

General Terms and Conditions for Services

These General Terms and Conditions for Services ("Agreement") are entered into between Axperience AG, Gewerbstrasse 12, 8800 Thalwil, Switzerland, ("Axperience"), and Customer and shall become effective upon mutual signature.

1. Services from Axperience

1.1 The Customer may place orders for services with Axperience under this Agreement ("Order"). The Order shall come into effect upon written confirmation by Axperience. Axperience shall provide the services in accordance with the Order either as consultancy service or as work and services ("Consultancy Service" or "Work and Services", or collectively "Services"). The provisions of this Agreement shall apply to all future contracts between the contract partners, even if they do not directly refer to the Agreement.

1.2 Axperience performs Consultancy Services in:

analyses, project management, consultancy, training, coordination, evaluation, strategic planning, preparation of concepts, support with parameterizations or implementations, assistance during acceptance procedures, etc.

Consultancy services are managed and monitored by Customer. Customer alone is responsible for the results obtained with the aid of the advice provided.

1.3 Axperience renders Work and Services in:

Program developments based on detailed specifications and program adaptations.

Work and Services shall be performed under the direction of Axperience, which is responsible for attaining the results in line with the specifications laid down in the corresponding Order.

1.4 Axperience has the right to engage third parties as subcontractors and is responsible for their careful selection, instruction, and supervision.

1.5 Axperience can also perform similar or identical services for other customers.

1.6 The place of performance is the registered office of Axperience, unless otherwise expressly stipulated in the order. As a rule, travel lump sums are agreed. If this is not the case, travelling time is deemed to constitute working hours.

2. Customer's duties to cooperate

2.1 The Customer shall ensure that all duties to cooperate which are needed to perform the Services owed by Axperience are performed in due time and free of charge for Axperience. The Customer is obliged to cooperate actively in performing the Services.

2.2 The duties of cooperation of Customer include the creation of all the preconditions in the operating environment of Customer required to enable the services to be rendered, in particular:

- to inform Axperience about any procedures and circumstances that could be of significance when rendering its services;
- to make available competent employees especially the person responsible for providing binding information, to the extent required;
- to perform coordination work and take decisions in good time tailored to needs;
- to make available, as required, workspaces, suitable IT systems and infrastructure for the employees engaged by Axperience or by any subcontractors in sufficient numbers;
- to make available the necessary telecommunication systems (in particular LANs, WAN, non-switched lines or switched lines);
- to make available computer time (including operating, system usage), test data and data collection capacities whenever required in good time and in sufficient quantities;

- to make available the necessary data, documents and information in good time and of sufficient quality;
- to enable access at any time to the premises required to carry out the activities.

2.3 Delays and additional expenses caused by deficient fulfilment of duties to cooperate will be charged to the Customer and may be additionally invoiced by Axperience based on the applicable hourly rates.

2.4 The Customer shall appoint a person responsible to Axperience for providing binding information.

3. Compensation

3.1 Axperience charges for its Services on a time and material basis in accordance with a separate price agreement. Unless otherwise agreed, our base pricelist shall apply. Different billing models (e.g. fixed price) may be agreed upon in the corresponding Order.

3.2 Unless otherwise stipulated, payments shall be deemed to exclude travel, accommodation and catering expenses and other ancillary expenses incurred by Axperience, such as taxes (in particular VAT), customs duties, or other fees. The Customer will be invoiced separately for these expenses.

3.3 All invoices are payable within 10 days of the invoice date without deductions. The Customer will be deemed to be in arrears without any further warning once the term of payment has expired. Axperience is entitled to invoice statutory interest on arrears and expenses starting from the date such invoice becomes due and payable. If payment claims of Axperience appear to be at risk, services may be suspended or made dependent on advance payments.

3.4 Customer is only entitled to set off claims by Axperience against its own claims if Axperience has provided its written consent or if the claim has been legally established. Customer is not entitled to assign claims against Axperience to third parties without the written consent of Axperience.

4. Dates

4.1 Axperience shall adhere to the stipulated timetable for rendering the Services to the best of its ability. Any deviations from the timetable must be ascertained as early as possible and notified in writing. Any adjustments will be made by mutual agreement.

4.2 If a deadline explicitly and bindingly agreed upon by Axperience cannot be met for reasons attributable to Axperience, Customer shall grant to Axperience a reasonable grace period. If Axperience fails to comply within this grace period, Customer is entitled to completely or partially withdraw from the contract once the second grace period has expired to no avail. Warnings and grace periods issued by Customer shall only be valid if set down in writing. Services (or parts thereof) that have already been essentially rendered as stipulated in the contract and which may be used as such by Customer in an objectively reasonable manner shall be paid in full, subject to any claim of damages available to Customer as a result of such delay.

