

A. General Terms

1. Scope and Validity

- 1.1. These General Terms and Conditions (GTC) regulate the conclusion, content, and liquidation of contracts between any client (hereinafter the "Client") and EcoLogic AG (hereinafter "EcoLogic AG" or the "Contractor") for the procurement and maintenance of hardware and software and the performance of other information technology services.
- 1.2. The GTC are an integral component of all offerings and contracts between the Client and EcoLogic AG. Ancillary restraints, amendments, or supplements to the GTC will not be valid unless they are in writing.
- 1.3. The GTC will take effect when the Parties explicitly or implicitly accept them.
- 1.4. The general terms and conditions of the contracts of participating service providers are an integral part of these GTC.
- 1.5. If discrepancies should exist between the German version and any existing translations, the provision in the German version will be considered exclusively valid.

2. Payment Terms

- 2.1. EcoLogic AG invoices for services arising from any contractual relationship are to be paid net within 10 days of invoicing without discount.
- 2.2. At its own discretion, EcoLogic AG will be authorized to demand advance payment or other sureties at any time.
- 2.3. Payment may not be withheld on the basis of any claim.
- 2.4. Offsetting of counterclaims will require advance written agreement of the Parties to the Contract.

3. Delayed Payment

- 3.1. Non-compliance with time limits for payment will trigger a default without need of explicit notice. EcoLogic AG will thereby have claim to 5% interest on default per annum and to all collection, attorney, and court costs as well as other verifiable damages.
- 3.2. Moreover, EcoLogic AG reserves the right to charge reminder fees amounting to CHF 100 per reminder.
- 3.3. If the Client should be in default on payment, EcoLogic AG will be authorized to cease maintenance and support work until all outstanding debts have been paid. Maintenance services that are not performed due to a default on payment will be considered to have been rendered and will be billed.

4. Subcontracting of Orders

- 4.1. With advance notice to the Client, EcoLogic AG will be authorized to utilize subcontractors to fulfill its obligations at any time.

5. Rights to the Outcome of Work

- 5.1. The Client will have the right to use the delivered outcome of work in accordance with the applicable terms of the manufacturer.
- 5.2. When performing similar services for other clients, the Contractor will have the right to use information processing ideas, concepts, and procedures that it has acquired in the process of executing services alone or together with the Client's staff.
- 5.3. All products of work performed by EcoLogic AG employees and the associated property rights, particularly copyright and all industrial property rights, will be assigned comprehensively (i.e., with respect to present and future utilization authority) and completely to EcoLogic AG.

6. Confidentiality

- 6.1. The Parties to the Contract will treat all facts that are neither obvious nor publicly known as confidential.
- 6.2. In case of doubt, facts are to be treated as confidential and consultation will be required of both Parties.
- 6.3. This confidentiality requirement is in effect even prior to the conclusion of the Contract and will remain in effect after the contractual relationship has been terminated.
- 6.4. The Contractor is aware that Client information that will become accessible to the Contractor in the course of performing contractually agreed services may be subject to Swiss national or cantonal data protection laws. The Contractor will therefore take the lawfully prescribed organizational steps to ensure the data are protected and see to it that employees and auxiliary personnel who have access to such data are instructed as to the data protection obligations.

7. Warranty

- 7.1. If the Contractor should violate its contractually adopted obligations, the Client may initially only demand a remedy that is free of charge. EcoLogic AG will eliminate the deficiency within a reasonable period of time and will bear the resulting additional expenses up to the amount of the agreed remuneration for the services concerned.
- 7.2. If EcoLogic AG has not or has not effectively undertaken the required remedy, the Client may have appropriate steps taken by a qualified third party company after a one-time written warning. Half of the associated costs up to the amount of the agreed remuneration for the services concerned will be borne by EcoLogic AG and half by the Client.
- 7.3. Rights arising from deficient service will become time-barred one year after execution of the service. Deficiencies are to be reported immediately upon discovery. In the event of fraudulently concealed deficiencies, rights arising from deficient service may be asserted for up to ten years after execution.

