

# A. General Terms and Conditions for the Provision of IT Services

**Status: November 2025**

## § 1 Scope of Application, General Regulations

- 1.1 These General Terms and Conditions for the Provision of IT Services ("**AGB-IT-Services**") of GFOS Schweiz AG (hereinafter "**GFOS**") apply to the consulting, training, support, installation, implementation, maintenance, support and/or adaptation services offered by it for hardware and software products or other services (hereinafter "**IT-Services**").
- 1.2 These GTC IT services apply exclusively to entrepreneurs, i.e. to natural or legal persons who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity, including legal entities under public law and special funds under public law; Orders from consumers will not be accepted by GFOS. As "**Customer**" is hereinafter referred to as any company that concludes a contract with GFOS for the provision of IT services including these GTC IT services (hereinafter referred to as "**IT service contract**").
- 1.3 These T&C IT Services and the documents referenced herein are exclusive. Deviating, conflicting or supplementary GTC of the Customer shall only become part of the IT Service Contract if and to the extent that the parties have expressly agreed on their validity in writing. This consent requirement applies in any case, for example even if GFOS begins to provide services to the customer without reservation in knowledge of the customer's general terms and conditions or terms and conditions of purchase.
- 1.4 The documents referred to in these GTC IT Services, in particular the service description and/or the investment overview and/or a Service Level Agreement and/or the offer of GFOS for the execution of the specific IT Services, are integral parts of the IT Service Agreement concluded between the parties.
- 1.5 Individual agreements made between GFOS and the customer in individual cases (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTC IT services. The content of such agreements shall be governed by a written contract or the written confirmation of GFOS.
- 1.6 References to the applicability of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these GTC IT services.
- 1.7 The provisions of these GTC IT Services apply accordingly to the provision of application documentation as well as the provision of patches, updates, upgrades as well as new releases and versions of the hardware to the customer in the context of rectification or hardware support.
- 1.8 Unless expressly agreed otherwise in the contract, GFOS shall provide the IT services to the customer as a support service on the basis of a service contract, without owing any concrete performance success.
- 1.9 If and to the extent that GFOS has agreed on a specific performance success in the IT service contract for the provision of IT services, e.g. for the creation of customer-specific software and/or hardware adaptations as part of a hardware and/or software implementation, the "**Additional Terms and Conditions for IT Services under Contracts for Work and Services**".
- Unless expressly stated otherwise, references to documents refer to the version of the documents in force from time to time.

## § 2 Conclusion of Contract and Scope of Services

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| <p>2.1 All offers from GFOS are subject to change and non-binding, unless they have been marked as binding. They are merely requests to the customer to place orders. If the customer places an order on the basis of the non-binding offers, an IT service contract – even in ongoing business transactions – will only be concluded upon written order confirmation from GFOS (sufficient also by e-mail). In all other cases, the conclusion of the IT service contract takes place at the latest when the IT services are executed. If an order confirmation is made by GFOS, this is the only decisive factor for the content of the IT service contract, in particular for the scope of the IT services as well as the delivery time or other performance periods.</p> <p>2.2 The subject of the IT service contract is the IT services specified in the offer or in the service description or a separately concluded service level agreement, not a specific (economic) success. GFOS provides the IT services in accordance with the generally accepted rules of technology for the provision of services and in compliance with the agreed requirements.</p> <p>2.3 If the factual or legal situation changes after the final work product has been submitted, GFOS is not obliged to inform the customer of changes or the resulting consequences.</p> <p>2.4 Insofar as GFOS has to present results in writing in the context of the provision of services, only this written presentation is authoritative. Drafts of written representations are non-binding. Oral statements and information provided by GFOS are only binding if they are confirmed by GFOS in writing. Insofar as GFOS provides declarations and information outside the order placed, these are always non-binding.</p> <p>2.5 A warranty is only deemed to have been assumed by GFOS if GFOS has described a characteristic and/or a performance success as "legally guaranteed" in writing.</p> <p>2.6 Data provided by third parties at the request or instigation of the customer or by the customer</p> | <p>itself is the sole responsibility of the customer and will only be checked for plausibility without an express order and will not be validated by GFOS. The conclusions and recommendations to be derived from the IT services of GFOS are made to the best of our knowledge and in accordance with recognized rules of technology.</p> <p>2.7 Unless otherwise agreed in writing or in text form, GFOS may use subcontractors at its own discretion to perform the order.</p> <p>2.8 GFOS will examine any requests for changes by the customer with regard to the contractually agreed IT services and will take them into account at its own discretion, insofar as this is possible within the scope of capacities and within the framework of effort and time planning. If such changes affect the terms of the contract, the parties agree to adjust the IT service contract, in particular with regard to remuneration and performance time/deadlines. If no agreement is reached on this, GFOS shall not be obliged to provide the Client's request for changes to the agreed IT services.</p> <p>2.9 Insofar as IT services are provided on site at the customer's premises, the customer is not authorized to issue instructions to the consultants appointed by GFOS. The consultants are not integrated into the client's operations. The customer can only give instructions to the GFOS contact person designated for project coordination, not directly to the individual consultants.</p> <p>2.10 Unless explicitly agreed otherwise, the project language is German; the project documentation is also in German. If the creation or adaptation of software is owed as part of the service, any documentation of the code that may be owed can also be made "inline", i.e. comments in the code directly.</p> <p>2.11 If GFOS provides IT services beyond the scope of the contractual agreement in agreement (text form is sufficient) with the customer, the terms and conditions shall apply accordingly to the IT services provided in this respect.</p> |
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2.12 Insofar as GFOS owes maintenance or support for hardware and/or software within the scope of the IT services and no deviating provisions have been made in the IT service contract, the following shall apply:

