

Terms of Use and General Terms and Conditions

These Terms of Use and General Terms and Conditions of Datapetal GmbH, Hagenholzstrasse 81A in 8050 Zurich (hereinafter "**Provider**" or individually "**Party**") consist of two parts: (I) the **Terms of Use** for accessing and using the Provider's Website and (II) the **General Terms and Conditions**, including annexes, for the use of the Provider's Software-as-a-Service services (hereinafter "**SaaS-Services**"). The General Terms and Conditions, apply in addition to the Terms of Use, as soon as the user or customer (hereinafter "**User**" or individually "**Party**" and together with the Provider "**Parties**") creates a user account to access the SaaS-Services.

Terms of Use

By accessing the website Datapetal.ai and its pages (hereinafter "**Website**"), the User declares that they have read and accepted the Terms of Use and legal information related to the Website and its contents. If the User disagrees with the Terms of Use, they must refrain from accessing the Website.

1. No Offer

The information published on the Website is for the User's information only. By using such information no contractual relation is established between the User and the Provider. A contractual relationship is established only when a user account is created (cf. Section **Error! Reference source not found.** SaaS-GTC). The information on the Website is wholly descriptive, and the services described may not be available to or suitable for the User.

2. Accuracy of Information

Although the Provider has taken all reasonable care that the information published on the Website was accurate at the time of publication, no representation or warranty (including liability towards third parties), expressed or implied, is made that the

information and opinions expressed on the Website are accurate, complete or up to date. Information on the Website may change at any time without notice. The publication of content on the Website does not guarantee that the information or its foundation remains unchanged since its creation.

3. No Warranty

The information and opinions published on the Website are provided without any warranty of any kind, either expressed or implied, to the fullest extent permissible pursuant to applicable law. The Provider further assumes no responsibility for, and makes no warranties that, functions contained on the Website will be uninterrupted or error-free, that defects will be corrected, or that the Website or the servers that make it available will be free of viruses or other harmful components.

4. Disclaimer

Any liability of the Provider (including negligence to the extent permitted by law) for damages or consequential damages resulting from the use of or access to the elements of the website or links to third-party websites (or from the inability to use or access) is excluded. Additionally, the Provider is not responsible for any tampering with the User's system by third parties.

5. Links to other Websites

The Provider has not reviewed any of the websites which link to the Website, and is not responsible for the content of off-site pages or any other websites linked from or linking to the Website. Following links to any off-site pages or other websites shall be at your own risk.

6. No Data Security

When the User accesses the Website, their data is transmitted over an open network accessible to the public. As a result, data may be transferred across borders, even if the User or Provider is based in Switzerland. This carries the risk that the data could be intercepted and viewed by third parties, potentially allowing them to infer details about any current or future business relationship between the User and the Provider.

The User further acknowledges that the information transmitted to the Provider via electronic means, such as email, SMS, contact forms, etc., or provided by the Provider, is typically not encrypted. Even if the transmission is encrypted, the sender and recipient details remain unencrypted. As a result, third parties may potentially infer information about any existing or future business relationship with the Provider.

The User should be aware that email communication is not confidential or secure due to technical limitations. The Provider is currently unable to safeguard any trade secrets transmitted via email. Therefore, the User should refrain from sending confidential information to the Provider via email.

7. Intellectual Property

All intellectual property rights to the Website are the exclusive property of the Provider.

8. Safeguarding Business Secrets

The Provider explicitly warns of the risk of viruses and the potential for targeted hacking attacks. To protect against viruses, it is recommended to use up-to-date browser versions and regularly updated antivirus software. Emails from unknown sources and unexpected attachments should not be opened.

9. Data protection

Personal data is processed in accordance with the Provider's privacy policy, which is available at <https://datapetal.ai/privacy-policy>. Please note that the privacy policy is not an integral part of this agreement.

10. Modification of the Terms of Use

The Provider reserves the right to modify the Terms of Use at any time. The updated terms will be posted on the Website and will take effect as of the publication date.

