General Terms and Conditions of Abacus Research AG for the use of AbaBridge (March 2024)

1. General information

1.1 These are the General Terms and Conditions (**GTCs**) of Abacus Research AG, Abacus-Platz 1, 9300 Wittenbach, Switzerland (Abacus) for the use of the AbaBridge account and AbaBridge services, including content hosting, collectively referred to hereinafter as **AbaBridge or Applications,** as a Software-as-a-Service (**SaaS**) solution.

1.2 To that purpose, it is necessary to consent to these GTCs and to acknowledge the Privacy Policy of Abacus (by selecting the check box during registration). The contractual relationship between Abacus and the Owner of the AbaBridge Account (**Owner**) shall commence upon registration for an AbaBridge account, at the latest upon use of the AbaBridge services.

1.3 Registration is usually performed by an Abacus Partner or an employee of the Owner. Upon acceptance of these GTCs, the Owner's authorization to enter into the contractual relationship for it is confirmed.

1.4 This offer is addressed exclusively to enterprises and (public-law) institutions or organizations, which must be licensees of the Abacus Software required for AbaBridge.

1.5 These GTCs are without prejudice to other provisions applicable to the use of AbaBridge, to other services of Abacus or those of other third-party providers, and shall apply in addition to such provisions.

2. AbaBridge account, Owner and Authorised Users

2.1 After successful registration, a AbaBridge account will be opened. Login is password-protected. In case of login via a third-party provider, the provisions of the third-party provider are applicable.

2.2 The Owner is responsible for administration of the relevant Applications and of the Owner's authorized users (**Users**).

2.3 All contractually relevant information about the Owner and Users must always be accurate and current. Abacus may require proof of the accuracy of such information or conduct verifications itself.

2.4 Contractually relevant information (e.g. invoices, reminders, changes in service or contracts, operational information such as maintenance work, etc.) may be validly delivered to the Owner if sent by post or to the Owner's e-mail address, AbaBridge account or otherwise.

2.5 The Owner is liable for the (mis-)conduct of the Users authorized by the Owner (including its Administrators). They receive access to AbaBridge and may be granted different rights depending on the User group. Moreover, for certain Applications there are additional persons with access rights to shared content (via a link).

2.6 If (fee-based) Applications are activated within third-party software (such as DeepCloud AG, connection of networks of other network partners), that shall likewise be done for the Owner. Abacus assumes that the User has the necessary authorisation from the Owner to activate the Application. Otherwise, the Application shall not be activated.

3. Scope of use

3.1 AbaBridge covers e-business services such as the digital exchange of business documents and content between the Owner and third parties over existing networks of Abacus and third-party providers.

3.2 Using AbaBridge requires a valid update agreement or a valid subscription together with a valid licence for the relevant Abacus and/or Ninja software required to use an Application. Moreover, an AbaBridge Box must be set up with DeepCloud AG, which will be initiated automatically for the Owner upon connecting to AbaBridge, subject to separate contractual provisions of DeepCloud AG to that purpose.

3.3 The AbaBridge account is available to the Owner with different Applications. Such Applications are activated directly via the AbaBridge account and consist of permission to use the relevant software over the internet, storage of content in the context of hosting, and where applicable the synchronisation thereof with the Owner's Abacus and/or Ninja software or with Applications from third-party providers. Abacus provides the necessary infrastructure (hardware and software) to that purpose. The Owner is not entitled to ongoing updates or functional enhancements of the Applications. Abacus may change its functionalities.

3.4 Depending on the scope of use, the Applications are offered free of charge or for a fee; there is a trial period for some Applications. Owners who activate an Application undertake to pay the specified fee. They will automatically be extended monthly in the absence of timely notice of termination. If fee-based services from third-party providers are used (in which case their contractual terms apply), those services shall be paid for separately.

3.5 Details on the Applications, the scope of use and prices thereof are indicated on the relevant Application or on the websites for the relevant Applications. The Owner is aware of the main functionalities of the relevant Application. The Owner acknowledges such functionalities to be in good working order, fit for purpose and suitable for use in accordance with the contract. The Owner itself shall clarify whether they meet its requirements.

3.6 The Owner hereby accepts that the Applications are operated in the same release for all Owners and are launched at the same time for all Owners.

3.7 Abacus may call upon qualified third parties to perform its obligations, which the Owner hereby approves.

3.8 It is possible to use an "auto-complete" function during address entry of business data. Misuse of that function, e.g. to make unlawful use of the address data, is prohibited. In case of a violation, Abacus may terminate the contractual relationship or function, require deletion of the data and claim compensation.

3.9 Abacus can provide the Owner with a test and demonstration environment for AbaBridge upon request. To the extent permitted by law, Abacus excludes all warranties and liability.

3.10 The scope of use does not include commercial development of the exchange of services among the relevant customers of the networks as trading partners, which is carried out exclusively among such trading partners and is not subject to these GTCs. The regulation thereof is the direct and sole responsibility of such trading partners.

4. Document Exchange over E-Business-Networks

4.1 Abacus shall make a fee-based service available to the Owner in the form of AbaBridge, which can be used to exchange digital documents (such as invoices, orders, etc.) and other data (**digital documents**).

4.2 The Owner may be the **Sender** and/or **Receiver** of the digital documents over the e-business network of a network operator. The e-business-network transports the digital documents between its cutomers and from and to other e-business-networks.

4.3 Abacus is responsible for operating the AbaBridge system within its own organisation and for communication with third parties, particularly with other e-business networks. It transfers the digital documents between Senders and Receivers.

4.4 In order to use the e-business-networks, the Owner registers digitally with AbaBridge. To do so, it is particularly necessary to enter the full company name (as stated in the commercial register, where applicable), the name to be displayed in the e-business-networks, credit account, etc.).

4.5 For successful registration with the e-business-networks, authentication of the Owner is required. Abacus decides on the method of authentication of the Owner.

4.6 The Owner decides whether he wishes to be the Sender and/or Receiver.

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4.7 As the Sender, the Owner authorizes Abacus to forward to third parties, on its behalf, any digital documents sent by the Owner to Abacus and to process logins and logouts of Data Receivers via AbaBridge. The Owner undertakes to verify the login of a Receiver in an appropriate manner and thereby prevent misidentification of the Receiver or misuse. The Owner shall not send any digital documents that might lead to harming the Receiver (such as a virus attack), or that are unauthorized or undesired by the Receiver, particularly not spam documents or invoices sent in an unauthorized manner.

4.8 As the Receiver, the Owner authorizes Abacus to retrieve digital documents from third parties on its behalf and to supply them to the Owner, and further acknowledges that digital documents have been properly received and lawfully delivered as soon as they become available to the Owner. If the Receiver receives spam documents, Abacus will assist with blocking or disconnecting the spammer. The Sender's digital documents shall not be considered to be received until the corresponding acknowledgement of receipt has been received, so long as the other network partner has provided for such acknowledgement – until then, the Sender shall remain responsible for the digital document.

4.9 The Owner alone shall be responsible for compliance with the laws, regulations and provisions applicable to the Owner during sending and receiving of digital documents and hereby acknowledges that other laws, regulations and provisions are applicable outside Switzerland (e.g. related to Value-Added Tax), particularly in cases in which the place of the registered office of a third party with which a business relationship is maintained, the place of the registered office of a network operator used for the transmission, or the place of transfer, storage or interim storage of digital documents is located outside Switzerland.