- a) GFOS is not obliged to continuously adapt the hardware and/or software to changing legal conditions (i.e. mandatory laws, legal regulations, regulatory requirements) or due to changing requirements in the customer's sphere.
- b) The patches/updates/upgrades/releases that may be made available by GFOS as part of the maintenance or support shall be made available to the customer in the form of the object code at the reasonable discretion of GFOS (i) as a download in electronic form via the Internet or (ii) on a commercially available medium as soon as GFOS or the respective manufacturer has released them. The proper and proper installation of the patches/updates/upgrades/releases is the responsibility of the customer. For installation, the installation instructions described in the manufacturer's product description and/or application documentation, esp. the hardware and software environment that must be available at the customer's premises.

2.13 Unless expressly agreed in the service description or in the respective IT service contract, GFOS does not owe any further services, in particular no installation, setup, consulting, adaptation and/or training services. Further information on the IT services, e.g. in brochures, on websites or in the context of oral presentations, is not part of the agreed IT services, unless this information is also expressly mentioned in the service description.

### § 3 Service times, service time, delay, reaction and resolution times

3.1 Binding service dates and times must be expressly agreed in writing. A fixed transaction only exists if GFOS has expressly confirmed such a transaction in writing or if the legal requirements for a fixed transaction are met. If a binding performance date has been agreed and the customer cancels it within a period of less than three (3) working days before the agreed service date, GFOS is entitled to charge the customer a cancellation fee of 80% of the net remuneration plus any statutory sales tax for the cancelled IT services as well as to demand reimbursement of travel and accommodation costs that can no longer be cancelled. The customer is free to prove that GFOS has suffered no or less damage than the claimed cancellation fee as a result of the cancellation cancellation.

3.2 Unless otherwise agreed, GFOS is only obliged to carry out the IT services commissioned in each case during service hours (Mon-Thu. 8 a.m. to 5 p.m., Fri. 8 a.m. to 2.30 p.m., except on public holidays at the GFOS headquarters and on December 24 and 31 (hereinafter "**Service time**"). For IT services that run outside of service hours, the following surcharges will be charged:  
 Mon – Thu from 5 p.m.: 50 % surcharge  
 Fri from 2:30 p.m.: 50 % surcharge  
 Saturday: 50 % surcharge  
 Sundays and public holidays: 100 % surcharge

3.3 If there are no specific dates for the provision of GFOS IT services, but a period has been agreed, this period shall not begin until all details of the execution of the order have been clarified and all other requirements to be fulfilled by the Customer have been met, in particular agreed advance payments have been made, information required for the provision of services has been provided, etc. If the customer has requested changes after the order has been placed, a new reasonable performance period shall commence with the confirmation of the change by GFOS.

- 3.4 If GFOS is in default of performance, the customer must first set GFOS a reasonable grace period of at least 14 working days ("working days" are to be understood as Monday – Friday) for performance, unless this is unreasonable in the individual case. If this expires without success, claims for damages for breach of duty - regardless of the reason - exist only in accordance with these § 3 and § 8. In the case of physical shipping, the time at which GFOS or the supplier of GFOS hands over the work results to the carrier is decisive for compliance with delivery dates and the transfer of risk, otherwise the time when, for example, a patch, update, upgrade or release is available and this is communicated to the customer. In the absence of any other written agreement, the customer's interest in delivery shall only cease to exist in the event of a delay in delivery or performance if GFOS does not deliver essential parts or delays them. GFOS shall not be in default as long as the Customer is in default with the fulfilment of obligations towards GFOS, including those arising from other contracts.
- 3.5 Close cooperation between the customer and GFOS is necessary for the provision of services. Both sides will therefore inform themselves about all circumstances from their respective spheres that may have an impact on the provision of services by GFOS. The project and success responsibility for IT projects remains with the customer. Irrespective of this, however, GFOS is responsible for the contractual provision of the IT services owed by GFOS.
- 3.6 If binding response and/or recovery times have been agreed in the IT service contract, the following provisions shall apply in addition:
- a) Response time is the period of time within which the execution of IT services begins (e.g. with the rectification of a malfunction). The period starts with the receipt of the corresponding message by GFOS or the occurrence of an agreed event within the service hours and runs exclusively during the agreed service time. If a report is received or an agreed event occurs outside the agreed service time, the response time begins at the beginning of the next service time.
  - b) Resolution time is the period within which GFOS endeavours to finally process a fault or other work order, if necessary also by means of reasonable circumvention solutions, within the scope of GFOS' technical and operational possibilities. Solution times run exclusively during the agreed service time. In the case of solution times, such times are not taken into account that lead to delays in the provision of services despite reasonable efforts by GFOS, such as: outstanding cooperation actions by the customer, delivery times for necessary spare parts (if no stock storage has been expressly agreed) and if manufacturer bug fixes for hardware/software are necessary, the times until the corresponding provision by the manufacturer. In these above-mentioned cases, GFOS will also do its best to identify such interim measures that keep any adverse effects on the customer as low as possible.