I. General Terms and Conditions

1. General Terms

- 1.1. These General Terms and Conditions (hereinafter "**SaaS-GTC**") apply in addition to the Terms of Use when a User uses the Provider's SaaS-Services. To use the services, the User must create a user account and select one of the available payment models by submitting an Order Form (hereinafter "**Order Form**"). To create a user account and submit the Order Form, the User must explicitly consent to the SaaS-GTC.
- 1.2. The SaaS-GTC shall also apply mutatis mutandis if a User can use the SaaS-Services free of charge to a limited extent as part of a test phase.
- 1.3. The Order Form, these SaaS-GTC and the annexes referred to herein together form the agreement between the Provider and the User (hereinafter "**Agreement**").
- 1.4. The SaaS-GTC shall always be attached whenever an agreement references them. Additionally, the most current version of the SaaS-GTC is always available on the Provider's website and supersedes all previous versions.

2. Services

2.1. General

- 2.1.1. The Provider operates the software "Datapetal" (hereinafter "**Software**"), which enables the generation of analyses from technical documents using AI-supported processes. In connection with this, the Provider offers the User the SaaS-Services specified in Annex 1. These services can be accessed and independently utilized by the User through their user account.
- 2.1.2. As part of its SaaS-Services, the Provider shall:
 - a) provides the User with access to the current version of the Software;
 - b) enable the User to download documents generated by the Software in the specified file formats;
 - c) deliver support services according to the Service Level Agreements

(hereinafter "**SLA**") in Annex 2
(hereinafter the "**Support Services**")

- 2.1.3. For this purpose, the Provider hosts the Software on a server accessible to the User via the Internet.
- 2.1.4. The use of the SaaS-Services and the Software is subject to these SaaS-GTC and is contingent upon the User's timely payment of the fees specified in Annex 3 (hereinafter the "**Fees**").

2.2. User Account

- 2.2.1. To access the Software and SaaS-Services and to purchase Transaction Units, the User must register on the Website with their personal details and create a user account. A user account is not required for general access to the Website.
- 2.2.2. Users must be at least 18 years old or have reached the age of majority in their jurisdiction to create a user account. By registering, the User confirms compliance with this requirement.
- 2.2.3. The User is responsible for keeping their access credentials confidential and implementing measures to prevent unauthorized access. The User must also promptly notify the Provider if the security of their account is compromised. If the User's access data is misused by third parties, the User will be held accountable as if the actions were their own. All emails or other communications originating from the User's email address or account will be considered as coming from the User. In cases of suspected misuse or unauthorized access, the Provider reserves the right to temporarily suspend or permanently block access to the user account. Additionally, the Provider reserves the right to refuse registration or delete a user account at any time, without providing a reason.
- 2.2.4. Upon creating a user account, the User will receive a limited number of Transaction Units free of charge. Additional Transaction Units may be purchased for a fee.

2.3. Payment models

The User may select from a variety of payment models, each varying based on duration, number of usage licenses, and the quantity of Transaction Units (see [Annex 3](#)).

2.4. Support and Upgrades

2.4.1. During the Term (see Section 9) the Provider continuously monitors the functionality of the Software and immediately eliminates all Software errors as far as technically possible and therefore provide the Support Services to the User, and may apply Upgrades (as defined below in Section 6 of [Annex 2](#)) to the Product, in accordance with the SLA set out in [Annex 2](#).

2.4.2. The Provider may, at its sole discretion, engage third parties (hereinafter "**Subcontractors**") to deliver the SaaS-Services and the Software, including support services without requiring the User's consent.

3. User Rights and Obligations

3.1. Use of Services by User

3.1.1. Subject to the User's compliance with the Agreement and payment of the applicable Fees, the Provider hereby grants the User a worldwide, non-exclusive, non-transferable and limited licence to use the Software and the SaaS-Services solely for the purposes specified in [Annex 1](#) of these SaaS-GTC (hereinafter the "**Permitted Purpose of Use**") for the duration of the Term of the Agreement.

