

GENERAL TERMS AND CONDITIONS OF FIDECTUS AG FOR FIDECTUS CLOUD SERVICES

(the "GTC" or "AGB") of 30. March 2026, Version 1.6

VALIDITY

In all contractual relationships in which Fidectus provides post-trading services including support and related consulting Services to Customers, these GTC shall apply, unless otherwise provided. The provisions apply to pre-contractual relationships.

1. DEFINITIONS

- 1.1. "Customer Data" means any content, materials, data, personal data and information that Authorized Users enter into the production system of a Cloud Service or derive from its use of and store in the Cloud Service (e. g. Customer-specific reports). Customer Data and its derivatives will not include Fidectus' Confidential Information.
- 1.2. "Authorized User" (or "Named User") means a person at Customer or its Affiliates or Customer's or its Affiliates' Business Partners to whom Customer grants access authorization to use the Cloud Service.
- 1.3. "Order Agreement" or "Agreement" means an agreement between Fidectus and Customer on Cloud Services and (where applicable) related Support and Consulting Services referencing the present GTC (and other documents), including agreements entered into by means of agreed electronic contract conclusion procedures provided by or on behalf of Fidectus such as e.g. DocuSignTM.
- 1.4. "Cloud Materials" mean any materials provided by Fidectus to Customer before or in the course of performance under the Agreement, including the materials produced delivering support Services for Customer. Cloud Materials include materials created in cooperation with Customer, but do not include the Customer Data, Customer Confidential Information or the Cloud Service.
- 1.5. "Cloud Service" means any distinct on demand solution provided and supported by Fidectus under an Order Agreement.
- 1.6. "Data" means the information contained in Datasets or Documents.
- 1.7. "Dataset" means a structured file containing Data within a defined format (such as XML or JSON).
- 1.8. "Document" means a human readable representation of the Data or Dataset.
- 1.9. "Documentation" means Fidectus' then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.
- 1.10. "Supplement" means the product specific supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Agreement.
- 1.11. "Fidectus Policies" means the operational guidelines and policies applied by Fidectus to provide and support the Cloud Service as incorporated in an Order Agreement.
- 1.12. "Business Partner" means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer or its Affiliates.
- 1.13. "Interoperability": "Interoperability": means the ability of a seller or a buyer (Customer can generally act in either role) together acting as trading parties to exchange industry standard compliant documents (such as EFET eCM, eSM and eRR) and other electronic messages containing the essential information elements required by both seller and buyer, irrespective of the information technology environment, back-office systems, services, or third-party solutions used by each. Interoperability is based on communication between Fidectus and other 3rd-party service providers offering access to an interoperable network.
- 1.14. "Interoperability Service": means the automated services provided by Fidectus relating to the implementation and maintaining of Interoperability and carried out on behalf of Fidectus' Customer.
- 1.15. "Subscription Term" means the term of a Cloud Service subscription identified in the applicable Order Agreement, including the Initial (Subscription) Term and all Renewal Terms.
- 1.16. "Usage Metric" means the standard of measurement for determining the permitted use volume and calculating the applicable fees due for a Cloud Service as set forth in the Order Agreement.
- 1.17. "Support and Consulting Services" means related professional services, such as implementation, configuration, or training services, agreed as applicable in the Order Agreement.
- 1.18. "Affiliate" means any legal entity that is affiliated with another company through holding an equity stake and voting rights of more than 50%.
- 1.19. "Contract Year" is defined as each period of twelve (12) consecutive months during the Initial Subscription Term of an Order Agreement, with the first Contract Year commencing on the Effective Date, and with each subsequent Contract Year (the "Renewal" year) commencing on the anniversary of the Effective Date.

- 1.20. "Confidential Information" means all information which Fidectus or Customer protect against unrestricted disclosure to others or that are deemed confidential according to the circumstances of their disclosure or their content, including the Agreement. In any case, the following information is considered to be Confidential Information of Customer: the Customer Data, Customer marketing and business requirements, Customer implementation plans, and/ or Customer financial information; and Confidential Information of Fidectus: the Cloud Service, Documentation, Cloud Materials and analyses under Section 4.5, and information regarding Fidectus research and development, product offerings, pricing and availability, as well as all Fidectus software, programs, tools, data or other materials that Fidectus makes available to Customer pre-contractually or on the basis of the Order Agreement.
- 1.21. A reference to writing or written includes e-mail to support@fidectus.com.