#### § 4 Customer's Obligations to Cooperate

- 4.1 The Client shall appoint a contact person to GFOS as the central contact person in all project matters for the agreed performance period, who can make binding decisions for the Client during the execution of the contract and is available for the exchange of necessary information. Necessary decisions by the customer must be brought about immediately by the contact person and, if possible, documented jointly in writing by the parties immediately afterwards.
- 4.2 The customer supports the activities of GFOS necessary for the provision of services. This includes, in particular, the timely and

complete provision and procurement of all necessary information for the proper provision of services. The Customer shall ensure that all cooperation services required for the provision of the IT Services are provided in a timely and complete manner and free of charge for GFOS.

4.3 The Client shall ensure that employees of the Client who support GFOS in the provision of services, as well as service providers of the Client on whose cooperation GFOS is dependent, are available at the agreed times and perform all necessary acts of cooperation. The customer is responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them.

4.4 The Customer is obliged to provide GFOS with appropriate support in the provision of services and, in particular, to create all prerequisites in the area of its operating sphere that are necessary for GFOS to properly provide the IT services. Unless otherwise agreed, the Client shall, in particular:

- a) provide GFOS with all documents and other information necessary for the execution of the IT services in a timely manner;
- b) bring to the attention of GFOS all operations and circumstances that may be relevant to the performance of the IT Services; this also applies to the documents, information, processes and circumstances that only become known during the activity of GFOS;
- c) at the request of GFOS, confirm the completeness of the documents submitted and the other information as well as the information and explanations provided in a written declaration specified by GFOS;
- d) make decisions incumbent on it without delay regarding the implementation and content of IT services and notify GFOS and examine GFOS' proposals for changes without delay;

- e) provide immediate information about the legal framework arising from its sphere of responsibility, insofar as this results in specific requirements for the provision of IT services;
- f) provide GFOS with rooms and workplaces as needed as part of the provision of services and to an appropriate extent;
- g) provide GFOS employees (during the Client's normal office hours) with remote access to the Client's computers for the provision of services (remote access).
- h) Further obligations of the customer to cooperate and provide services may be regulated in the offer or a separate service description.

4.5 The customer maintains its internal systems and technical environments/equipment itself. These must comply with the minimum specifications published by GFOS and to be communicated by GFOS upon request in order to enable GFOS to provide services.

4.6 The Client shall retain its own records in accordance with applicable law and, in particular, shall manage all original receipts of the information supplied to GFOS itself.

4.7 GFOS does not provide legal, accounting or tax advice to the Client and the Client relies solely on its own advisors in respect of such advice.

4.8 Insofar as this is necessary in the context of the provision of services, the Client shall grant the consultants appointed by GFOS direct or indirect access to software and IT systems as well as a simple right of use for the use of the Client's systems and applications in accordance with the contract and intended purpose, limited in time to the term of the IT services. It is the customer's responsibility to ensure the proper operation of the necessary software and IT systems. Insofar as the Client provides GFOS with content, materials, data and information for the provision of services, it shall ensure that these are free of third-party rights

that could conflict with the provision of services by GFOS.

- 4.9 The Client shall take reasonable precautions in the event that IT services and/or work results are affected by disruptions (e.g. through data backup, fault diagnosis, regular checks). Unless an explicit written notice is provided by the customer in individual cases, the consultants appointed by GFOS can assume at any time that all data with which they may come into contact is secured.
- 4.10 The cooperation services to be provided by the customer represent a real contractual obligation towards GFOS and not just an obligation. As long as the customer's cooperation services are not provided in accordance with the contract, GFOS is fully or partially released from the obligation to perform with regard to GFOS to the extent that GFOS is dependent on the respective cooperation or provision. The corresponding performance deadlines are postponed by a reasonable period of time. GFOS is not responsible for service disruptions caused by the non-contractual provision of cooperation services by the customer. Additional expenses incurred by GFOS as a result of the non-contractual provision of the cooperation services may be invoiced by GFOS separately according to expenditure. Any further claims of GFOS remain unaffected.

#### **§ 5 Completion and completion of IT services, service disruptions**

- 5.1 Unless otherwise agreed, GFOS will notify the Customer of the completion of the IT Services. Such notification also consists of the transmission of any agreed service result, report, statement, messages via a ticket system, etc. The IT services are thus considered to have been provided and carried out.
- 5.2 The Client shall inform GFOS immediately in writing or in text form if it becomes aware that a service has not been provided by GFOS in accordance with the contract. In doing so, he must specify the non-contractual

provision of services to GFOS in as much detail as possible.

- 5.3 Insofar as GFOS is responsible for the non-contractual provision of services and the Customer has complied with its duty to provide information in accordance with § 5.2, GFOS is initially entitled and obliged to provide the affected service within a reasonable period of time without additional costs for the Customer, provided that this subsequent performance is possible and does not entail disproportionate costs for GFOS.
- 5.4 If it is not possible to make up for the non-contractual provision of services, or if GFOS rejects it due to disproportionate costs, or if substantial parts of the service are not successful for reasons for which GFOS is responsible, even within a reasonable grace period set by the customer, the customer is entitled to terminate the IT service contract without notice for good cause. In this case, GFOS shall be entitled to remuneration for the IT services provided up to the effective date of the termination. However, the entitlement to remuneration does not apply to those IT services that are of no interest to the customer as a result of the termination. Within two (2) weeks of receipt of the notice of termination, the Client shall substantiate in writing to GFOS which IT services this applies.
- 5.5 Further claims due to qualitative performance disorders are excluded. This exclusion does not apply in the event of intent or gross negligence on the part of GFOS or in the event of injury to life, limb or health.
- 5.6 Claims for non-performance expire after one year from the statutory start of the limitation period. The above limitation period does not apply in the event of disruption of performance due to intent or gross negligence on the part of GFOS or in the event of injury to life, limb or health. In these cases, the statutory limitation period applies.
- 5.7 If GFOS provides IT services in the investigation or elimination of communicated/alleged service disruptions without being obliged to



do so, GFOS shall be entitled to demand appropriate remuneration from the customer according to expenditure if the customer has at least grossly negligently misjudged the non-existence of the service disruption.