4.10 The Owner shall decide on the e-business-networks in which it wishes to participate and/or the business partners with which it wishes to exchange digital documents and, where applicable, who its primary SIX eBill network partner is. By making the selection, the Owner also accepts specific rules of other domestic and foreign e-business networks that are used to transport its digital documents. The Owner shall comply with the requirements of the other network operators when using e-business networks.

4.11 Depending on the transaction , it may be transmitted in two different formats: structured data and a PDF file. The layout and content of the PDF file may be defined by the Sender. It is necessary to comply with the limitations inherent in the protocol and service and the prescribed file sizes or else the transfer may be denied. The Owner undertakes to ensure that all legally relevant data (such as total amount, tax-relevant information) is presented correctly and in accordance with the structured data. The Receiver acknowledges that all statutory provisions regarding accounting, input tax deduction, storage and verification of the accuracy of the digital document received shall remain applicable even in case of receipt of digital documents.

4.12 If the Owner breaches its obligations as a participant in an e-business-network, Abacus may break off its technical communications with the Owner immediately.

4.13 Abacus and other network operators are not required to verify the commercial basis, substantive accuracy or completeness of the digital documents transmitted. The legal transactions underlying the digital documents directly and exclusively concern the customers as trading partners. The customers alone, as trading partners, are responsible for the content exchanged by means of the digital documents and for any related legal obligations. Abacus and the other network operators disclaim all responsibility and liability related thereto, and to the selected format standard. The Sender alone is responsible for the content of the digital documents sent by it, particularly for ensuring that the invoices it sends comply with the legal requirements, particularly under the laws governing Value-Added Tax.

4.14 Abacus shall verify the check points prescribed by other network partners regarding the transmitted content in order to minimise cases of fraud. Whenever Abacus detects irregularities, it is required to deny the transaction.

4.15 Abacus shall take charge of validating any electronic signature affixed to a digital document, if so agreed with the Owner. Otherwise, the Receiver itself shall be responsible for performing such a validation.

4.16 Applicable only to SIX eBill Sender: in case of termination of the contract, the Owner shall be registered with SIX eBill a reasonable time in advance. In case of deregistration, the Owner is not deleted but rather deactivated, so that it can no longer receive any new services from Abacus. 366 days after the deregistration, the deletion is performed at SIX eBill. Within that period, it is possible to change over to a different SIX eBill network partner without data loss.

5. Additional Services

5.1 The scope of use of AbaBridge does not include more extensive services such as custom development or adjustment of an Application or additional services or software from **third-party providers** (such as other network operators, software providers, etc.) via an interface.

5.2 Additional services or software may be used, however, provided that the corresponding requirements are met in the Applications. Separate contractual and data protection provisions are applicable in that case, which the Owner accepts upon activation or use.

5.3 By using or activating such additional services, the Owner expressly authorizes the parties involved to access, exchange and process the data and documents as necessary.

5.4 In AbaBridge, it is possible to connect to services of payment providers (such as banks, payment service providers) directly or by using DeepPay of DeepCloud Corporation. In that case, too, data is exchanged among the relevant participants. To ensure unambiguous assignment, the required ID and access data to the relevant third-party provider are used. Each participant is responsible for ensuring the data processing and security of the data in their respective spheres of activity in accordance with the agreed provisions. Abacus enables data exchange through an interface to such third-party providers, without being involved in the services of the third-party providers or having any influence over their services. The Owner hereby grants Abacus and the relevant third-party providers its consent to such data transfer between AbaBridge and such a service. Upon termination of the contractual relationship or of such a service, the Owner itself shall revoke its consent to data transfer vis-à-vis the third-party provider of the linked service. Abacus, for its part, shall revoke its consent to the relevant data transfer and perform no further data transfers.

5.5 Abacus is not responsible for the handling and processing of content in case additional services from the third-party providers are used (including account information or payments ordered through such providers). Abacus rejects any and all liability in that regard.

5.6 Abacus may restrict, interrupt or (permanently) terminate use of such additional services for good cause. Abacus will exercise that right to the necessary extent, particularly in case of anomalies in access behaviour, malfunctions, hazards, impairment of other systems, (urgent) maintenance work, data security breaches or other emergencies, unusual attacks, breaches of contract or similar reasons, as well as in cases of *force majeure*.

5.7 DeepCloud AG offers other DeepServices that may be integrated into the Applications. DeepServices are also subject to the General Terms and Conditions of DeepCloud AG.

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6. Rights of use, intellectual property rights

6.1 Abacus hereby grants a personal, non-exclusive, non-transferable, non-assignable, single right, limited in time and space, to use AbaBridge for personal usage, for the duration of the contractual relationship . This means that only the Owner and the Owner's Users may use AbaBridge.

6.2 Without the written consent of Abacus , the Owner is prohibited from making the Software used in this process available in any form to unauthorized third parties, and from sub-licensing, transferring or otherwise exploiting the software. Furthermore, the Owner is not entitled to use the relevant software for any other use than that offered by Abacus herein.

6.3 The Owner shall not circumvent the restriction of the scope of the granted rights by integrating proprietary program components into the Software. The Owner is not entitled to expand the number of authorized Users by programming a proprietary user interface. If Owners with an external Interface enter or view data that is processed via interfaces, such Owners will be counted in the scope of use.

6.4 Abacus has the right to license interfaces and report generators for the purpose of exporting data from the Applications to third-party systems, which data could be processed there. The Owner may use such interfaces to programs, including those of other providers, to the Applications or report generators only within the scope of this contractual relationship. Such is also the case whenever interfaces and report generators are primarily used to view or print out the data via a third-party system so that Users of the third-party system can view and use that data. The Owner shall comply with the specified usage options and limits and is not entitled to circumvent them through technical means of evasion.

6.5 The Owner shall inform Abacus immediately in writing if third parties assert intellectual property rights (e.g. copyrights or patent rights) against the Owner due to use of AbaBridge. The Owner shall not take any legal actions without the authorization of Abacus nor acknowledge any third-party claims on its own initiative without Abacus's consent. Abacus shall take all necessary defensive measures, such as defending against third-party claims, at its own expense, unless such claims are based on breaches of duty by the Owner or by the Owner's Users.

6.6 When using AbaBridge, the Owner shall comply with the provisions of the End User Licence Agreement (EULA) for Abacus Software. Termination of the End User Licence Agreement (EULA) for Abacus Software shall result in discontinuation of the use of AbaBridge as from the next possible termination date. Until that time, the Owner shall fulfil its obligations thereunder, particularly its payment obligations.

6.7 When using the Applications (software and technology), the Owner shall comply with all applicable export/import control regulations (export, import, or transit), particularly those of the USA, including sanctions and embargoes.

6.8 The Owner consents to its company name, together with its address, web address, logo, etc. being mentioned in the directories of Senders and/or Receivers that are made available by various providers. Such directories may be publicly available and queried by anyone. Moreover, Abacus is entitled to display the Owner's company logo uploaded to the AbaBridge account when AbaBridge is used. The Owner shall receive no compensation for such use but is entitled to delete its company logo at any time.

6.9 The Owner is entitled to use the marks of certain other network operators. A list of such network operators is available from Abacus on demand.

6.10 All intellectual property rights to AbaBridge (including software), to content, texts, images, photographs, videos, logos, or other information of Abacus, including its websites, belong exclusively to Abacus or to the specifically designated rights holders. Written consent of the rights holders must be obtained in advance for any further use of any intellectual property rights. All Abacus documentation made accessible to the Owner in the contractual relationship shall be considered the intellectual property of Abacus.