8. Employment Waiver

- 8.1. Neither Party to the Contract will employ or in any way directly utilize the services of employees of the other Party to the Contract during the term of the Contract or within two years following the termination of the Contract.
- 8.2. Suspension of this employment waiver will require a written agreement.
- 8.3. The employment waiver provision of this Agreement also applies to trainee employees and employees with time-limited employment contracts.
- 8.4. If this provision should be violated, the violating Party will owe compensation in the amount of one year of the net salary of the employee concerned with a minimum of CHF 100,000 and the right to additional compensation for further evident damages will be reserved.

B. Procurement of Hardware and Software

9. Conclusion of Contracts

- 9.1. Unless otherwise noted, offers from EcoLogic AG are non-binding and subject to alteration.
- 9.2. Contracts are concluded by signing a separate contract or by the acceptance of an offer.
- 9.3. If subsequent order or Contract amendments should yield additional expenses for EcoLogic AG, the Client will bear said costs in accordance with the EcoLogic AG estimates that are valid at the time that the Contract was concluded.

10. Delivery

- 10.1. Specified delivery times and dates will be non-binding for EcoLogic AG.
- 10.2. Non-delivery or delayed delivery by a contractual partner of EcoLogic AG and events caused for force majeure will authorize EcoLogic AG to extend the delivery period and/or rescind the delivery obligation without giving rise to claims to compensation for damages.
- 10.3. Shipment of products by EcoLogic AG will be at the Client's expense and risk. Damages must be reported to the transporter upon receipt of products.
- 10.4. Complaints concerning the execution and amount of delivery must be asserted to EcoLogic AG in writing within 5 days following receipt of products or else the delivery will be regarded as approved.

11. Payment Terms

- 11.1. Until the purchase price has been paid in full, products will remain the property of EcoLogic AG and may not be resold, pledged, or collateralized.
- 11.2. EcoLogic AG reserves the right to have its products entered in the title retention register of the buyer's place of residence or company headquarters.
- 11.3. All prices are understood as net, exclusive of VAT, without discount, and in Swiss francs.
- 11.4. EcoLogic AG will make delivery at fixed prices. Remuneration will exclusively include material and licensing costs for hardware and software.
- 11.5. This remuneration specifically will not cover installation costs, the cost of initial instruction, or out-of-pocket expense, packaging, transport, or unloading costs.

12. Warranty and Guarantee

- 12.1. The period and conditions of the guarantee for the products delivered by EcoLogic AG will be determined by the terms defined in the manufacturer's warranty. The guarantee will comprise the necessary parts without labor time. Any additional claims asserted against EcoLogic AG, particularly for compensation for damages or withdrawal from the Contract, are hereby ruled out. The guarantee therefore does not include damages due to disregard of operating instructions or damages that are not caused by EcoLogic AG.
- 12.2. EcoLogic AG completely excludes any additional warranty other than the guarantee outlined above.

C. Software Engineering

13. Scope of Maintenance and Upkeep

- 13.1. Software upkeep will include on-call service, maintenance/updating of documentation systems, provision of resources for error analysis and development (infrastructure, manpower), and maintenance and updating of software archiving and versioning systems. This upkeep will be regulated in the development contract or in a separate maintenance agreement and will be compensated by the remuneration regulated therein.
- 13.2. Additional services that are not explicitly agreed upon in writing will be considered ancillary. Such services will be invoiced according to expenditure based on EcoLogic AG's then-current rates.

14. Warranty

- 14.1. For six months starting from the installation of a software version, EcoLogic AG will assume responsibility for repairing development errors for which it is verifiably responsible. Warranty claims will expire as soon as the Client or a third party makes alterations or repairs errors in the system.
- 14.2. A program error will only be covered by the warranty if said error can be documented and reproduced.