4.3 A settled deployment plan is binding upon both Parties. It may only be amended by mutual agreement in writing. Cases such as unexpected sickness, accidents or compulsory public services (e.g., military service) or other important reasons affecting deployed employees, which make it impossible to adhere to the deployment plan, constitute exceptions to this provision. Axperience shall strive to replace the missing personnel within a reasonable period but cannot accept any liability for doing so.

- 4.4 If delays in meeting dates are caused by Customer, third parties or force majeure events beyond the sphere of influence of Xperience, such as natural disasters, mobilization, war, insurgency, epidemic/pandemic, accidents, loss of employees through no fault, major breakdowns, labor conflicts, late or mistaken supply deliveries, or regulatory actions (collectively "Force Majeure Events"), the timetable shall be automatically extended by the duration of the hindrance and by a reasonable start-up period once the hindrance no longer exists; provided that Xperience takes all reasonable measures to mitigate the effects of the Force Majeure Events. Except for delays caused by Force Majeure Events and third parties who are not controlled by Customer, Xperience is entitled to invoice the additional expenses demonstrably incurred as a result of the delay in adhering to the timetable.

5. Change Management

- 5.1 During the fulfilment of an Order the contract partners are entitled to propose that changes be made to the agreed scope of services and/or assignment of tasks at any time. The following procedure shall apply:
If Customer wishes to make a change, Xperience shall inform the Customer as quickly as possible in writing stating whether the change is feasible and what its effects will be on the provision of the services, in particular on prices and dates. Likewise, requests for changes by Xperience shall also be as quickly as possible accepted or rejected by Customer. During the examination of proposals for changes, Xperience shall continue its work unless otherwise directed by Customer. Any resulting changes to the timetable shall be deemed accepted by Customer. Every change must be agreed upon in writing and signed by the Parties.
- 5.2 Changes that do not significantly affect the costs and dates of any Individual Contract may be recorded in the associated minutes of the decision by the project manager of Customer and the project manager of Xperience. A corresponding resolution protocol shall be mutually signed.

6. Performance and acceptance

- 6.1 Consultancy services shall be deemed to have been rendered as soon as Xperience has carried out its duties in accordance with the Individual Contract. Documents and evaluations shall be deemed to have been approved if they have been submitted to Customer and if the Customer has not requested that gaps are filled and/or defects are rectified within a period of 14 days. If it turns out that documents and evaluations are not yet complete, they shall be finished or improved by Xperience, and the expenses incurred shall be charged. The services shall be rectified free of charge following a timely notification of the defects only if it can be shown that Xperience has rendered defective consultancy services. In this respect, Customer shall grant Xperience a reasonable grace period. The documents and evaluations shall be deemed accepted upon their productive use by the Customer.
- 6.2 Work and Services shall be deemed rendered as soon as Xperience has completed them according to the specifications laid down in the Order and delivered them to Customer. Following the delivery of the Services, Customer shall promptly confirm to Xperience in writing that they are completed. This confirmation may only be refused if the Work and Services contain errors hindering operation and Xperience is unable to supplement or rectify them after two grace periods, granted in writing, have expired. Errors that do not hinder operation shall be rectified in accordance with the provisions of the warranty. If acceptance is not possible in the foregoing sense, and without waiving its other rights or remedies, the Customer is entitled to either withdraw from the Order or to request a reduction in the remuneration corresponding to the reduced value of the Work and Services in question. If Customer fails to provide any confirmation within ten working days of delivery, the Work and Services shall be deemed accepted. If Customer makes complete or partial use of the results of

the Work and Services without carrying out the acceptance procedure in question, the corresponding Work and Services shall likewise be deemed accepted without the need for an acceptance report.

