with these GTC after at least one valid Individual Contract has been agreed between the parties and has come into force.

b) Maintenance and support services

- 3.9 In principle, the Customer has the option of obtaining maintenance and support services from AVANTEC ("Maintenance and Support Services"). The start, duration, content and scope of the Maintenance and Support Services shall be governed by the corresponding Individual Contract and, if applicable, by the Service Level Agreement contained therein.

3.10 All rights and legal remedies of the Customer in connection with the Maintenance and Support Services are conclusively stipulated in the Service Level Agreement. In particular, claims for damages by the Customer are excluded.

c) Services

- 3.11 The Customer may request services from AVANTEC that do not fall under the category of Maintenance and Support Services, e.g. implementation or consulting services ("**Services**"). Such Services shall always be agreed in an Individual Contract.
- 3.12 AVANTEC shall inform the Customer about the status of service provision at the Customer's request.
- 3.13 If no fixed price or fixed expenditure of time has been agreed, AVANTEC shall duly document the expenditure of time and the materials used in connection with the provision of services in an activity report, which shall be disclosed to the Customer with the invoice for the services provided.
- 3.14 The Customer must notify AVANTEC of any defects as soon as possible, and in the case of hidden defects no later than three working days after their discovery. This shall apply not only in the course of a possible acceptance test, but generally to any defect in software that is the subject of a contract between the parties.
- 3.15 AVANTEC must rectify the relevant defects identified by the Customer within a reasonable time frame to be determined by the parties. Relevant defects within the meaning of these GTC correspond to defects that impair the functionality of the work results. The corresponding agreement between the parties shall determine whether compensation is to be owed for the rectification of the relevant defects. Defects not deemed relevant do not have to be rectified by AVANTEC.
- 3.16 If AVANTEC fails to rectify the relevant defects in due time, the above provisions shall apply mutatis mutandis.
- 3.17 If relevant defects still persist even after AVANTEC has performed rectification work in accordance with Clause 3.16 above, the Customer may, within 30 calendar days of notification of readiness for acceptance by AVANTEC, either (i) give AVANTEC another opportunity to rectify the defects or (ii) terminate the corresponding Individual Contract with immediate effect. Any further claims by the Customer, in particular claims for damages, are excluded.
- 3.18 The date for potential commissioning shall be agreed by both parties.

d) Involvement of third parties

- 3.19 AVANTEC is under no obligation to personally perform the services owed under the applicable Individual Contract and may engage third parties to fulfil obligations under the applicable Individual Contract.
- 3.20 The involvement of third parties to fulfil obligations to the Customer must be communicated to the Customer in text form in advance. Third parties from abroad (outside Switzerland) may only be engaged with the Customer's consent. Cases in which AVANTEC must provide data belonging to the Customer to a third-party provider for support purposes remain reserved.
- 3.21 AVANTEC shall remain responsible for the fulfilment of obligations by third parties under the applicable Individual Contract and shall be liable to the same extent as AVANTEC itself in accordance with these GTC and the applicable Individual Contract, unless otherwise stipulated in the relevant Individual Contract. AVANTEC must also conclude appropriate non-disclosure agreements with these third parties and, where necessary, must sign appropriate data processing agreements.
- 3.22 Insofar as the Customer requires software, hardware or other services from third-party providers with regard to services to be provided by AVANTEC which it does not obtain directly from the third-party provider ("**Third-Party Provider**") but via AVANTEC, the additional provisions pursuant to lit. e) below shall apply.

