AXICOM HV AG
Industriestrasse 14
CH-5610 Wohlen
Tel +41 56 618 87 00

AXICOM HV AG

ADDITIONAL TERMS AND CONDITIONS OF PURCHASE FOR SOFTWARE

Application

1. These additional purchasing terms and conditions for software ("Software Terms") supplement the General Terms and Conditions of Purchase of AXICOM HV AG ("GTC") for the purchase, licensing and provision of software and related services. The terms "Buyer" and "Seller" as defined in the GTC also apply here. In the event of any conflict, the order prevails over these Software Terms, and these Software Terms prevail over the GTC.
2. Section A applies to every purchase of software. Sections B to E apply whenever and for as long as their respective conditions are met, including following subsequent changes to the scope of the services. The material features, licence parameters, prices and contract duration shall be specified in the order or the offer referenced therein.

A. General Software Terms

1. **Rights to use:** The Seller grants the Buyer a non-exclusive, non-transferable right to use the software and associated documentation for its business activities for the agreed term. To the extent necessary for the agreed use, this includes installing and running the software, making backup copies and use by the Buyer's employees and appointed service providers. Any agreed restrictions (in particular on the number of users, devices, locations or usage volumes) must be specified in the order or the offer referenced therein.
2. **Delivery and documentation:** The Seller shall provide the software in the agreed version together with the information required for its installation, operation and use. The software must meet the agreed requirements concerning interfaces, compatibility and functionality. The Seller shall provide any required licence keys and access credentials in good time.
3. **Security and bug fixes:** The software must be free from malicious functionality and comply with the agreed security requirements. The Seller must apply appropriate technical and organisational security measures in the development, provision and maintenance of the Software, taking into account the nature of the Software and the associated risks. The Seller shall promptly inform the Buyer of any significant security vulnerabilities of which it becomes aware that affect the software or the Buyer's data and shall provide the fixes required to remedy those vulnerabilities during any agreed support period. The scope and duration of maintenance and support, including any applicable fees, shall be agreed in the order.
4. **Changes:** During ongoing maintenance or provision of the software, the Seller must not make changes that materially impair agreed key functions, security or compatibility. The Seller shall notify the Buyer of such changes in advance and offer a reasonable solution.
5. **Third-party components:** The Seller shall inform the Buyer of third-party software or open-source components to the extent that their licence terms materially restrict the agreed use or exploitation of the software. The Seller shall ensure that it can grant the rights required for the agreed use.

6. **Warranty:** The Seller warrants that the software conforms to the agreed requirements and the documentation provided and is fit for the agreed purpose. The warranty rights under Clause 6 of the GTC apply accordingly to all software and related services.

B. Custom-Developed Software

1. **Scope:** This section applies to software, source code, configurations, interfaces, documentation and other deliverables specifically developed for the Buyer under the order ("Deliverables"). Components of the Seller existing before the contract or developed independently of it ("Pre-existing Components") are excluded.

2. **Rights in Deliverables:** Upon creation, the Seller assigns to the Buyer, to the extent permitted by law, all assignable intellectual property rights in the Deliverables specifically created for the Buyer, including the rights to use, modify, reproduce, further develop and distribute them. The agreed fees include consideration for this assignment. The Seller shall obtain the necessary rights from its employees and any third parties engaged.

3. **Pre-existing Components:** The Buyer receives a perpetual, worldwide, irrevocable, fully paid-up licence to use any Pre-existing Components included in the Deliverables, including the right to modify and further develop them and to have appointed third parties use them for the Buyer's purposes. The Seller shall identify relevant Pre-existing Components and any restrictions on their use before incorporating them.

4. **Open-source software:** The Seller may use open-source software in the Deliverables provided that this does not restrict the Buyer's contractual rights. No later than upon delivery of the Deliverables, the Seller shall disclose all open-source components used and their licence terms. Open-source components whose licence terms may require disclosure of source code, distribution under an open-source licence or comparable obligations in respect of other parts of the Deliverables may be used only with the Buyer's prior written consent. The Seller shall ensure compliance with all applicable licence terms.

5. **Delivery and acceptance:** The Seller shall deliver the agreed Deliverables, including source code, necessary build and configuration files and technical documentation, in a form suitable for further development. The Buyer shall examine the Deliverables against the agreed acceptance criteria. Acceptance requires the Buyer's express confirmation; use for testing or payment alone does not constitute acceptance. The rights under Clause 6 of the GTC remain unaffected.

C. Cloud Services

1. **Scope:** This section applies where the Buyer's software or data are hosted, stored or processed on systems operated by the Seller or third parties ("Cloud Services"). The Seller shall provide access to the Cloud Services for the agreed contract term in accordance with the order.

2. **Operation and security:** The Seller shall protect the Cloud Services and the Buyer's data through technical and organisational measures appropriate to the risks, in particular access controls, encryption of data in transit and at rest where appropriate, regular backups and recovery procedures. The Seller shall remedy significant security vulnerabilities promptly and notify the Buyer without undue delay of security incidents affecting its data or operations, providing the information then available. Unless otherwise agreed in writing, the Seller must ensure that all Buyer Data is stored exclusively within the EU or EFTA, including backups and logs. The Seller must obtain the Buyer's prior written consent before changing agreed data processing or storage locations or engaging additional third parties to process Buyer Data. The Seller must ensure that any subcontractors involved in providing the Cloud Services comply with equivalent security obligations and remains responsible for their acts and omissions.