7. Warranty

- 7.1 Xperience shall render consultancy services with due care and with due regard to the generally accepted principles applicable to the field of activity in which the corresponding consultancy services are rendered.
- 7.2 In the case of Work and Services, Xperience warrants that the work results delivered to the Customer on the delivery date correspond to the performance criteria specified in the Order. Xperience is unable to guarantee that the work results delivered by it will be usable without interruptions and errors in every possible deployment configuration. Xperience warrants that when work and services are rendered no third-party proprietary rights will be infringed consciously.
- 7.3 If the contact persons of Customer notify defects, i.e. deviations from the specified performance criteria as soon as they are detected, in any case no later than 30 days of acceptance, in writing and sufficiently backed up by documentation, Xperience shall, at its sole expense, rectify such defects as quickly as possible. Remedying can be provided in the form of telephone support or by bringing in new code or by delivering the next available release or update. The Customer shall support Xperience free of charge in remedying defects.
- 7.4 If, despite repeated efforts, Xperience is unable to rectify the defects in the Work and Services notified correctly, or if this significantly reduces or precludes the usability of the defective Work and Services in comparison to the specifications in the Order, the Customer must set two reasonable extensions periods for Xperience in writing and shall be entitled to withdraw from the Order in question after these periods pass without success. In the case of errors that do not hinder operation, the Customer is entitled to demand a corresponding reduction in the fee payable for the work results in question in proportion to the reduced value. Any other warranty of Xperience is hereby explicitly excluded, especially redelivery and payment of costs if defects are remedied by third parties. If claims based on errors are asserted, Xperience will not have liability for such errors to the extent that such errors are attributable to the specifications furnished by the Customer, to its system environment or to the way in which they are used. Xperience shall assist in the search for the causes of the errors on a gratuitous basis provided Xperience is responsible for the errors. This provision 7 is deemed to conclusively govern the warranty furnished by Xperience and the legal remedies available to the Customer.
- 7.5 Xperience shall indemnify and defend the Customer against any claim asserted for violations of proprietary rights in connection with its use of the work results as stipulated in the Order provided the Customer notifies it within 30 days in writing and allows Xperience to engage in any legal proceedings or conduct any negotiations for the settlement in court or out of court of the legal dispute. Subject to these conditions, Xperience shall pursue the legal action at its own expense and shall also pay any compensation awarded to third parties with legally binding force.
- 7.6 If it is established in a legal judgment or according to the assessment of Xperience that third-party proprietary rights have been infringed, Xperience is entitled to carry out changes at its own expense in order to resolve the infringement of proprietary rights or acquire the corresponding rights. If these measures fail to achieve their objective and the infringement of proprietary rights is established in a legal judgment, Xperience shall compensate the Customer for the loss of the right of use of work by reimbursing the payments made (after deducting any depreciation customary in commerce during their useful life).

- 7.7 Axperience shall be released from the foregoing obligations described as per Number 7.5 and 7.6 if a claim relating to a violation of proprietary rights is based on the fact that the results of the Services rendered have been altered by the Customer or by third parties not authorized by Axperience or if the services rendered are used under conditions that differ from the specified deployment conditions.
- 7.8 The Customer is not entitled to assert any further claims against Axperience above and beyond these provisions.

8. Liability

- 8.1 Axperience's liability for personal injury is unlimited. Liability for direct damage that Axperience is at fault for causing in performance of an Order is limited per order to a maximum of 20 % of the compensation under the Order, up to a maximum of CHF 50,000. For continuing obligations, such as support services, this liability is limited to 20 % of the fees paid for the last 12 months prior to the act causing the damage. In the case of shorter continuing obligations (less than 12 months), the fees paid during the entire period of performance shall be decisive.
- 8.2 Any liability of Axperience or its agents for other or further claims and losses, in particular claims for compensation for indirect or consequential damages, consequential damages caused by a defect, third-party claims, lost profits, lost savings, loss of earnings, or loss of data - regardless of legal reason - is expressly excluded.
- 8.3 Any further mandatory statutory liability (e.g. Art. 100 para. 1 CO, Art. 8 Swiss Product Liability Act) shall remain reserved.

9. Property Rights

- 9.1 Unless expressly agreed otherwise in the Order, the Customer shall be granted an unlimited, non-exclusive right of use for its own purposes to all work results and/or documents and evaluations developed for it in written and/or machine-readable form (including documentation, templates, lists or other program documents as well as programs on data carriers). The intellectual property rights, in particular the copyright, shall remain with Axperience. Axperience shall be entitled to use for any purpose ideas, concepts, experience or methods relating to information processing that are developed during the performance of Services, by Axperience alone or in conjunction with the Customer.
- 9.2 The Customer assures Axperience that it will only render accessible those documents in order to fulfil the Order that the Customer is entitled to disclose.

10. Confidentiality

- 10.1 Either party may receive or have access to technical information, information about product plans and strategies, promotions, customers and related technical, financial or business information which the disclosing party considers to be the confidential information of that party or its third party contractors, suppliers or customers ("Confidential Information").
- 10.2 The Confidential Information shall be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, be designated as confidential in a written notification by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure. The provisions of these Agreement as well as any Order shall constitute Confidential Information independent of the aforementioned requirements.
- 10.3 Confidential Information may be used by the receiving party or any of its group companies only with respect to the performance of their obligations under these Agreement and/or the respective Order, and only by employees, agents or contractors who have a need to know such information for purposes of these Agreement or an Order. The receiving party or any of its group companies will protect, and shall ensure that their employees, agents and

contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party would use to protect its own confidential information of a like nature.