2. USE OF THE SERVICE

- 2.1. During the Subscription Term, Fidectus grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for running Customer's and its Affiliates' intended business operations and in accordance with the Agreement, in particular the terms of the product-specific Supplement, the Fidectus Policies and the Documentation. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.
- 2.2. Customer may permit Authorized Users to use the Cloud Service within the contractually agreed scope. In particular, usage is limited to the Usage Metrics and volumes stated in the Order Agreement. Access credentials for the Cloud Service may not be shared or used by more than one individual at a time but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for the acts and omissions of its Authorized Users, Affiliates, and Business Partners as for its own acts and omissions and shall oblige them to adhere to the contractual provisions for the use of the Cloud Service, Documentation and the Cloud Materials. Customer is otherwise not allowed to sublicense, license, sell, lease rent or otherwise make any Cloud Service or Cloud Materials available to third parties.
- 2.3. Acceptable Use Policy: When using the Cloud Service, Customer shall not: (a) copy, translate, disassemble, decompile, reverse engineer, or otherwise modify, in full or in part, or make any derivative works of the Cloud Service, the Documentation or Cloud Materials (except to the extent permitted by mandatory law); however, the Documentation may be copied to the extent necessary for internal purposes; (b) use the Cloud Service in breach of applicable law, in particular Customer will not transmit any content or data that is unlawful or infringes any intellectual property rights of third parties; (c) circumvent or endanger the operation or security of the Cloud Service.
- 2.4. Customer will monitor its use of the Cloud Service and report to Fidectus in writing without undue delay any use that goes beyond what is contractually agreed, in particular any use in excess of the Usage Metrics and volume. In this case, Customer must sign an Extension Agreement that documents the additional use and additional fee. Such fees shall accrue from the date the excess use began. Fidectus may monitor use to verify compliance with Usage Metrics, volume and the Agreement.
- 2.5. Fidectus can temporarily limit or suspend Customer's access (in particular user names and passwords) to the Cloud Service to prevent damages, if it is sufficiently probable that the continued use of the Cloud Service in breach of contract by Customer, the Authorized Users, or a third party using Customer's access data may result in harm to the Cloud Service, other Fidectus customers, or the rights of third parties in such a way that immediate action is required to avoid damages. Fidectus will notify the Customer of the limitation or suspension without undue delay. If circumstances allow, Customer shall be informed in advance in writing or by email. Fidectus will limit the suspension or limitation in time and scope as reasonably possible under the circumstances.
- 2.6. The Cloud Service may include integrations with web services made available by Fidectus-Partners or third party providers on external websites that are accessed through the Cloud Service and subject to terms and conditions with those third parties. Fidectus shall provide only technical access to the content of such integrated websites. The content of such websites is the sole responsibility of these third parties.
- 2.7. Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications as such is subject to the terms and conditions agreed upon download/access to the mobile application and is not subject to the terms of the Agreement.

3. DESCRIPTION OF THE CLOUD SERVICES

- 3.1. Subject to your compliance with the Terms of Service, Fidectus provides the Customer with the following services:
- 3.1.1. Access to the Cloud Service via the Website;
 - 3.1.2. access to the business network for the exchange, matching, dispute management and other tools and services provided through the Website and the Application Programming Interface ("API") or other communication protocols;
 - 3.1.3. any software, data, text, images, sounds, video and content provided through the Website or accessible through the API (the "Content") or other communication protocols; and
 - 3.1.4. any new features that are added to or enhance the service.

- 3.2. All services and features are described in the order agreement or software specific appendices, which are available on the Cloud Service or on the Fidectus website (www.fidectus.com) as amended from time to time.
- 3.3. Fidectus may introduce new services or features from time to time. The Customer acknowledges that Fidectus may charge a fee for the use of some of the above-mentioned services and/or features (e.g. for additional services) as published in the Cloud Service or on www.fidectus.com ("Paid Services").

