General Terms and Conditions for Services of Adnovum AG

1 Scope of application and validity

1.1 These General Terms and Conditions (GTCs) govern the conclusion, content and performance of the contractual relationships between Adnovum AG (**«Adnovum»**) and the recipient of Adnovum's services (**«Customer»**), hereinafter jointly referred to as the **«Contracting Parties»**.

1.2 These GTCs govern in particular, but not exclusively, Adnovum's services such as consulting, project work, services for the development, modification, implementation and operation of software, software licensing, acquisition, maintenance and servicing of hardware and software, software as a service (SaaS), support, outsourcing, online services and communication services (**«Services»**).

2 Offer and conclusion of contract

2.1 A contractual relationship between Adnovum and the Customer (**«Contract»**) is established by (i) communication of a binding offer by Adnovum to the Customer and the Customer's corresponding consent in writing or by e-mail (**«Order»**); (ii) a direct order request by the Customer and subsequent offer/order confirmation by Adnovum; or (iii) implied acceptance by the Customer of services, which are usually only provided against payment.

2.2 If the Customer's order differs from Adnovum's offer, this shall only be binding for Adnovum in cases where Adnovum then explicitly confirms these deviations in writing.

2.3 By concluding the Contract, the Customer accepts the then current version of Adnovum's GTCs.

2.4 Adnovum shall remain committed to the offer until the end of the period specified therein. If the offer does not specify a commitment period, it shall be binding for 30 (thirty) days after the date of issue.

2.5 Any deviating general terms and conditions of business and/or delivery of the Customer are hereby excluded. Amendments and/or additions to these GTCs require explicit inclusion in the Contract (offer or subsequent contractual documents) in order to be valid. Unless otherwise agreed, the adjustments only apply to the respective Contract.

3 Contract hierarchy

3.1 These GTCs are an integral part of every Adnovum offer. In the event of contradictions or deviations between the GTCs and the offer, the offer shall take precedence.

4 Services, performance dates

4.1 The type, scope and characteristics of the Services shall be regulated in the offer, in any requirements document, or by reference to special detailed further documentation. If the offer or order confirmation does not include any special requirements document, the Contract will be executed in accordance with the details contained in the specifications of Adnovum or the manufacturer in cases where Adnovum acts as reseller.

4.2 Adnovum works mainly in a cloud environment (e.g., Microsoft 365). The Customer explicitly agrees that the Services may be provided in such an environment and that this complies with generally accepted business practices. Adnovum procures the services of carefully vetted cloud providers for this purpose. Any agreements to the contrary must be explicitly included in the Contract with the Customer. Adnovum reserves the right to check whether the project might be feasible without a cloud solution. Any additional costs of a non-cloud-based solution shall be borne by the Customer.

4.3 Any performance dates and delivery periods stated in the offer are stipulated as non-binding planning guidelines, subject to any explicit agreements to the contrary. The Customer shall have neither the right to withdraw from the Contract nor the right to claim damages for exceeding the specified performance dates and delivery periods. Partial and advance delivery of Services are permitted.

4.4 If Adnovum has expressly assumed responsibility for providing remedy support, it shall be available for this service as follows: Monday to Friday, from 8 am to 5 pm (CET).

4.5 The public holidays at the respective Adnovum location of the employees providing the Services apply.

5 Changes to the Services

5.1 Changes to the scope of the Services and to the Contract shall require the explicit consent of both Contracting Parties in order to be valid and shall be set down in writing in an addendum to the Contract.

The Customer submits such change enquiries in writing (**«Change Request»**). Adnovum shall prepare a suitably adapted offer within a reasonable period of time (minimum 20 working days). If Adnovum is unable to implement the proposed Change Request, it shall notify the Customer of this immediately.

5.2 The adjusted offer must be accepted or rejected by the Customer within a maximum of 10 (ten) days. During this period, Adnovum

shall continue to provide the Services in accordance with the original agreement. Unless otherwise agreed, the additional costs of the Change Request shall be charged on a time and material basis.

6 Term and termination

6.1 Unless stipulated otherwise in the Contract, either Contracting Party may terminate the Contract by giving three months' written notice to the end of any month.

6.2 For Contracts that are limited in time, ordinary termination is generally excluded until expiry of the contract term. The extraordinary reasons for termination for cause pursuant to clause 6.3 remain reserved.