3.1.2. The use of the SaaS-Services by the User shall be subject to the following licensing provisions:

- a) The User may only use the SaaS-Services and Software for their intended purpose;
- b) The User must not and agrees not to:
 - (i) copy or reproduce the SaaS-Services and the Software or any part of it other than in accordance with the licence granted in the Order Form and/or these SaaS-GTC;

- (ii) sell, sub-license, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the SaaS-Services and the Software or any part of it;
 - (iii) modify, alter, adapt, translate or edit, or create derivative works of the SaaS-Services and the Software or any part of it;
 - (iv) reverse engineer, decompile, disassemble the SaaS-Services and the Software or any part of it (except as mandated by applicable law);
 - (v) use the SaaS-Services and the Software other than in accordance with the Provider's instructions;
 - (vi) use the SaaS-Services and the Software in any way that is unlawful, illegal, fraudulent or harmful or use it in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (vii) use the SaaS-Services and the Software in any way that causes, or may cause, damage to the SaaS-Services and the Software or impairment of the availability or accessibility of it, or any of the areas of, or services on, the SaaS-Services and the Software; or
 - (viii) circumvent or remove or attempt to circumvent or remove the technological measures applied to the SaaS-Services and the Software for the purposes of preventing unauthorised use.
- c) the SaaS-Services and the Software may only be used by the employees, agents and sub-contractors of the User;
 - d) the User must not and agrees not to sub-license its right to access and use the SaaS-Services and the Software or allow any unauthorised person to access or

use the SaaS-Services and the Software.

- 3.1.3. The User has no right to directly or indirectly access the source code of the SaaS-Services and the Software, either during or after the Term.
- 3.1.4. The User shall use all reasonable endeavours to ensure that no unauthorised person will or could access the SaaS-Services and the Software using the User's account.
- 3.1.5. It is the User's responsibility to ensure and comply with internal policies, union contracts as well as legal requirements of the respective countries regarding the privacy protection of individual employees.
- 3.1.6. The User agrees to ensure that access to the SaaS-Services and the Software is strictly restricted to persons authorised to use it.

3.2. Duty to cooperate

- 3.2.1. It is the User's sole responsibility to provide the IT systems required to process data with the SaaS-Services and the Software.
- 3.2.2. The User will ensure that all instructions in relation to the Agreement and the use of the SaaS-Service and the Software will be given by a duly authorized representative of the User to the Provider.
- 3.2.3. The Provider:
 - a) may treat all such instructions as the fully authorised instructions of the User; and
 - b) will not comply with any other instructions in relation to the Agreement without first obtaining the consent of an User representative.

4. Fees

- 4.1. The User shall pay the Fees as specified in the Order Form and [Annex 3](#).
- 4.2. If the User fails to make any payment when due, the Provider may charge interest on the overdue amount at an annual rate of 5 %, accruing daily and compounded quarterly. In addition, the Provider reserves the right to terminate

this Agreement immediately, without prejudice to the termination rights outlined in Section 9 of these SaaS-GTC.

- 4.3. The Provider may suspend access to the Software and the provision of the SaaS-Services if any amounts due remains unpaid for more than [thirty] (30) days. During such a suspension, the User remains fully liable for all Fees and is not entitled to claim any refunds or compensations.

5. Intellectual Property

5.1. Ownership of SaaS-Services and Software

- 5.1.1. The Provider retains all intellectual property rights to its Software and SaaS-Services, including any updates, enhancements, and modifications thereto.

5.2. User Source Documents

- 5.2.1. The intellectual property rights to the design and process descriptions submitted by the User for review remain unaffected. The Provider makes no claim to the intellectual property rights of these documents.
- 5.2.2. The User grants the Provider a non-exclusive right to use the Source Documents for the purpose of delivering the SaaS-Services. This includes, but is not limited to, the right to temporarily store, modify, edit, translate, and transfer the Source Documents. Additionally, the Provider may sublicense these rights to subcontractors as necessary to fulfill the contractually agreed services.
- 5.2.3. The User warrants that the documents provided to the Provider do not infringe upon the intellectual property rights of any third parties in the context of the services delivered by the Provider.
- 5.2.4. The Provider warrants that it will not use any of the User's source documents to train or enhance machine learning models.

