

XOVIS HUB General Terms & Conditions

NOTICE

THIS IS AN AGREEMENT BETWEEN YOU ("THE CUSTOMER") AND XOVIS AG, INDUSTRIESTRASSE 1, 3052 ZOLLIKOFEN, SWITZERLAND ("XOVIS"). YOU AND XOVIS EACH ARE A "PARTY" AND TOGETHER ARE REFERRED TO AS THE "PARTIES".

YOU MUST READ AND AGREE TO THESE GENERAL TERMS AND CONDITIONS ("GTC or GTCs") BEFORE YOU CAN ACCESS AND USE THE XOVIS HUB. BY ISSUING A WRITTEN SUBSCRIPTION ORDER, BY CLICKING ON THE „ACCEPT“ BUTTON OF THESE GTCs AND/OR OF THE ONLINE SUBSCRIPTION ORDER, AND/OR ACCESSING AND USING THE XOVIS HUB, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE GTCs. IF YOU DO NOT AGREE TO THESE GTCs, THEN YOU SHOULD EXIT THIS PAGE AND REFRAIN FROM ISSUING A WRITTEN OR ONLINE SUBSCRIPTION ORDER, AND/OR ACCESSING OR USING THE XOVIS HUB.

IF YOU ARE ACCEPTING THESE GTCs ON BEHALF OF ANOTHER PERSON, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE GTCs.

A) SCOPE & DEFINITIONS

1. Scope

1.1. These General Terms and Conditions ("the GTCs") govern and shall apply to customers use of the XOVIS HUB and the services offered on XOVIS HUB. The XOVIS HUB is a web-based platform designed for customers, which offers tools and features for seamless project rollout, easy access and management of Customer's system, access to support facilities, improved project planning, and constant updates on new features and product materials.

No customer standard agreements, general terms or similar documents provided by Customer shall be applicable to the usage of XOVIS HUB or other services provided by XOVIS, even if referenced to in order confirmations, purchase orders and/or similar documents.

1.2. XOVIS HUB in its basic edition is made available to Customer free of charge. It is hereby noted that access to XOVIS HUB is mandatory for all Customers who wish to use XOVIS support resources and to access XOVIS' support ticketing system.

In addition, there may now or in the future be certain services, modules, features or functionalities and/or a premium version of XOVIS HUB which will be provided to Customer against a subscription fee only.

1.3. Please note that certain XOVIS HUB services (such as the license manager) allow users to purchase or subscribe to paid services and/or additional products and

services outside of XOVIS HUB (such as software license coverage), which will result in additional cost for Customer. By authorizing Users to access XOVIS HUB and exercise their particular authorizations provided by Customer, Customer accepts that Users have the authority to purchase or subscribe to such additional products and services (including but not limited to any Paid Services), which will be governed by separate terms and agreements.

1.4. The rights and obligations of the Parties under these GTCs are governed by the following documents:

- a. these General Terms & Conditions;
- b. the Subscription Order, and the terms included therein. If Customer elects to subscribe to a Paid Service on XOVIS HUB, Customer may issue a Subscription Order for Paid Services online in the web-shop of XOVIS HUB;
- c. the then-current Service Documentation which does include the description of the services, features and functionalities made available to Customer in the XOVIS HUB;
- d. the then current Official Price List which serves as the basis for the calculation of the fees relevant to Customer's subscriptions to any Paid Services;
- e. the Terms of Use/the Acceptable Use Policy which in the future (if available) may, at XOVIS' discretion, contain terms regarding netiquette and the proper usage of the XOVIS HUB in addition to the according terms of these GTCs.

These GTCs and the documents specified in subsections c) to f) and any updates thereto as per sections 3.3 and

13 may also be published in their current and applicable version on-line on the landing-page of the XOVIS HUB or be provided to Customer by push e-mail or to other repositories Customer has access to.

All the documents mentioned above form an integral part of the GTCs and are hereby included by reference.