15. Liability

- 15.1. EcoLogic AG rejects any liability for the software that is developed. It particularly will not be liable for consequential damages due to development errors, interruptions, outages, etc. that arise in

- connection with the execution and application of the developed software.
- 16. Rights to the Outcome of Work**
- 16.1. The Client may use the software developed by EcoLogic AG without restriction. However, the Client may not share the software with or make the software available to third parties without the consent of EcoLogic AG.
- D. Project Work, Maintenance, and Repair**
- 17. Area of Applicability**
- 17.1. The provisions identified under this heading will regulate all services performed as labor, particularly:
- 17.1.a. The conclusion of EcoCare maintenance contracts (hereinafter "SLA").
- 17.1.b. EcoLogic help desk support services.
- 17.1.c. Additional IT services and project work such as installations, support, migrations, configurations, consulting, etc.
- 18. Conclusion of Contracts**
- 18.1. Time and labor offers will always be non-binding estimates. Unless explicitly designated as a lump sum, the time and labor that are actually necessary will be settled based on reporting.
- 18.2. In connection with queries directed at the EcoLogic help desk, orders can be accepted verbally without any offer. On that basis, EcoLogic AG can assume that the employee who places the order is authorized to do so and that the order can therefore be implemented and charged.
- 19. Maintenance and Repair**
- 19.1. Hardware maintenance refers to the parts that EcoLogic AG indicates in separate SLA contracts or in offers. It comprises servicing of said parts (preventive maintenance) for the purpose of preserving operability.
- 19.2. If the Client should expand the defined system during the term of the SLA, EcoLogic AG will be authorized to charge for the associated additional expenses from the date of commissioning.
- 19.3. Repair (elimination of malfunctions and errors for the purpose of restoring operability) will include remedial maintenance and replacement of defective parts, integration of technical improvements, and user support. It will always be billed as hired labor on an hourly basis.
- 20. Standby, Response, and Troubleshooting Time**
- 20.1. During the standby period, EcoLogic AG will accept malfunction reports and perform the services it has agreed to in the SLA.
- 20.2. The standby period will be office hours from Monday through Friday from 8:00 AM until 6:00 PM not including customary holidays at the Zürich office.
- 20.3. The standby period can only be extended by written agreement within the framework of an SLA.
- 20.4. EcoLogic AG will begin repairs as quickly as possible, no later than within the time period agreed in the SLA. Response time is the time between receipt by EcoLogic AG of the Client's malfunction report and competent intervention via remote or on-site servicing, provided that these are within the standby period.
- 20.5. Naturally, a maximum malfunction elimination time cannot be guaranteed.
- 20.6. EcoLogic AG will not be obligated to perform services beyond those agreed in the SLA.
- 21. Documentation, Record, and Report**
- 21.1. To the extent necessary, EcoLogic AG will ensure that the work that it performs within the framework of the associated order is tracked in the system documentation and billed.
- 21.2. EcoLogic AG will keep a maintenance and upkeep log to the extent provided in the SLA and will make said log available to the Client upon request. It will include the information essential for the business.
- 21.3. If the order is billed according to expenditure, the Client will receive a report. This report will include the date, nature, and length of the operation. It will be submitted to the Client after the work has been completed but no later than upon submission of the invoice and it will be considered approved if the Client has not objected to it in writing within the agreed term of payment.
- 22. Remuneration/Terms of Payment**
- 22.1. EcoLogic AG will perform its services at the rates, for the amounts, and under the conditions specified in the price list or the SLA agreement that is current at the time of the operation.
- 22.2. Changes in these conditions will take effect no earlier than three months after written notice is given. In the event that fees should be increased by more than 5%, the Client will acquire the right to termination for cause as of the date the increase takes effect.
- 22.3. Unless billed as a lump sum, the maintenance and repair effort will be billed regardless of success and offer based solely on the actual effort expended.