5.3. Documents created by the User through the SaaS-Services

5.3.1. The Provider does not claim any intellectual property rights to documents created by the User through the SaaS-Services. The User retains exclusive rights to use, reproduce, and modify the processed documents. If the Provider's contributions to such documents are subject to copyright, the Provider grants the User an exclusive, transferable, sub-licensable, worldwide, and perpetual license to use the edited documents for any existing or future purposes, including the right to modify and create derivative works.

5.4. Improvements and Know-how

5.4.1. All improvements, modifications, and enhancements that are developed by the Provider to the SaaS-Services or Software, based on feedback or analysis of the User's usage behavior, remain the sole and exclusive intellectual property of the Provider. This includes, but is not limited to, the development of new algorithms and the enhancement to machine learning models. The User acknowledges that no rights to these improvements, modifications, or enhancements are acquired through their use of the Provider's Software or SaaS-Services.

6. Warranties

6.1. The User warrants to the Provider that:

- a) it has the legal right and authority to enter into and perform its obligations under the Agreement;
- b) it has to check its data and information for viruses or other harmful components before entering them into the Software and to use state-of-the-art virus protection programs;
- c) it will use the SaaS-Services and the Software strictly in compliance with any law and the conditions set forth in the Agreement.

6.2. The Provider warrants to the User that:

- a) it has the legal right and authority to enter into and perform its obligations under the Agreement;
- b) it is the owner of the SaaS-Services and the Software and, to the Provider's present knowledge, the SaaS-Services and the Software does not infringe upon any third-party patent, copyright, trademark, trade secret or other intellectual property right;
- c) it will perform its obligations under the Agreement with reasonable care and skill.

6.3. The User acknowledges that:

- a) complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the SaaS-Services and the Software will be wholly free from such defects, errors and bugs;
- b) complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, the Provider gives no warranty or representation that the SaaS-Services and the Software will be entirely secure;
- c) The Provider does not warrant or represent that the SaaS-Services and the Software will be compatible with any application, program or software not specifically identified as compatible; or
- d) the SaaS-Services are delivered through automated, computer-controlled processes, with no human review conducted by the Provider.
- e) All warranties and representations by the Parties relating to the subject matter of this Agreement are expressly stated within its provisions. To the fullest extent permitted by applicable law, no additional warranties or representations, whether expressed or implied, shall be deemed to form part of this Agreement.

7. Limitations and exclusions of liability

7.1. Nothing in the SaaS-GTC will:

- a) limit or exclude the liability of a Party for death or personal injury resulting from negligence;
- b) limit or exclude the liability of a Party for fraud or fraudulent misrepresentation by that Party;
- c) limit any liability of a Party in any way that is not permitted under applicable law; or
- d) exclude any liability of a Party that may not be excluded under applicable law.

7.2. The Provider will not be liable:

- a) in respect of any loss of profits, income, revenue, use, production or anticipated savings;
- b) for any loss of business, contracts or commercial opportunities;
- c) for any loss of or damage to goodwill or reputation;
- d) in respect of any loss or corruption of any data, database or software;
- e) in respect of any special, indirect or consequential loss or damage; and
- f) for any losses arising out of a Force Majeure Event, a "**Force Majeure Event**" meaning an event, or a series of related events, that is outside the reasonable control of the Party affected (including for instance failures of or problems with the Internet or a part of the Internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third-party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars etc.) and which by the exercise of reasonable diligence the Party affected was unable to prevent; and
- g) for data breaches, even if all reasonable countermeasures

have been implemented by the Provider.

Specifically, the Provider disclaims any liability for the accuracy and reliability of the results generated by the SaaS-Services and Software.

8. Confidentiality and publicity

8.1. The Provider covenants to keep confidential and not disclose the User information that is marked confidential (hereinafter "**User Confidential Information**") to any person save as expressly permitted by the Agreement. For the sake of clarity, nothing in this Section shall restrict the Provider in engaging third-party providers (for example third-party Internet service providers).