7. Obligations of the Owner and the Owner's Users

7.1 If the Owner wishes to use the Applications in the context of a third-party solution (e.g. Ninja), the Owner shall ensure the corresponding connection to the Application and enter into any necessary subscriptions or licence agreements. Abacus only enables technical communications with the relevant officially supported software versions. Abacus is not obliged to maintain technical communication for older versions. These Abacus GTCs also apply in case of connection to third-party software.

7.2 If special circumstances (e.g., network operators, third-party providers, laws or threats) or fundamental technical changes require an adjustment of AbaBridge and it is impossible or impractical to implement such an adjustment by modifying the AbaBridge software used by Abacus, then the Owner shall install a corresponding update to the Abacus software or third-party solution within the period specified by Abacus. Otherwise, Abacus is not required to maintain technical communications.

7.3 The Owner shall use the Applications within the granted scope, comply with its obligations under these GTCs and ensure that its Users also comply herewith, to the extent relevant. The Owner shall indemnify Abacus against all third-party claims based on use of the Applications by the Owner or by Owner's Users in violation of the contract or of the law and shall hold Abacus harmless.

7.4 The Owner and the Owner's Users shall provide for the necessary state-of-the-art conditions for secure use of the Applications (e.g., by protecting their own systems and terminals from misuse, attacks and malware).

7.5 They shall ensure sufficient access protection (e.g., strong passwords and changing the passwords in case of need).

7.6 They shall immediately report any malfunctions and abnormalities (such as suspicions of improper use) and provide possible support services in order to be able to resolve the malfunction or lock the Application.

7.7 They shall comply with the relevant statutory provisions when using the Applications, particularly provisions on data protection, competition and intellectual property rights, and shall not process any unlawful content in the Applications. The Owner is responsible for such content. Abacus will review the content for legal compliance and legality only to the extent that it is required to do so by law or by court order. To the extent possible and permissible, Abacus inform the Owner of any such review in advance. In that case, Abacus may be required to hand over or grant access to content. In the process, Abacus shall exhaust the appropriate remedies to which it is entitled for the legal defense.

7.8 If access to AbaBridge is blocked by an administrative or judicial order or following use in breach of contract or in violation of the law, the Owner shall not be entitled to price reduction, refund of any fee already paid, or compensation for damages.

7.9 The Owner is responsible for the evaluation of the requirements arising from such laws and regulations as are applicable to the Owner's business activity. Abacus does not guarantee that Applications comply with the laws and regulations applicable to the Owner.

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8. Fee, payment terms, credit information

8.1 In case of paid use of an Application, a fee is payable by the Owner in accordance with the current price quotations. The fee shall be determined by the extent of use made of an Application, as well as transaction and participation fees, and any monthly subscription and/or package fees. Any unused services of a package shall not be carried over to the next year but rather lapse at the end of the year with no refund of any fees already paid. Any project work required to use the Applications shall be provided in accordance with the Abacus price lists as updated from time to time.

8.2 The payment obligation shall commence upon ordering an Application, making fee-based use thereof or extending its scope of use. Abacus is entitled to change the prices for the Applications (including subscription fees).

8.3 The scope of use provided includes normal and, only in exceptional cases, temporary above-average use of the Applications. An additional charge shall be invoiced for such use attributable to the Owner or to access by the Owner's Users, after prior notification.

8.4 Abacus shall also invoice any registration fees that it incurs from network operators. If other services of third-party providers are used, fees may be payable according to separate contractual provisions. Such fees may be billed directly by the third parties or Abacus will take charge of collection without becoming a contracting party to the agreement underlying the claim. The Owner can pay Abacus with the effect of discharging the debt. In the collection process, any incomplete payments by the Owner shall first be used to settle Abacus's receivables; the remaining fees collected shall be paid out to the third-party provider. If the Owner is of the opinion that the fees invoiced for the third-party provider were not properly invoiced, the Owner shall arrange for the corresponding recovery directly with the third-party provider.

8.5 One invoice shall be issued per AbaBridge account for fee-based use of Applications. Additional services from third-party providers may be itemised in the invoice.

8.6 The invoice is usually issued periodically directly to the Owner. The invoice amount is payable net plus statutory VAT in the specified currency within 30 days after the invoice date. Any additional taxes and duties are payable by the Owner.

8.7 In some cases, to activate an Application (even in case of free use), it is necessary to deposit a valid debit or credit card as a means of payment. Special features regarding the method of payment may exist in individual cases. The invoice amount shall be debited on the 1st day of the month following the use of the Applications, *pro rata temporis* if commencing during the month. The Owner will receive an invoice (amount pure net plus statutory VAT) for its use of the Applications. Secure payment processing when debiting the invoice amount is the responsibility of the selected payment service provider, whose own terms and conditions shall be applicable. The Owner hereby expressly authorizes Abacus and/or the company in charge of fee collection to collect any receivables of Abacus under this contractual relationship as well as any receivables of third-party providers in case of collection using the selected means of payment.

8.8 Any objections to an invoice shall be raised in writing and objectively justified within 30 days after the invoicing date. In the absence of a timely objection, the invoice and services provided shall be deemed to be reasonable and accepted.

8.9 Default is deemed to occur without further notice if the payment period expires without payment. If the Owner defaults on payment, Abacus shall be entitled to restrict use of the Application(s) with immediate effect without setting a grace period, to block access until payment and to terminate the contractual relationship.

8.10 In the event of a restriction or if access is blocked, the Owner is not entitled to use the Applications but remains obliged to pay the fees when due.

8.11 In a case of default, Abacus may demand default interest on the late payment, expense reimbursement (e.g., for processing, reminder fees, enforcement measures) as well as other damages for delay.

8.12 In the event of late payment, third parties may be commissioned at any time to collect the receivables or receivables may be assigned to such third parties, with the costs assumed by the Owner.

8.13 In case of an obligation to perform services before receiving consideration, a credit check on the User may be commissioned to safeguard legitimate interests and data on the Owner's payment history may be disclosed to the relevant credit reference agency.

9. Data backup

9.1 Abacus shall create a backup of the content stored in the Applications in accordance with standard backup procedures and shall endeavour to avoid data loss as far as possible. If a data loss occurs at Abacus despite all such precautionary measures, the Owner shall transmit the content once again on demand.

9.2 In principle, however, the Owner is responsible for retention and archiving of its digital documents. The Owner alone shall determine how long such documents are to be retained or stored. The documents shall not be archived by Abacus.

9.3 Before deleting the AbaBridge account, the Owner has the option of backing up the content stored in its Applications in a machine-readable format at any time. The Owner itself shall ensure regular data backup through a data export by using the data backup function provided.

9.4 To prevent data inconsistency, the Owner shall inform Abacus in case it restores a backup into its Abacus/Ninja software. Such is the case only if a download from or upload to AbaBridge has been made since the backup was created.

9.5 Abacus can invoice the Owner for data backups that Abacus carries out for the Owner according to an order placed by the Owner. On demand, Abacus shall inform the Owner once again of any digital documents and status information that are no longer available to it after the restore of a backup, to the extent technically feasible at reasonable expense and provided that the existing backup periods have not yet elapsed for the content in question.