2. Definitions

- a. Affiliate means, with respect to an entity, any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with such entity from time to time but only for so long as such Control exists. "Control" and its grammatical variants for the purpose of this definition means, (i) a general partnership or interest in a partnership, (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors, or (iii) the power to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.
- b. Basic Services means the services, modules, features or functionalities of XOVIS HUB which are provided to Customer free of charge.
- c. Confidential Information means all information, documents, records and/or data which the disclosing Party at the time of disclosure has designated to be confidential or which, given its nature and circumstances of disclosure, ought to reasonably be considered confidential. Information is not considered Confidential Information in the event the information in question
- is approved for public release by written agreement of the discloser;
 - is already rightfully known to the recipient free of any restriction at the time it is obtained from the disclosing Party;
 - is subsequently disclosed to the recipient lawfully by a third party without imposing any restrictions whatsoever;
 - is or becomes public knowledge; or
 - is developed independently by one Party without referring to Confidential Information belonging to the other Party.
- d. Customer Data means, with the exclusion of Personal Data and Sensor Data, all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets, or servlets that Customer creates, installs, uploads to or transfers in or through XOVIS HUB or provides while using the XOVIS HUB, excluding identification and other information provided by Customer relative to Customer's Users.
- e. Customer's Subscription means the individual contract between the Parties regarding Customer's subscription to Paid Services, which consists of (i) Customer's Subscription Order logged in the XOVIS HUB web-shop and the according terms for such services in online form; and (ii) these GTCs.

f. Force Majeure means causes that, as per applicable law, are not foreseeable, beyond a Party's reasonable control and without negligence of the Party with respect to whose obligations such delay and/or failure in performance has occurred, which may include circumstances such as labour disputes from whatever cause arising, civil unrest, acts of war, riots, epidemic or pandemic, governmental orders under emergency or similar law, natural disasters such as floods, fires and earthquakes.

g. GTCs means these General Terms and Conditions regarding XOVIS HUB, which terms also include the Service Documentation and the Terms of Use/Acceptable Use Policy.

h. Official Price List means the then current list of prices for Paid Services that XOVIS does officially communicate and publish.

i. Paid Service means a specific service, module, feature or functionality of XOVIS HUB and/or a premium version of XOVIS HUB which are only available for a Subscription Fee. Customer Users can issue an online Subscription Order for any such services on XOVIS HUB:

j. Personal Data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

k. Sensor Data means (a) all data Customer's Sensors connected to XOVIS HUB feed into XOVIS HUB such as Sensor count data, behavioural and geographic flow patterns; (b) master data related to the particular sensor such as its geolocation and store position, type of venue a Sensor is installed, type of sales area and type of business the Sensor is used in).

l. Subscription Fee means the recurring fee Customer will pay to XOVIS for using Paid Services as specified in section 12.

m. Subscription Term means the total period of time Customer's Subscription to Paid Services remains effective.

n. User means an individual person which Customer or an administrator appointed by Customer authorizes to access and use XOVIS HUB.

o. XOVIS HUB means the services specified in these GTCs, which XOVIS will provide to Customer via a web-based platform.

B) XOVIS HUB SERVICES

3. Services, Features and Functionality

3.1. Customer shall be entitled to access and use the XOVIS HUB as specified herein.

During the Subscription Term and provided all relevant

fees are paid in full, Customer shall be entitled to access and use Paid Services in XOVIS HUB as specified herein.

3.2. The available services, features and functionalities of the XOVIS HUB are documented and described in the Service Documentation.

3.3. Customer hereby acknowledges and agrees that due to the constant and on-going development and enhancement of the XOVIS HUB, in order to maintain quality standards, but also in light of technical or business developments, XOVIS may at its sole discretion at any point in time change, update, expand and/or modify the XOVIS HUB and its features and functionalities, and/or discontinue the distribution or availability of certain parts, modules, editions of or the entire XOVIS HUB. Therefore, XOVIS shall, upon prior notification to Customer but at its sole discretion, be entitled to unilaterally modify these GTCs, the applicable Service Documentation and the Terms of Use/Acceptable Use Policy. In any such event Customer may under certain circumstances be entitled to terminate its Customer Subscription to Paid Services as per section 20.2b.

4. Limited Service Warranty

4.1. It is not possible for XOVIS to ensure that Customer can use XOVIS HUB at any time, without any interruptions, delays or errors, and that XOVIS HUB will meet Customer's expectations and demands. Therefore, XOVIS HUB is provided "as is" and "as available" and XOVIS does, to the maximum extent permissible by applicable law, give no warranty, assurance or guarantee whatsoever regarding the performance or availability of XOVIS HUB.