8.2. The User covenants to keep confidential and not disclose any information disclosed (whether in writing, orally or otherwise) by the Provider to the User (hereinafter "**Provider Confidential Information**") save as expressly permitted by the Agreement.

8.3. Confidential information of a Party may be disclosed by the other Party to that other Party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the confidential information disclosed.

8.4. The obligations set out in this Section shall not apply to:

- a) confidential information that is publicly known (other than through a breach of an obligation of confidence);
- b) User Confidential Information that is in possession of the Provider prior to disclosure by the User, and Provider Confidential Information that is in possession of the User prior to disclosure by the Provider;
- c) User Confidential Information that is received by the Provider, and Provider Confidential Information that is received by the User, from an independent third-party who has a right to disclose the relevant confidential information; or

- d) confidential information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the Party subject to such disclosure requirement must where permitted by law give to the other Party prompt written notice of the disclosure requirement.

8.5. Neither Party will make any public disclosure relating to the conditions of the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other Party.

9. Term and Termination

- 9.1. The Agreement is concluded for the term applicable to the payment model selected in the Order Form, in accordance with Annex 3 (hereinafter and previously referred to as "**Term**").
- 9.2. In the event of an extension of the Term, either Party can terminate the Agreement in accordance with the provisions associated with the selected payment model, as outlined in Annex 3.
- 9.3. Either Party may terminate the Agreement immediately by giving written notice to the other Party if the other Party:
 - a) commits any breach of any term of the Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other Party fails to remedy the breach within thirty (30) days of receipt of a written notice requiring it to do so; or
 - (iii) persistently breaches the terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).
 - b) the other Party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;

- (iii) is or becomes unable to pay its debts as they fall due;
- (iv) is or becomes insolvent or is declared insolvent; or
- (v) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under the Agreement).

10. Effects of termination

- 10.1. Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Sections 5, 8, 10 and 10.2 of these SaaS-GTC.
- 10.2. Termination of the Agreement will not affect either Party's accrued liabilities and rights as at the date of termination.
- 10.3. All property belonging to the Provider shall be returned. The Provider shall return to the User all data in its possession belonging to the User.
- 10.4. After termination of the Agreement, the Provider shall make the data created by the User available to the User to download them within three (3) weeks. The data will be provided in a secure format.
- 10.5. Within one (1) week after the User has downloaded the data, but no later than three (3) months after termination of the Agreement, the Provider will completely delete all data stored by the User on its servers.

11. Force Majeure Event

- 11.1. Where a Force Majeure Event gives rise to a failure or delay in either Party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be

suspended for the duration of the Force Majeure Event.

- 11.2. Neither Party shall be liable for any delay or non-performance under this Agreement caused by any event beyond its reasonable control provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this Agreement.
- 11.3. A Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement, will:
 - a) immediately notify the other Party; and
 - b) will inform the other Party of the period for which it is estimated that such failure or delay will continue.
- 11.4. If the Force Majeure Event continues for at least twenty (20) days, the Party not subject to the Force Majeure Event may terminate this Agreement by notice in writing to the other.
- 11.5. The affected Party will take reasonable steps to mitigate the effects of the Force Majeure Event.

12. Amendments and applicable laws

- 12.1. The Provider reserves the right to modify the SaaS-Services and the Software at any time. Significant changes to functionality will be communicated in writing (e-mail is sufficient) in advance and may trigger a right of termination as outlined in Section 9.
- 12.2. The Provider may update these SaaS-GTC at any time without providing a reason. The revised SaaS-GTC will be communicated to the Customer in writing at least 30 days before they take effect and may trigger an extraordinary right of termination in accordance with Section 9.
- 12.3. The Provider reserves the right to adjust fees at any time. For existing contracts,

the revised fees will take effect only upon the next renewal.

