



General Terms of Business of MOUNT10 AG

1 Subject matter

These General Terms of Business (GTB) govern the general aspects of rendering services in the area of information and communication technology of MOUNT10 AG, Suurstofli 20, 6343 Rotkreuz, Switzerland, Company ID no. CHE-113.700.136 (hereinafter 'MOUNT10') to the Customer within the scope of one or more contracts.

These GTB apply as an integral component of all contracts of MOUNT10, even if they are not mentioned separately each time. Any general terms of business of the Customer are deemed waived and will apply only if MOUNT10 expressly accepts them in writing.

2 Services

2.1 Services of MOUNT10

2.1.1 Rendering of services

MOUNT10 renders services of all types in the area of information technology as well as specific services in accordance with the specific contracts with the Customer ('individual contract', configurator). This means that performance under a contract for work and services is owed only if this is expressly set forth as such in the individual contract. To meet its obligations, MOUNT10 may use auxiliary personnel, third parties (particularly subcontractors) or employees of those third parties. If MOUNT10 has expressly undertaken to serve the Customer as a general contractor, it is liable for its subcontractors in the same way as for itself. Otherwise, MOUNT10 shall be liable for the selection, instruction and monitoring of the third parties that it uses.

2.1.2 Operating equipment

Unless agreed otherwise, MOUNT10 shall be responsible for the planning, the procurement, the operation, the protection, the maintenance, the servicing, the monitoring, the renewal and upgrading, and any other use of the operating equipment required for rendering its services. This also applies for the hardware and software used, except for the operating equipment (hardware and software) that the Customer must supply in accordance with individual contracts.

2.2 Obligations of the Customer

2.2.1 Remuneration and expenses

The Customer shall pay MOUNT10 the remuneration specified in the individual contracts for the services that MOUNT10 renders. The amounts do not include VAT or any other fees. The remuneration is due in accordance with the agreed payment plan. If there is no such plan, one-off and recurring remuneration must be paid monthly in advance. MOUNT10 shall invoice the Customer for the remuneration. The Customer shall pay those invoices within 30 days from the invoice date (due date) with no option for set-off or reduction. After the payment deadline expires, the Customer will be in arrears with no further reminder being necessary. Late-payment interest of 5% p.a. will be charged. If the Customer is in arrears with a payment, MOUNT10 may make the rendering of additional services contingent on the complete payment of unpaid invoices and the provision of additional securities. Services that are demanded by the Customer but the prices of which have not been specifically agreed will be billed at the respective valid standard rates of MOUNT10, plus expenses.

If MOUNT10 reduces the prices for services and products, it may adjust granted discounts accordingly at the same time. The Customer shall waive any assertion of rights of retention towards MOUNT10.

2.2.2 Obligations to cooperate and provide support

The Customer shall ensure that all necessary cooperation obligations are met promptly, to the required extent, and at no charge for MOUNT10, and shall actively support MOUNT10. The obligations to cooperate are material obligations of the Customer. If the Customer fails to meet those obligations properly or at all, the Customer shall be liable for the consequences (e.g. delays or additional expenses). The Customer is not entitled to carry out or arrange purchases or payments on behalf of or for the account of MOUNT10 or otherwise represent MOUNT10.

2.3 Obligations to provide information

Each party shall notify the other about developments, incidents and findings that might be significant for the other party in connection with the fulfilment of the individual contracts or for the contractual relationship as a whole, unless this would oppose any statutory or contractual non-disclosure obligations.

3 Ownership, proprietary and usage rights

3.1 Ownership of items

Unless agreed otherwise in writing, neither the individual contracts nor these GTB provide for transfer of ownership.

3.2 Proprietary and usage rights

MOUNT10 shall grant the Customer the non-transferable, non-exclusive right to use the services agreed in the individual contracts during the period of the agreement. The content and scope of this right are revealed in the individual contracts. If products of third parties that are recognisable for the Customer are part of the services of MOUNT10, the Customer also acknowledges the usage and licensing terms of those third parties for those products and

shall grant those third parties the right to assert the corresponding usage and licensing rights directly against the Customer. All rights to intellectual property which exists or is created during the performance of the contract (copyright, patent rights, expertise, etc.) in connection with services of MOUNT10 shall remain vested in MOUNT10. MOUNT10 is unrestricted in the further exploitation and other use of this intellectual property and is under no corresponding obligation to the Customer. If the parties have created intellectual property together, they shall grant each other the permanent right to use and exploit these rights independently of each other in any manner with no territorial restrictions, provided that the corresponding non-disclosure obligations are met. In cases of doubt, the property shall belong to MOUNT10. In the case of software, the Customer is not entitled to the source code and shall only acquire a licence to use the software, not ownership.

