

GENERAL TERMS AND CONDITIONS

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1 SCOPE

1.1 GENERAL SCOPE

These General Terms and Conditions ("GTC") shall apply to all contracts for material and services ("Products"/"Services") provided by NeoLogic Software AG to its contractual partners ("customers"). These GTC shall apply equally to natural persons and legal entities who use the purchased services for business or sovereign purposes ("business customers") and to natural persons who use the purchased services for private or family consumption ("private customers") unless otherwise specified.

1.2 INFORMATION AND CONSENT

NeoLogic Software AG informs all customers about these GTC at the time of contract conclusion. In addition, these GTC can be viewed anytime on the NeoLogic Software AG website, www.neologic.ch/agb.

By accepting and using Products or Services from NeoLogic Software AG, customers acknowledge and agree to be bound by these GTC. Failure to expressly reject these GTC within 3 days of knowledge shall also be deemed consent for business customers. Without an express reservation by the customer, these GTC shall also apply retroactively to any existing contractual relationships. Any amendments to these GTC shall become binding for the customer if they do not object within 3 days of delivery or knowledge of the amended GTC. The customer bears the burden of proof for lacking consent to these GTC.

Any customer GTC shall not be valid and are expressly excluded.

2 QUOTE AND CONTRACT CONCLUSION

When it comes to contracts that have been individually negotiated, sending a quote to the customer is considered a service contract. Other documents provided during contract negotiations, such as quotations or documentation, are only legally binding if NeoLogic Software AG has provided written assurance. The contract becomes valid once both parties sign the quote. The signed quote can be delivered digitally via e-mail (for example, as a PDF with scanned signatures), which is also considered a valid signature. Unless otherwise specified in the quote, NeoLogic Software AG is bound by the quote for 30 days.

3 OBLIGATION OF THE CUSTOMER TO COOPERATE

The customer must establish the necessary organizational and technical framework to ensure the delivery of the agreed-upon services. If the customer fails to meet these obligations, does not do so correctly or on time, or defaults on acceptance or payment, NeoLogic Software AG may choose to terminate the contract and seek full indemnification after a three-day grace period or to proceed with the agreed-upon services and charge the expenses incurred due to the breach of the cooperation obligations at the agreed or standard market rates.

The customer has specific responsibilities unless otherwise agreed upon in the contract, which include:

- 1.) Overall responsibility for the successful use of the contracted products: This includes specifying the problem to be solved, selecting the products, adapting internal processes as necessary, informing NeoLogic Software AG about relevant operational processes, providing ongoing information about usage extensions, and making strategic decisions or changes to the technical or legal environment that may impact the supported IT environment.
- 2.) Contact persons and project management: The customer must designate competent and decision-making contact persons in their company and, if required, assign a project manager. They must release these persons for project tasks as needed.
- 3.) Training: The customer must train their staff on contract products and provide common user skills and superuser training if required.
- 4.) Fault and error messages: The customer must immediately inform NeoLogic Software AG when faults or errors occur, providing a description and documentation of the issues as accurately as possible.
- 5.) Data responsibility: The customer must provide the data to be processed, perform data entry, data transfer, and data recovery, and take responsibility for data integrity and compliance with data protection regulations.
- 6.) Data backup: The customer must perform and monitor data backups and ensure the safe storage of backups.
- 7.) Infrastructure: The customer must provide suitable premises for the installation of contracted products, ensure compliance with regulations regarding room temperature and cleanliness of premises where components are located, ensure power supply, grant NeoLogic Software AG employees access to their premises, provide the required number of workstations for NeoLogic Software AG employees if on-site deployment is necessary, provide sufficient service windows as needed, and secure the contractual products against accidental loss, damage, theft, and natural hazards.
- 8.) Instructions for use: The customer must comply with the instructions specified by NeoLogic Software AG or the manufacturers and carefully handle and externally clean the contracted products.
- 9.) Support for NeoLogic Software AG: The customer must assist with work at their facility as directed by NeoLogic Software AG and perform work assigned to them by NeoLogic Software AG.
- 10.) Interfaces: The customer must define and program the interfaces to be implemented.
- 11.) Customer components: The customer must procure, operate, and maintain components as required.