6.3 Each Contracting Party may terminate the Contract for cause at any time and without notice, irrespective of its term (e.g., initiated bankruptcy proceedings against a Contracting Party or a moratorium on debt enforcement). Repeated non-payment over a period of 90 (ninety) days also enables extraordinary termination of the Contract.

7 Remuneration

7.1 Unless otherwise agreed, the Customer shall remunerate Adnovum for its Services on the basis of actual time and material. Any travel, catering and accommodation expenses shall be invoiced and evidenced separately.

7.2 All prices are stated in CHF (Swiss francs) and are exclusive of VAT and any other applicable statutory charges and fees.

7.3 For Contracts with a term of 24 (twenty-four) months or longer, Adnovum is entitled to adjust the prices for its Services at the beginning of the following calendar year. However, an adjustment will only be made if the rate of change during that same term (based on the Swiss Consumer Price Index or an equivalent national indexation applicable to those Adnovum locations providing the Services) amounts to more than 2.5% (two and a half percent) in total.

7.4 Invoice amounts are payable within 30 (thirty) days of the invoice date without any deductions. Payment dates shall be regarded as expiry dates. If the Customer defaults on a payment, statutory default interest shall be owed. Adnovum is entitled to discontinue the contractual Services after unused expiration of the payment period until all amounts owed have been received. In addition, Adnovum may exercise its statutory rights as well as the extraordinary right of termination pursuant to clause 6.3.

8 Assignment and offsetting

8.1 The Customer may only assign rights and/or obligations arising from the Contract to a third party or otherwise transfer them to a third party with the express consent of Adnovum.

8.2 The Customer may only offset its own claims against those of Adnovum if such claims have been acknowledged in writing or are legally binding by final ruling.

9 Subcontracting/Non-solicitation

9.1 Adnovum is free to choose its own employees and may also engage third parties (subcontractors) for the provision of its Services.

9.2 Employees of Adnovum who are entrusted with the performance of the Services may not be employed or otherwise engaged by the Customer during the term of the Contract and 12 (twelve) months after termination thereof. In the event of a breach of this provision, the Customer shall be required to pay a contractual penalty in the amount of the gross annual salary of the employee in question. Payment of the contractual penalty shall not exempt the Customer from its continued obligation in this regard.

10 Warranty

10.1 Adnovum ensures that its Services have the agreed upon and warranted characteristics and functionalities.

10.2 Adnovum shall not undertake to warrant the suitability of the Services for any purposes other than those stated in the Contract or for their economic efficiency.

10.3 A warranty period of 6 (six) months from delivery shall apply to hardware and standard software and 3 (three) months to licenses. In the case of software developed specifically for the Customer (customized software), a warranty period of 12 (twelve) months from delivery shall apply unless otherwise agreed. If customized software is developed mainly using agile process methods, the warranty period shall commence at the earliest with the overall acceptance. The Contracting Parties may agree on a warranty percentage clause in the Contract.

10.4 The Customer shall inspect the Services and any related work results, including documentation, immediately after delivery. Any defects must be reported to Adnovum within 30 (thirty) days of delivery, in writing and with precise description. Adnovum may require that a specifically designated ticket system be used for this purpose. If the notification is late or inadequate, Adnovum shall be released from its warranty obligation.

10.5 If a defect is detected that is covered by warranty and duly asserted, the Customer may demand that this be remedied free of charge. If the defect cannot be rectified within at least two reasonable rectification periods, with each period specified by the Customer in writing and lasting at least 30 (thirty) days, the Customer may demand a reasonable price reduction.

10.6 The above warranty shall not apply if (a) the Customer or third parties commissioned by the Customer have modified the delivered Services in any way; (b) the defect is due to operating errors on the part of the Customer; (c) the defect results from improper parameterisation, incorrectly applied functions, or from interaction with the infrastructure used by the Customer (hardware and software) that does not comply with Adnovum's specifications; (d) the Customer does not adhere entirely, on time, or correctly to its cooperation obligations in remedying the defect, or (e) the defects are attributed to third-party products used in accordance with the following clause 12 below.

11 Warranty of title

11.1 Adnovum shall ensure that its Services do not infringe any third-party intellectual property rights (**«IP-Rights»**), provided that the Services are used by the Customer in accordance with the Contract and Adnovum is notified immediately of any alleged infringement of third-party rights, including all related documentation.