e) Special provisions for third-party services requested by the Customer

- 3.23 Notwithstanding Clause 2.2 above, the provisions of this lit. e shall always take precedence over all other provisions contained in these GTC and the applicable Individual Contract in the event of contradictions.
- 3.24 AVANTEC shall only conclude contracts with Third-Party Providers ("**Third-Party Provider Contract**") after this has been agreed between AVANTEC and the Customer in the corresponding Individual Contract or after the Customer has authorised AVANTEC to do so in advance in text form. Authorisation to use a Third-Party Provider can also be given implicitly. This is the case, in particular, if the Customer opts for products or services from Third-Party Provider Contracts, e.g. manufacturer support. The corresponding Individual Contract between AVANTEC and the Customer shall serve as authorisation for AVANTEC to conclude the corresponding Third-Party Provider Contract(s).
- 3.25 Upon request, AVANTEC shall provide the Customer with copies of the Third-Party Provider Contracts. Confidential parts of Third-Party Provider Contracts may be redacted by AVANTEC. However, the provisions on liability and warranties in the Third-Party Provider Contracts must always be disclosed to the Customer.
- 3.26 The Third-Party Provider Contracts may contain provisions that impose additional obligations on the Customer. Accordingly, the applicable Individual Contracts may contain additional provisions that ensure compliance with these obligations.
- 3.27 AVANTEC undertakes to conclude appropriate non-disclosure agreements with Third-Party Providers if the Third-Party Provider is given access to personal data or confidential data of the Customer. The corresponding

Individual Contract may specify further requirements. The Customer shall ensure compliance with the data protection policy of the Third-Party Provider through the conclusion of corresponding agreements, unless otherwise stipulated in the applicable Individual Contract.

- 3.28 In order to be able to use individual products, the Customer and the end users authorised to use such products by the Customer ("End Users") may have to agree to end-user licence agreements or similar agreements (collectively "User Contract"). The product in question, the documentation of the product in question or the corresponding Individual Contract shall contain the content of the User Contract or a link to it.
- 3.29 The Customer shall ensure and guarantee that it itself and the End Users agree to all relevant User Contracts in their currently applicable form. If, for whatever reason, the content of one or more User Contracts is not known to the Customer, the Customer is required to obtain the relevant information with the help of AVANTEC. If consent to a User Contract is not given in good time, AVANTEC shall be permitted to restrict the access of the Customer or of End Users to the corresponding product.
- 3.30 In the event that the Customer suffers damage in connection with a service or other acts or omissions of a Third-Party Provider which AVANTEC engages to procure services or perform actions (including the hardware and software to be supplied by the Third-Party Provider), AVANTEC shall only be liable to the Customer for this damage to the extent that AVANTEC is entitled to claim damages from this Third-Party Provider. In this case, AVANTEC hereby assigns its claims for damages against the Third-Party Provider to the Customer in lieu of payment. This assignment shall remove all claims of the Customer against AVANTEC as a consequence of its liability for the services and actions of the Third-Party Provider it has engaged.
- 3.31 AVANTEC undertakes to support the Customer in the assertion of claims. If an additional declaration of assignment is required for the assignment of claims, AVANTEC undertakes to submit this document in due course upon request.
- 3.32 The above provisions shall also apply analogously to any warranty claims and all other claims by the Customer in connection with defects affecting products, services or actions relating to a Third-Party Provider. However, at the Customer's request, AVANTEC shall assert undisputed claims against the Third-Party Provider as part of an initial phase. This shall apply, in particular, to claims in relation to the rectification of defects. If the Provider disputes warranty claims or other claims in accordance with this Clause 3.32, the above provisions of this lit. e shall apply analogously.
- 3.33 Unless expressly stipulated in this lit. e, all claims of the Customer, in particular liability and warranty claims from AVANTEC caused by or in connection with products, services, acts or omissions of Third-Party Providers, are excluded to the extent permitted by law.