- 12.) Subcontractors: The customer must coordinate and ensure the provision of services by subcontractors.
- 13.) Communication: The customer must provide and ensure data communication, internet, and telephone connection, manage the interface with relevant providers, and maintain the technical equipment for remote maintenance to be installed by the customer.
- 14.) Acceptance and testing obligations: The customer must accept offered services and products, inspect delivered services and products immediately after handover, cooperate in system tests, and perform acceptance tests.
- 15.) Consumables: The customer must procure consumables such as toner, paper, and diskettes, as well as replace wear parts.

4 SCOPE OF SERVICES AND SERVICE DISRUPTIONS

4.1 SCOPE OF SERVICES AND SUPPORT

The respective service contract determines the scope of services. If agreed, the service contract includes the service level agreement (SLA) and the costs of the services.

Unless otherwise agreed in the Service Agreement, the Services included the following support services:

- ◆ Helpdesk during business hours (see section 6 below)
- ◆ Reception and validation of error reports during business hours
- ◆ Error and malfunction resolution according to agreed-upon SLA

Additional support services, if required, will be invoiced separately at an hourly rate outlined in section 7.1.

4.2 SERVICE DISRUPTION

Customers must report any functional failures, disruptions, or malfunctions to NeoLogic Software AG immediately, by phone or e-mail, providing as much detail as possible.

5 PLACE OF PERFORMANCE

Insofar as the place of performance of the contractual services neither results from the subject matter of the contract (such as, for example, in the case of maintenance of stationary IT systems) nor has been expressly agreed, all payments in kind, payments in cash, and services by and to NeoLogic Software AG shall be performed at its registered office.

6 BUSINESS HOURS

Business hours are the weekdays from Monday to Friday from 08:00 to 12:00 and from 13:00 to 18:00 CET/CEST, except national, cantonal, and municipal holidays at the registered office of NeoLogic Software AG.



7 REMUNERATION

7.1 AMOUNT OF REMUNERATION

The remuneration for all contractual services will be determined on a case-by-case basis, and all quoted prices are exclusive of any taxes or additional fees. NeoLogic Software AG reserves the right to change its prices at any time.

If NeoLogic Software AG has provided a service without determining the payment beforehand, the average market price for end customers will be considered the agreed price for services in kind. The average market price NeoLogic Software AG charges to other customers will be presumed to be the price.

For services provided during NeoLogic Software AG's business hours (as defined in section 6 above), the following hourly rates (excluding taxes) will be considered the agreed price unless otherwise agreed upon:

- ◆ **Senior Software Developer and Senior System Administrator:** CHF 210.00 / hr.
- ◆ **Software Developer and System Administrator:** CHF 180.00 / hr.
- ◆ **UX Designer:** CHF 165.00 / hr.
- ◆ **Junior System Administrator:** CHF 156.00 / hr.

For services that are provided **outside of business hours in the** interest of the customer, in particular, due to time urgency or as a result of the desired time window, a **surcharge of 50% of the respective hourly rate (excl. VAT)** per working hour is owed in addition to these **hourly rates**.

Services are billed in quarter-hour increments and rounded up (i.e., each fractioned quarter-hour is billed at 25% of the applicable hourly rate).

The services provided shall be invoiced monthly unless another mode of payment is provided for in the individual contract.

7.2 VALUE-ADDED TAX

Unless otherwise agreed, the value-added tax is not included in the agreed remuneration payable to NeoLogic Software AG and will be invoiced additionally for services subject to value-added tax.

7.3 EXPENSES AND INCIDENTAL COSTS

Expenses and unexpected costs shall be invoiced to the customer according to actual expenditure. Expenses and incidental costs necessary for the fulfillment of the contractually agreed service (e.g., transport costs) may be charged to the customer in addition to the agreed fee for the main service unless otherwise agreed.

Travel to and from the location determined by the customer will be invoiced at the hourly rate applicable to the respective service plus VAT. For compensation for travel time, NeoLogic Software AG may set a flat rate instead of the usual conditions, which covers both the time spent and expenses.