- 22.4. Verifiable out-of-pocket and additional expenses on the part of EcoLogic AG will be billed additionally. Taxes and fees that are collected upon concluding or fulfilling this Contract or their increase will be borne by the Client.
- 22.5. The smallest chargeable unit will be 0.25h.
- 23. Client's Obligation to Cooperate**
- 23.1. At any time, EcoLogic AG may proceed on the assumption that the Client is taking the organizational and technical steps necessary to successfully fulfill the contract. In particular, this includes:
- 23.1.a. Granting access to the defined IT system and to documentation.
- 23.1.b. Ensuring that the responsible person named by the Client can be reached.
- 23.1.c. Provision of the space necessary according to EcoLogic AG's specifications.
- 23.1.d. To the extent that it is relevant to the provision of service in accordance with the Contract, providing EcoLogic AG with information about particular technical conditions as well as legal, administrative, and other provisions at the point of destination in a timely manner.
- 23.1.e. The Client will make a company-wide maintenance window available to EcoLogic AG for regular infrastructure maintenance work on a day to be determined and any time it is technically indicated and the Client will inform its employees about said window.
- 23.2. If the Client should fail to fulfill its obligation to cooperate for reasons attributable to the Client, EcoLogic AG will be authorized to invoice the Client for the ensuing additional expenses according to expenditure.
- 23.3. The Client itself is exclusively responsible for backing up its own data and software. Data must be backed up by the Client prior to all work. EcoLogic AG hereby rejects any liability for lost data.
- 23.4. If the backup is performed by EcoLogic AG employees, the Client will verify the completeness and quality.
- 24. Warranty**
- 24.1. EcoLogic AG will perform the services due with adequately trained personnel and with the diligence that is customary in its company.
- 24.2. The Contractor cannot guarantee that the IT system to be serviced can utilize other information systems and programs continuously, without interruption, and error-free in all combinations desired by the Client or with all data nor that malfunctions and infiltration of viruses into the IT system can be eliminated or completely prevented by the proposed measures.
- 25. Liability for Damages**
- 25.1. EcoLogic AG will be liable exclusively for damages that arise from the contractual relationship and that were caused by it or by a third party contracted by it and only to the extent that said damages were verifiably caused by gross negligence or intent, whereas any liability for slight negligence is excluded.
- 25.2. In all cases, liability for any kind of indirect damage, such as lost profit or similar, is hereby ruled out.
- 25.3. EcoLogic AG will be liable for a maximum amount equivalent to the remuneration paid by the Client for IT system maintenance in the 6 months prior to the onset of the damage but not more than CHF 100,000. Liability for personal and property damage is excluded from this limitation. Furthermore, any liability within the framework of what is lawfully permissible is hereby ruled out.
- 25.4. EcoLogic AG does not accept any further obligations, particularly no replacement costs, compensation for damages, costs for determining the causes of damage, expertise, consequential damages (for example functional interruptions, data loss, etc.), or third party claims to compensation.
- 25.5. Guarantee obligations will only be incurred if the Client informs EcoLogic AG of the damage promptly.
- E. Concluding Provisions**
- 26. Assignment, Transfer, and Pledging**
- 26.1. Neither the rights and obligations arising from the contractual relationship nor the Contract as a whole may not be assigned, transferred, or pledged to a third party in whole or in part without the prior written consent of the contractual partner. This consent may not be denied without cause.
- 27. Partial Nullity**
- 27.1. If individual terms of portions of these GTC or an agreement upon which these GTC are based should prove to be null or invalid, the validity of the other provisions will not be thereby affected. In such a case, EcoLogic AG will adjust the corresponding terms such that the intended objective of the null or invalid portion is achieved to the greatest extent possible.
- 28. Applicable Law, Legal Venue**
- 28.1. Legal relations between EcoLogic AG and its clients are subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980. Services will be performed in accordance with the contract law provisions of Art. 394 et seq. of the Swiss Code of Obligations.
- 28.2. The exclusive legal venue will be the EcoLogic AG headquarters in Zürich.