General Terms and Conditions

1 Validity of the General Terms and Conditions

These General Terms and Conditions (GTC) apply to all business relationships between Vertec and the customer (e.g. licensing of Vertec software, hotline, operation of Vertec software as a cloud solution and services). They also apply to subsequent transactions in the respective latest version.
If the customer is supported by a Vertec sales partner, the general terms and conditions of the sales partner, who concludes a direct contract with the customer, apply to the hotline and, if applicable, services.

2 Conclusion of contract and contract documents

A contract between Vertec and the customer may be entered into as follows:

1. by electronic order via Vertec's digital Customer Portal;
2. by (both sides) signing a contract document;
3. by expressly or tacitly accepting an offer from Vertec;
4. by unconditional acceptance of services from Vertec.

A description of the customer's requirements only becomes part of the contract if it is mentioned in the contract. In the event of contradictions between the contract documents, the contract takes precedence.

3 Vertec software

3.1 Types of use

Vertec makes the Vertec software available to customers, either for purchase as a license (On-Premises) or for use in a cloud subscription (Cloud Suite).

3.2 Customer's right of use

The customer may use the Vertec software for their own use and for the intended purpose.
The right of use is limited to the quantity of users specified in the contract. These are registered in the Vertec software as named users. The following activities are prohibited: copying of the Vertec software beyond the intended use; renting, lending or disclosure of the software to third parties; editing, modification or enhancement of the software; as well as reverse engineering.
The On-Premises right of use is unlimited in time. For the Cloud Suite, the right of use is limited to the duration of the contract.
For third-party software that is used together with Vertec software, the license terms of the provider of this third-party software apply. These are available at https://www.vertec.com/ch/licenses/. With the installation of Vertec or the use of Vertec software in Cloud Suite, these license terms are accepted by the customer.

3.3 Test license

Prior to entering into a contract, Vertec grants the customer a right to use the Vertec software for testing purposes, free of charge and on a trial basis. The license terms for the Vertec software also apply in this case and the customer accepts the terms and conditions by using the Vertec software.

3.4 Further development

Vertec continuously develops the Vertec software and fixes bugs by delivering updates. Developments are prioritized in accordance with Vertec's release planning. The customer acknowledges that the customer interface, software extensions, the operation and the output of the Vertec software may change as a result of the innovation process.

3.5 Guarantee

Vertec software may be used for its intended purpose and in accordance with the terms of the product description. The uninterrupted, error-free use of Vertec software is not guaranteed.
Any guarantee and liability for third-party software, including public domain software and open source software (third-party software), is excluded to the extent permitted by law. However, Vertec guarantees, if contractually agreed, that the Vertec software is capable of exchanging data via extensions with third-party software.
The guarantee period is three months. It begins with the installation of Vertec software at the customer's premises, or with the delivery of Vertec software to the

customer if the installation is not carried out by Vertec, or by the commissioning of the Vertec Cloud Suite. Defects are rectified by delivering a new release of Vertec software. Further guarantee claims are excluded. The customer is responsible for the careful operation of Vertec software and the verification of the output results. For the rectification of defects, the customer must grant Vertec the necessary digital access.

4 Vertec On-Premises software

4.1 Vertec services

Vertec provides the following services:

1. granting of a perpetual license in accordance with section 3.2;
2. maintenance in accordance with section 4.4 (on special request);
3. hotline in accordance with section 6 (on special request).

4.2 Transfer of licenses to third parties

The customer may transfer an On-Premises license to a third party if the customer ceases to use it at the same time. The right of use may only be transferred if the legal successor enters into the license agreement with Vertec.

4.3 License fee

For an On-Premises license, the customer pays a one-time license fee, which depends on the scope of use by the customer, e.g. the number of users and the modules used. The fee is due upon conclusion of the contract. In the case of an upgrade in the scope of use, (e.g. additional users, additional modules) the resulting additional license fee is invoiced at the applicable rate.