4.2. Please note that certain services and tools provided in XOVIS HUB are to serve as aids to facilitate the planning of Customer's projects. The output of the tools provided as part of XOVIS HUB to a certain degree depends on the input provided by Customer and even if XOVIS should positively validate a Customer project, other aspects and factors not considered and evaluated in XOVIS HUB service and tools may be relevant for the over-all planning of Customer's project. XOVIS can hence not warrant or guarantee that the output, results and/or recommendations generated by and derived from the planning services and tools in XOVIS HUB or a validation of such results by XOVIS will meet Customer's requirements and are sufficient basis for a thorough planning of a particular Customer project. – All such output and validations are delivered "as is" and XOVIS does not accept any warranty with regard to XOVIS HUB services and tools or for the correctness, completeness or accuracy of any of their output.

4.3. With regard to Paid Services, XOVIS warrants that during the Subscription Term such Paid Service will perform in substantial conformance with the applicable parts of the Service Documentation. Customer notes that it is technically not possible though to guarantee that the Paid Services shall be uninterrupted and/or free of errors and malfunctions.

However, XOVIS shall not be liable under this warranty, (a) if its testing and examination disclose that the alleged error or malfunction of such Paid Service does not exist or was caused by Customer's or any third person's misuse, negligence, unauthorized access to user accounts, inappropriate use of access credentials by Customer's employees or any other users Customer has authorized, of or any other cause beyond the range of the intended use and/or XOVIS's reasonable control; (b) if an alleged defect in or malfunction of the Paid Service was not primarily caused by an error, bug, defect, non-availability or failure of other software and/or hardware used in conjunction with the Paid Service, or by its interaction or use in conjunction with products, technology, software, hardware, equipment or systems not expressly identified in the Service Documentation; (c) for any defect in or malfunction or non-conformance of the Paid Service which is caused by Customer's breach of any provision of these GTCs, or use of the Paid Service contrary to the Service Documentation or other instructions issued or published by XOVIS, and/or (d) for any modification or alteration of the Paid Service by any other party than XOVIS or any of its subcontractors, agents or other authorized third parties; (e) for planned or unscheduled maintenance, and/or (f) for a suspension due to Customer's non- or partial payment as per section 21.1.

4.4. XOVIS reserves the right, to temporarily limit the availability of and the access to the XOVIS HUB in part or in whole for servicing and maintenance purposes. Whenever reasonably possible, XOVIS shall give Customer advance notice regarding planned and unscheduled maintenance windows and other circumstances that may have an impact on the availability of the XOVIS HUB as is reasonably practicable (e-mail notification and/or an alert on the landing-page of the XOVIS HUB shall suffice). XOVIS will to the extent reasonably practicable schedule planned maintenance and service interventions in a manner that minimizes the effect on Customer's normal business operations to the maximum extent reasonably possible (for instance interventions will be scheduled on week-ends).

5. Subcontractors

5.1. With regard to the fulfilment of its obligations under these GTCs and in relation to providing the XOVIS HUB, XOVIS is entitled to use subcontractors.

5.2. Customer agrees that the XOVIS HUB shall be hosted in XOVIS standard server & backup location for the relevant region (which shall be identified in the Service Description). XOVIS shall not relocate operations from the

relevant server & backup location without pre-notification of Customer.

In the event XOVIS intends to transfer the hosting of the European server and back-up location to a jurisdiction outside Switzerland, the EU and/or the EEA, the prior consent of Customer is required and shall only occur if and to the extent the specific conditions, if any, of the applicable data protection legislation have been fulfilled.

6. Other Services

Additional services which are not covered by these GTCs (such as products and services Customer can purchase or subscribe to in certain XOVIS HUB services) shall be subject to separate agreements between the Parties.

C) CUSTOMER USE RIGHTS & ACCESS

7. Customer Use Rights

7.1. XOVIS grants to the Customer a worldwide non-exclusive right to use the XOVIS HUB solely for its and its Affiliates' business purposes and as specified in the Service Documentation. Customer's use rights are non-transferable and may not be sublicensed or used for the benefit of third parties other than Customer's Affiliates.

7.2. Except as otherwise agreed, these GTCs include the entire set of use rights Customer shall have regarding the XOVIS HUB and any other usage of the XOVIS HUB is not permitted.