13. Miscellaneous

- 13.1. No breach of any provision of the Agreement will be waived except with the express written consent of the Party not in breach.
- 13.2. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be considered duly given only if delivered personally or sent via email.
- 13.3. If a provision of the Agreement is determined by any court or other competent authority to be unlawful, invalid and/or unenforceable, the other provision of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted). The Parties commit themselves to substitute the ineffective provision with one that most closely reflects the economic intention of the ineffective provision. The same applies to unintentional gaps in the Agreement.
- 13.4. Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the Parties.
- 13.5. Amendments to the order form and any ancillary agreements between the Provider and the User shall only be valid if made in writing.
- 13.6. The User may not assign any or all of its contractual rights and/or obligation without the prior written consent of the Provider.
- 13.7. The User hereby agrees that the Provider may freely assign any or all of its contractual rights and/or obligations under the Agreement to any affiliate or

any successor to all or a substantial part of the business of the Provider from time to time.

- 13.8. Neither Party will, without the other Party's prior written consent, either during the Term of the Agreement or within six (6) months after the date of effective termination of the Agreement, engage, employ or otherwise solicit for employment any employee, agent or contractor of the other Party who has been involved in the performance of the Agreement.
- 13.9. Each Party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that Party's power, which are necessary to enable the Parties to exercise their rights and fulfil their obligations under the Agreement.
- 13.10. This Agreement is made for the benefit of the Parties and is not intended to benefit any third-party or be enforceable by any third-party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third-party.
- 13.11. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the Parties .
- 13.12. This Agreement will be governed by and construed in accordance with the substantive laws of Switzerland excluding its conflict of law provisions and excluding the United Nations Convention on the International Sale of Goods (CISG); and the exclusive place of jurisdiction is Zurich, Switzerland. The Provider may chose as alternative place of jurisdiction any competent court of justice worldwide.

Annex 1- Description of Software and System Requirements

1. General description

The Provider's Software leverages artificial intelligence (AI) to enhance the productivity of engineers and developers. Its core functionality is the automated generation of content for error analysis through a multi-stage process. Using the design or process description documents provided, the Software generates detailed and accurate error modes.

As part of the analysis, the Software extracts key components, functions, potential error modes, causes, and effects from the input data. Additionally, it recommends methods for identifying, mitigating, and preventing the identified faults. The User can actively control the generation process by intervening, such as by adding or removing error modes.

2. Updates

The Provider commits to regularly updating the Software to maintain functionality, security, and technical compatibility. Updates may include new features, bug fixes, or performance improvements. The User is responsible for ensuring that the necessary technical requirements for installing and using updates are met.

3. System Requirements

The Provider does not guarantee the Software's compatibility with third-party applications, programs, or software that have not been explicitly designated as compatible, nor its error-free operation in unsupported system environments.

To use the Software, the User needs a device with an updated browser and internet access.

Annex 2 - Service Level Agreement (SLA)

1. Service Availability

The User acknowledges that constant availability of the SaaS-Services is not technically feasible. The Provider will make reasonable efforts to ensure the services are available in line with current technological standards and to minimize interruptions. However, the Provider cannot guarantee uninterrupted and continuous (technical) availability. Specifically, maintenance, security, or capacity issues, as well as events beyond the Provider's control (e.g., force majeure), may cause disruptions or temporary suspensions of the services. The Provider will strive to minimize the frequency and duration of such interruptions or limitations.

2. Helpdesk

The Provider will use commercially reasonable efforts to make available an email helpdesk facility (hereinafter "**Helpdesk**").

The Provider commits reasonable internal resources to offer adequate support to the User, however without any guarantee of results.

The User must make all requests for Support Services through the Helpdesk at contact@datapetal.ch.

2.1. Response Times

The Provider will use reasonable endeavours to respond to requests for Support Services made through the Helpdesk as swiftly as possible and within the following response times. All requests with respect to the Software shall be prioritized based upon the severity of the problem:

Level	Description
1	Issue affects all or at least core functionality of the Software preventing the User from carrying out core business processes.
2	All other issues with the SaaS-Services with the core functionalities being usable.