- 5.8 If the breach of performance is an infringement of the property rights of third parties, § 9 shall apply.
- 5.9 The acknowledgment of breaches of duty must always be in writing.

## § 6 Remuneration for IT Services

6.1 The remuneration for the IT services provided results from the IT service contract. Unless otherwise stipulated, the Customer shall owe remuneration according to expenditure in the form of daily rates in accordance with the GFOS investment overview generally applicable at the time of conclusion of the contract. In the case of expense remuneration, GFOS is entitled to make it due and billed at least monthly after the performance of services, even in the case of partial services. Unless an agreement has been reached on remuneration, GFOS is entitled to the remuneration customary in the industry for the IT services provided, unless certain IT services have been expressly agreed to be free of charge.

6.2 If remuneration is agreed on the basis of expenditure and nothing else is stipulated in the IT service contract, the following shall also apply:

- Set-up times, travel expenses, material costs, expenses and/or other ancillary costs are not included in the daily rates and will be invoiced additionally. Waiting times of GFOS employees for which the customer is responsible are remunerated in the same way as working hours. However, GFOS must be credited for what GFOS has saved by not providing the IT Services or has acquired or maliciously failed to acquire through other use of the IT Services.

- Daily rates cover eight (8) hours of work and are billed on an hourly basis. Any additional work per day will be billed pro rata. In the case of weekend and holiday work as well as in the case of service provision outside service hours, the agreed surcharges will be added. The travel times of GFOS employees to the Client's place of business as well as IT services provided by GFOS at other locations at the Client's request shall be charged by GFOS at the agreed daily rate for the travel time of the respective employees.

- If GFOS submits expense/time-sheets to the customer, the customer will check them immediately and, as a sign of agreement, sign them off and thus release them within fourteen (14) calendar days of receipt at the latest. If the customer does not agree with the evidence submitted, he will set out any concerns about the evidence in detail in writing within this period. The parties will then immediately try to bring about a clarification. Insofar as the Customer does not submit any objections to the evidence within the above period, the expense/hourly statements shall be deemed to have been approved if and to the extent that GFOS has referred to the fiction of approval in the certificates.

6.3 All GFOS prices are generally in CHF plus VAT to be borne by the customer in the amount prescribed by law. The VAT will be shown separately in the invoice. The prices and price surcharges will be determined according to the GFOS investment overview generally valid at the time of conclusion of the contract, unless otherwise agreed in writing.

6.4 In the event of changes in market conditions, significant changes in procurement costs, changes in VAT or price increases by subcontractors, GFOS is entitled to adjust the remuneration for IT services. However, such a price

adjustment is permissible at the earliest twelve (12) months after the conclusion of the contract and only once a year. GFOS will notify the Customer of the change in writing no later than six (6) weeks before it takes effect. In the event that Customer does not accept the price increase, both GFOS and Customer shall be entitled to terminate the IT Service Agreement in its entirety with a notice period of one (1) month to the end of the calendar month, provided that the price increase amounts to more than ten percent (10%) of the previous price. In the event of termination, the prices that have not been increased until the termination takes effect shall apply.

- 6.5 Unless otherwise agreed, GFOS is entitled to demand a deposit of 1/3 of the agreed net total remuneration at the time of conclusion of the contract plus VAT in the event of an expected execution period of more than 90 days.
- 6.6 GFOS invoices are payable without any deduction (e.g. cash discount) within 14 calendar days of the invoice date, unless otherwise agreed in writing. The date of payment is the date of receipt of money by GFOS or crediting to the account of GFOS.
- 6.7 The customer can only offset claims that have been legally established or undisputed. He is only entitled to assert rights of retention against GFOS if the counterclaim asserted is undisputed or legally established. A right of retention can only be exercised by the customer to the extent that his counterclaim is based on the same contractual relationship. The assignment of claims against GFOS is excluded. However, the above does not apply within the scope of application of the Swiss Code of Obligations.

## § 7 Rights of Use, Disclosure of Work Results

- 7.1 All contractually agreed IT services and work results of GFOS are intended exclusively for use for the purposes specified in the IT service contract and for the customer's internal business purposes only.

- 7.2 GFOS remains the owner of all work products that are or can be protected by industrial property rights or similar items of any kind (e.g. patent rights, trademark rights, utility and design rights, copyrights) and whether registered or not, and which are due to GFOS at the time of conclusion of the IT service contract or are created by GFOS (or by third parties on behalf of GFOS) after the conclusion of the IT service contract (hereinafter "**Results**"). The same applies to edits, changes and further developments of the work results.

- 7.3 Upon full payment of the agreed remuneration, GFOS grants the Customer a non-exclusive, permanent, non-transferable right to use these work results to the extent that this results result from the purpose of the IT service contract. The right of use is limited to use in Switzerland and to the country of destination in which the work results are to be used, as may have been additionally agreed between the parties.