8. Access to XOVIS HUB

8.1. XOVIS provides to Customer one or several administration accounts for XOVIS HUB which Customer can assign to specific Users, who then can add further Users. The roles and authorization model available in XOVIS HUB is specified in the Service Documentation.

Individual Users are free to change/create a unique password and username according to the instructions displayed on the XOVIS HUB landing-page.

8.2. Customer acknowledges and agrees that the continuing administration of its users' access rights remains in the full responsibility of Customer.

8.3. Customer and its Users are required to carefully handle, protect and not disclose access credentials to unauthorized third parties.

8.4. XOVIS rejects any and all liability for damage Customer may suffer due to the misuse, disclosure or loss of any access credentials (such as user IDs, passwords).

9. Intellectual Property Rights

The Customer hereby acknowledges that software applications which are the basis for XOVIS HUB and other items related to XOVIS HUB are subject to intellectual property rights which are and shall remain in their entirety with XOVIS, its Affiliates and/or its suppliers (if and to the extent third party components are integrated). Unauthorized copying, use or modification of any portion of XOVIS HUB, or violation of the terms of these GTCs may be subject to legal prosecution.

D) CUSTOMER OBLIGATIONS

10. General Obligations

10.1. Customer will take all actions, preparations and/or precautions which can reasonably be expected from Customer in order to enable XOVIS to meet its obligations related to Customer's use of XOVIS HUB.

10.2. Customer is responsible to ensure in its sphere of influence that all technical pre-requisites, which will allow a proper use of XOVIS HUB, are met. Customer shall comply with the technical prerequisites specified in the Service Description (such as, most prominently, the supported browsers and type of devices).

10.3. As a pre-condition for the proper use of XOVIS HUB, Customer needs to ensure that its system will accept cookies submitted by XOVIS. Customer will advise its Users accordingly.

10.4. It is Customer's sole responsibility to ensure the security of its own IT facilities and systems (specifically security settings on the browsers used, installing a firewall, up-to-date anti-virus protection, regular data backups, access protection etc.).

11. Acceptable Use

11.1. Customer will ensure (a) that the XOVIS HUB is not being used by its Users for illegal purposes; (b) that none of the data entered, stored or otherwise processed by Users on behalf of Customer contains illegal or inappropriate content or any such content or data that may infringe the rights of third parties; and (c) that Users do not cause other damages to the XOVIS HUB and/or the infrastructure on which XOVIS HUB is being operated. Hence, Customer is responsible to ensure that Users will comply with these GTCs and all applicable laws and regulations.

11.2. XOVIS may add additional terms with regard to the proper use of and netiquette in XOVIS HUB if it deems so reasonably required.

11.3. Customer will not use the access to XOVIS HUB and/or any of the user accounts to modify, copy, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of XOVIS HUB, unless permitted by these GTCs or a separate agreement between the Parties.

11.4. Unless permitted by applicable law, Customer will not attempt to reverse compile or engineer, disassemble or otherwise reduce or extract to human-readable code for all or any part of XOVIS HUB or the software applications related thereto.

11.5. XOVIS shall be entitled to take all reasonable measures in order to prevent, monitor, prosecute and address any non-acceptable or potentially harmful use of XOVIS HUB, it being understood though that XOVIS does not have a general duty to monitor and assess the use of XOVIS HUB.

E) FEES

12. Fees

12.1. The Basic Services of XOVIS HUB shall be provided to Customer free of charge.

12.2. Customer shall pay to XOVIS a recurring Subscription Fee, which fee is compensation for Customer's ongoing use of Paid Services, if ordered by Customer. The basis for the calculation of the Subscription Fee is identified in XOVIS' Official Price List.

Unless specified otherwise, the Subscription Fees shall be invoiced to Customer quarterly in arrears.

13. Adjustment of Fees

13.1. Customer acknowledges and agrees that XOVIS may, at its sole discretion and at any point in time, change and alter the applicable Official Price List, which serves as the basis for the calculation of the Subscription Fees for Paid Services. Any such modification will be communicated by XOVIS at least three (3) months prior to the date such update shall become effective. As from the date the modifications become effective, the so revised Official Price List will operate as the basis for any calculation of the Subscription Fees as specified in section 12. In the event Customer is not willing to agree to price modifications based on this section 13, Customer shall be entitled to terminate its Customer Subscription as per section 20.2.