11.2 Adnovum's warranty of title according to clause 11.1 shall not apply in the event of patent infringements, unless such patent research is explicitly stipulated as a task of Adnovum in an individual Contract.

11.3 The Customer warrants that it will not infringe any third-party IP-Rights with the materials provided to Adnovum for the provision of the Services. In particular, it warrants that it may commission Adnovum with the use, intervention in, and maintenance of third-party software, provided that the scope of Services includes such services of the Customer.

11.4 As a rule, the Customer shall defend itself against claims of an alleged breach of IP-Rights at its own expense and risk. The Customer shall keep Adnovum informed of its measures at all times and document corresponding decisions on an ongoing basis. The Customer shall not take any significant legal action without Adnovum's consent and shall upon request delegate the defense of such claims, in particular the conduct of the proceedings, including any final settlements, to Adnovum. Adnovum may, at its own discretion, eliminate a breach of IP-Rights clearly attributed to its Services by a) modifying the Services in such a way that there is no longer a breach of IP-Rights; b) procuring the necessary rights of use for the Customer; c) replacing the contractual services; or d) rescinding the Contract to the extent affected.

11.5 Adnovum's aforementioned obligations shall not apply if the breach of IP-Rights can be attributed to the Customer. This shall specifically apply in the event that the Services and the associated breach of IP-Rights are based on a concept originating from the Customer or on the fact that the Customer or a third party commissioned by it has modified the contractual Services or these have not been used with the intended deliverables or Services of Adnovum.

12 Warranty for third-party products and open-source software

12.1 Unless otherwise agreed, Adnovum excludes all warranties for third-party products and open-source software (**«OSS»**). The Customer's warranty rights can be asserted directly towards the third-party manufacturers. If Adnovum acts as a reseller, the details specified in clause 12.2 below shall apply.

12.2 For services and deliverables procured by Adnovum from third parties as a reseller, Adnovum solely warrants that it is permitted to integrate such into its own services and is eligible for joint distribution. Any further warranty is excluded, in particular for any defects in third-party services or deliverables and for further development or maintenance.

13 Customer's cooperation obligations

13.1 The Customer shall undertake all actions to enable Adnovum to fulfill the Contract. In particular, the Customer shall actively support Adnovum and its assisting parties in providing the contractual Services in a timely manner and shall carry out all necessary preparatory and provisioning activities (in particular, but not limited to, the provision of source codes and interfaces), provide the required technical documentation, grant the necessary access to premises, enable access to systems and resources essential for the operation of the application, and facilitate onboarding for Adnovum employees in line with any requirements.

13.2 If operating resources are provided, the Customer shall ensure that only up-to-date software supported by the respective manufacturer is used and that suitable maintenance and support contracts have been concluded for the duration of the provision of Services.

13.3 If special regulatory or other industry-specific legal provisions are directly applicable to the Customer and have a direct impact on Adnovum's Services, the Customer shall ensure that such provisions are specified in an appropriate form.

13.4 The Customer shall check the Services provided to it during the performance of the Contract on a regular basis and in accordance with clause 10.

13.5 The Customer shall fulfill all further cooperation obligations listed in the offer or in the order overview.

13.6 If the Customer does not fulfill its cooperation obligations or does not do so properly, Adnovum shall not be responsible if the Services cannot be fulfilled, can only be fulfilled in part,

cannot be provided in accordance with the Contract, or cannot be provided in a timely manner. In such cases, the Customer must reimburse Adnovum for all expenses incurred as a result and shall not be entitled to a reduction or refund of the agreed remuneration. Existing deadlines shall be pushed back accordingly.

14 Right to work results

14.1 If, as a result of the Services provided to the Customer, inventions are developed for which a patent application may potentially be filed, the following shall apply to these intellectual property rights:

(i) For inventions developed exclusively by employees of the Customer, the rights shall be transferred in full to the Customer; (ii) if, on the other hand, the inventions were developed by employees of Adnovum, the rights shall remain with Adnovum, unless otherwise agreed in individual Contracts; (iii) if development of the inventions can be attributed to the employees of both Contracting Parties, then both Contracting Parties shall be jointly entitled to the rights to the inventions. In this case, license fees shall be mutually waived. Adnovum is not responsible for patent applications in any of the above cases (i) to (iii), but can provide support to the Customer if required and in return for an appropriate fee.