9.6 In case of loss or deletion of content, Abacus provides no restore function other than the existing data backups.

10. Availability

10.1 Abacus endeavours to achieve the highest possible availability of the Applications at all times and takes due care to this end. Notwithstanding the foregoing, uninterrupted availability cannot be guaranteed, since Abacus, too, is dependent on third-party services to provide AbaBridge. As far as possible, Abacus shall give the Owner reasonable prior notice of any interruptions.

10.2 Interruptions in availability are possible due to the following events: Implementation of maintenance or repair measures; updates/upgrades; impairments caused by third-party systems such as network system failures, mobile services and Internet connections as well as capacity limits thereof; measures to protect or restore the security and integrity of the systems and servers (such as defence against hacker attacks, viruses or other damaging events); governmental or court orders; epidemics, pandemics or cases of force majeure; malfunctions attributable to server suppliers or hosting partners; interfering acts or omissions by the Owner or the Owner's Users.

10.3 Abacus shall schedule any planned interruptions to be as short as possible and, if possible, at suitable times of day, and resolve them as quickly as possible.

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10.4 If such events occur, Abacus is entitled to restrict access to AbaBridge and to additional services, including services from third-party providers, or to interrupt them as long as necessary without thereby entitling the Owner to any claims (including price reductions, refunds of payments made, or damages), without prejudice to any mandatory statutory liability claims.

11. Support

11.1 In case of malfunctions or questions about the technical prerequisites, the functionalities of AbaBridge or other e-business-networks, the Owner shall have the possibility of contacting the (fee-based) support of its Abacus partner, its contracting partner (such as DeepCloud AG in the case of Ninja customers, other third-party providers) or Abacus Support (if there is a corresponding support agreement).

11.2 If Abacus provides the support and the Owner has not entered into a corresponding support agreement with Abacus, the Owner shall pay for such support in accordance with the latest price list.

11.3 In such cases, the Owner shall not be required to transfer any (confidential) data but merely the request or a description of any possible technical malfunction.

11.4 Support shall be provided during official office hours (Monday to Friday from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m.). Requests for support outside those hours or on holidays, or during team events/internal training seminars may, at the discretion of Abacus, be handled and invoiced at the current hourly rates plus the corresponding surcharges. Otherwise, they shall be handled on the following working day.

11.5 Any malfunction shall be categorized according to the degree of impairment) and appropriate categories shall be taken, according to the category, to restore trouble-free operation as quickly as possible. If the cause of the malfunction is not in AbaBridge, the Owner or, if the cause is known, the relevant third-party provider of the additional service, shall be informed so that it may take the appropriate actions.

11.6 Abacus reserves the right to charge for its support services at its latest hourly rates, unless Abacus is at fault. Additional services (such as other response times, stand-by duty, on-site assignments, training, etc.) may be charged at the current hourly rates by agreement.

12. Misuse, Breach of Contract, Force Majeure

12.1 If the Owner suspects misuse in connection with AbaBridge, the Owner may request that its access be blocked.

12.2 Abacus can monitor the contractual use of AbaBridge and take suitable measures to prevent AbaBridge from being used illegally or in breach of contract. Abacus is entitled to review content in case of a justified suspicion or breach of existing contractual or statutory obligations, the sending, receiving or storage of illegal content or other misuse by the Owner or by the Owner's Users. Abacus may restrict or block access to AbaBridge and terminate the contractual relationship. Further rights and claims of Abacus are reserved.

12.3 Blocking access alone does not constitute any termination of the contractual relationship. Abacus can grant the Owner access to the Applications again if the Owner has ceased the non-contractual or illegal use.

12.4 If use of AbaBridge is interrupted by a case of *force majeure* or other circumstances or events that substantially impair or render impossible the performance of services by Abacus or any third-party providers, Abacus is entitled to interrupt performance of services for the duration of such an Event or of its consequences and to extend the period in question by an appropriate amount of time before beginning further performance of services. Abacus shall be released from its performance obligations for the period in question. If such a case continues without interruption for a period of more than 30 days, the contractual relationship may be terminated by either party. If the *force majeure* event occurs as a consequence of changes in domestic or foreign law or measures imposed by domestic or foreign authorities then either Party may terminate the contractual relationship immediately. The Owner is not entitled to any damages or other claims against Abacus if such a circumstance is beyond Abacus's reasonable control.

13. Warranty and Liability

13.1 AbaBridge displays the customary quality for a corresponding SaaS solution and is provided "as is". Abacus offers the Owner faithful and careful execution of its services according to these terms and conditions. Any further guarantee for the use of AbaBridge (including the software used, hosting, and so on) is excluded to the extent permitted by law. Abacus does not warrant that any possibility of an error can be ruled out or that AbaBridge can be used uninterruptedly.

13.2 Services provided free of charge are provided without any claims to performance or warranty. Abacus may discontinue free services with reasonable advance notice or offer them only against payment.

13.3 Abacus does not warrant uninterrupted and trouble-free use of AbaBridge, neither generally nor at a certain point in time, nor does it warrant that AbaBridge will meet the Owner's individual needs.

13.4 Statements made on the Abacus webpages or other promotional statements by Abacus are not representations or warranties regarding the AbaBridge account or the Applications.

13.5 If the "auto-complete"-function is used for address entry, Abacus does not guarantee the business data in question or that such data will be available for every country desired by the Owner.

13.6 Abacus's liability is limited to damage caused wilfully or through gross negligence, as well as injury to life and limb. Abacus's liability for any direct damages is limited to the amount of the Owner's annual fee (prior to the occurrence of the damage). In all other respects, any further liability is expressly excluded, particularly any liability for financial loss, indirect damages (such as additional expenses, lost profit, third-party claims, etc.) unrealised savings, loss of use, loss of reputation, data losses and intangible damages. The foregoing also applies to any no-fault liability, extra-contractual or quasi-contractual liabilities and to any avoidance of the contract on the grounds of error.

13.7 Any liability on the part of Abacus for its commissioned third parties (such as vicarious agents and substitutes) is hereby fully excluded.

13.8 Abacus shall not be liable for malfunctions beyond its reasonable control, particularly not for malfunctions at third-parties with which it cooperates or on which it is dependent. Abacus assumes no warranty, guarantee, or liability for hardware, products, or additional services of third-party services that are integrated when using AbaBridge. Abacus is not party to the legal relationship that exists between the Owner and these third parties.

13.9 Any claims shall be asserted by the Owner within six months after performance of the services.

13.10 The above disclaimers and limitations of liability shall apply to contractual as well as non-contractual claims of the Owner.

13.11 Excluded from such limitations of liability and disclaimers are obligatory statutory liability provisions.

13.12 In particular, the Owner shall assume liability and fully indemnify Abacus against any claims (including debt claims, damages, lost profits, costs of legal defence, etc.) in connection with the use of AbaBridge if the Owner or its Users violate the law or breach these GTCs.

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14. Data Protection and Confidentiality

14.1 The Parties undertake to comply with the provisions of the relevant data protection laws and existing trade secrecy obligations or other confidentiality obligations under special laws.

14.2 In the context of the offer of AbaBridge for the Owner, Abacus is the Commissioned Data Processor as defined by the data protection provisions, and the Owner is the Controller. By accepting these GTCs, the Owner also accepts the Data Processing Agreement (DPA) with its Annex ("Additional Commissioned Data Processors" list) in its current version.

14.3 The Owner may at any time delete its content in the Applications and download such content in a standard machine-readable form by means of a data export.