- 7.4 The disclosure of work products (or excerpts of work results – whether in draft or final version) or information about GFOS' activities on behalf of the customer to a third party requires the written consent of GFOS, unless (i) the purpose of the IT service contract already results in the consent to the disclosure or information or (ii) the customer is obliged to pass on or provide information on the basis of a law or an official order.

- 7.5 Insofar as the work results are standard software of a third party (hereinafter "**Third-party software**"), the use of this third-party software shall be subject to the corresponding license terms of the respective software manufacturer. The customer undertakes to comply with the respective license conditions in full and at all times. GFOS' offer is either accompanied by the license terms applicable to the respective third-party software or GFOS refers to the software manufacturer's website in the offer, where the customer can view and download the license terms. For the use of third-party software, it may also be necessary for the customer to declare his consent to the validity of the license conditions of the



respective software manufacturer during the installation process. Insofar as the Customer has commissioned GFOS with the installation of the third-party software in accordance with a separate order, GFOS is authorized by the Customer to issue such a declaration of consent on behalf of the Customer and thereby obliges the Customer to comply with the license conditions vis-à-vis the software manufacturer.

- 7.6 The work results may contain components of open source software, for which separate license conditions of the respective rights holders then apply. The respective license terms of the rights holders are made available to the customer upon request and take precedence over the rights of use of these GTC IT services; this also applies to warranty and liability exclusions of the Open Source Software license terms. Open Source Software and the license terms that apply separately to it will be displayed, if necessary, in the Software and/or Product Description and/or listed in the readme.txt, notices.txt or licenses.txt attached to the version and/or otherwise made available to Customer. The source code of the Open Source Software may be available under the link provided there or on request. Insofar as the license terms of an open source software require a right to edit for the customer's own purposes and thus to reverse engineer for the purpose of troubleshooting software accessing this open source software, GFOS hereby grants this to the customer; contradictory provisions in the respective assignment agreement do not apply in this respect.
- 7.7 Unless expressly agreed otherwise, the Client may only use the IT Services in Switzerland and/or (a) third country(s) expressly agreed. Under no circumstances may the IT Services be used in or from countries where the use of the IT Services is prohibited under applicable import, export control or sanctions laws. Also, the IT Services may not be used by companies or persons with whom no business may be conducted due to the applicable import, export control or sanctions law, e.g. because they are listed on an applicable sanctions list.

## § 8 Liability

- 8.1 GFOS is liable without limitation for damages caused intentionally or through gross negligence, for damages resulting from injury to life, limb and health, as well as for damages that justify an obligation to pay compensation.
- 8.2 In the event of simple negligence, GFOS shall only be liable to the extent that it is a breach of essential contractual obligations, the fulfillment of which is essential for the proper execution of the IT service contract in the first place and on the compliance with which the customer was entitled to rely. In all other respects, liability for damage caused by slight negligence is excluded. § 8.1 remains unaffected.
- 8.3 In the event of a simple negligent breach of material contractual obligations by GFOS, the obligation to pay compensation is limited to the foreseeable damage typical for the contract. The foreseeable damage typical for the contract is the damage that GFOS foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that GFOS should have foreseen if it had exercised customary care. Indirect and consequential damages that are the result of a non-contractual provision of services are also only compensable to the extent that such damages are typically to be expected when the IT services are used as intended. § 8.1 remains unaffected.
- 8.4 GFOS' liability is limited to two hundred and fifty thousand CHF (CHF 250,000.00) per claim in the cases referred to in § 8.3. If, in the Client's opinion, the foreseeable contractual risk exceeds this maximum liability amount by more than negligible, GFOS is prepared to agree on an appropriately higher amount of liability in return for appropriate remuneration for the assumption of risk, provided that insurance cover can be agreed for this.
- 8.5 In the event of data loss or destruction, GFOS shall only be liable if GFOS has

caused the destruction intentionally, through gross negligence or due to a breach of a material contractual obligation. In the above case, GFOS' liability for the simple negligent breach of a material contractual obligation is limited to the amount of the damage that would have occurred even if the customer had properly backed up the data.

- 8.6 Even if the Customer is entitled to provide access to the respective IT service to other Group companies, the Customer remains the sole contractual partner of GFOS and claims against GFOS can be asserted solely by the Customer. The Customer shall indemnify GFOS against all claims if its other Group companies assert claims directly against GFOS in connection with the IT Services.
- 8.7 The above provisions on the limitation of liability also apply to the personal liability of the employees, representatives and bodies of GFOS.
- 8.8 Claims for damages and claims for reimbursement of futile expenses of the customer shall become statute-barred within one (1) year; with regard to the start of the limitation period, the provisions of the Code of Obligations apply. This does not apply to claims for damages and claims for reimbursement of futile expenses due to injury to life, limb or health, to claims under the Product Liability Act and to the violation of a quality guarantee. This also does not apply to claims based on an intentional or grossly negligent breach of duty by GFOS or a legal representative or vicarious agent of GFOS.
- 8.9 A reversal of the burden of proof is not associated with the above provisions.