13.2. For the avoidance of doubt, no modification of the Official Price List shall become effective for Customer's Subscription before the expiry of the then-current Minimum Term, i.e. the price level established as per the date Customer's Subscription becomes effective shall be fixed for the Minimum Term.

14. Invoicing

14.1. Unless specified otherwise, all fees indicated in the Official Price List, in XOVIS HUB in any other documents are exclusive of applicable VAT and other taxes.

14.2. All fees invoiced by XOVIS shall become due for payment within thirty (30) days as from the date of receipt of the relevant invoice.

14.3. If Customer fails to pay any amount invoiced and not subject to a good faith dispute within the period of time specified above, Customer shall be considered in default without further payment reminder from XOVIS.

In any such case, XOVIS shall be entitled (a) to charge late payment interest in accordance with applicable law; (b) to suspend Customer's access to the affected Paid Service as specified in section 21.2.

Any payment reminders submitted to Customer do not extend the payment period and will be charged to Customer at CHF 20.00 per payment reminder.

F) DATA

15. General

15.1. Subject to the terms and conditions contained herein, Customer grants to XOVIS the non-exclusive, non-transferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use Customer Data solely to the extent necessary to provide the XOVIS HUB.

15.2. Customer acknowledges and agrees that Customer Data, Sensor Data and information regarding Customer is provided to XOVIS in connection with Customer's use of XOVIS HUB may be (a) processed by XOVIS and its subcontractors to the extent necessary to provide XOVIS HUB; (b) used for other purposes solely to the extent permitted as per these terms and applicable law; and (c) transferred outside of the country or any other jurisdiction where Customer and Customer's Users are located. The use of Personal Data is subject to section 16.

15.3. XOVIS is and shall be entitled to perpetually (i.e. also after Customer has ceased to use XOVIS HUB) (a) compile statistical and other information related to the performance, operation and use of the XOVIS HUB, and (b) use Sensor Data from XOVIS HUB in aggregated form to improve the XOVIS HUB, for security and operations management, to create statistical analyses, and for research and development and information purposes (clauses (a) and (b) are collectively referred to as "Service Analyses") at no charge. XOVIS may make such Service Analyses available to third parties (such as other XOVIS customers) and shall also be permitted to, at its option, monetize such

data and Service Analyses. However, Service Analyses will not incorporate Personal Data, Sensor Data or Confidential Information in a form that could serve to identify Customer, Users, or any other individual or entity. For the avoidance of doubt, XOVIS shall retain all intellectual property rights in Service Analyses and the data sets created for such Service Analyses.

15.4. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer agrees that the license to the Customer Data and XOVIS use rights specified therein shall survive termination of Customer's use of XOVIS HUB for the purpose of storing backup Customer Data in accordance with these terms and applicable law.

16. Personal Data

16.1. XOVIS respects Customer's data sovereignty and the importance of confidentiality of Customer Data, Personal Data and Sensor Data and that disclosure of such data in non-anonymized or non-aggregated form may cause damage to Customer and may violate applicable laws. XOVIS must not use any such data in individualized form, i.e., in a form which allows conclusions on the identity of Customer, Users and/or any other individuals (regarding Customer Data and Sensor Data, see section 13). Customer owns all rights, title and interest in and to all Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such data provided by Customer.

16.2. In the context of providing the XOVIS HUB, XOVIS will process or collect Personal Data entered and submitted by Customer or Users solely for the purpose of (a) providing, administrating and monitoring the XOVIS HUB (including the provision of User logs for auditing purposes); (b) statistical analyses regarding the usage of XOVIS HUB in anonymized form; (c) benchmark, information and risk management; (d) the on-going improvement of the service quality and features of the XOVIS HUB and the user experience. XOVIS may except for 15. lit. a) to use such data in an aggregated and anonymous form that does not permit any identification of Users or other individuals. In addition, XOVIS general Data Privacy Policy shall apply. Personal Data relating to the specific user accounts XOVIS or Customer create on Customer's behalf and are limited to (a) first name, surname; (b) company contact details (such as company phone number, company e-mail, office address, position etc.); and (c) specific user credentials and audit trail.

16.3. Regarding any Personal Data, Customer and XOVIS, each in their specific roles, shall comply with applicable data protection legislation.