7.4 TERMS OF PAYMENT AND DELAY IN PAYMENT

Unless otherwise agreed, NeoLogic Software AG is entitled to make the performance of the agreed services dependent on the customer's full or partial advance payment without the customer being entitled to deduct a discount from the agreed remuneration.

The customer shall pay the amounts invoiced to him within 30 days from the invoice date. If the customer does not object within this payment period, this shall be deemed an agreement with the invoicing. After the expiration of this payment period, NeoLogic Software AG may charge interest on arrears at a rate of 5% per annum.

If the customer defaults on payment of a claim, all claims existing in favor of NeoLogic Software AG shall be due immediately. In addition, the retention of title (sec. 13.7 below) and the right to immediate termination of the contract (sec. 19.3 below) extend to all contractual relationships between NeoLogic Software AG and the defaulting customer.

In addition, NeoLogic Software AG may, after setting a grace period, at its discretion, either

- 1.) adhere to the contract, sue for the outstanding claim plus damages for delay, and refuse further performance until proper payment is made, or
- 2.) adhere to the contract, sue for payment of the outstanding debt plus damages for delay, and permanently discontinue further performance of the service, or
- 3.) withdraw from the contract, demand the return of all products delivered, and charge the contractually agreed remuneration in total as compensation for the services already provided.

In cases 2. and 3., NeoLogic Software AG may additionally claim liquidated damages for the loss of future services amounting to 50% of the contract value of the products not yet delivered then and the services still need to be rendered. NeoLogic Software AG reserves the right to claim further damages upon appropriate proof.

In addition, the customer may incur costs for the deactivation and the reactivation of the services.

8 SUBCONTRACTORS AND CONTRACTORS

NeoLogic Software AG is entitled to engage subcontractors and sub-subcontractors to fulfill its contractual obligations to the customer. In doing so, it is presumed that the use of subcontractors and sub-subcontractors is in the customer's interest (for liability, see section 17 below).

9 CREATION OF WEBSITES, ONLINE STORES, ONLINE ADVERTISING, NEWSLETTERS, AND OTHER GRAPHIC PRODUCTS

9.1 CONTRACT CONTENT

Websites, online stores, online advertising, electronic and printed newsletters, and all other graphic products ("Product(s)") will be created according to the customer's wishes within the agreed scope of services. Unless the customer has given express instructions, NeoLogic Software AG is entitled, without prior notice, to design these products at its discretion in the customer's interest.

NeoLogic Software AG is entitled to place a reference to its company and its authorship and a link to its websites on websites, online stores, online advertising, newsletters, and other graphic products they created.



9.2 INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed otherwise, NeoLogic Software AG shall remain the owner of all intellectual property rights that have arisen or been acquired for the customer. Therefore, the customer can only use these products within the existing contractual agreement (license agreement) framework. In addition, the prior written consent of NeoLogic Software AG is required for any use not provided for or agreed upon in advance.

9.3 DELIVERY AND ACCEPTANCE

Immediately after the created product is delivered, the customer shall carefully and comprehensively check whether it meets his requirements. Before reproducing graphics, the customer shall make a test print in the appropriate size ratios.

The product is considered approved by the customer if the defective product characteristics are not objected to in writing or by e-mail within seven days after delivery.

If the product does not meet the contractually agreed characteristics or if instructions from the customer have not been complied with, NeoLogic Software AG shall carry out a rectification free of charge, provided that the product has yet to be approved. Insofar as such rectification is possible, the customer has neither a claim to a reduction of the agreed price nor reimbursement of the costs of any substitute performance by a third party.

9.4 LAWFUL USE

The customer undertakes to use the products only lawfully, not to infringe any intellectual property or personal rights of third parties, and not to send any unfair mass advertising. In the event of unlawful use by the customer of products manufactured by NeoLogic Software AG, the former shall be entitled to terminate the contract immediately against total compensation.

10 PROGRAMMING, PRODUCTION OF NEW AND MODIFICATION OF EXISTING SOFTWARE

For programming and the production and modification of software for the customer, section 9 shall apply mutatis mutandis. Since these services are not standardized products, NeoLogic Software AG is liable only for the careful development activity but not for success. Programs provided to the customer for use and their data carriers may not be duplicated, sold to third parties, or used within the customer by more persons than agreed and intended initially without the consent of NeoLogic Software AG.