2.2. Resolution Times

The Provider will use reasonable endeavours to resolve issues raised by the User through the Helpdesk as swiftly as possible taking into account the severity of the incident, it being understood, however, that the Provider cannot guarantee resolution times.

3. Limits on Support Services

The Provider shall have no obligation under the Agreement to provide Support Services in respect of any fault or error caused by:

- a) the improper use of the SaaS-Services by the User; or
- b) the use of the SaaS-Services otherwise than in accordance with the terms of the Agreement.

4. Additional Support

The Provider is available to provide additional support services, such as training, upon the User's request. These services are not included in the scope of the contractually agreed SaaS-Services and will be billed separately based on a separate agreement.

5. Upgrades

The User acknowledges that from time to time during the Term of the Agreement the Provider may, in its sole discretion, apply Upgrades to the Software or the SaaS-Services, "**Upgrade**" meaning new versions of, and updates to the Software or the SaaS-Services, whether for the purposes of fixing an error, bug or other issue

or enhancing the functionality of the Software or the SaaS-Services. The User acknowledges that such Upgrades may result in changes the appearance and/or functionality of the Software or the SaaS-Services.

The Provider will give to the User prior written notice of any significant Upgrade to the Software or the SaaS-Services. Such notice shall include details of the specific changes to the functionality of the Software or the SaaS-Services resulting from the application of the Upgrade.

6. Maintenance

The Provider may suspend its SaaS-Services in order to carry out scheduled maintenance.

The Provider must give to the User at least three (3) days' written notice of a scheduled maintenance, including full details of the expected Downtime.

The Provider will make every effort to ensure no disruption during maintenance. Nevertheless, access to the Software and the SaaS-Services may be limited or even suspended.

7. Data Storage

7.1. Operational Data Storage

Data is stored at rest using 256-bit Advanced Encryption Standard (AES) encryption by Microsoft Azure's Storage Service Encryption. The system is operated in Microsoft Azure's ISO 27001-certified data centres, in particular in the Azure Switzerland North region. Azure SQL is used for database storage, with data protected by Transparent Data Encryption (TDE) and log files using AES and Triple Data Encryption Standard (3DES) encryption algorithms.

7.2. Operational Data Transport

All communication between the application and internal or external components (e.g. web browsers) are protected by SSL encryption.

8. Data Backups

Backups are performed on a rolling basis in the following intervals:

- hourly

Historical backups are stored as follows:

- hourly backups are kept on a rolling basis of a 7-day history

All backups are stored using best-in-class 256-Bit-AES-Encryption with Microsoft Azure's Storage Service

Annex 3 – Fees and Payment Models

1. General

The SaaS-Services are accessed through the use of Transaction Units, which can be purchased after creating a user account. Transaction units grant the user access to the SaaS services, with the number required for each order depending on its complexity and the computing resources needed. Larger design or process descriptions and more complex processing characteristics—such as a greater number of components or error modes—will require more Transaction Units.

To control costs, the User may set spending limits. Once purchased, Transaction Units are non-refundable.

2. Payment models

The User can select one of the following payment models via the Order Form:

2.1. Expert model:

The Expert Subscription costs CHF 7'840,00 (plus VAT) per year and provides single user access and 50'000 Transaction Units per year.

The Team Subscription requires a minimum term of 12 months and is automatically renewed for an additional 12 months unless cancelled with a notice period of 30 days before the end of the minimum term or the applicable renewal period.

2.2. Team Subscription

The Team Subscription costs CHF 31'360,00 (plus VAT) per month and includes the use of 5 user accounts and 250'000 Transaction Units per year.

The Team Subscription requires a minimum term of 12 months and is automatically renewed for an additional 12 months unless cancelled with a notice period of 30 days before the end of the minimum term or the applicable renewal period.

2.3. Enterprise Subscription

The Enterprise Subscription can be negotiated individually and includes at least 10 user accounts and 500'000 Transaction Units per year per account.

The Enterprise Subscription requires a minimum term of 12 months and is automatically renewed for an additional 12 months unless cancelled with a notice period of 30 days before the end of the minimum term or the applicable renewal period.