4. FIDECTUS RESPONSIBILITIES AND OBLIGATIONS

- 4.1. Fidectus provides the Cloud Service agreed in the Order Agreement in accordance with Section 2. Fidectus provides support as agreed in the Order Agreement. The quality and functionality of the agreed performance that Fidectus is obliged to provide is conclusively agreed in the Order Agreement and the documents referred to therein. Fidectus is not obliged to perform additional services or provide additional service features. If Customer is provided with a free-of-charge Cloud Service, Fidectus shall provide no support for this Cloud Service and has no obligation to provide any particular service level. Fidectus may cease providing access to such free-of-charge Service at any time. This Section 4.1 supersedes any conflicting term in these GTC.
- 4.2. Unless otherwise stipulated in the Supplement, Fidectus will maintain an average monthly system availability for the production system of the Cloud Service as defined in the Service Level Agreement referenced in the Order Agreement ("SLA"). In the event of Fidectus' breach of the SLA Customer may claim a service credit as detailed in the SLA in the form of a contractual penalty ("Vertragsstrafe", Article 160 et seq. Swiss Code of Obligations). Customer will follow Fidectus' credit claim procedure. When the validity of the service credit is confirmed by Fidectus in writing or by email, Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due. Contractual penalties paid shall be offset against any Customer claims for damages. In the event Fidectus fails to meet the SLA (i) for four consecutive calendar months, or (ii) for five or more calendar months during any twelve months period, or (iii) at a system availability level of least 90% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing Fidectus with written notice within thirty days after the failure. Termination will become effective at the end of the calendar month in which Fidectus has received the termination notice.
- 4.3. Fidectus uses reasonable security technologies in providing the Cloud Service. As a data processor, Fidectus will implement and maintain technical and organizational measures for the processing of personal data in the Cloud Service in accordance with applicable data protection law, as agreed in the Data Processing Agreement for Fidectus Cloud Services referenced in the Order Agreement.
- 4.4. The features of the Cloud Service and the Fidectus Policies may be enhanced and may be adapted by Fidectus to reflect technical advances and to allow for the Cloud Service's continuing compliance with applicable mandatory law ("Continuous Modification"). Fidectus will provide information about Continuous Modifications within a reasonable period of notice (in general 3 month before the change is scheduled to take effect), in particular by email, on the Support Portal, through Release Notes, or within the Cloud Service. In the event that a change may negatively affect the justified interests of Customer so that Customer can no longer reasonably be expected to adhere to the agreements in the Order Agreement, Customer can terminate the affected Cloud Service in writing with a notice period of one month before the announced change is scheduled to take effect. In case Customer does not terminate, the Continuous Modification will become effective on the date the announced change is scheduled to take effect. Fidectus will draw attention to this in the change notice.
- 4.5. Fidectus or Fidectus Affiliates may create analysis utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service, as set forth below ("Analysis"). Analysis will anonymize and aggregate information and will be treated as Cloud Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service. Analyses may be used for the following purposes (see Data Processing Agreement, DPA):
 - 4.5.1. product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Fidectus products and services,
 - 4.5.2. improving resource allocation and support,
 - 4.5.3. internal demand planning,
 - 4.5.4. training and developing machine learning algorithms and neural networks,
 - 4.5.5. improving product performance,
 - 4.5.6. verification of security and data integrity
 - 4.5.7. identification of industry trends and developments,
 - 4.5.8. creation of indices and anonymous benchmarking.

5. ELECTRONIC DATA INTERCHANGE (EDI)

This section has been removed.