4.4 Maintenance and maintenance fee

Customers with a maintenance contract receive new releases of Vertec software as a download via the Vertec homepage. In addition, a major release is sent to the customer about once a year via email. Customers without a maintenance contract can purchase new releases against payment of an additional license fee. Vertec can stop supporting releases older than two years.

Not subject to maintenance is:

1. installing Vertec software or converting data;
2. commissioning or configuring new features;
3. customizing reports and creating scripts;
4. eliminating faults caused by improper operation, third-party intervention, security incidents or force majeure.

Customers with a maintenance contract pay a maintenance fee annually in advance at the beginning of each contract year. The maintenance fee is expressed as a percentage of the license fee. If the customer extends the used Vertec software by purchasing additional licenses, the maintenance fee increases accordingly. Vertec may adjust the maintenance fee annually in line with inflation.

4.5 Duration of maintenance contract

A maintenance contract is concluded for an indefinite period of time. It can be terminated once a year at the end of each contract year with a notice period of three months. The contract year begins with the date of the order.

4.6 Customer's responsibility for technical operation

In the case of an On-Premises license, responsibility for technical operation rests with the customer. This applies in particular to:

1. Procurement and operation of the technology platform on which the Vertec software is operated
2. Operation of the Vertec application
3. Execution, control and storage of data backups

5 Vertec Cloud Suite software

5.1 Vertec services

Vertec operates the Vertec software on an operating environment and makes it available to the customer for use as a service. Cloud Suite includes the following services:

1. Operation of Vertec software (7x24h) subject to scheduled maintenance windows
2. Use of the Vertec software in accordance with the license conditions in section 3.2
3. Importing the published releases of the Vertec software so that the use takes place in the latest version
4. Data backup in accordance with section 5.3
5. Hotline in accordance with section 6

5.2 Subcontractors and place of operation

Vertec can commission subcontractors to operate the Vertec software and Cloud Suite infrastructure, as well as the hotline. Operation takes place at locations in Switzerland, the Federal Republic of Germany, Austria and the Netherlands.

5.3 Data backup and recovery

The customer's data, which is processed with Vertec software, is backed up daily. In the event of data loss caused by Vertec, Vertec will restore the data in accordance with the data backup of the previous day. Further guarantee claims in the event of data loss are excluded.

Data backups are retained by Vertec for seven days. At the request of the customer, Vertec will restore data for an additional fee.

5.4 Guarantee

Vertec applies the necessary care during operation and corrects malfunctions as quickly as possible. Permanent, error-free operation is not guaranteed.

5.5 Payment for Cloud Suite

The customer pays Vertec the fee due for the agreed scope of use quarterly in advance. The customer can expand the use independently in the Customer Portal at any time (even during a current quarter). In addition, the customer can reduce the use as per the following quarter in the Customer Portal, if they request this no later than 20 days before the end of the quarter.

5.6 Duration of contract

Contracts for Cloud Suite are concluded for an indefinite period. They can be terminated at any time at the end of the quarter. The notice period is 20 days for the customer and 90 days for Vertec.

In the event of default of payment by the customer, Vertec may, after setting a reasonable grace period, discontinue the services and, moreover, terminate the contract without notice.

Upon termination of the contract, Vertec will transfer the data processed with the Vertec software to the customer as Firebird raw data, e.g. via a download option in the Vertec Customer Portal. In addition, the customer has the option of exporting their data using the export function provided by the Vertec software. On special request and against additional remuneration, Vertec can provide further services upon termination of the contract.

6 Hotline

6.1 Vertec services

Vertec operates a hotline that can be used to answer questions about the Vertec software by phone or electronically in German or English. If the required information can be found in the Knowledge Base, reference can be made to the appropriate source of information. Inquiries are usually processed on the same working day.

The operating hours of the hotline are displayed on the Vertec homepage and can be adjusted by Vertec at any time.

6.2 Guarantee

Vertec takes the required care for operation of the hotline.