11 HOSTING, WEBSITE, AND SERVER OPERATION

NeoLogic Software AG may use the IT infrastructure of third-party companies to fulfill these services. Insofar as NeoLogic Software AG refers to cooperation with this third-party company when concluding the contract, the terms and conditions of business and use of the respective third-party company shall be binding for the customer. For example, suppose NeoLogic Software AG has used the services of a third-party provider in agreement with the customer. In that case, the contract with NeoLogic Software AG may not be terminated by the customer before the expiration of the notice period applicable to the services of this third-party provider.

As a breach of contract is based on a breach of duty by the disclosed third-party company, NeoLogic Software AG shall only be liable for the careful selection and instruction of the corresponding third-party company but not for its breaches of duty. To the extent that the



customer is not entitled to a direct claim against the faulty third-party company, NeoLogic Software AG assigns its corresponding claims for damages to the customer.

NeoLogic Software AG cannot be held responsible for the functioning of the internet, the network, and other factors beyond its control. Therefore, the agreed fee remains due even if the website or server cannot be operated at all or cannot be operated properly in the meantime due to a malfunction beyond the control of NeoLogic Software AG.

In all other respects, hosting, website, and server operation shall be subject to the provisions regarding service work, and other services (section 9 above shall apply mutatis mutandis).

12 SERVICE WORK AND OTHER SERVICES

12.1 ON-CALL SERVICE / RESPONSE TIME

NeoLogic Software AG will endeavor to complete requests for service work and all other services ("Service Work") as quickly as possible. However, unless expressly agreed, NeoLogic Software AG is not obligated to complete Service Works or to comply with a specific response time. In particular, such an obligation cannot be derived from completing previous service work.

Suppose NeoLogic Software AG expressly assures the customer of a maximum response period. In that case, it is obligated to provide the customer with an employee who will endeavor to carefully and professionally correct the problem during regular office hours from the time the agreed response period expires. The actual elimination of an identified and treated problem cannot be guaranteed.

12.2 CUSTOMER'S RIGHT TO RECTIFY DEFECTS

If, in the customer's opinion, the service work performed is defective, the customer must notify NeoLogic Software AG of this in writing or by e-mail within seven days of the performance of the work in question. Otherwise, these defects shall be deemed approved. In the event of timely and justified notification, NeoLogic Software AG shall remedy or correct defectively performed service work free of charge. Suppose the service work is corrected within a reasonable period. In that case, the customer is not entitled to a price reduction or replacement of the service work by a third party at the expense of NeoLogic Software AG or to compensation for damages.

13 SALES OF HARDWARE, SOFTWARE, AND OTHER ITEMS FOR SALE

13.1 CONCLUSION OF CONTRACT, PRODUCT INFORMATION, AND AVAILABILITY

The contract comes into effect with the confirmation of the customer's order by NeoLogic Software AG. Product information published by NeoLogic Software AG is a binding part of the contract if it is included in an individual quote but not if it is included in a general announcement (advertising brochure, online store, general customer letter, etc.).

The customer acknowledges that ordered sales items are generally not in NeoLogic Software AG's inventory when the contract is concluded but are procured from a third-party supplier on the occasion of the order. Consequently, NeoLogic Software AG cannot influence the future availability of products not in its warehouse when the contract is concluded. Until the third-party supplier delivers the ordered products, the contract is subject to the resolutive condition that NeoLogic Software AG can obtain the ordered product from the third-party supplier at the previous conditions.



13.2 REMUNERATION

The price agreed for the sale of hardware does not include costs and effort to install necessary software and drivers. Likewise, the price approved for the software sale does not include the cost and effort of installing it.

13.3 INSTRUCTIONS AND OPERATING MANUALS

User manuals and other written instructions are provided to the customer in paper form to the extent that NeoLogic Software AG's suppliers have provided such instructions. Therefore, the customer agrees to consult the instructions accessible online in case of the absence, incompleteness, or inconsistency of corresponding written documentation.