6. CUSTOMER DATA, PERSONAL DATA, CUSTOMER RESPONSIBILITIES & OBLIGATIONS

- 6.1. Customer is responsible for the content of the Customer Data and entering it into the Cloud Service. Subject to Section 13, Customer grants to Fidectus (including its Affiliates, subcontractors/-processors) a nonexclusive right to process Customer Data for the sole purpose of and only to the extent necessary for Fidectus to provide and support the Cloud Service; (ii) to verify Customer's compliance with the provisions set forth in Section 2.
- 6.2. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data protection law.
- 6.3. Customer shall maintain appropriate security standards for use of the Cloud Service by the Authorized Users. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from Fidectus. Customer is solely responsible for determining the suitability of the Cloud Service for Customer's business processes and for complying with all applicable legal provisions regarding Customer Data and its use of the Cloud Service. Free of charge, Customer must provide the collaboration required in connection with the provision of the Cloud Service and the support services by Fidectus, including, for example, infrastructure and telecommunications equipment for Cloud Service access. Fidectus points out that Customer's collaboration is a necessary precondition for Fidectus' correct performance of its obligations. Customer bears all consequences and costs resulting from breach of its duties. Section 12 also applies.
- 6.4. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations and prerequisites (e. g. as described in the Documentation), in which case Fidectus and Customer will agree on a reasonable method to allow Customer access to Customer Data. Before the Subscription Term expires, Customer may use Fidectus' self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service. Following the end of the Subscription Term, Fidectus will delete or overwrite (see Data Processing Agreement, DPA) the Customer Data remaining on servers hosting the Cloud Service unless applicable mandatory law requires retention. Retained data is subject to the confidentiality provisions of the Agreement (see Section 13).
- 6.5. Fidectus reserves the right to charge the Customer a processing fee if the Customer wishes to deviate from the Data Processing Agreement (DPA) with Fidectus.

7. RENUMERATION, PAYMENTS, TAXES

- 7.1. Customer will pay Fidectus the fees agreed as set forth in the (Addendum) Order Agreement. Payments are due 30 calendar days from the date of the invoice ("Due Date") unless otherwise agreed in writing in the Order Agreement. Early payment discounts shall not be granted. Any fees not paid when due shall accrue interest at the applicable statutory interest rate. If Customer is still in default of payment after a reasonable extension period set by Fidectus has passed, Fidectus can deny full or partial access to the Cloud Service temporarily until payment has been received. Customer may offset only claims or claim rights of retention that are uncontested or have been finally determined by the court.
- 7.2. All agreed fees are subject to statutory value-added tax (VAT) and any other applicable taxes, duties, or levies.
- 7.3. During the Subscription Term of the Order Agreement, Customer may agree on an increase of units of an agreed Usage Metric or Cloud Service by executing an addendum to the relevant Order Agreement ("Extension Agreement", or "Addendum Order Agreement"). The term of each Extension Agreement shall be co-terminus with the then-current term of the Order Agreement irrespective of the effective date of Extension Agreement and all fees shall be prorated accordingly. Upon renewal of the Order Agreement, the renewal term for all increases in Usage Metric added to the Order Agreement prior to renewal shall be the same as specified in the Order Agreement.
- 7.4. The recurring fee agreed in the Order Agreement applies for the Initial Subscription Term agreed therein. The fee applicable for a Renewal Term corresponds to the fees for the preceding Initial or Renewal Term, unless Fidectus increases the fees as follows:
 - 7.4.1. (a) Subject as is set out below, Fidectus may at its discretion adjust the recurring fees with effect from the start of a renewal term by giving two (2) months' written notice of the fee adjustment to Customer:
 - 7.4.2. (b) The change applied to the fees must not be greater than the change in the index under section (c) below ("Discretionary Applicable Change") plus five (5) percent. For the first fee adjustment under the contract, the Discretionary Applicable Change is the change from the published index as it stood when the contract was concluded to the index as it had most recently been published when the fee adjustment notice was given. If the fee has already been adjusted in the past, the Discretionary Applicable Change is the change from the index that had been most recently published when the previous fee adjustment notice was given to the index that had most recently been published when the new fee adjustment notice is given.

- 7.4.3. (c) The index used to determine the discretionary Applicable Change for Customers domiciled within the European Union (EU) is the Harmonised Index of Consumer Prices (HICP) of the Eurostat (the statistical office of the European Union). The index used to determine the discretionary Applicable Change for Customers domiciled within Switzerland or outside the European Union (EU) is the Swiss Consumer Price Index (CPI) of the Swiss Federal Statistics Office (Bundesamt für Statistik, "BfS"). If an index is discontinued, the applicable index will be the index published by the BfS that most closely reflects changes in the average consumer prices.
- 7.4.4. (d) The fee change is deemed to be agreed by the parties if the Cloud Service is renewed automatically for the renewal period unless Customer, by giving written notice at least one month prior to the expiration date of the preceding contractual term, terminates the Order Agreement with effect from the expiration of the relevant contractual term (extraordinary termination right). Fidectus will draw attention to this in the fee adjustment notice.
- 7.5. Invoicing: Fidectus shall invoice the full annual Subscription Fees in advance at the commencement of each Subscription Term (or Renewal Term, as applicable). Support and Consulting Service fees shall be invoiced in accordance with the milestones or schedule set out in the Order Agreement. Where no schedule is specified, Fidectus shall invoice upon delivery of the applicable services. All invoices shall be issued via PDF and email or electronically to the billing contact and address designated by Customer in the Order Agreement. Each invoice shall contain, at a minimum: (a) invoice number and date; (b) a description of the fees charged; (c) the applicable Subscription Term or service period; (d) the amount due in the respective currency; (e) applicable VAT or other taxes; and (f) Fidectus' bank account details for payment.