6.3 Payment by On-Premises customers with hotline contracts

On-Premises customers with a maintenance contract can conclude a hotline contract with Vertec. For the fixed-price hotline fee, the customer has unlimited access to the hotline for one year. This hotline fee is expressed as a percentage of the license fee. If the customer extends the Vertec software used by purchasing additional licenses, the hotline fee increases accordingly. Vertec can adjust the hotline fee annually in line with inflation.

A hotline contract is concluded for an indefinite period of time. It can be terminated at the end of each contract year with a notice period of three months. Unless expressly agreed otherwise in the contract, the contract year begins from the date of the order.

6.4 Payment by On-Premises customers without hotline contracts

Customers without a hotline contract can use the support services available via the hotline against payment at the applicable rates.

6.5 Payment by Cloud Suite customers

For Cloud Suite customers, the hotline fee is included in the Cloud Suite fee.

7 Services

7.1 Scope of services

Vertec provides services in connection with Vertec software such as installation, commissioning, consulting, configuring customizations and data transfer. If, in exceptional cases, such services are services under a contract for work, this shall be expressly stated in the contract.

If Vertec processes the personal data of the customer (e.g. for data transfers), Vertec deletes these after completion of the order/project. The customer reserves the right to request further storage/processing of such personal data.

7.2 Deadlines

Deadlines mentioned by Vertec are indicative only and are not binding.

7.3 Acceptance

There usually is no formal acceptance of the services. However, if such acceptance has been agreed and the customer is delayed, the services rendered shall, in any case, be deemed to have been accepted if the customer uses the work results productively.

7.4 Payment for services

Services are paid according to the time required at the agreed hourly rates. Vertec may charge a surcharge of 50% for services expressly requested by the customer outside the usual working hours (Monday to Friday, 8am to 6pm).

Insofar as Vertec provides information in the contract on the expected scope of the services to be provided, this information is indicative. Therefore, such information is neither a fixed price nor a binding cost ceiling (cost cap), nor an approximate cost estimate/approximate cost rate.

Travel time can be invoiced as working time. Expenses are to be reimbursed in accordance with the applicable rates.

Services are billed monthly according to the status of the work.

7.5 Guarantee

Vertec takes into account the technical and scientific principles of computer science and applies the required care.

If a work result is due, Vertec guarantees that it complies with the specifications. Defects must be reported by the customer immediately. The guarantee period is three months from the handover of the work result. The guarantee claim of the customer is limited to rectification.

8 Subcontractor services

Vertec provides the customer with services that perform certain tasks and makes the output available to the customer for further processing in the Vertec software. Such services may, in particular, use artificial intelligence (AI) systems. This is always done with the involvement of subcontractors.

Vertec applies due care in the design of the services and the selection of subcontractors, but cannot be held responsible for the correctness of the output. It is the responsibility of the customer to verify the output.

9 General provisions

9.1 Cooperation of customer

The customer must provide the conditions which are required so that Vertec can fulfill its contractual duties. In particular, the customer is responsible for:

- procurement and operation of hardware and third-party software that exchanges data with Vertec software (incl. extension responsibility);
- training of its employees in using the Vertec software;
- providing the data to be processed or migrated, together with the assurance that such data is lawfully in the customer's possession; data entry; data transfer and data recovery, unless Vertec has been mandated to migrate customer data; data integrity and compliance with data protection regulations;
- complete, correct, and up-to-date entry of data and settings in the Vertec software: This includes hourly rates, prices, discounts, surcharges, tax and VAT rates; all parameters relevant to calculations, bookings, or invoicing;
- the accuracy and legality of the reports and printouts created by the Vertec software based on the data and settings entered by the customer;
- immediate information in the event of malfunctions and errors in the form specified by Vertec;
- compliance with the rules of use regarding the Vertec software specified by Vertec;
- execution of the work assigned to the customer by Vertec;
- providing and ensuring data communications, internet access and telephony; management of the interfaces/extensions with the telecommunications providers; maintenance of the technical installations for remote maintenance to be installed by the customer;
- in the event that joint project management is administered with a customer's IT system, the customer shall, at all times, grant Vertec access and shall provide Vertec with all the project information managed by it.