Personal instructions for using, modifying, and maintaining delivered sales items are not included in the agreed price and will be carried out on request against separate remuneration.

13.4 CANCELLATION / EXCHANGE / RETURN

There is no general right to exchange and return.

The customer is entitled to an exchange or a return if defects in the purchased item are within the scope of the applicable warranty provisions (see section 14 below). In the event of a defective product, the customer may instruct NeoLogic Software AG to undertake the return to the manufacturer and the formalities for the product replacement. The associated costs may be charged to the customer.

The customer is not entitled to exchange or return goods for other reasons or to cancel an order after it has been placed without the express consent of NeoLogic Software AG.

13.5 DELIVERY

NeoLogic Software AG will deliver products in stock at the time of the order within ten days after receipt. Products not in stock will be delivered to the customer at the latest within ten days after delivery by the third-party supplier. However, the maximum duration of the delivery period of the third-party supplier is not guaranteed.

Suppose the customer does not accept the ordered products within 20 days after the first request for collection or the first unsuccessful delivery attempt. In that case, NeoLogic Software AG can withdraw from the contract without setting a further grace period and to demand compensation for the damage incurred. However, instead of claiming actual damages, NeoLogic Software AG is entitled to charge the customer 20% of the purchase price as a lump-sum compensation for handling.

13.6 LICENSE FEES

The customer undertakes to pay the license fees (one-time and recurring license fees) specified in the individual contract. License fees are merely compensation for granting the right of use and do not entitle the customer to use further services such as maintenance and support. NeoLogic Software AG may invoice one-time license fees after the conclusion of the contract. Recurring license fees are due for payment in advance for each calendar year unless otherwise agreed.

13.7 RETENTION OF TITLE

Until full payment of all claims owed by the customer, all delivered products remain the property of NeoLogic Software AG.



13.8 SOFTWARE / LICENSE AGREEMENT

The purchase of third-party software does not constitute a license agreement between NeoLogic Software AG and the customer. The content and scope of the customer's right to use the intellectual property rights of the manufacturer or author of the software are governed exclusively by the latter's license terms. The customer alone is responsible for compliance with the license agreement obligations to the manufacturer or author of the software. NeoLogic Software AG assumes no responsibility for the customer's unlawful use and redistribution of the software.

By purchasing or renting the software, the customer agrees to the software manufacturer's license terms, in particular, to comply with the Microsoft Services Provider Use Rights (SPUR) in the case of products purchased via the Microsoft Services Provider License Agreement (SPLA), with the Microsoft Cloud Agreement (validity according to Microsoft) and the Microsoft Customer Agreement in the case of licenses from the Microsoft Cloud Platform System. The customer authorizes NeoLogic Software AG to accept the relevant license terms on the customer's behalf.

14 WARRANTY RIGHTS OF THE CUSTOMER IN PURCHASE AND VALUE CONTRACTS

14.1 APPLICABILITY OF THE MANUFACTURER'S WARRANTY AND EXCLUSION OF THE STATUTORY WARRANTY PROVISIONS

The following provisions exhaustively regulate the customer's rights in case of any defect in physical objects of the contract and replace the warranty provisions pursuant to Art. 197 et seq. and Art. 365 et seq. OR. Accordingly, the statutory warranty provisions are excluded, namely the customer's right to rescission and reduction and liability for consequential damages.

The customer's warranty and guarantee rights are governed by the respective warranty provisions of the manufacturer of the purchased product ("manufacturer's warranty"). The customer agrees to the manufacturer's warranty by placing an order.

14.2 HARDWARE

In the absence of manufacturer's warranty provisions, or if such provisions are unclear, incomplete, or inapplicable, NeoLogic Software AG shall, at its discretion, either repair free of charge or offer an equivalent replacement for any material defects in the hardware reported in due time vis-à-vis business customers within one year and vis-à-vis private customers within two years from the date of delivery ("warranty period"). Repair and replacement of defective hardware shall not result in any interruption or extension of the Warranty Period. The warranty period shall be three months for hardware for which the customer knows that third parties have already used it before the sale (second-hand products). The usual wear and tear, which may become apparent, particularly in rechargeable batteries, other batteries, lamps, and the like, even before the expiry of this one-year warranty period, shall not be deemed a material defect.