4. CUSTOMER'S DUTIES TO COOPERATE

- 4.1 The Customer shall provide AVANTEC free of charge with all the data, information, facilities and access authorisations that AVANTEC requires to provide the contractual services.
- 4.2 The Customer shall give AVANTEC the necessary instructions and monitor its activities. The Customer must inform AVANTEC immediately if it notices any discrepancies between the services provided and those agreed.
- 4.3 The Customer shall appoint a representative (project manager) who is responsible to AVANTEC for the provision of binding information, and shall authorise this representative to take all the actions necessary to implement the applicable Individual Contract (including providing sole signature during the signing of other related contracts).
- 4.4 If the Customer has scheduled infrastructural changes which may impact the services to be provided by AVANTEC under the applicable Individual Contract, it shall inform AVANTEC accordingly, giving sufficient notice, and shall ensure prior commissioning of any modifications via "requests for changes". The Customer acknowledges that infrastructural changes may result in additional costs and undertakes to cover this expenditure as part of the "request for changes" procedure.
- 4.5 The Customer shall perform regular data backups.
- 4.6 The Customer shall also support AVANTEC in other respects where this is deemed necessary for the fulfilment of services by AVANTEC under the applicable Individual Contract.
- 4.7 The Customer shall always fulfil its duties to cooperate properly, on time and in line with the required quality standards.
- 4.8 The applicable Individual Contract may stipulate additional duties to cooperate.

5. CHANGES IN PERFORMANCE

- 5.1 Any change in performance requested by a party must be agreed in writing in order to be valid. AVANTEC is under no obligation to agree to any request submitted by the Customer for a change in performance.
- 5.2 Clause 3.14 et seq. above shall apply with regard to the acceptance of work results in the event of changes in performance.

6. PRICES AND TERMS OF PAYMENT

- 6.1 The fees owed by the Customer for AVANTEC's services are set out in the relevant Individual Contract ("Fee"). In the absence of a written agreement between the parties, the applicable AVANTEC rates shall apply.

- 6.2 Expenses and travel costs are not included in the price. Travel time is considered working time. If AVANTEC incurs increased costs caused by circumstances attributable to the Customer (e.g. due to the non-fulfilment of services owed by the Customer under Clause 4 above), AVANTEC shall be entitled to bill for these expenses additionally.
- 6.3 If the Customer requires or requests services not explicitly covered by the Fees listed in the applicable Individual Contract ("**Additional Services**"), AVANTEC shall receive additional compensation for such services. The Additional Services shall be billed on an hourly basis and in accordance with AVANTEC's current price list ("**Additional Fee**"). Any deviating agreements between the parties in text form remain reserved.
- 6.4 If a fixed price has been agreed for certain services, this price shall be based on the principles known to AVANTEC at the time the contract was concluded. If there are any changes to these principles that could not have been foreseen, AVANTEC shall be entitled to charge the additional expenses reported to the Customer. The same shall apply if the originally defined type or scope of services is changed, if the services are based on incorrect information provided by the Customer, or if the Customer does not fulfil its duties to cooperate in good time. As a rule, AVANTEC shall notify the Customer in advance if it intends to charge any such Additional Fees.
- 6.5 All prices listed in the Individual Contracts are exclusive of VAT. The Customer may also have to cover these costs.
- 6.6 Unless otherwise stipulated in the applicable Individual Contract, the Fee to be paid by the Customer shall be owed as follows: a) for services such as project work, provided that a fixed price has been agreed: one-off payment in advance; b) when purchasing hardware or software: one-off payment in advance; c) for managed services or licences: for the entire agreed duration in advance in each case; and d) for all services where no fixed price has been agreed: quarterly payment at cost. The Additional Fee shall be due immediately once the corresponding Additional Services have been provided.
- 6.7 The amounts invoiced by AVANTEC must be paid by the Customer within 20 days of the invoice date. Any complaints must be submitted to AVANTEC in writing within 30 days of invoice receipt; otherwise, the corresponding invoice shall be deemed accepted by the Customer. In the event of late payments, the Customer shall be deemed in default immediately without warning. In this case, AVANTEC shall be entitled to charge the Customer default interest of 5% per annum.
- 6.8 AVANTEC may suspend the provision of services owed under the applicable Individual Contract, in whole or in part, if the Customer has not paid all Fees invoiced by AVANTEC plus any Additional Fees, costs and expenses to AVANTEC, in full and on time, and if the Customer still fails to pay, despite being reminded by AVANTEC in writing at least (30) days after receipt of the corresponding invoice. AVANTEC shall notify the Customer in advance of any such intention to suspend its services.
- 6.9 The Customer or AVANTEC shall only be entitled to withhold payments or offset them against counterclaims insofar as the counterclaims are deemed undisputed or have been legally established.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The applicable Individual Contract shall not affect existing rights of the parties to developments (e.g. computer programs) that have been made independently of the contractual service. In particular, the fulfilment of an Individual Contract does not confer any rights or licences to an intellectual property right belonging to AVANTEC. This is subject to the inclusion of a different provision in the corresponding Individual Contract.
- 7.2 All rights to the work results produced by AVANTEC within the framework of an Individual Contract shall remain with AVANTEC. However, AVANTEC shall grant the Customer a non-exclusive, irrevocable, irredeemable global licence to use the work results produced by AVANTEC within the scope of AVANTEC's services. This is subject to the inclusion of a different provision in the corresponding Individual Contract.
- 7.3 In the event that developments contain, in whole or in part, a software product from AVANTEC that requires a licence, this may only be used by the Customer on hardware products for which it has acquired a valid licence to use the relevant software products from AVANTEC.
- 7.4 The Customer shall be granted the right to use and copy for its own use all documents and results produced by AVANTEC for the Customer in the fulfilment of the Individual Contract, unless otherwise agreed in the applicable Individual Contract.
- 7.5 AVANTEC may use the Individual Contracts implemented for the Customer as a reference in its relationships with other customers. However, the Customer's sensitive data and documents shall be kept confidential.
- 7.6 The provisions contained in this Clause 7 shall remain in force even after an Individual Contract has been revoked, terminated or fulfilled.