8. TERM, TERMINATION

- 8.1. The Subscription Term is as stated in the Order Agreement. Each Order Agreement initially runs for the Initial Subscription Term defined therein ("Initial Subscription Term"). At the end of the Initial Subscription Term, it shall be automatically renewed for successive one (1) year terms (each a "Renewal Term"), unless the Order Agreement is terminated by one of the parties in accordance with Section 8.2.
- 8.2. Ordinary (partial) termination of the Order Agreement is excluded during the Initial Subscription Term or any Renewal Term. Either party may terminate any Order Agreement by written notice at least four (4) months in advance of the expiration of the Initial Subscription Term or current Renewal Term. Extraordinary termination rights and the right to termination for just cause remain unaffected. Notice of termination must be given in written form or via ticket in <https://support.fidectus.com/>. The provisions in Section 14.1 concerning notices setting limited extra time also apply. Fidectus reserves the right to terminate for just cause in particular where Customer is repeatedly or seriously in breach of major contractual obligations (in particular in Sections 2, 6 and 13).
- 8.3. At the end of the contract, (i) Customer's access to the Cloud Service shall cease, (ii) Customer's right to use the Cloud Service and all Fidectus Confidential Information will end and (iii) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement (see Data Processing Agreement, DPA). Termination of individual Order Agreements shall leave other Order Agreements unaffected.

9. WARRANTIES BY FIDECTUS

- 9.1. Documentation and that the Cloud Service where used by Customer as contractually agreed does not infringe any third-party right. Fidectus will remedy any defects as to quality and defects in title in the Service in accordance with Section 9.4. If Fidectus has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by Customer, and the suitability of the Cloud Service for use in accordance with the contract is consequently reduced to a significant degree, Customer has the right of termination, which must be communicated in writing. If the suitability of the Cloud Service for use in accordance with the contract is reduced to a more than just insignificant (but not significant) degree, Customer is (as the exclusive remedy) entitled to reduce the remuneration by an appropriate amount. Section 10 applies for damage compensation due to defects.
- 9.2. For Consulting Services provided as works ("Werkleistung"), Fidectus warrants that the Consulting Service corresponds to the agreed service description by remedying defects in accordance with Section 9.4. If defects have not been remedied at the end of an additional time period of a reasonable length set by Customer in writing, Customer is entitled to reduce the payable remuneration in the Order Agreement for the Consulting Service concerned by an appropriate amount or to withdraw from the Order Agreement with respect to the Consulting Service. Section 10 applies for damage compensation due to defects.
- 9.3. If Fidectus fails to properly provide Consulting Services which are not subject to acceptance, or if – with regard to Consulting Services or the Cloud Service – Fidectus is otherwise in breach in an area other than liability for defects as to quality and defects in title, Customer must give notice of this failure or breach to Fidectus in writing and set an additional time period of a reasonable length, during which Fidectus has the opportunity to properly perform its duty or otherwise remedy the situation. Section 10 applies with regard to compensation for damages.

- 9.4. Fidectus shall remedy defects in Consulting Services that are subject to acceptance and in the Cloud Service by providing Customer with either a new Consulting Service or Cloud Service, that is free of defects or, at its election, by eliminating the defects. One of the ways Fidectus may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, Fidectus shall elect to (i) procure for Customer the right to use the Cloud Service or Consulting Service in accordance with the contract, or (ii) replace the Cloud Service or Consulting Service or change it such that the accusation of breach no longer stands, whereby Customer's contractual use is not unreasonably impacted, or (iii) terminate the Order Agreement to this extent and reimburse the Customer's remuneration paid in advance for the term remaining after the date of termination, and to pay damages subject to the limitations of Section 10.
- 9.5. Customer must give notice of every breach to Fidectus in writing without delay and with a detailed description of the reason.
- 9.6. Warranty rights resulting from defects as to quality and defects in title in Consulting Services subject to acceptance expire ninety (90) calendar days after acceptance. Warranties for the Cloud Service apply accordingly to the support services.