- 10.4 The receiving party's confidentiality obligation pursuant to Section 10.3 shall be valid for a period of three (3) years after the date of disclosure, subject to any more extensive confidentiality obligations as may be provided by law.
- 10.5 The confidentiality obligation of the parties will not extend to information that:
1. at the time of disclosure was already in the receiving party's possession or in possession of a group company of the receiving party; or
 2. is or becomes publicly known without breach by the receiving party or the receiving party's group company; or
 3. is rightfully received by the receiving party or a group company of the receiving party from a third party without a duty of confidentiality; or
 4. is independently developed or learned by the receiving party or receiving party's group company; or
 5. is disclosed by Customer to other group companies for the purpose of promoting the Services, insofar as such disclosure is necessary for this purpose; or
 6. is disclosed by the receiving party upon written consent by the disclosing party.
- 10.6 Section 11 remains reserved.

11. Data Protection

- 11.1 The Parties agree to take all necessary steps to ensure that if personal data is processed by Axperience on behalf of the Customer in the performance of an Order, the European data protection provisions and the Swiss Data Protection Act.
- 11.2 The Customer acknowledges that Axperience may export personal data provided to Axperience in the context of the provision of this Agreement, the provision of Services to its affiliates and contractors located in territories outside of Switzerland and/or the European Economic Area, if in Axperience' reasonable opinion it is necessary to do so in connection with the performance of the relevant Services. Where it does so, Axperience will ensure that any such exported personal data continues to be processed in accordance with the Swiss and European data protection laws applicable to it prior to such export and in compliance with the requirements of safeguards deemed adequate by the applicable authorities.

12. Data Backup by the Customer

- 12.1 If an Order involves Services or Work and Services by Axperience on or with IT equipment belonging to the Customer, the Customer is obliged to ensure on behalf of Axperience in good time before the work commences and during the work that the data has been backed up, i.e. that the data recorded can be recovered in the event of its destruction, loss or corruption with a reasonable amount of time and effort from machine-readable data carriers.

13. Term and Termination

- 13.1 This Agreement shall come into force on the Effective Date and shall be valid until terminated by either party in writing to the end of a calendar month with 30 days' written notice. Such a termination does not affect existing Orders and all provisions of this Agreement which by their nature survive such termination shall remain effective until their completion.
- 13.2 Any Order for Consultancy Services may be terminated by either party to the end of a calendar month with 30 days' written notice. Any termination without compliance with such notice period shall be deemed to be untimely. Orders regarding Work and Services may only be

terminated by the Customer under Axperience's full indemnification.

- 13.3 Each party may immediately terminate an Order for Consultancy Services at any time if the other party, despite of a written reminder, remains in breach of the duties under such Order or if the Customer has defaulted on its payments. The Customer has no right of reimbursement for payments regarding rendered Services (or parts thereof). The right to claim damages remains reserved.

14. Miscellaneous

- 14.1 Modifications, amendments and supplements of this Agreement or any Order shall be made in writing and be duly signed by authorized officers of both parties. The parties agree that this is the full and complete understanding and that they do not rely on any other written or oral representations or side agreement, except as specifically provided for in an Order.
- 14.2 Equivalent to the written form are signatures in electronic form (e.g. Skribble, DocuSign, DeepSign or AdobeSign or with an electronic scan of the signature), which are delivered by post, courier or e-mail. The part of the contract signed and delivered in this way is deemed to have been duly executed and validly delivered and is valid and effective for all purposes.
- 14.3 Should any provision of this Agreement or any Order turn out to be contrary to law and thus void, this Agreement or the affected Order shall nevertheless continue in force and the void provision shall be replaced by mutual consent with a valid and enforceable provision that is commercially as similar to the original provision as legally possible.
- 14.4 Neither this Agreement nor any rights granted hereunder to Customer shall be assigned to any third party without the prior written consent of Axperience. The same shall apply for any Orders.

- 14.5 Failure of either party to insist upon strict adherence to any term of this Agreement or any Order shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement or any Order. Any waiver must be in writing.

- 14.6 Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

- 14.7 Customer grants Axperience the right to use Customer's name in a reference list for advertising purposes; either in combination with a description of the provided Services or stand-alone. Customer will endeavor on a best effort basis to get consent of its own customer ("End-Customer") on Axperience's use of End-Customer's name in a reference list for advertising purposes, if the Services were provided for an End-Customer. Customer will inform Axperience as soon as such consent by End-Customer was received.

15. Applicable Law and Jurisdiction

- 15.1 This Agreement and any Order shall be construed under and governed by the laws of Switzerland without reference to its conflict of law rules and principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.
- 15.2 It is the express decision of the parties that any controversy or dispute which may arise between them concerning this Agreement or any Order which cannot be settled amicably shall be submitted exclusively to the Court in Zurich (Zurich 1; Switzerland). The right of appeal to the Swiss Federal Court is being reserved.