Customer understands that its use of XOVIS HUB and compliance with any terms hereunder does per se not constitute compliance with any applicable data protection legislation. Customer understands that it has an independent duty to comply with all relevant data protection legislation that may apply to its business. Customer is inter alia responsible for any required notices, consents and/or authorizations related to Customer's provision of, and XOVIS' processing of Personal Data such as Personal Data of Users as part of the services provided on the XOVIS HUB. Unless otherwise specifically agreed between the Parties in writing, Customer Data may not include any sensitive or special data imposing specific data security or data protection obligations on XOVIS in addition to or different from those specified in Customer's Subscription.

16.4. XOVIS shall be entitled to collect statistic and system information regarding the usage of the XOVIS HUB. These data may include configuration entries (static/set by User), use of particular services, error messages and other system events and logs relating to Users usage of XOVIS HUB (which logs are generated in order to establish an adequate audit trail for Customer).

XOVIS shall only be entitled to provide such information or access thereto to third parties if and to the extent such data population has been anonymized prior to its disclosure.

17. Data Security, Storage and Deletion of Data

17.1. XOVIS shall in its sphere of influence and with reasonable efforts maintain, in accordance with applicable data protection legislation, appropriate administrative, organizational, physical and technical safeguards to ensure the protection of the security, confidentiality and integrity of Personal Data, Customer Data and Sensor Data. XOVIS does not provide or warrant archiving or storage of any such data. Customer must safeguard its own back-up of any such data Customer wishes to store and shall remain responsible for the storage, back-up and security of all data in its sphere of influence.

17.2. If Customer does issue a deletion order regarding any data stored on XOVIS HUB, such data will be deleted permanently by XOVIS, with the exception of any automatically generated backup copies, which will remain subject to the confidentiality obligations under these GTCs and/or applicable law.

17.3. without additional notice XOVIS shall be entitled to permanently delete all Customer's data stored on XOVIS HUB, within ninety (90) days from the date Customer has issued deletion order of data, or deletion of its XOVIS HUB account, or termination of HUB account by XOVIS.

17.4. Customer owns all rights, title and interest in and to all its data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such data provided by Customer and to whom Customer wishes to grant access to such data via the XOVIS HUB. Customer may request XOVIS to extract such data from its systems and provide to Customer a copy of the whole set of data in a mutually agreed format via download or on a mutually agreed media as specified in the Service Documentation or any other XOVIS terms and policies (it being noted though that such extraction must occur prior to deletion as per sections 17.2/17.3. [free of charge?])

6) TERM, TERMINATION AND SUSPENSION OF SERVICES

18. Termination of the Basic Services

18.1. Customer may elect to at any time discontinue to use the Basic Services of XOVIS HUB. If Customer wishes to permanently delete its account (and therewith all User accounts), XOVIS needs to be informed accordingly in writing.

18.2. XOVIS may terminate Customer's use of the Basic Services of XOVIS HUB in writing at any point in time by observing a minimal notice period of three (3) months.

19. Termination of Paid Services

19.1. Customer's Subscription to any Paid Services does enter into force on the date XOVIS confirms Customer's Subscription in the XOVIS HUB web-shop.

19.2. Either Party may terminate Customer's Subscription to Paid Services for convenience as per the end of any given month upon serving one (1) month prior written notice thereof to the other Party.

20. Extraordinary Termination

20.1. Notwithstanding any of the provisions of these GTCs, Customer's use of XOVIS HUB may be terminated by either Party at any time and with immediate effect by issuing a written notice to the other Party

- a. no matter if related to Basic Services or Paid Services, upon any material and persistent breach of these GTC in such manner, that the terminating Party may not reasonably be expected to continue to be bound to continue to use/to provide XOVIS HUB, provided however that the Party in breach has failed to remedy such breach within a reasonable period of time after receipt of a written notice specifying the nature of the breach. A Party may refrain from granting a reasonable period of time for remedy if and to the extent such breach from an objective point of view is not reasonably to be considered capable of remedy;
- b. for Paid Services in the event of insolvency of the other Party as well as the initiation of bankruptcy proceedings,

a moratorium on debt enforcement or similar proceedings (including rejection thereof due to lack of assets) against the other Party.