14.4 The Owner hereby acknowledges that certain data (particularly the company name, advertised name, address, credit account) and its digital documents from Abacus, network operators, financial institutions and other authorised third parties may be inspected, particularly in case of use of AbaBridge and in support cases.

14.5 Within e-business-networks, the Owner's data delivered to those networks by Abacus may be stored by other participants. Abacus hereby expressly informs the Owner that invoicing data specific to certain business cases will be stored by other participants and that the retention periods of the individual business documents is determined either by law or by contract (especially in international relationships).

14.6 Abacus and network operators involved are authorised to use the Owner's data for statistical evaluations for the purpose of market research, for improvement of the quality of service, and as part of further development of the relevant services.

14.7 For the performance of certain Applications, it is necessary to exchange content (such as digital documents) with or between systems of third-party providers or to synchronise such content with those systems. In doing so, the Owner shall expressly allow the parties involved the necessary access, exchange between the respective systems and processing of the content. The Owner shall provide for lawful use as well as informing the data subjects and obtaining their consent to such data processing where necessary.

14.8 Abacus is authorised to anonymize the Owner's data. The anonymized data may be processed and used by Abacus for its own purposes (such as debugging and improvement of the software and systems, quality assurance, new and advanced product development, support, data security, statistical evaluations, industry comparisons, benchmarking, KIs and machine learning, as well as other similar purposes). The Owner's original data inventory is not affected by the anonymization.

14.9 Abacus may disclose anonymous aggregated data based on all the transmissions carried out for the purposes of reporting, statistics and advertising for the total volume of the transactions processed via AbaBridge, so long as information that could identify the customer or enable such identification is not disclosed.

14.10 For a description of how Abacus processes data in other respects, see the latest Privacy Policy posted on its website.

14.11 The business and trade secrets of the Parties are secret and shall be treated as confidential as information and data labelled as confidential or recognizable as such under the circumstances. The Parties shall not use such information for their own purposes, disclose it to unauthorized third parties in whole or in part, provide it, or otherwise make it available.

15. Data security

15.1 Abacus shall take technical and organizational measures that are suitable, in particular, to the state of the art, the type, and extent of the data processing when using the Applications as well as possible risks resulting from their use. This includes the use of security measures such as firewalls or antivirus programs to protect the Owner's content.

15.2 The Applications and any additional services from third-party providers shall be provided online. State-of-the-art encryption mechanisms are used for data transmission.

15.3 Abacus and third-party providers such as network operators shall check for possible threats to data security at regular intervals.

15.4 The Owner shall decide on its own responsibility which content is processed and stored in the Applications and whether the data security provided by Abacus is sufficient for the Owner's content. The Owner likewise undertakes protect its systems against misuse.

16. Customer satisfaction, promotional information

16.1 Abacus is interested in the satisfaction of its customers. Abacus may inquire by e-mail or in electronic form whether its services can be used in a satisfactory manner or send information about using the Applications (such as maintenance, new features, usage options).

16.2 Moreover, Abacus may send the Owner information about its own similar contractual products or additionally used services by e-mail or by post or contact the Owner by telephone.

16.3 Registration for an individual newsletter is consent based. In the process, Abacus or the sender specified during registration for the newsletter may send the newsletter in question.

16.4 For the Owner's promotional information, Abacus may call on service providers and disclose the relevant data to them.

16.5 Abacus may forward the Owner's contact information to Abacus Group companies in Switzerland and the EU and to partner companies (see www.abacus.ch). Promotional information shall be provided in accordance with the legal requirements.

16.6 The Owner may express an objection to promotional information at any time or revoke any consent granted by using the contact information in the website's legal notice or clicking on the unsubscribe link in a newsletter.

17. Effective Date, Term and Termination

17.1 This contract shall enter into effect upon acceptance of these GTCs during registration to the AbaBridge account, at the latest upon using an Application. The contractual relationship with Abacus is entered into for an indefinite period.

17.2 The Owner can perform ordinary termination of the use of the AbaBridge account and all Applications as well as any integrated third-party services, on one month's notice to the end of the month, by closing the AbaBridge account using the corresponding button, which launches the termination process. The system will then issue a warning message. If the Owner confirms the deletion at that point, the AbaBridge account will be deactivated.

17.3 Individual Applications or services may be terminated by deactivating them or by closing the transaction.

17.4 Abacus may terminate the contractual relationship in whole or in part on one month's notice to the end of a month, without stating any reasons and without having to pay any compensation.

17.5 Abacus can terminate Applications that are dependent on third-party services or provided by third parties at any time for good cause.

17.6 Termination of the contractual relationship does not entitle the Owner to a refund of any fees already paid. Even in the event of termination during a current month, the entire month is still owed as fee. All receivables due shall be paid.

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17.7 Both parties reserve the right to terminate the contract without notice for good cause. Good cause is deemed to include, in particular, reasonable suspicion of misuse of the AbaBridge account or an Application, any serious breach of the existing contractual provisions, as well as insolvency, bankruptcy or a petition for debt moratorium of the other party.

17.8 Abacus reserves the right to termination with immediate effect if Owner breaches or fails to comply with the contractual stipulations of the End User Licence Agreement (EULA) for Abacus Software.

17.9 Upon termination of the contractual relationship, Abacus will block access to the AbaBridge account, terminate use of the Applications and discontinue the technical communications with other systems such as its Abacus/Ninja software or services such as those from third-party providers. Individually deactivated Applications are immediately blocked. This means in particular that all pending business cases or services as well as any associated status messages and information will no longer be transported, executed or available.

17.10 Abacus shall process any of the Owner's digital documents delivered or received prior to termination of the contractual relationship and delete such documents automatically - at the latest by the end of the existing backup periods.

17.11 The Owner itself is responsible for synchronizing its content with its software and ensuring a backup or archiving scheme for its content. The Owner shall be responsible for the migration plan upon termination or notice of termination. The Owner shall back up its data inventory in a timely manner under its own responsibility and delete the corresponding content or hereby authorizes Abacus to perform its deletion. Access to the Owner's content is excluded after termination of the contractual relationship since the content will be deleted at the latest upon expiration of existing backup periods. Exceptions to such deletion include data that Abacus has the right and/or obligation to retain, as well as such data in backup or archiving systems as will not be deleted until the appropriate, customary periods have expired.

17.12 In case of termination of complex AbaBridge accounts, the Parties may continue to cooperate for proper data transfer irrespective of the reason for termination. Abacus will assist the Owner with the necessary termination actions upon request, including any migration services. For planning purposes, the Owner shall inform Abacus of its expected need for support sufficiently in advance of the end of the contract. Abacus may charge the Owner for its services at its current hourly rates upon termination of the contract.

18. Other Provisions

18.1 These GTCs shall replace and supersede any previous contracts and general terms and conditions concerning the use of AbaBridge, Abacus City Services and AbaNet. Any general terms and conditions of business or license terms of the Owner are hereby waived and shall not be incorporated into the contract even if Abacus does not expressly object thereto or unconditionally accepts or provides the services.

18.2 Abacus may change these GTCs and its prices and shall give notice of any such changes reasonably in advance (e.g. in AbaBridge, by e-mail). Such may be the case, for example, in the event of system changes, including by other network operators, adaptation of their provisions or of the technical guidelines for participation in AbaBridge.