8. CONFIDENTIALITY, DATA PROTECTION, DATA AND INFORMATION SECURITY

- 8.1 The parties shall keep confidential all information, documents and items obtained in the course of their business relationship, subject to the exercise of rights and obligations under contract or law. The parties shall take the necessary measures to ensure permanent confidentiality, including vis-à-vis their employees. This confiden-

- tiality obligation shall remain in force for an unlimited period during the term of the applicable Individual Contract and even after its termination.
- 8.2 The above confidentiality obligation shall not apply to data that is generally accessible, is demonstrably already known to the parties, has been independently developed by them or has been acquired from authorised third parties.
 - 8.3 Each party undertakes to comply with the applicable provisions of Swiss and European data protection legislation.
 - 8.4 In particular, AVANTEC shall observe the data security requirements stipulated under Swiss data protection legislation. AVANTEC shall also ensure information security in accordance with the state of the art.
 - 8.5 The Customer shall ensure that AVANTEC does not gain access to data from third parties. Accordingly, AVANTEC shall not archive, store or otherwise process any data from third-party customers. The applicable Individual Contract may contain deviating provisions.

9. WARRANTY AND LIABILITY

- 9.1 AVANTEC shall provide services in accordance with the applicable Individual Contract, deploying appropriately qualified specialist personnel and taking the necessary care. All further warranties of AVANTEC shall be excluded to the extent permitted by law, unless otherwise expressly stipulated in these GTC or in the corresponding Individual Contract.
- 9.2 The parties shall only be liable to each other in connection with the applicable Individual Contract for damage caused intentionally or by gross negligence. Any further liability for damages directly or indirectly related to the applicable Individual Contract shall be excluded to the extent permitted by law. This exclusion of liability shall apply irrespective of the legal grounds on which the damages are asserted.