20.2. Notwithstanding any of the provisions of these GTCs, Customer shall be entitled to terminate Customer's subscription to any Paid Service by issuing a written notice to XOVIS

- a. if XOVIS has unilaterally altered or modified its Official Price List (as specified in section 13) in disfavor of the Customer;
- b. if XOVIS has specifically in relation to the affected Paid Service unilaterally altered or modified either the Service Documentation and/or the Terms of Use/Acceptable Use Policy (as specified in section 3.3) in disfavor of the Customer and in such manner, that Customer may not reasonably be expected to continue to be bound to its subscription to the relevant Paid Service.

In the cases specified above, Customer's termination shall become effective as per the date a modification of the Official Price List or a modification of either the Service Documentation and/or the Terms of Use/Acceptable Use Policy shall become effective as per XOVIS' communication.

21. Suspension of Services

21.1. XOVIS is entitled to, without incurring any liability, suspend Customer's access to XOVIS HUB and any related services

- a. in the event of Customer's continuous non-compliance with the terms of these GTCs by Customer or its Users respectively;
- b. if and to the extent the operability of XOVIS HUB as a whole or certain parts thereof is likely to be endangered or impaired by circumstances in Customer's reasonable sphere of influence; or
- c. in all events that would also entitle XOVIS to a termination for cause as per section 20.1.

21.2. XOVIS may, without incurring any liability, suspend Customer's access to Paid Services in the event of Customer's non-payment of any undisputed amount of the Subscription Fees for Paid Services.

21.3. XOVIS is entitled to temporarily suspend or disable a particular User's access to XOVIS HUB if such User fails to comply with these GTCs.

21.4. Customer is not entitled to any refund of any fees as a result of a suspension as per this section 21.

21.5. XOVIS's termination rights as per section 20.1 remain reserved even if XOVIS has already suspended access

to XOVIS HUB as per this section 21.

H) GENERAL TERMS

22. Confidentiality

22.1. Each Party shall keep Confidential Information of the disclosing Party in strict confidentiality and shall safeguard such Confidential Information from unauthorized disclosure, reproduction or use no less rigorously than the stricter of the standards that would apply to its own Confidential Information of similar nature and the standards required by applicable law and regulatory requirements.

22.2. Both Parties agree not to disclose Confidential Information to any third parties without either Party's prior written consent. However, both Parties shall be entitled to on a „need-to-know“ basis share Confidential Information with its employees, subcontractors, agents and/or other authorized third parties to the extent such entities or individuals need to know such information in connection with the use of/providing XOVIS HUB services.

22.3. Notwithstanding section 22.2, each Party may make available Confidential Information to a third party, provided such third party is subject to confidentiality obligations at least as stringent as those applicable to the Parties hereunder and for the purpose and to the extent necessary (a) for the performance of the receiving Party's rights and obligations related to XOVIS HUB; or (b) to permit a third party to perform legal, accounting or audit services for or in relation to a Party in assessing its business operations.

22.4. A Party may disclose the Confidential Information of the other Party to the extent, but only to the extent, required by law, regulation, rule, act, order, or request of any court, governmental authority or agency, self-regulatory organization or exchange, including but not limited to any subpoena, civil investigative demand, or discovery request or demand, provided such Party gives the other Party (to the extent not prohibited from doing so) prompt written notice and cooperation in seeking to limit the disclosure to the greatest extent possible, consistent with the legal obligations of the Party required to disclose the Confidential Information, and in obtaining confidential treatment for such information, if available.

22.5. Each Party shall immediately notify the other Party if it becomes aware of

- any potential disclosure, access to or use of any Confidential Information in breach of these GTCs;
- any unauthorized intrusion into systems containing Confidential Information; and
- any disclosure of any Confidential Information where

the purpose of such disclosure does not have any apparent correlation with providing or using the XOVIS HUB.

Both Parties will give reasonable assistance to the other in order to prevent such breach of confidentiality and/or limit the consequences thereof.

22.6. The confidentiality obligations specified in this section 22 will continue to apply even after Customer ceases to use XOVIS HUB.

23. Legal Warranty

23.1. XOVIS represents and warrants that it has all necessary rights and full authority to provide XOVIS HUB without violating or infringing any third-party intellectual property rights.