## **§ 9 Intellectual Property Rights of Third Parties**

- 9.1 GFOS shall ensure that there are no rights of third parties that hinder, restrict or exclude the customer's use of the IT services as well as the work results created by GFOS under the IT service contract in accordance with the

contract. If a third party asserts justified claims against the Customer due to the infringement of copyrights, patents or other industrial property rights by GFOS or by the IT services and/or work products provided by GFOS and used by the Customer in accordance with the contract, and the use of the IT services and/or work results is prohibited by the Customer in whole or in part, GFOS shall be liable to the Customer within the period specified in § 8.8 as follows: if and to the extent that GFOS is at fault in this regard:

- 9.2 GFOS is only obliged to deliver the IT Services and the work results achieved free of any rights or claims of third parties that (i) hinder, restrict or exclude the contractual use of the IT Services or the work results, (ii) which are based on industrial property rights or other intellectual property rights, and (iii) which GFOS was aware of at the time of conclusion of the contract or was not aware of as a result of gross negligence, provided that: the right or claim is based on industrial property rights or other intellectual property
- a) in accordance with the law of Switzerland, provided that the customer of GFOS has its registered office or branch there; or
  - b) under the law of a third country only if GFOS has expressly agreed in writing with the customer on the use of GFOS IT services and work results in this third country.
- 9.3 If a third party asserts justified claims against the customers of GFOS for the work products subject to the contract in accordance with § 9.1 above, GFOS shall be liable to the customer within the period specified in § 8.8 as follows:
- a) GFOS shall, at its own discretion and at its own expense, (i) provide the Client with the opportunity to use the relevant work products, (ii) modify the work results in such a way that the property rights of the third party are not infringed, but the work results essentially correspond to the

agreed quality, or (iii) refund the remuneration paid for the work results, whereby the Client must pay appropriate compensation for the period, for which the results of the work could be used in accordance with the contract. In addition, GFOS shall indemnify the Client against legally established claims by third parties due to the infringement of intellectual property rights due to the contractual use of the work results as well as from the costs of legal defence caused by this within the limits of the limitation of liability agreed in § 8.

- b) The customer will provide reasonable support to GFOS in all mitigation measures. The above obligations of GFOS pursuant to § 9.3.a shall only apply to the extent that the Customer immediately notifies GFOS in writing of the assertion or threat of such claims, all out-of-court and judicial defensive measures and settlement negotiations are reserved for GFOS or are only conducted in written agreement with GFOS, the Customer immediately makes available any information requested by GFOS for the assessment of the situation or defense of the claims, and adequate support. The Customer undertakes to give GFOS and, if applicable, affected upstream suppliers of GFOS (e.g. software manufacturer from whom GFOS has obtained third-party software) the opportunity to participate in any legal dispute. The Customer shall support GFOS and, if applicable, the upstream suppliers of GFOS in all respects in the conduct of such a legal dispute. The customer must refrain from actions that could impair the legal position of GFOS or the upstream suppliers of GFOS, in particular to make acknowledgments and settlements only with the consent of GFOS. If the customer discontinues the use of the IT services or the work

results for damage mitigation or other important reasons, he is obliged to inform the third party that the cessation of use is not associated with an acknowledgement of an infringement of intellectual property rights.

- 9.4 Claims by the customer are also excluded if the infringement of intellectual property rights is caused by specifications of the customer, by an application of the IT services or work results that was not foreseeable by GFOS, by a use of the IT services or work results in an unagreed application and usage environment, or by the fact that the IT services or work results are changed by the customer or by third parties commissioned by the customer or by third parties commissioned by the customer or by the customer. products or IT services delivered, unless such infringement would have been caused even without such application, modification or use.

## **§ 10 Confidentiality, Data Protection, References**

- 10.1 The Customer undertakes to maintain the secrecy of such facts, documents and knowledge that come to its attention in the course of conducting the business relationship with GFOS and contain technical, financial, business or market-related information about the company GFOS, insofar as GFOS describes the respective information as requiring confidentiality or has a manifest interest in its secrecy (hereinafter collectively referred to as Confidential Information). The Customer will use the Confidential Information exclusively for the purpose of implementing and executing the contractual relationship with GFOS in accordance with the contract.
- 10.2 The disclosure of confidential information by the customer to third parties requires the express and prior written consent of GFOS.
- 10.3 The duty of confidentiality pursuant to § 10.1 above does not apply if the respective

confidential information can be demonstrated:

- a) is or becomes generally known without the customer's involvement, or
- b) was already known to the customer or is made known by a third party authorized to pass it on, or
- c) is developed by the customer without the involvement of GFOS and without the use of other information or knowledge obtained through the contractual contact, or
- d) must be disclosed due to mandatory legal regulations or court or official orders.

10.4 The customer is responsible for compliance with all relevant statutory data protection regulations, in particular for the lawfulness of the data transfer and data processing of personal data of its employees and other data subjects in connection with the provision of services by GFOS. GFOS will process the customer's personal data within the scope of the contractually owed service provision and in accordance with the provisions of data protection law or the provisions of the IT service contract.

10.6 The parties process personal data in compliance with the applicable provisions on data protection, in particular the Swiss Data Protection Act (FADP 2023, Art. 4-26).