18.3 Such changes shall be considered accepted unless the Owner gives notice of termination of the contractual relationship before the effective date of the new GTCs; in any case, the changes shall be deemed accepted upon use of AbaBridge after the effective date of the new provisions. Price adjustments shall take effect at the beginning of a calendar month.

18.4 If technical changes that cannot be postponed lead to a conflict with the GTCs, Abacus is entitled to implement the changes immediately. When contracting with other network operators, Abacus shall endeavour to ensure that the effective dates of changes are scheduled in such a way that the requested changes can be implemented through regular updates.

18.5 Existing changes or supplements to these GTCs agreed in writing between the Owner and Abacus shall remain valid even in case of a new version of these GTCs.

18.6 The Owner shall not offset its own claims against Abacus's claims.

18.7 The Owner shall not transfer any rights from this contractual relationship to third parties without Abacus's consent. Abacus may assign or transfer rights and obligations as well as the contractual relationship to qualified third parties for good cause. The Owner hereby agrees to a possible assignment or transfer of these rights and obligations.

18.8 In the event that individual provisions of these GTC prove to be invalid or null and void, this will not render the remaining provisions invalid or null and void. Instead, they shall be replaced by provisions that most closely reflect their economic purpose. The same will apply in the event of a gap or omission.

18.9 Swiss law will apply to the exclusion of the provisions of private international law and the Vienna Convention on Contracts for the International Sale of Goods. All disputes arising out of this contractual relationship shall be referred exclusively to the courts of the city of St. Gallen.

18.10 All references to persons are to be understood as gender-neutral.

18.11 These GTC are available in a printable format. They are available in various languages. In case of discrepancies or contradictions, the German version shall prevail.

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Agreement on Data Processing (ADV) between the owner of an AbaBridge account ("Customer") and Abacus Research AG, Abacus-Platz 1, CH-9300 Wittenbach ("Contractor").
Individually referred to as a "Party" or collectively as "Parties".

1. Preamble

(1) The Customer commissions the Contractor with tasks for processing of personal Data ("Data") within the meaning of data protection provisions. Here, the Contractor can be a data processor or an further data processor within the meaning of data protection law. Such tasks occur within the framework of performing contracts, warranty rights, hosting and service solutions, support inquiries, maintenance work, or other tasks in which the Contractor receives access to Data (also using "remote access" or data backups) or receives access to it or can become aware of it in another way by the Customer or its clients.

(2) This Agreement is executed to comply with the legal requirements. It will apply to all activities in connection with contracts concluded between the Parties in which employees of the Contractor or agents commissioned by the Contractor process the Customer's Data (this also includes Data from the Customer's clients). In addition, this Agreement will apply to any further contracts providing for data processing that the Parties may conclude with each other in the future.

2. Subject Matter of the Agreement

(1) The subject matter of this Agreement as well as its nature and purpose, are defined by the individual contracts concluded between the Parties that include data processing activities, and to which reference is made here.

(2) The data processing shall be performed by the Contractor in Switzerland and in Member States of the EU. If the Customer selects certain optional services, data processing in other third countries is also possible (details can be found in the list of other processors). Processing in a third country shall occur in compliance with the consent of the Customer granted herein. The Contractor assumes that processing in a third country is permitted. The Customer is responsible for ensuring that the necessary legal basis for lawful data processing outside of Switzerland exists.

(3) Any further offshoring of the data processing or of sub-operations thereto in additional third countries shall only occur when the special requirements under data protection law have been satisfied (e.g., adequacy decision, standard data protection clauses, approved codes of conduct, or another suitable guarantee for the data transmission).

(4) Further data processors are currently used to provide data processing in Switzerland and for sub-operations of data processing in Member States of the EU; if the Customer uses certain other optional services, data processing in other third countries is permitted. When using software and tools from data processors outside of Switzerland, the Contractor shall attempt whenever possible to find an on prem or server solution in Switzerland. The current list of the Contractor's additional processors, which is part of this Agreement, applies.

3. Term of the Agreement

(1) The term of this Agreement shall be governed by the term of the contracts having as their object data processing between the Parties insofar as no additional obligations or termination rights result from the provisions of this Agreement.

(2) The Parties can terminate this Data Processing Agreement by complying with a notice period of 4 weeks in the event of a serious violation of data protection regulations or of the provisions of this Agreement. In case of minor violations—that is, neither intentional nor grossly negligent violations—the aggrieved Party shall set a reasonable time period within which the breaching Party can remedy the violation.

4. Nature and Purpose of the Processing, Nature of the Data, as well as Categories of Data Subjects

(1) The activities of the Contractor comprise services that are related to the services described in the individual contracts concluded between the Parties and for which data processing by the Contractor may be required.

The activities of the Contractor may comprise the following:

- Hosting of applications, software solutions, and Data
- Installation and testing of software at the Customer's or its clients' site
- Remedial actions to services provided
- Maintenance, installation, and testing of provided hotfixes, service packs, and new versions of the software
- Activities in the context of support
- Access to and processing of Data of Customer or its clients
- Obtaining and processing of Data as part of a subscription
- Receiving and processing data backups

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The following types of processing are possible:

- collection, recording, organisation, or structuring of Data
- storage, adaptation, or alteration of Data
- retrieval, consultation, use, and disclosure of Data by transmission
- dissemination or otherwise making available, alignment or combination of Data
- restriction, erasure or destruction of Data

(2) The types of Data processed as well as the categories of data subjects are derived from the individual scope of the contract and the services to be provided. The following types of Data may be affected:

- Basic personal Data
- Copies and details of identity or identification papers
- Information about professional life such as job titles, functions, etc.
- Information about private life such as place of residence, marital status, etc.
- User information such as login data, customer number, user behaviour, consumer behaviour
- Communications data (e.g., telephone, e-mail address)
- Contract master data (contract title, product or contract interest)
- Customer history
- Contract invoicing or payment data
- Planning and control data
- Project data
- Reference information (from third parties, e.g., credit reference agencies, data from public directories)
- Technical information such as IP address, device information, etc.
- Any Data that the Customer transfers to the Contractor within the framework of data processing

In addition, special categories of personal data/sensitive personal data may be affected; in each case, Data is classified in accordance with the applicable data protection legislation.

This Data may affect the following categories of data subjects:

- Natural persons such as the Customer, employees of the Customer, applicants, freelancers, employees of (potential) clients, end clients and business clients, subscribers to the Customer's contract products, prospective customers, business partners, suppliers, commercial agents, salespersons, and dealers as well as their respective employees as contact persons
- In the case of legal persons, their natural persons such as their employees, employees of their business partners, contracting partners, service recipients, service providers, or other vicarious agents of (potential) clients, suppliers, salespersons, dealers
- In case of other entities, their natural persons such as the employees of public sector entities, in the form of business partners, contracting partners, service recipients, service providers, or other vicarious agents of (potential) clients, suppliers

5. Rights and Authority to Issue Instructions as well as Obligations of the Customer

(1) The Customer and its clients are solely responsible as data controllers (hereinafter "Data Controllers") within the meaning of data protection provisions for assessing the permissibility of the processing as well as for safeguarding the rights of the data subjects. The Contractor shall forward all inquiries to the Customer insofar as they are identifiably addressed to the Customer or to a Data Controller.

(2) Changes to the object of processing and changes in processes may be coordinated jointly between the Customer and the Contractor and specified in writing or in a documented electronic format.

