

## 1. Scope of Application

a) These terms and conditions of Nufatron AG govern the contractual relationship between Nufatron AG (hereinafter “Nufatron”) and the customer for the standard software solution tranSvias (hereinafter “tranSvias”), which is manufactured by Nufatron and provided as Software-as-a-Service (SaaS) via the Internet.

b) Nufatron's “General Terms and Conditions—tranSvias” apply for all sales to customers.

c) Nufatron reserves the right to change these conditions at any time. Amended conditions will enter into force upon their publication on the website.

## 2. tranSvias Software—Contract

a) Nufatron provides its customers with SaaS services via the Internet within the framework of the business software tranSvias.

b) The subject of the contract is:

1. The provision of tranSvias for use via the Internet, and

2. The storage of customer data (data hosting).

## 3. Provision of tranSvias Software

a) For the duration of this contract, Nufatron will make the tranSvias software available for use in its current version via the Internet in exchange for a fee. To this end, Nufatron will store the tranSvias software on a server that can be accessed by the customer via the Internet.

b) Nufatron will continually develop the tranSvias software and improve it with ongoing updates and upgrades. The functional scope arises from the service specification on the Nufatron website ([www.nufatron.com](http://www.nufatron.com), Standard Configurations).

c) Nufatron will continuously monitor the functionality of the tranSvias software and eliminate software errors in accordance with the available technical possibilities.

d) Errors in tranSvias are classified according to the usual categories of Priority 1, Priority 2 and Priority 3. Priority 1 errors are corrected and released at the earliest opportunity. Priority 2 and Priority 3 errors are corrected and released within the framework of release cycles.

## 4. Usage Rights for tranSvias Software

a) Nufatron grants the customer, for the entire term of the contract, a non-exclusive and non-transferable right to use the tranSvias software in its capacity as an SaaS service and for its intended purpose.

b) The customer may not copy or modify the tranSvias software, unless this is expressly permitted in the currently applicable version of the service specification provided on the website. In particular, it is not permitted for the customer to carry out the temporary installation or storage of tranSvias

software on data carriers (hard discs or similar) contained with the customer's hardware (main memory excluded).

c) The customer is not entitled to make the tranSvias software available for use to third parties, whether against payment or free of charge. The customer is expressly prohibited from providing the tranSvias software to third parties in any form.

d) The customer undertakes to arrange their contractual relationships with third parties in such a way that any free-of-charge use of the tranSvias software by third parties is prevented in an effective manner.

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e) Nufatron will provide the customer with an interface (API) to enable communication between the tranSvias system and third-party software. Irrespective of previous assurances to the contrary, Nufatron has the right to fully or partially restrict access to this interface for good cause at any time. Good cause exists, in particular, if harmful data is being transferred or if the infrastructure is overburdened by requests via this interface.

#### 5. Data Hosting

a) Nufatron will provide the customer with a defined storage location on a server for the storage of the customer's data.

b) Nufatron guarantees to retain the data for a period of 12 months. Within this period of time, retroactive data analyses (e.g. deployment analyses, driving history) may be carried out. The storage capacity is defined in the tranSvias functional scope and can be expanded by increasing the scope of service.

c) Nufatron will ensure that the stored data can be accessed via the Internet in accordance with available technical possibilities.

d) The customer is not entitled to provide all or parts of this storage space to third parties for use, whether against payment or free of charge.

e) The customer undertakes not to store any content in the storage space insofar as the provision, publication or use of this content violates applicable law or agreements with third parties.

f) Nufatron is obliged, within the scope of the available technical possibilities, to take suitable and reasonable precautions against data loss and to prevent third parties gaining unauthorised access to the customer's data. To this end, Nufatron will make regular backups, scan the customer's data for viruses and install firewalls.

g) In all cases, the customer remains the sole owner of the data and can thus require Nufatron to surrender any or all data during the term of the contract without Nufatron having any right of retention thereto. In accordance with the customer's decision, the data will be surrendered either via the handover of data carriers or by transmission via a data network. The customer is not entitled to software for the use or exploitation of the data.

h) Following termination of the contract, the customer is entitled, for a further month from the termination date, to demand the surrender of their data in accordance with the provisions of f). Nufatron is under no obligation to retain customer data beyond this period. Should a customer request the surrender of their data after the expiry of this one-month period, and if the data are still

available at Nufatron, Nufatron will surrender the data to the customer upon payment of the actual costs incurred.