23.2. Should a third party claim that its intellectual property rights are infringed through the use of XOVIS HUB, XOVIS shall, at its own expense, defend or settle any suit or proceeding that is instituted against Customer and shall pay all reasonable costs awarded therein against Customer or agreed upon in settlement by XOVIS; provided that Customer (a) gives XOVIS immediate notice in writing of any such suit, proceeding or threat thereof, (b) permits XOVIS sole control to defend and/or settle such suit and (c) gives XOVIS all the information, assistance and authority reasonably required, at XOVIS's expense, to enable XOVIS to defend or settle such suit.

23.3. The above provision shall not apply to and XOVIS shall have no liability or obligation for any infringement arising from: (a) any modification, servicing or addition made to XOVIS HUB by anyone other than XOVIS or third parties authorized by XOVIS to do so, (b) any use of XOVIS HUB not in compliance with these GTCs or otherwise in a manner for which it was not designed. The above exclusions apply to the extent that the infringement would have been avoided if Customer would not have acted in any manner as specified above.

23.4. In the event that the use of XOVIS HUB becomes enjoined or, in XOVIS' reasonable opinion is likely to become, the subject of a claim that it infringes the intellectual property rights of any third party, or in the event XOVIS wishes to minimize its potential liability hereunder, XOVIS may at its sole option and expense, either: (a) procure the right for the Customer to continue using the XOVIS HUB, (b) replace or modify the XOVIS HUB or any part thereof such that it becomes non-infringing, or (c) terminate Customer's rights and obligations with respect to the allegedly infringing part of XOVIS HUB or terminate the XOVIS HUB as a whole.

24. Liability

24.1. With regard to the Basic Services of XOVIS HUB and all other services which are provided free of charge, XOVIS disclaims any liability whatsoever to the maximum extent permitted by applicable law.

24.2. Irrespective of the legal grounds for such claim, XOVIS' liability and its liability for any act or omission of its auxiliary persons for damages caused in relation to Paid Services of XOVIS HUB shall be excluded to the maximum extent permissible by applicable law. This exclusion of liability however shall not apply in the event of XOVIS' wilful misconduct and/or gross negligence.

XOVIS' liability in relation to Paid Services shall be excluded or limited to the maximum extent permissible under applicable law for

- a. any indirect or consequential, exemplary, punitive or special damages or other damages (such as loss of profit, savings not realized, foregone earning, loss or recovery of data, or any damages caused by corrupt or inadequate data, defects, viruses, poor data quality, omissions or inaccuracies in data);
- b. damages resulting from any acts or omissions of the Customer, Users or other third parties and/or Customer's, or User's in-compliance with its obligations under these GTCs;
- c. damages occurring as a result of Force Majeure or otherwise beyond XOVIS' reasonable control and sphere of influence.

25. Miscellaneous

25.1. Unless specified otherwise, neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not unreasonably be withheld or delayed).

Notwithstanding the foregoing, either Party may assign its rights or obligations hereunder in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of these GTCs and all past due fees for Paid Services are paid in full, except that Customer shall have no right to assign to a direct competitor of XOVIS.

25.2. The Parties are independent contractors. Customer's use of XOVIS HUB does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

25.3. XOVIS shall be free to at its sole discretion unilaterally and at any time amend these GTCs and/or the documents referenced in sections 1.4 and 3.3. and Custo-

mer will normally be informed of such amendments with a notice period of at least three (3) months.

25.4. At no time shall any failure or delay by either Party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

25.5. The Parties agree that as a general rule and unless specified or agreed otherwise, neither Party shall have the right to set-off any of its claims without the prior written consent of the other Party.

25.6. If any provision of these GTCs is for any reason held to be invalid, illegal or unenforceable, its remaining provisions shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that to the highest extent reasonably possible achieves the original intention of the Parties. This section shall apply accordingly if these GTCs should remain silent on an issue to be resolved.

26. Applicable Law

These GTCs and Customer's use of XOVIS HUB shall exclusively be governed and construed in accordance with the substantive laws of Switzerland, whereby (a) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) and/or (b) standard conflict of law rules are hereby excluded from application to these GTCs and Customer's Subscription.

27. Forum

The ordinary courts of the Canton of Bern shall have exclusive jurisdiction with regard to all disputes arising from or in connection with these GTCs and Customer's use of XOVIS HUB. The place of jurisdiction is Bern/Switzerland.