(3) The Customer has the right to issue instructions to the Contractor and shall normally issue such instructions in writing or in a documented electronic format. The Customer shall confirm oral instructions without delay in writing or in a documented electronic format. The instructions shall be retained for their applicability period and subsequently for at least three full calendar years. Instructions that are not provided for in the individual contract shall be treated as a request for a change in services and shall be paid for by the Customer accordingly.

(4) Persons at the Customer entitled to issue instructions and persons at the Contractor receiving instructions shall be specified individually between the Parties, including the communication channels to be used.

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(5) The Customer shall inform the Contractor without delay when the Customer has discovered breaches in the protection of the Data, errors or irregularities during auditing of the contract performance results, or if such become known to it. The Contractor shall take the necessary measures to secure the Data and to mitigate possible adverse consequences for the data subjects and may consult with the Customer in this regard.

(6) The Customer and its clients are the sole Controllers for the Data that is provided to the Contractor. The Customer warrants that this Data was processed in a lawful manner (duty to provide information, legal basis, compliance with data protection principles, etc.), and may be further processed by the Contractor. The Customer shall be solely responsible for assessing the permissibility of data processing and for preserving the rights of the data subjects.

(7) In principle, the Customer will pay reasonable compensation based on the time and expense actually incurred for support services from the Contractor that were not caused by misconduct of the Contractor. The Contractor's customary hourly rates will apply.

6. Obligations of the Contractor

(1) The Contractor processes Data exclusively within the framework of the agreements made and according to documented instructions of the Customer unless the Contractor is obligated to carry out different processing under individually applicable laws and regulations (e.g., investigations by criminal prosecution authorities or national security authorities); in any such case, before processing, the Contractor shall inform the Customer of these statutory requirements unless the statutory provisions in question prohibit such disclosure in order to protect an important public interest. The purpose, nature and extent of data processing shall be governed exclusively by the present Agreement and/or the Customer's instructions.

(2) The Contractor shall promptly inform the Customer if an instruction given by the Customer obviously violates statutory provisions. The Contractor is entitled to suspend implementation of the corresponding instruction until it is confirmed or amended by the Data Controller or by the Customer after review. If the Contractor can demonstrate that carrying out a processing operation according to the Customer's instructions would render the Contractor liable, the Contractor is entitled to refrain from further processing pending clarification of the liability between the Parties.

(3) The Data made available for processing shall not be used by the Contractor for any other purposes, particularly not for the Contractor's own purposes. No copies or duplicates of the Data shall be created without the Customer's knowledge. Backup copies are excluded from this insofar as they are necessary to ensure orderly data processing, as well as Data that is necessary for compliance with statutory retention periods.

(4) The Contractor is not permitted to correct, delete, or limit the processing of Data processed under the Agreement autonomously, but only following documented instruction by the Customer.

(5) Within its area of responsibility, the Contractor shall design and monitor its internal organisation in such a way that it meets the special requirements of data protection.

(6) The Contractor shall maintain a list of all categories of processing activities carried out on behalf of the Customer, which shall include all of the information necessary for a record of processing activities.

(7) The Data processed for the Customer shall be strictly separated from other databases. Physical separation is not absolutely necessary.

(8) The data carriers originating from the Customer and/or used on behalf of the Customer shall be marked separately. Their receipt and dispatch as well as their ongoing use shall be documented.

(9) The Contractor shall cooperate to the necessary extent with the Customer in complying with the rights of the data subjects, the security of the processing, reporting of data protection violations, notification of data subjects affected by a violation of the protection, in necessary data protection impact assessments by the Customer as well as in necessary consultations with a supervisory authority, and reasonably support the Customer to the extent possible.

(10) Processing Data outside of the Contractor's premises, for instance in employees' home offices, is hereby permitted by the Customer. In such cases, the appropriate technical and organisational data security measures are taken.

(11) The Contractor agrees to maintain confidentiality at all times while processing the Data under the Agreement. This duty shall continue in effect even after the end of this contractual relationship. The Contractor shall also comply with relevant confidentiality protection rules that the Customer is subject to.

(12) Prior to commencing the processing activities, the Contractor has familiarised the employees tasked with performing data processing and other persons working for the Contractor with the provisions of data protection relevant for them, and has obligated them in a suitable fashion to maintain confidentiality for the period of their activity as well as after termination of the employment or other relationship. The employees are prohibited from processing the Data outside of the Customer's instructions unless the employees are obligated by law to carry out the processing.

(13) A data protection officer has been appointed at the Contractor. The current contact data has been published on the Contractor's website in easily accessible form.

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7. Notification Obligations of the Contractor in case of Data Breaches

(1) When the Contractor becomes aware of a data breach or a breach of data security, the Contractor shall notify this to the Customer orally, in writing or in textual form without undue delay after becoming aware of it.

(2) The notification to the Customer shall at least:

a. describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
b. describe the measures taken or proposed to be taken by the Contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

(3) Whenever a duty to provide information exists vis-à-vis third parties (such as the data subjects) or another statutory reporting obligation applicable to the Customer or a Data Controller (e.g., to a supervisory authority), the Customer or the Data Controller is responsible for complying with such duty.

8. Sub-Processing Relationships with further Data Processors

(1) Such sub-processing relationships include those services that relate directly to providing the main service or portions of the main service as provided for under this Agreement. Purely ancillary services such as telecommunications, postal, or transport services, cleaning services, or security services without a specific connection to services that the Contractor provides for the Customer are not included. Preventive maintenance, maintenance, and audit services as well as disposing of data carriers represent such sub-processing relationships insofar as access to or knowledge of the Customer's Data is possible and insofar as they are provided for IT systems that are also used in connection with providing services for the Customer.

(2) Commissioning further data processors (e.g., addition or replacement) for processing the Customer's Data is hereby generally permitted for the Contractor. A current list of such further commissioned data processors is available from the Contractor. The Customer hereby declares its consent to their assignment.

(3) The Contractor shall inform the Customer of every intended change with regard to the addition of new or the replacement of previous such commissioned data processors, by which the Customer receives the opportunity to raise objections to such changes.

(4) If no objection is raised by the Customer within the reasonable period communicated by the Contractor, the Customer agrees to the change. If an objection is made within the time limit, the commissioning shall not be permitted. In such a case, the Parties shall find a solution by mutual consent with respect to the additional data processor. If no solution by mutual consent can be found, the parties shall have an extraordinary right of termination. In emergency situations, the Customer shall raise its objection without delay.

(5) The Contractor shall ensure that it carefully selects the further data processor.

(6) Commissioning further data processors in third countries shall only be permissible when the special requirements under data protection law have been satisfied (e.g., adequacy decision, standard data protection clauses, approved codes of conduct, or another suitable guarantee for the data transmission). The Contractor shall ensure this by implementing corresponding measures. If, on the other hand, such transmission of personal data is activated by the Customer itself, compliance with the corresponding provisions shall be the sole duty of the Customer.

(7) The Contractor shall ensure by contract that the agreed upon regulations between the Customer and the Contractor will also apply vis-à-vis further data processors. The contract with the further data processor shall be drafted in written or electronic form.

9. Technical and Organisational Measures

(1) A level of protection appropriate to the risk to the rights and freedoms of the data subjects affected by the processing shall be ensured for the specific data processing. The goals of protection such as confidentiality, integrity, and availability of the systems and services as well as their resilience with regard to the nature, scope, circumstances, and purpose of the processing will be taken into account in such a way that the risk will be reduced on an ongoing basis, using suitable technical and organisational remedial measures.