10. LIMITATION OF LIABILITY

- 10.1. Fidectus is liable in contract, tort, or otherwise for loss or wasted expenditure in case of proven fault subject always as follows:
 - 10.1.1. In cases of liability for personal injury or liability under the Product Liability Act, and for any type of damages caused by intent or gross negligence, Fidectus shall be fully liable to Customer.
 - 10.1.2. In all other cases, Fidectus' liability shall be limited according to Section 10.2 below.
- 10.2. Liability in cases under Section 10.1.2 is limited to a total of 500.000 CHF for all Customers in aggregate within a twelve month period; and per Incident/Customer to the fee that was paid within a twelve month period for the Cloud Service affected. The limits shall be calculated as follows: The total of all payments made until the loss event under the relevant agreement, divided by the number of months until that date, times twelve.
- 10.3. To the extent permitted by law, Fidectus excludes liability for indirect and consequential loss such as loss of profit, unachieved savings, interruptions to business or third-party claims. Contributory fault (e. g. breach of Section 6 duties) may be claimed.
- 10.4. The Customer undertakes to release Fidectus from all third-party claims derived from data processed or sent by Fidectus on behalf of the Customer and to reimburse Fidectus for all costs arising from possible violations of the law.
- 10.5. Exclusion of Liability
 - 10.5.1. OCR and User Amendments: The information available via the Cloud Service may include typographical errors or inaccuracies caused by OCR of PDF or image files or through manual amendments by Customer. Fidectus shall not be liable for damages resulting of these inaccuracies and errors.
 - 10.5.2. Data and Document Content: In no case shall Fidectus be liable for damages resulting of the content of Data and Documents provided by Customer for processing through Cloud Services (as e.g. Invoices in XML, PDF or any other format).
 - 10.5.3. Data Enrichment: Fidectus is not liable for damages resulting of the content of the Data provided by the Customer or other customers, which are used for the enrichment of Data or Datasets by the Cloud Services.
 - 10.5.4. False Positive Matches: Only damages incurred through false positive Matches by Fidectus are covered by the liability. In the case of a false Non-Match, no liability applies, but only the regular error-removal process.
 - 10.5.5. Interoperability Services: In the event of incorrect matching by third-party or third-party providers providers, Fidectus accepts no liability, only the regular support process.
 - 10.5.6. E-Mail Services: Fidectus is not liable for damages resulting from the matching of Data or Documents provided by the Customer or third parties for processing through the E-mail Services.
 - 10.5.7. Routing Services: Fidectus is not liable for damages resulting from the matching of Data or Documents provided by the Customer for processing through the Routing Services.
 - 10.5.8. Regulatory Reporting Services: Fidectus is not liable for damages resulting of the content of Business Documents, provided by Customer for processing through Regulatory Reporting Services. Customer consents to the application of Interoperability Services as a basis for Regulatory Reporting Services via Subprocessors.
- 10.6. The limitations of liability of Clauses 10.1 to 10.5 also apply to claims against employees and contractors of Fidectus.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Customer may only use the Cloud Service, Cloud Materials, Documentation and Consulting Services to the extent contractually agreed. As between Customer and Fidectus, all rights therein, that are not expressly granted to Customer, are reserved to Fidectus, their Affiliates or licensors, including without limitation if those were created to address a requirement of or in collaboration with Customer.
- 11.2. Except as stated otherwise in the Agreement, Customer retains all rights in and related to the Customer Data as between Customer and Fidectus. Fidectus may use Customer-provided trademarks solely to provide the Cloud Service and the support.
- 11.3. Customer agrees that Fidectus may use Customer company name and/or logo in Fidectus marketing and publicity material as examples of current users of the Cloud Service unless Customer chooses to opt-out by notifying Fidectus in writing.