10. DURATION AND TERMINATION

- 10.1 Each Individual Contract shall enter into force on the date on which it is signed, unless otherwise stipulated in the corresponding Individual Contract. Subject to Clause 10.4 below, the term shall be based on the corresponding Individual Contract. Each party reserves the right to terminate the contract in accordance with the terms and conditions set out therein.
- 10.2 Each party may initiate extraordinary termination of any Individual Contract with immediate effect for good cause. The parties are entitled to extraordinary and immediate termination of the Individual Contract in question for good cause for the following reasons in particular:
 - a) in the event of unsuccessful seizure, insolvency, debt-restructuring moratorium or bankruptcy of the other party;
 - b) in the event of repeated disregard and violation of essential provisions by the other party;
 - c) if the other party is in default over the fulfilment of a contractual obligation, and a grace period of thirty (30) days from receipt of a written warning has lapsed without rectification;
 - d) if, following a change of control or a merger, AVANTEC can no longer guarantee that the contractual service will be provided under the same conditions as before with regard to locations (Switzerland), personnel, processes, compliance and other important criteria;
 - e) in the event of force majeure, following which the provision of services is significantly impaired or rendered impossible for at least 90 days; or
 - f) if explicitly provided for by these GTC or the applicable Individual Contract.
- 10.3 In addition, AVANTEC is entitled to terminate each Individual Contract in whole or in part with immediate effect if the services owed under it can no longer be provided in whole or in part because the relevant Third-Party Provider fails to provide the services owed to AVANTEC or provides them too late, whether this is due to the bankruptcy or insolvency of the Third-Party Provider or for other demonstrable reasons.
- 10.4 Notwithstanding the above provision, Individual Contracts that are wholly or partially dependent on third parties, such as a licence agreement or maintenance contract with a Third-Party Provider, cannot be terminated by the Customer before the corresponding contract between AVANTEC and the Third-Party Provider can be terminated.
- 10.5 Termination in accordance with this Clause 10 must be submitted in writing in order to be valid.
- 10.6 If the applicable Individual Agreement is terminated or cancelled in some other way, each party shall indemnify the other party for all Fees, Additional Fees, costs and expenses incurred by the other party up to the date on which the applicable Individual Agreement was cancelled. The invoice issued by the relevant party must be paid by the other party within 30 days of the invoice date. Any licences granted under the applicable licence agreement shall lapse unless explicitly stipulated otherwise therein. The Customer is aware and acknowledges that payments already made for services from Third-Party Providers will not be refunded in cases pursuant to Clause 10.3.

11. FORCE MAJEURE

Events beyond AVANTEC's control and for which it cannot be deemed responsible, such as force majeure, war, natural disasters, strikes, lockouts, official measures or similar events, shall always release AVANTEC from its obligation to deliver or perform on time for as long as these events persist. Deadlines agreed as binding shall be extended by the duration of the disruption. If it is impossible to foresee when the disruption will end or if it lasts for longer than 90 days, each party shall be entitled to terminate the corresponding Individual Contract in accordance with Clause 10.2 above.

12. FINAL PROVISIONS

- 12.1 If the services provided by AVANTEC are subject to Swiss or international export regulations, the Customer shall be solely responsible for ensuring compliance with these regulations. This shall apply, in particular, in cases where authorisation is required.
- 12.2 Amendments and additions to an Individual Contract must be made in writing in order to be valid. The written form requirement under these GTC or Individual Contracts shall also be met by emails.
- 12.3 The parties reserve the right to record phone conversations, teleconferences, video conferences or communications via equivalent technologies and to archive them for documentation purposes. The relevant users shall be informed of any recordings in advance. Users have the right to refuse such recordings.
- 12.4 Annexes to the Individual Contracts are integral parts thereof.
- 12.5 Rights and obligations arising from Individual Contracts may only be transferred to third parties with the written consent of the other party. The same shall apply to the transfer of the entire Individual Contract or several Individual Contracts to a third party or if a third party enters into one or more Individual Contracts.
- 12.6 It is the intention of the parties to remain independent, and these GTC or Individual Contracts are not intended to result in a simple partnership or any other partnership-like relationship between the parties.
- 12.7 If one or more of the provisions contained in these GTC or the Individual Contracts should be or become invalid or ineffective, this shall not affect the remaining provisions of these GTC or the corresponding Individual Contract. If a clause proves to be void or ineffective, it shall be replaced by a clause that comes closest to the economic purpose of the invalid provision.
- 12.8 The Individual Contracts shall be subject to substantive Swiss law, excluding the conflict of laws rules and international agreements.
- 12.9 The parties shall endeavour to reach out-of-court settlements in the event of disputes, differences of opinion or claims arising from or in connection with Individual Contracts. If the parties are unable to settle out of court, the ordinary courts at AVANTEC's registered office shall have exclusive jurisdiction.