3. **Availability and support:** Agreed availability levels, support hours, response times and maintenance windows are set out in the order or an expressly agreed service description. The Seller shall give advance notice of planned maintenance that will have a material impact. The Seller warrants throughout the contract term that the Cloud Services comply with the agreed requirements. The Seller shall remedy disruptions or defects without undue delay, taking account of their severity. The Buyer's rights under Clause 6 of the GTC remain unaffected.

4. **Data and use:** Data entered by the Buyer into the Cloud Services or generated there for the Buyer ("Buyer Data") shall, as between the parties, belong exclusively to the Buyer. The Seller may process such data only to perform the contract. Use for the Seller's own purposes, advertising or training AI models is prohibited without the Buyer's prior written consent.

5. **Return and deletion:** On request and no later than upon expiry or termination of the contract, the Seller shall enable the Buyer to export its data in a commonly used, structured, machine-readable format without a separate export fee. Following confirmation of export, the Seller shall delete the data within 30 days unless statutory retention obligations apply. Backup copies may be deleted in accordance with the documented deletion cycle and must remain protected until deletion. The Seller shall confirm deletion on request. Reasonable assistance with a change of provider shall be remunerated as agreed in advance.

D. Artificial Intelligence

1. **Scope:** This section applies where the Seller uses AI systems in performing the services or supplies software incorporating AI features ("AI Features"). The Seller shall inform the Buyer of the intended AI Features, their material limitations and relevant external AI providers. The Seller shall give the Buyer advance notice of any new AI Features introduced during the contract term.

2. **Inputs and outputs:** Inputs, Buyer Data and outputs generated for the Buyer may be used solely to provide the agreed services. Use to train, retrain or improve AI models for the Seller's own purposes or those of third parties requires the Buyer's prior written consent. As between the parties, outputs generated for the Buyer belong exclusively to the Buyer. To the extent any assignable intellectual property rights subsist in those outputs, the Seller assigns them to the Buyer. In all other respects, the Buyer may use, modify, disclose, distribute and commercially exploit the outputs without restriction as to time, territory or purpose. The Seller must not use the outputs for its own purposes or make them available to third parties except to the extent necessary to perform the contract.

3. **Transparency and control:** The Seller shall disclose material technical limitations of the AI Features, including the possibility of inaccurate outputs. Where outputs may have significant legal, financial, safety-related or personnel-related consequences, appropriate human review must be possible. AI Features must respect the Buyer's applicable access permissions and must not enable users to access information they are not authorised to access. The Seller must obtain the Buyer's prior written consent before making changes to AI Features that materially affect data security, data processing locations, external AI providers or the Buyer's contractual rights. Other material changes must be notified to the Buyer in advance.

4. **Legal compliance:** The Seller shall comply with the legal requirements applicable to its AI Features and its role and provide the Buyer with the information reasonably required for lawful use. The parties shall agree additional requirements where a particular use involves increased regulatory risks.

E. Processing of Personal Data

1. **Scope and roles:** This section applies insofar as the Seller processes personal data on behalf of the Buyer. In that respect, the Buyer is the controller and the Seller is the processor. The subject

matter, duration, purpose and nature of the processing, the categories of data subjects and the categories of personal data shall be specified in the order or an attached description of processing. Any processing of personal data by the Seller as an independent controller must be governed separately. The Seller must ensure that the processing of personal data substantially complies with the requirements of the EU General Data Protection Regulation (GDPR), even where the GDPR does not directly apply.

2. **Instructions and security:** The Seller shall process personal data solely for the performance of the contract and in accordance with the Buyer's documented instructions, unless mandatory law requires otherwise. The Seller shall ensure that persons authorised to access the data are bound by confidentiality obligations and implement technical and organisational security measures appropriate to the risks. The Seller shall inform the Buyer without undue delay if, in its view, an instruction breaches applicable data protection law.

3. **Sub-processors:** Before processing begins, the Seller shall disclose the sub-processors used and the locations where processing takes place. The Seller may engage further sub-processors only with the Buyer's prior written consent. The Seller shall impose equivalent data protection obligations on them and remain responsible for their acts and omissions. Clause 13 of the GTC otherwise remains applicable.

4. **International transfers:** Personal data may be processed or disclosed abroad only in the agreed recipient countries and subject to compliance with the applicable data protection requirements. Where required, the parties shall enter into appropriate standard contractual clauses in advance and agree supplementary safeguards. These Software Terms do not, by themselves, replace such transfer safeguards.

5. **Assistance and incidents:** The Seller shall notify the Buyer of personal data security breaches affecting the Buyer's personal data without undue delay and, where possible, within 24 hours of becoming aware of them, providing the information available and subsequent updates. The Seller shall provide reasonable assistance with data subject rights, legally required notifications, data protection impact assessments and demonstrating compliance with the Buyer's obligations.

6. **Evidence, return and deletion:** On reasonable request, the Seller shall provide information about its security measures and suitable existing audit reports. Where there are reasonable grounds to suspect material breaches, the Seller shall permit a proportionate audit while protecting third-party confidentiality and security interests. At the end of processing, the Seller shall return or delete personal data at the Buyer's choice, unless statutory retention obligations apply.