12. THIRD-PARTY CLAIMS

If a third-party claims, that Customer's use of the Cloud Service or Cloud Materials in accordance with the GTC of the Agreement infringes its intellectual property rights, Customer must fully inform Fidectus in writing without delay. If Customer ceases to use the contractual Cloud Service or Cloud Materials to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer shall conduct court proceedings with the third party only with Fidectus agreement or shall authorize Fidectus to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against Fidectus that are due to acts by Customer, the Authorized Users, or third-party provider access.

13. CONFIDENTIALITY

- 13.1. Both parties undertake to protect the other party's Confidential Information acquired before and in connection with contract performance, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care, limited to two (2) years after termination of the contract. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those in Section 10 and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the Agreement. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.
- 13.2. Section 13.1, above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (b) is generally available to the public without a breach of the Agreement by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of confidentiality restrictions.
- 13.3. Neither party shall use the name of the other party in publicity activities without the prior written consent of the other. However, Fidectus may use Customer's name in customer listings (reference listings) or regular calls with its investors or, at times mutually agreeable to the parties, as part of Fidectus' marketing efforts (including reference calls and stories, press testimonials, participation in webinars, site visits). Fidectus may share information on Customer with its Affiliates for marketing and other business purposes. Insofar as this includes the provision and use of contact information of Licensee's contact persons, Customer will secure the appropriate permissions where necessary.

14. MISCELLANEOUS

- 14.1. Except in emergencies, a limited time fixed by Customer pursuant to the law or contract must not be less than ten working days. Where a failure to comply with a fixed time limit entitles Customer to be released from the contract (e. g. by termination or claim for damages in lieu of performance) Customer shall first threat in writing the consequence of failure to comply with that time limit when setting the limited time.
- 14.2. Amendments and additions to the Agreement and any contractually relevant declarations as well as declarations influencing a legal relation, especially without being limited to termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices) with an electronically transmitted signature (facsimile transmission or other agreed form of electronic contract conclusion provided by or on behalf of Fidectus).

- 14.3. The Cloud Service, Cloud Materials, and Documentation are subject to the export control laws of various countries, in particularly the laws of the US, the Federal Republic of Germany and Switzerland. Customer shall not hand over the Cloud Service, Documentation, or Cloud Materials to governmental authorities for licensing considerations or other official approval without Fidectus' prior written consent, and shall not export the Cloud Service, Documentation, or Cloud Materials to countries or to natural or legal persons for which export bans apply according to the relevant export laws. Furthermore, Customer is responsible for complying with all applicable legal provisions of the country in which it is headquartered, and of other countries in respect of the use of the Cloud Service, Documentation, and Cloud Materials by Customer and its Authorized Users. Fidectus hereby gives express notice that, in accordance with the export control laws of various countries, in particular the laws of the US, the Federal Republic of Germany and Switzerland, and as a result of trade sanctions and embargos applicable to Fidectus, Fidectus may be obliged to restrict, temporarily withdraw, or terminate Customer's access to the Cloud Service, Cloud Materials, Documentation, and other Fidectus materials.
- 14.4. System notifications and information from Fidectus relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, electronically to the contact person named in the Order Agreement or can be made available via the Fidectus Support Portal.
- 14.5. These GTC can be changed with regard to the provision and support of the Cloud Service, in accordance with the sentences below provided that the change does not have any impact on the contractual content that is material for the equivalency of Cloud Services and support and their remuneration between the parties and provided that such change is reasonably acceptable for Customer. Fidectus will inform Customer about the change of the GTC in writing. If, in this case, Customer does not expressly disagree in writing within four weeks after receipt of the change notice, the change will be deemed to be effected and from this point in time, the changed version of the GTC is binding for the existing agreements between Fidectus and Customer. Fidectus will draw attention to this consequence in the change notice.
- 14.6. Without Fidectus' prior written consent, Customer may not assign or transfer the Agreement or any of its rights or obligations to a third party. Fidectus may assign the Agreement to any of its Affiliates.
- 14.7. Swiss law applies exclusively to all claims in contract, in tort, or otherwise, and the UN sales laws convention is excluded. The conflict-of-law rules shall not apply. The sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be Zuerich-1, Switzerland.
- 14.8. This is an English translation of the original General Terms and Conditions which is drawn up in the German language. Exclusively the German version of this GTC is legally binding. The English translation of this GTC has no legal effect and may not be used for the purpose of interpreting the German text.