10.7 Personal data of the customer will be collected, stored, processed and used by GFOS if, insofar and as long as this is necessary for the establishment, implementation or termination of the SaaS agreement with the customer (Art. 7 and 8 FADP). Further collection, storage, processing and use of the customer's personal data will only take place if this is required or permitted by law or if the customer has consented. The Client is aware that in order to carry out pre-contractual measures and fulfil the contract with the Client, it is necessary to collect, process and use the contact details of the

Client's contact persons (name, e-mail addresses, etc.) on the basis of Article 7 (1) FADP. In particular, GFOS is entitled to transmit the data to third parties if and to the extent that this is necessary for the implementation of pre-contractual measures and the fulfilment of the contract (e.g. for the provision of services, invoicing or customer service) in accordance with Art. 15 FADP or the fulfilment of a legal obligation within the meaning of Art. 8 para. 2 FADP. GFOS will also forward this data to third parties (e.g. debt collection agencies) for the purpose of enforcing claims in accordance with Art. 7 para. 1 lit. b and f FADP.

10.8 GFOS' data protection information is available at  
<https://www.gfos.com/de/datenschutz>.

10.9 Insofar as GFOS processes personal data on behalf of the customer in the context of the performance of the assignment agreement, GFOS will only process the personal data within the scope of the contractually owed service provision or other written instructions of the customer and in accordance with the data protection regulations. The details of the order processing will be determined by the parties in a separate "Agreement on the Processing of Personal Data on Order". In its scope of application, this takes precedence over the provisions of this GTC software.

10.10 GFOS is entitled to refer to the contractual relationship with the customer in an appropriate form in brochures and publications (e.g. reference lists), this includes the use of the customer's company logo. If the customer does not agree to this, he will inform GFOS accordingly in writing or in text form.

## **§ 11 Reservation of self-supply, force majeure and other obstructions**

11.1 If, for reasons for which GFOS is not responsible, GFOS does not receive the services required by the subcontractors from GFOS for the provision of the service owed by GFOS, or does not receive them

correctly or in a timely manner, despite proper and sufficient coverage prior to the conclusion of the contract with the customer, or if force majeure events occur, GFOS shall inform the customers in writing or in text form in good time. In this case, GFOS is entitled to postpone the IT Services for the duration of the hindrance or to withdraw from the IT Service Contract in whole or in part due to the part that has not yet been fulfilled, insofar as GFOS has complied with the above obligation to provide information. A case "**force majeure**" is any unforeseen, extraordinary event beyond the control of GFOS by which GFOS is unavoidably prevented in whole or in part from fulfilling its contractual obligations, and which could not have been averted or rendered harmless even by reasonable care on the part of GFOS. Force majeure in this sense is considered to be, in particular: unforeseen political events or unrest, including war, terrorist attacks, fire damage, strikes and lawful lockouts, as well as business closures through no fault of their own, unavoidable hacker and/or cyber attacks by third parties, such as DDoS attacks or ransomware attacks, natural disasters, such as floods, government orders, epidemics and pandemics, such as the Covid19 virus.

- 11.2 The Customer shall only be entitled to terminate the IT Service Contract after the fruitless expiry of a reasonable grace period due to the part that has not yet been fulfilled if it is objectively unreasonable for him to continue to adhere to the IT Service Contract and the event of force majeure. has already lasted longer than 3 months. Further claims by the customer, in particular those for damages, are excluded in this case. The customer is obliged to remunerate IT services provided up to that point in accordance with what has been agreed in this respect.

## § 12 Term and Termination, Written Form

- 12.1 If the duration of the IT Service Contract has neither been agreed nor can be inferred from the nature or purpose of the IT

Services, it may be terminated in whole or in part by either party with a notice period of three (3) months to the end of one calendar month, but no earlier than the end of a minimum contract period agreed in the IT Service Contract. A different notice period can be agreed in the IT service contract.

- 12.2 In addition, the IT service contract can be terminated in whole or in part by either party if there is an important reason - without observing a notice period - within a reasonable time of becoming aware of the reason for termination. Good cause exists if there are facts on the basis of which, taking into account all the circumstances of the individual case and weighing the interests of the other party, the terminating party can no longer be expected to continue the IT service contract ("**important reason**"). If the good cause is the violation of a contractual obligation, termination is only permissible after the unsuccessful expiry of a period set for remedial action or after an unsuccessful warning, unless a deadline is dispensable under the Code of Obligations.
- 12.3 In particular, GFOS shall be entitled to terminate for good cause (i) if Customer is more than thirty days late in payment of at least two (2) monthly invoices or one (1) invoice, or (ii) insofar as applicable import, export control or sanctions law does not permit GFOS to provide the IT Services.
- 12.4 In the event of termination for good cause, GFOS shall be entitled to remuneration for the IT services provided on the basis of the IT service contract until the termination takes effect. However, the remuneration is waived for those IT services for which the customer demonstrates that they are of no interest to him due to the termination.
- 12.5 After termination of the IT service contract, regardless of the reason
- a) any Confidential Information provided by either party to the other party under this Hosting Agreement or in connection with the terminated

- Hosting Services shall be returned at the request of the relevant party; this does not apply to correspondence between the parties or to other documents to be retained by the respective party in accordance with the statutory provisions;
- b) all unpaid remuneration and expenses are due for payment immediately.