4 Delays

Unless agreed otherwise in writing, MOUNT10's performance obligations are not transactions that have to be performed by a fixed date. Deadlines are deemed met as soon as MOUNT10 renders the service. If MOUNT10 is late meeting its performance obligations, the Customer shall grant MOUNT10 a reasonable grace period twice in writing. If MOUNT10 fails to meet its performance obligations even after the second grace period expires, the Customer may withdraw from the individual contract in question. The Customer shall reimburse MOUNT10 for services (or parts thereof) that have already been rendered in accordance with the contract and can be used by the Customer. Withdrawal from a contract will not affect these services, which will continue to be subject to the provisions of the contract. In the event of withdrawal from the contract, the provisions of Section 8 must still be observed. In the event of a default of acceptance on the Customer's part, MOUNT10 may invoice the Customer for all costs that it incurs as a result thereof.

5 Warranty

5.1 Warranty in general

MOUNT10 shall render its services in a professional and careful manner.

5.2 Warranty for operation and maintenance services

MOUNT10 guarantees that the service levels agreed as part of the individual contracts will be complied with.

These contractual guarantees do not apply to incidents or circumstances for which the causes lie within the Customer's sphere of influence, for which the Customer shares responsibility, or which are fully or partially attributable to the Customer's culpability (e.g. manipulations of the software or Customer software, installation of agreed software adaptations, disruptions initiated from the Customer's network) and in the event of force majeure. Force majeure includes but is not limited to: war, riots, currency and trade restrictions, official acts, compliance with laws or official orders, epidemics or pandemics, natural disasters or extreme natural events, explosion, fire, destruction of equipment, long-term downtime of means of transportation, telecommunication, information systems or energy, general labour unrest such as boycotts, strikes and lockouts, and the occupation of factories and buildings. Any additional warranty is excluded. MOUNT10 is not responsible for any operating equipment provided by the Customer. MOUNT10 shall measure the compliance with the agreed service levels and provide the Customer with a corresponding report. This will be deemed correct until proven otherwise. The Customer may demand to inspect the measurement results and records that relate to the Customer.

5.3 Acceptance, approval and notification of defects

The Customer shall accept all of MOUNT10's services immediately after they are rendered and check them for defects. All defects must be reported in writing by the Customer immediately after being discovered.

MOUNT10 will remedy any discovered defects within a reasonable period. The Customer shall grant MOUNT10 at least two approval tests per service. The services are automatically deemed approved if the Customer has not expressly rejected them in writing (together with specific details of the defect) within 30 days after they have been rendered. Services will be deemed approved as soon as the Customer uses them or arranges for them to be used in operations or commercially.

5.4 Warranty for third-party products

MOUNT10 will only provide a warranty for third-party products (such as hardware and software) and defend those products to the extent that the third party is liable towards MOUNT10. MOUNT10 will make reasonable efforts to negotiate the best possible terms with the third party for itself and for the Customer.

5.5 Warranty of title

MOUNT10 warrants that it has all the rights it needs to render its services in accordance with the contract. If a third party attempts to prevent the



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contractual use of the services rendered by MOUNT10 on the basis of allegedly better rights, the Customer shall notify MOUNT10 thereof in writing within five days. Assuming that this notice is given promptly and the Customer ensures it will make all reasonable efforts to support MOUNT10 at any time, MOUNT10 shall take on the defence of the Customer against such third-party claims. If necessary, MOUNT10 shall alter its services (including software) in such a way that it does not breach any third-party rights when meeting all the Customer's essential requirements, or it shall at its own expense procure a licence from the third party for the Customer. If neither of these succeeds, but third-party claims are identified via court judgement, MOUNT10 shall provide compensation for each incident of direct damage or loss that the Customer suffers due to the asserted third-party claims (within the scope of the liability limitation under Section 6). On the other hand, MOUNT10 excludes any legal warranty for claims enforced in court in the territory of the United States of America, or for claims founded on the use of software or services in or from the territory of the United States of America.

5.6 Warranty of the Customer

The Customer shall indemnify MOUNT10 in the event of legal claims of third parties or authorities that are attributable to data, content or the operating equipment provided by the Customer (particularly software licences) and shall ensure and pay for adequate defence against such claims. If MOUNT10 begins to have justified doubts about the lawfulness of a planned or actual use of the services rendered by MOUNT10, including the systems it operates or provides, MOUNT10 may suspend the service in question, without being required to pay compensation, or take other suitable measures, even if this opposes MOUNT10's performance obligation under the individual contracts. MOUNT10 shall notify the Customer thereof without undue delay.

6 Liability

MOUNT10 excludes any liability for itself and for third parties to the extent permitted by law. Liability is replaced by insurance, which will pay for damage and loss caused by MOUNT10 up to the amount of CHF 5 million. MOUNT10 shall forward to the Customer the benefits that the insurance policy pays out for the damage or loss suffered by the Customer.

7 Contract period; amendments

7.1 Term and termination

The contracts will take effect when both parties have accepted them. Unless agreed otherwise, each party may terminate open-ended contracts in writing by providing at least three months' notice to the end of any service year. If a framework contract is terminated, the individual contracts with fixed or minimum terms that were entered into under that framework contract will remain in effect until the end of their respective contract period or minimum contract period; the provisions of the framework contract in question will remain applicable to that extent. All other individual contracts entered into under the terminated framework contract will automatically be deemed terminated when the framework contract ends. The right to termination for cause remains reserved at all times.