14.2 Subject to clauses 14.3 et seq., the Customer shall receive exclusive rights to customized software specified and produced specifically for it; this includes in particular, and unless otherwise contractually agreed, the source code and all associated documentation.

14.3 If OSS or third-party products form part of the delivered Services, the respective terms of license of the third-party manufacturer or the applicable OSS license shall apply to these elements.

14.4 All other rights (intellectual property rights and entitlements to these) to standardized services and the arising work results shall remain with Adnovum or the manufacturer and/or licensor. This also applies to customized adaptations to standard solutions.

14.5 Adnovum shall grant the Customer the non-exclusive right to use the work results delivered by Adnovum for the contractually agreed purposes and to the contractually agreed extent. Any and all transfers of the respective rights of use shall be subject to the suspensive condition of confirmation of full payment of the contractually agreed remuneration to Adnovum.

14.6 For services procured by Adnovum as a reseller from a manufacturer, the right of use granted to the Customer shall be based on the manufacturer's terms of license.

15 References

Adnovum shall be permitted to name the Customer in its marketing activities. Further details of the Services provided to the Customer shall require written consent.

16 Liability

16.1 Adnovum shall be fully liable to the Customer for personal injury, as well as for damages caused to the Customer intentionally or through gross negligence in the fulfillment of the Contract. For any other direct damages caused, Adnovum shall be liable up to the amount of the agreed annual remuneration for the Contract, up to a maximum, however, of CHF 100,000.00. Adnovum shall, in any case, only be liable up to the proven amount of damages incurred. Liability for indirect and consequential damages shall be excluded to the extent permitted by law. Adnovum shall be liable for the conduct of engaged subcontractors to the same extent as its own.

16.2 In the event of loss or damage to data, Adnovum shall only be liable for reimbursing the restoration costs and only if it can be proven that Adnovum was directly responsible for the loss or damage and the Customer was in the habit of making regular data backups.

17 Confidentiality, data protection and data security

17.1 The Customer shall keep confidential all information of a confidential nature that it is aware of or becomes aware of in relation to Adnovum. This confidentiality obligation shall remain in force even after the contractual relationship has ended.

17.2 Confidential information includes all information, data and/or documents that have been handed over, made accessible, or otherwise perceived by the Customer in connection with the contractual relationship with Adnovum. This includes, in particular, manufacturing and business secrets, as well as all other information, data and/or documents in connection with offer preparations, contract negotiations, contract contents, service provision preparations, contractual fulfillment, or the content of Adnovum's activities. The licensed software and the associated documentation are also considered confidential within the meaning of this section. There is no prerequisite to label confidential information specifically as «confidential» or «secret».

17.3 The disclosure of confidential information to third parties requires the prior written consent of Adnovum.

17.4 Information that is evidently public knowledge or becomes public knowledge without the Customer's involvement is not considered confidential.

17.5 Both Parties shall ensure data protection and data security within their area of influence and impact in accordance with legal requirements.

17.6 The Customer explicitly accepts that it is fully responsible for creating secure and complete backup copies of its data that it processes using Adnovum's deliverables and work results. It is the Customer's responsibility to create an additional data backup before installing new releases and before each Adnovum access to the customer system.

18 Force majeure

18.1 The Contracting Parties shall not be liable for the delay or non-fulfillment of the obligations incumbent upon them if these are due to events for which said parties are not responsible or circumstances of force majeure. This shall apply for as long as the unforeseeable event continues and provided that the affected Contracting Party communicates this information, stating the circumstances.

18.2 If the unforeseeable event continues for longer than 30 (thirty) days, either Contracting Party may terminate the Contract retroactively to the date on which the event occurred. Payment must be provided for the Services performed up to the date of termination.

19 Export control

The Customer shall comply with applicable export control and customs regulations, as well as the relevant foreign trade regulations with regard to the Services supplied by Adnovum.

20 Severability clause

If parts of these GTCs or the concluded Contract prove to be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another provision which most closely achieves the intended and legally aligned purpose of the original provision.

21 Applicable law and jurisdiction

21.1 Zurich shall be the chosen place of performance and exclusive place of jurisdiction.

21.2 The entire contractual relationship between the Contracting Parties, including the assessment of its validity and the agreed place of jurisdiction, shall be governed by Swiss substantive law – with the explicit exclusion of international conventions.