### § 13 Final Provisions

- 13.1 The place of performance for all contractual obligations is the registered office of GFOS.
- 13.2 GFOS is entitled to transfer the rights and obligations arising from this IT Service Agreement to affiliated companies at any time.
- 13.3 All agreements, ancillary agreements, assurances, amendments and additions to the IT service contract (including these GTC IT services) as well as other declarations in connection with the IT service contract that trigger a legal consequence (e.g. setting of deadlines, withdrawal) must be in writing in order to be effective. This also applies to changes or additions to or the waiver of this written form clause. If written form is prescribed, it is also ensured by transmissions by fax, digital/electronic signatures and signatures (e.g. Docu-Sign). However, the telecommunicative transmission of the relevant declarations by e-mail is not sufficient for this purpose. The priority of an individual agreement remains unaffected.
- 13.4 The place of jurisdiction for all legal disputes between the parties arising out of or in connection with the IT service contract is, to the extent permitted by law, Zurich, Switzerland; However, GFOS is also entitled to sue the customer at its general place of jurisdiction. The above jurisdiction agreement does not apply to the extent that a different, exclusive place of jurisdiction results from the law.
- 13.5 The IT Service Agreement (including these GTC IT Services) is governed by the laws of Switzerland. The provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- 13.6 Should any provision of these GTC IT Services or the Hosting Agreement be or become void in whole or in part, or should a gap in the Hosting Agreement or its supplements become apparent, this shall not affect the validity of the remaining provisions.



## B. Additional Terms and Conditions for Contractual IT Services

**Status: November 2025**

### § 1 Scope of application

These Additional Terms and Conditions for IT Services under Contracts for Work and Services (hereinafter **referred to as "Additional Conditions"**) shall apply in addition to the above GTC IT Services if, in accordance with the IT Service Contract, GFOS owes a concrete performance result in the context of the provision of the IT Services on the basis of express contractual agreements and in this respect the law on contracts for work and services applies, e.g. in the case of customer-specific hardware and/or software adaptations as part of a hardware and/or software Software implementation. In the event of any conflict between the GTC IT Services and these Additional Terms, the Additional Terms shall prevail.

### § 2 Scope of services

- 2.1 The IT services to be provided by GFOS as well as the work results to be achieved are specified in the IT service contract. shall be determined in accordance with the agreements laid down in the Treaty
- 2.2 The customer bears the risk that the IT services agreed within the framework of the IT service contract as well as the work results to be achieved meet his requirements. In case of doubt, he must seek advice from GFOS consultants or expert third parties in good time.

### § 3 Acceptance

- 3.1 The acceptance takes place after examination of the work results to be created as part of the IT services. For this purpose, GFOS may require a written acceptance declaration and/or an acceptance protocol signed by the customer.

- 3.2 If (partial) work results are defined in an IT service contract, GFOS can provide each (partial) work product for acceptance.

- 3.3 The customer must submit (partial) work results submitted for acceptance immediately after notification of completion, but no later than ten (10) working days (hereinafter **"Acceptance period"** and either declare acceptance in writing and/or report any defects with a precise description. If the customer does not declare himself within the acceptance period or uses the work results without complaint, the (partial) work result is deemed to have been accepted. Insignificant defects do not entitle you to refuse acceptance. The productive use, commissioning or use of (partial) work results by the customer shall in any case be deemed to be acceptance of the respective (partial) work results.

- 3.4 If the customer notifies the customer of any defects found within the acceptance period, GFOS assigns them to one of the following defect classes:

**Error class 1:** The (partial) work result is affected by a defect that makes usability impossible or unreasonably impairs.

**Error class 2:** The (partial) work result is afflicted with a defect that restricts the usability more than negligibly, although there is no defect of defect class 1.

**Error class 3:** The (partial) work result is afflicted with a defect that only insignificantly restricts its usability.

- 3.5 The customer may refuse acceptance if defects of defect class 1 exist or if several defects of defect class 2 together lead to the effects of defect class 1.

3.6 GFOS shall remedy the defects complained of in accordance with § 3.3 of these Additional Terms and Conditions within a period appropriate to the category of defect and – in the event of refusal of acceptance – shall make the work product available to the Customer again for acceptance. For these and any other acceptances, §§ 3.3 to 3.5 of these Additional Terms and Conditions shall apply mutatis mutandis.

#### **§ 4 Warranty for work and services**

4.1 GFOS warrants that the work results created within the framework of the IT Services have the expressly agreed characteristics and that the granting of the rights of use agreed in § 7.3 of the GTC IT Services to the Customer does not conflict with any rights of third parties. Unless an express quality has been agreed, the warranty refers to the fact that the work results are suitable for the contractually required, otherwise usual use and have a quality that is customary for work results of this kind and that the customer can expect for work results of this kind.

4.2 The Customer shall immediately notify GFOS of any defects that occur, with a detailed description of the problem and the information useful for the elimination of the defect. In the event of proven material defects, GFOS shall provide warranty by means of supplementary performance in such a way that GFOS will, at its own discretion, provide the customer with a new, defect-free status of the work results or remedy the defect. In the event of proven defects of title, GFOS shall provide warranty by means of subsequent performance by providing the customer with a legally impeccable possibility of using the work results or, at GFOS' option, of exchanged or modified equivalent work results. The customer must adopt a new status of the work results (e.g. update of a software) if the contractual scope of functions is retained and the transfer is not unreasonable. The urgency of troubleshooting depends on the degree of operational disruption.

4.3 If the subsequent performance finally fails after the fruitless expiry of two reasonable grace periods to be set by the customer, the customer can terminate the IT service contract, declare the withdrawal or reduce the remuneration. However, in the event of insignificant errors or deviations, withdrawal from the IT service contract is excluded. GFOS will pay damages or reimbursement of futile expenses due to a defect within the limits set out in § 8 of the GTC IT Services.

4.4 The warranty period for work is one year from acceptance. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk, due to injury to life, limb or health, intentional, grossly negligent or fraudulent acts or claims under the Product Liability Act.