The customer shall, in any case, observe the complaint period according to section 14.4. In the absence of any warranty provisions to the contrary, during the performance of the repair work and the procurement period for replacement devices and components ("waiting period"), the customer shall have no claim to a replacement device or compensation for the costs of hardware failure incurred as a result of this waiting period. NeoLogic Software AG shall carry out independent repairs within 30 days. No responsibility can be assumed for the waiting time for repairs and delivery of replacement hardware by third parties.



14.3 SOFTWARE

NeoLogic Software AG cannot influence the software quality produced by third parties. Any liability for software produced by third parties is therefore excluded. NeoLogic Software AG never assures the customer that the software is compatible with the customer's new or existing hardware. NeoLogic Software AG assigns the customer any warranty rights against the third-party manufacturer or distributor.

14.4 COMPLAINT PERIOD

Defects discovered by the purchasing customer, for which NeoLogic Software AG is liable under warranty, must be reported in writing or by e-mail within seven days of discovery of the defect. Otherwise, such defects shall be deemed approved and all warranty and guarantee rights shall be deemed forfeited.

15 EXCLUSION OF WARRANTY IN THE EVENT OF SELF-INFLICTED DAMAGE

Unauthorized rectification by the customer or by third parties is excluded. For example, suppose the customer mishandles hardware or software products, modifies or repairs them himself, or has such actions performed by third parties not authorized by NeoLogic Software AG. In that case, he shall lose all warranty and liability claims. In addition, NeoLogic Software AG may charge the customer for any additional expenses incurred due to such actions at the applicable terms and conditions.

16 OTHER SERVICES

Suppose NeoLogic Software AG provides services that do not fall under one or more categories outlined in sections 9-13 of these GTC. In that case, those clauses of these provisions shall apply which are closest to the facts are to be regulated due to the similarity of the points held therein.

17 LIABILITY FOR BREACH OF CONTRACT TOWARD THE CUSTOMER

NeoLogic Software AG fulfills all contractual obligations conscientiously and by recognized performance standards. It shall be liable for direct damage to the contractual objects (products) that it causes to its customers through the performance of its contractual services due to a breach of the duty of care. NeoLogic Software AG shall be liable for all other damage, namely damage to the customer's property and third parties, loss of profit by the customer, and further consequential damage caused by a defect, only in the event of gross negligence and intent.

Assuming subcontractors and/or sub-subcontractors are commissioned. In this case, NeoLogic Software AG shall only be liable in the event of gross negligence or intent in the selection and commissioning of the third parties engaged. Furthermore, it is assumed that the customer's interests justify the involvement of subcontractors and sub-subcontractors.

18 CONFIDENTIALITY, DATA PROTECTION, AND FAIRNESS

18.1 PRIVACY

All contracting parties shall comply with the provisions of data protection law in processing and storing all data of the other contracting parties.



18.2 CONFIDENTIALITY

All contracting parties undertake to require their employees and any auxiliary persons, subcontractors, and contractors called in to maintain the confidentiality of all documents and information which are not generally known and which relate to the business sphere of the contracting party and which become accessible to them in the course of fulfilling their contractual obligations.

Without any agreement to the contrary, NeoLogic Software AG shall be entitled, while maintaining any trade secrets, to disclose or publish to third parties the services provided to the customer and the existence of a corresponding contractual relationship to provide references.

19 CONTRACT DURATION AND TERMINATION

19.1 CONTRACT DURATION

The individual agreement shall govern the contractual term of continuing obligations. Without any other agreement, all continuing obligations of indefinite duration may be terminated at the end of a month, subject to three months' notice.

19.2 LOSS AND DAMAGE OF THE SUBJECT MATTER OF THE CONTRACT BEFORE DELIVERY

If the subject matter of the contract is lost or damaged before delivery to the customer without gross negligence or intent on the part of NeoLogic Software AG, NeoLogic Software AG shall nevertheless be entitled to reimbursement of its expenses by the customer. In the event of a loss of value of less than half, the customer shall pay the additional expense caused by the damage in addition to the contractually agreed fee. In the event of a loss in value of at least half of the value of the end product, the customer shall have the right to choose whether to bear the additional costs and insist on proper performance of the contract or to withdraw from the contract in return for compensation for the expenses incurred.