9.2 VAT and payment deadline

All prices quoted by Vertec are exclusive of VAT. Invoices from Vertec are payable within ten days.

9.3 Additional work

Additional work is invoiced at the applicable rates according to the time spent. This applies in particular to the elimination of faults which were not caused by Vertec software or which are not reproducible (e.g. faults due to hardware influences, incorrect operation, unauthorized interventions, effects of third-party software, viruses, errors in the data material provided by the customer or by third parties).

9.4 Charging/offsetting

The customer may only charge or offset its own claims with the consent of Vertec.

9.5 License code and license withdrawal

The customer acknowledges that Vertec software is secured by a license code. In the event of default of payment, Vertec is authorized to withdraw the customer's

right to use Vertec software after prior warning until the outstanding amounts have been paid in full. In the event of a violation of the provisions regarding the scope of the license and confidentiality, Vertec may definitively withdraw the customer's right of use.

9.6 Intellectual property rights

Vertec is entitled to all intellectual property rights to Vertec software, to the accompanying documentation and updates of Vertec software, to all features and reports prepared by Vertec for the customer, as well as to all other work results. The customer shall be granted a right of use in accordance with the provisions of these GTC.

9.7 Confidentiality

Both Vertec and the customer pledge to keep secret all business secrets that have come to their knowledge in connection with the contract and its execution, and shall not make them available to third parties, unless they are generally known or are to be disclosed pursuant to a legally-binding official or judicial decision. Vertec is aware that it has the right to refuse to testify in cases involving trade secrets of those bound by professional secrecy and will exercise this right to the extent reasonable. Vertec will also, to the extent reasonable and with the customer's cooperation, defend itself against seizures of the customer's data. Vertec concludes confidentiality agreements with all employees and suppliers who have access to data held by the company. In particular, information about the code and structure of Vertec software shall be deemed to be business secrets of Vertec. This obligation shall apply beyond the end of the contractual relationship.

The customer agrees that Vertec will include the customer as a reference in its sales documents.

9.8 Data protection and information security

Vertec complies with the applicable data protection and security regulations when providing services. In particular, Vertec processes personal data belonging to the customer to which it has access only to the extent and for the purpose necessary for the fulfillment of the contract.

Vertec implements the technical and organizational measures to ensure data protection and information security required for the provision of services in accordance with the legislation and the state of the art. In particular, Vertec is certified according to ISO 27001.

9.9 Liability

Vertec shall only be liable for damages in the event of intent and gross negligence. In the event of ordinary negligence, Vertec shall only be liable for damages resulting from personal injuries.

The aforementioned limitations of liability shall also apply to the legal representatives and vicarious agents of Vertec. The aforementioned limitations of liability shall not apply to claims under the product liability act and insofar as Vertec has assumed a guarantee.

Liability for indirect damage and, in particular, loss of profit is excluded in any case. Furthermore, no liability exists if the defects are due to causes beyond the control of Vertec (in particular force majeure), improper operation or other reasons for which the customer is responsible.

9.10 Force majeure

Force majeure refers to events beyond the control of the parties. Force majeure applies in particular to: disruptions of the public electricity supply, communications infrastructure and transport routes, government measures, virus or hacker attacks, fire, exceptional weather conditions, epidemics, pandemics, nuclear and chemical accidents, earthquakes, war, terrorist attacks, strikes and sabotage. If a party is prevented from fulfilling its contractual obligations due to force majeure, the party concerned shall be relieved of its liability for non-performance as long as the force majeure situation continues. In the event of continuing force majeure, either party may terminate the contract retroactively from the time of the occurrence of the force majeure. Services rendered up to that time shall be remunerated.

9.11 Partial invalidity

Should any provision of these GTC or a contract be invalid, the remaining provisions shall continue to apply. In this case, the invalid provisions shall be replaced by valid ones that are as close as possible to those of the invalid ones.

9.12 Place of jurisdiction and applicable law

Swiss law shall apply. The UN Convention on Contracts for the International Sale of Goods is excluded. The place of jurisdiction is Zurich.