## 6. Support & Customer Service

a) Nufatron's support is accessible to customers via telephone from 8:00 to 17:00 (CET), Monday to Friday. It is also available during these hours via the contact form on the website ([www.nufatron.ch/supportfall-melden](http://www.nufatron.ch/supportfall-melden)). For support outside of these hours, individual Service Level Agreements may be concluded.

## 7. Impairment of Accessibility

a) Adjustments, changes and additions to the contractual SaaS services will only result in a temporary interruption or impairment of accessibility insofar as this is necessary on technical grounds; the same applies for measures to identify and correct malfunctions.

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b) Basic functions of the SaaS services are monitored on a daily basis. Basic maintenance of the SaaS services is performed from Monday to Friday, 08.00–17.00 (CET). Maintenance windows are scheduled on Thursdays from 19.00–22.00 (CET).

c) In the event of serious errors (Priority 1)—i.e., the use of the SaaS services is no longer possible or is significantly restricted—maintenance will generally be carried out as soon as possible after the error becomes known. Nufatron will notify the customer of maintenance work in a timely fashion and carry it out at the earliest opportunity.

d) The average availability of individual SaaS services over a given year is 99.5%, excluding the maintenance windows.

e) However, the customer understands that the SaaS services and other third-party components whose functionality cannot be controlled by Nufatron are a technically complex system and for that reason Nufatron cannot assume responsibility for the ongoing and complete availability of these components.

## 8. Obligations of the Customer

a) The customer is obliged to take suitable precautions to prevent third parties gaining unauthorised access to the tranSvias software. To this end, the customer will, insofar as is necessary, instruct their employees regarding compliance with copyright law. In particular, the customer will instruct their employees not to copy the tranSvias software or to provide access data to third parties.

b) The customer themselves is responsible for entering and maintaining the data and information required to use the SaaS Services, without prejudice to Nufatron's commitment to provide data backups.

c) The customer is obliged to check their data and information for viruses or other harmful components prior to entering them and to use anti-virus programs that conform to the current state of the art.

d) When using the SaaS services for the first time, the customer must generate a user ID and password to facilitate their subsequent use of the SaaS services. The customer is obliged to keep this user ID and password secret and not to make them accessible to third parties.

e) The customer must inform the provider immediately of any unauthorised use of the user ID and the password, or security attacks of any other kind. In such cases, Nufatron will, in agreement with the customer, change the customer's user ID and password.

f) The customer shall take all measures that, in the reasonable discretion of Nufatron, are necessary to maintain or improve the security of the data, the tranSvias software and the network connections. The user shall undertake, for example, to change the password on a regular basis, but no fewer than every sixty (60) days.

## 9. Fee

a) For the provision of the software and the data hosting, the customer undertakes to pay Nufatron the fee agreed as part of their subscription plus statutory VAT.

b) Nufatron will provide the customer with a statement of the fee owed under the contract. The invoice amount must be transferred to the account specified by Nufatron in the invoice within 30 days of the invoice date.

c) After expiry of the payment period, the customer shall, without need for corresponding warning by Nufatron AG, owe default interest at the normal commercial rate; however, this shall be at least 2% above the discount rate of the Swiss National Bank.

d) Nufatron is entitled to undertake an adjustment of the fee and service content by written notification to the customer at the next permitted termination date after the corresponding change. Reasons for such a change in service include, in particular, the technical advancement and the further enhancement of the tranSvias software. If the customer does not wish to continue the contract under the amended

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tariffs, they are entitled to terminate the contract extraordinarily by giving 14 days' notice to the date of the change.