7.2 Contractual amendments

MOUNT10 may at any time amend the terms for its services under individual contracts in response to changes to operating and business conditions, if and to the extent that these amendments correspond to a legitimate interest (e.g. new standards or regulatory requirements, new technologies, supplier changes, changes to the hardware and software, new or altered services of the Customer, changes to licensing models, inflation) and the Customer could reasonably be expected to accept the ensuing changes, including but not limited to price increases. MOUNT10 shall notify the Customer in writing each time a contract is amended. If the amendments entail objective material changes, the Customer has a right to terminate the affected contracts for cause; this right must be asserted by providing at least 6 months' notice within 30 days after the date of the notification of the amendment. Adjusting the prices in line with inflation is not deemed an objective material change.

8 Consequences of termination

If the subject matter of the contract requires that the parties cooperate when the contract ends, the parties shall work together for the purpose of a proper business transfer, irrespective of the reasons for which the contract ended. Services that are not included in or that go beyond the individual contracts will be offered at MOUNT10's hourly rates that apply to the specific case.

8.1 Returning and vacating the premises

On the termination date for the contract in question, the premises must be taken back or returned and vacated and MOUNT10 must return the keys.

8.2 Handover of data records

If MOUNT10 is in possession of data records of the Customer, it must hand these over to the Customer. The Customer shall confirm the receipt of the complete data records in writing. MOUNT10 must store data records free of charge for 30 days after the respective contract ends.

9 Data privacy; non-disclosure

9.1 Data protection

Each party shall comply with the provisions of the Swiss Federal Data Protection Act [Eidgenössisches Datenschutzgesetz, DSG] and shall subject their employees, other auxiliary personnel and assigned third parties to the same obligation. This also includes taking the necessary technical and organisational security measures. The Customer shall ensure that its employees and third parties who use its services and systems comply with the relevant provisions. The Customer is responsible for the data subjects being informed about the processing of the data concerning them and for obtaining the necessary consent (including the authorisation to delegate the data processing to MOUNT10 if necessary). When handling data, MOUNT10 shall comply with applicable legislation. MOUNT10 shall collect, store and process only the data that is required to render the services, to develop and maintain the customer relationship (specifically, to guarantee a high level of service quality), for the security of the operations and infrastructure, and for invoicing.

9.2 Confidentiality

Each party is obliged to treat as strictly confidential (and to obligate its employees, other auxiliary personnel and assigned third parties to treat as strictly confidential) all information that is not generally known which that party obtains from the other party or about the other party's customers and business relationships in connection with the rendering of its services within the scope of the contracts or in connection with the contractual relationship between the parties, and, furthermore, shall not make that information available to third parties, either in full or in part, nor publish it, unless the other party expressly permits this, it is necessary based on a court order or statutory obligation, or the contracts allow MOUNT10 to do so. MOUNT10 may, however, use the Customer's names and identifying marks (logos, company name, etc.) and MOUNT10's agreed services for reference purposes. Any further advertising or publications about project-specific services shall require the other party's consent.

9.3 Non-solicitation clause

During the contract period and for one year thereafter, no employees or auxiliary personnel of the other party who were directly involved in concluding or performing the individual contracts shall be solicited by either of the parties or otherwise incited to give up their employment relationship.

10 Additional provisions

The contracts (including these GTB) replace all the parties' previous arrangements, correspondence, statements, negotiations and agreements concerning the subject matter of the respective contracts, unless those contracts explicitly refer to them.

Any changes and amendments to the respective contracts must be made in writing, unless the parties have agreed in writing that another method may be used. This is additionally subject to the provisions in Section 7.2. The Customer may only offset claims with MOUNT10's written consent.

Each party shall not assign or delegate any of its rights or obligations arising from the respective contracts, except with the other party's written consent. However, MOUNT10 may assign or transfer any of its rights or obligations to another company in the MOUNT10 Group at any time, with discharging effect.

The parties agree that they do not wish to enter into a simple partnership (Art. 530 et seq. of the Swiss Code of Obligations [Obligationenrecht, OR]) by means of a framework contract or individual contracts.

If parts of a contract (including these GTB) are found to be invalid or ineffective, this shall not affect the validity of the remaining provisions or the continued existence of the respective contract and other contracts. If an invalid or ineffective provision is found, the parties shall replace it with a provision that most closely corresponds to their commercial objective.

The contractual relationship between the parties, including a framework contract and all individual contracts, is subject **exclusively to Swiss law**; any conflict of law rules shall not apply. The parties acknowledge that the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply.

Zug is expressly defined as the **place of jurisdiction** for all disputes arising from or in connection with the contractual relationship between the parties, a framework contract and all individual contracts. However, MOUNT10 may also take legal action against the Customer at the place where the Customer has its registered office or domicile.