19.3 PREMATURE TERMINATION OF THE CONTRACT FOR GOOD CAUSE

For a good cause, continuing obligations may be terminated ex nunc and non-recurring obligations ex tunc with immediate effect without observing a notice period. Good reason justifying immediate termination of the contract exists in particular:

- a) If the contract could not be fulfilled or only be fulfilled at considerable additional expense without the fault of the terminating contracting party (section 19.2 remains reserved).
- b) If the contract cannot be fulfilled or cannot be fulfilled on the terms essentially agreed upon due to the behavior of a third-party company.
- c) If the other party has defaulted on debt payments for at least 15 days.
- d) If the customer has violated its obligations to cooperate or is in default of payment and the three-day grace period set by NeoLogic Software AG according to section 3 has expired without being used.
- e) If the other contracting party infringes the intellectual property or personal rights of third parties through or using the subject matter of the contract.
- f) If the subject matter of the contract serves unfair or other unlawful conduct of the customer.
- g) In case of (other) serious breach of contractual obligations by the other party.



The customer may only invoke termination or withdrawal according to lit. a) and lit. b) if the agreed service has yet to be provided by NeoLogic Software AG more than 45 days after the order confirmation. Suppose the contract is terminated for reasons according to lit. c), d), e), f), or g), the other party shall compensate the terminating party for the damage resulting from the lapse of the contract and shall place it in the same position as if the contract had been fulfilled for a further three months. In the case of a one-off obligation, it shall be presumed that the entire agreement would have been performed within these three months.

20 POST-CONTRACTUAL NON-COMPETITION CLAUSE

The customer is not entitled to enter into a contractual relationship directly with an employee, subcontractor, or sub-subcontractor for NeoLogic Software AG for 12 months after the latter's contractual activities are terminated. In the event of infringement, 30% of the remuneration paid or promised by the customer to the employee, subcontractor, or sub-subcontractor, which has been agreed or paid for the latter's services during these 24 months, shall be paid to NeoLogic Software AG as a contractual penalty. NeoLogic Software AG reserves the right to claim more significant actual damages.

21 MISCELLANEOUS

21.1 CHANGES AND ADDITIONS

Agreements deviating from the GTC must be in writing to be effective. Supplementary agreements are also permissible in another form.

21.2 INEFFECTIVE AND UNENFORCEABLE PROVISIONS

Should individual provisions agreed in these GTC be invalid or unenforceable in whole or part, this shall not affect the validity of the remaining agreed provisions. In such a case, the GTC shall be interpreted or adapted so that the objectives intended by the parties with this contract can be implemented, as legally permissible, as would have been the case if the invalid or unenforceable provision could have been applied. The same shall apply to wholly or partially invalid or unenforceable clauses of an oral or written contract to which these GTC are applicable, according to section 1 thereof.

21.3 NO WAIVER

If a party fails to assert rights or exercises leniency towards the other party, it shall not result in any restriction of its rights for the omitting or lenient party. Failure to claim a breach of contract shall not be deemed a waiver concerning the rights contained in the contract nor a declaration to waive the assertion of further contract violations. A waiver relating to any provision of this agreement shall be valid only if made in writing by the declaring party.

21.4 ASSIGNMENT AND OFFSETTING

The rights of the parties under this agreement may be assigned only with the prior written consent of the other party.

The offsetting of mutual claims of the contracting parties is excluded.



21.5 JURISDICTION AND APPLICABLE LAW

Choice of law

These GTC and individual contractual agreements subject to these GTC shall be governed exclusively by Swiss law. Accordingly, the applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is expressly excluded.

Responsibility

The courts at the registered office of NeoLogic Software AG shall have exclusive jurisdiction over all disputes arising within the scope of application of these GTC and individual contractual agreements subject to these GTC or in connection in addition to that (namely concerning the validity, conclusion, binding nature, interpretation, performance or non-performance).

NeoLogic Software AG reserves the right to sue the customer at his registered office or residence or the business of performance of the characteristic service.