## 10. Guarantee/Liability

a) Nufatron guarantees the functional and operational readiness of the SaaS services in accordance with the provisions of these General Terms and Conditions.

b) The customer undertakes to indemnify Nufatron against all claims of third parties arising from the storage of the customer's data and to reimburse Nufatron for all costs incurred by them for possible infringements.

c) Nufatron is entitled to immediately block use of the storage space if a reasonable suspicion exists that the stored data are illegal and/or violate the rights of third parties. Reasonable suspicion of illegality and/or infringements shall exist, in particular, if courts, government authorities and/or other third parties notify Nufatron thereof. Nufatron must notify the customer of their suspension and the reason for this suspension without delay. The block shall be lifted as soon as the reason for suspicion has been invalidated in full.

d) Within the limits of statutory provisions, Nufatron disclaims any liability towards the customer (or any third party) for any reason, in particular for the performance of its contractual and non-contractual obligations and the loss of data and profits (including for reasons of negligence). This disclaimer also applies to damage caused directly or indirectly by the use of the tranSvias software.

e) In all cases, the mutual liability of the contracting parties shall be limited to the amount of the monthly access fees for the last twelve months prior to the occurrence of the damage, irrespective of the basis of liability.

#### 11. Term/Termination/Dissolution

a) The contractual relationship begins with the first login by the customer.

b) Subscriptions are concluded for a period of one or more years. If the customer fails to cancel the subscription at least 3 months before the expiry of the term, the subscription will automatically be renewed for another year. The annual subscription will be invoiced annually or quarterly in advance.

c) Form of termination: The termination must occur in writing. Following the termination, Nufatron will send a confirmation by email. The customer account will be suspended upon expiry of the termination period.

d) The right of both parties to dissolve the contract immediately for good cause remains unaffected. Good cause for immediate dissolution of the contract exists, in particular,

I. if the customer falls into bankruptcy, or if bankruptcy proceedings are ceased due to a lack of assets;

II. if the customer falls into arrears with payment obligations arising from this contractual relationship to the extent of at least one quarterly fee, and has been warned to no avail through the granting of a two-week grace period under penalty of contract dissolution;

III. if the customer culpably violates legal regulations or breaches copyrights, industrial property rights or naming rights of third parties through their use of the contractual services;

IV. if the customer uses the services provided for the purpose of promoting criminal, unlawful and ethically questionable acts.

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#### 12. Secrecy

a) Nufatron undertakes to maintain confidentiality with regard to all confidential information—in particular, any business or trade secrets of the customer, of which it becomes aware in the course of the preparation, execution and performance of this contract, and not to disclose this information to outside third parties without the customer's authorisation. This applies in regard to any unauthorised third party, unless the disclosure of the information is necessary for the proper fulfilment of Nufatron's contractual obligations.

b) The customer authorises Nufatron to publicly cite the customer as a reference and to make general and appropriate use of the agreed contract for marketing and sales purposes.

#### 13. Data Privacy

a) By accepting these General Terms and Conditions, the customer declares their consent for the Nufatron Data Privacy Statement (<https://www.nufatron.ch/datenschutz/>) in its currently applicable version. This is permanently displayed on the Nufatron website. The customer declares that they have familiarised themselves with this document.

#### 14. Intellectual Property Rights

a) All intellectual property rights to the services, the tranSvias software, the website and the service documentation remain the property of Nufatron.

#### 15. Communications

a) All communications are to be issued in writing to the address specified upon the customer's registration or on the Nufatron website, insofar as no stricter formal requirements are stipulated in this contract or by law. The sending of communications via email is sufficient to meet the written form requirement. Communications issued by Nufatron to the email address specified by the customer at the time of registration shall always be classified as written communications.

b) Each contracting party is obligated to notify the respective other party of any changes to their address (including email address) without delay, in which case communications to the address last notified in writing shall be deemed as received for legal purposes.

#### 16. Severability

a) In the event of the full or partial invalidity of individual clauses of this agreement, invalid provisions are to be reinterpreted, supplemented or replaced such that the intended economic purpose of the ineffective provision is achieved. The same applies in the event that gaps should emerge in the agreement.

#### 17. Place of Jurisdiction and Choice of Law

a) The parties agree that all legal relationships arising from this contractual relationship shall be governed by the laws of the Swiss Confederation to the exclusion of the provisions of international private law (IPR) and the Uniform UN convention on Contracts for the International Sale of Goods (CISG).

b) For all disputes arising in connection with the performance of this contractual relationship, Güttingen is agreed as the exclusive place of jurisdiction.