(2) A list of the technical and organisational measures taken by the Contractor is available from the Contractor upon request. The measures contained therein represent the appropriate measures implemented by the Contractor to ensure a level of security appropriate to the risks assessed, taking into account the protection goals and the state of the art.

(3) As needed as well as at regular intervals, the Contractor will carry out a process to test, assess and evaluate the effectiveness of the technical and organisational measures for ensuring the security of the processing. The result together with the audit report may be communicated to the Customer upon request. The measures at the Contractor may be adjusted to technical and organisational developments over the course of the data processing relationship.

(4) Insofar as the measures taken at the Contractor do not satisfy the Customer's requirements, the Customer shall notify the Contractor immediately.

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10. Rights and Claims of the Data Subjects

(1) The Contractor shall support the Customer to the extent possible with suitable technical and organisational measures in the performance of the Customer's duties with regard to inquiries and claims of the data subjects.

(2) If a data subject contacts the Contractor with demands for correction, blocking, deletion, or access, the Contractor shall immediately refer the data subject to the Customer insofar as an obvious allocation to the Customer is possible according to the information from the data subject, and shall await the Customer's instructions.

(3) The Contractor is only permitted to provide information to third parties about Data from the data processing relationship according to prior instruction or with the consent of the Customer.

(4) The Contractor shall not be liable if the data subject's request is not responded to, not responded to correctly or not responded to in a timely manner by the Customer or its clients acting as Data Controllers.

11. Monitoring and Reviewing

(1) The Contractor shall review the internal processes at regular intervals and consents to the Customer being entitled to regularly review compliance with the regulations on data protection and data security as well as the contractual agreements to a reasonable and necessary extent, prior to the beginning of processing and during the term of the Agreement.

(2) The Contractor will cooperate in these reviews and provide support to the extent necessary. The result shall be documented.

(3) If reviews should be necessary in individual cases, these shall be carried out during normal business hours, upon reasonable advance notice and without disruption to business operations. The Contractor is permitted to make this dependent on the signing of a confidentiality agreement regarding the data of other clients and the established technical and organisational measures. The Customer consents to the appointment of an independent external auditor by the Contractor insofar as the Contractor provides a copy of the audit report upon request of the Customer.

(4) If a data protection authority or another sovereign supervisory authority carries out a review, the signing of a confidentiality statement is not necessary if this supervisory authority is subject to professional or statutory confidentiality under which a violation is subject to criminal penalties under the Swiss Criminal Code (StGB).

(5) The Customer and the Contractor shall cooperate upon request with the data protection supervisory authority in the performance of its tasks.

12. Obligations of the Contractor after Termination of the Agreement

(1) After completion of the contractual work or at any time upon request of the Customer, the Contractor shall deliver all Data and data inventories being in its possession that are related to the contractual relationship to the Customer or delete or destroy them according to data protection principles, or have them destroyed (unless a record-keeping obligation prohibits doing so). The same holds true for data backups, test and discarded material.

(2) Upon request of the Customer, the Contractor can provide proof of proper deletion of Data still existing. Documentation to be discarded shall be destroyed using a document shredder. Data carriers to be discarded shall be destroyed according to their security classification. The deletion or destruction may be confirmed to the Customer in writing or in a documented electronic format upon request, specifying the date.

(3) The Customer has the right to check that the return and deletion of the Data at the Contractor is complete and in conformity with the contract.

(4) The Contractor has a reasonable claim to remuneration vis-à-vis the Customer for the aforementioned transfer, deletion, or destruction. The Contractor's customary hourly rates will apply.

13. Liability in case of Breach of this Agreement

(1) The Customer and the Contractor shall be liable for compensation for damage that a data subject suffers due to data processing or use within the scope of this Agreement that is not permitted or incorrect according to the data protection laws vis-à-vis this data subject as joint and several debtors insofar as the applicable laws and regulations on data protection so provide.

(2) Unless the Contractor is not responsible or not fully responsible for the event causing the damage, the Contractor shall be liable to the Customer, subject to separately agreed liability regulations in the individual contracts concluded between the Parties that may include data processing, to a maximum scope of 10% of the effectively paid remuneration for the service causing the damage for the past 12 months, but no more than an amount totalling CHF 50,000.00 for direct damage arising from breaches of its data protection obligations arising from this Agreement.

(3) Any limitations on liability between the Customer and its clients as Data Controllers shall also apply to the benefit of the Contractor so that the Contractor is not obligated to indemnify the Customer for amounts that the Customer is not required to pay due to such limitations of liability.

(4) Any further liability is excluded in all other respects, to the extent permissible by law. The liability regulations agreed upon in the individual contracts concluded between the Parties shall apply to other damage not caused by a breach of data protection obligations under this Agreement.

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14. Miscellaneous

(1) Agreements on the technical and organisational measures as well as monitoring and auditing documentation shall be retained by both Parties to the Agreement for their applicability period and subsequently for three full calendar years.

(2) The Contractor retains the right to amend this Agreement for legitimate reasons. Amendments shall be communicated to the Customer within the reasonable period in writing or in another way. If the Customer does not exercise its right of extraordinary termination within one month after the date of notification, the amendments shall be deemed accepted.

(3) As a principle, amendments or supplements to this Agreement as well as ancillary agreements must be in writing or in a documented electronic format. An express notice is required that an amendment, a supplement, or an ancillary agreement to these terms is involved. This shall also apply to the waiving of this written form requirement. Unilateral amendments and supplements to this Agreement by the Contractor are excluded from this formal requirement.

(4) If Customer's assets or the Customer's Data to be processed at the Contractor become endangered by third-party measures (for instance by attachment or seizure), by an insolvency or composition proceeding or by other events, the Contractor shall immediately notify the Customer unless the Contractor is prohibited from doing so by order of a court or government agency. The Contractor shall immediately notify all competent authorities in this context that the responsibility for and ownership of the Data rest exclusively with the Customer or its clients as Data Controllers.

(5) The defence of a right of retention shall be excluded with respect to the Data processed on behalf of the Customer and the related data carriers.

(6) In the event that individual provisions of this Agreement prove to be invalid or null and void, this will not render the remaining provisions invalid or null and void. Instead, they will be replaced by clauses that most closely reflect the economic purpose of the Agreement. The same will apply in the event of a gap or omission.

(7) In case of any objections with regard to the data processing, regulations on data protection in this Agreement shall take precedence over the regulations in the individual contracts concluded between the Parties.

(8) All disputes arising out of or in connection with this Agreement shall be referred exclusively to the courts of the Contractor's registered office. However, the Contractor is authorised to also bring a dispute before the court of competent jurisdiction for the registered office of the Customer.

(9) This Agreement is governed by Swiss law to the exclusion of the conflict of law rules.

Appendices:
List "Other processors"
List "Technical and Organisational Measures"

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Annex to the agreement on commissioned data processing (ADV) between the owner of an AbaBridge account and Abacus Research AG, Abacus-Platz 1, CH-9300 Wittenbach

List "Other processors of Abacus Research AG for AbaBridge"

Name of processor	Function of the DP	Purpose of the DP	Place of DP / guarantees	Street	ZIP	Place	Country
Communication, hosting, support, analyses, etc.							
Arcanite Hosting Sàrl	Hosting Partner, IT Infrastructure Provider, Processing Transcation	Provision of infrastructure for sending and receiving documents, provision of micro-services for processing transactions.	Switzerland	Route de le ZI du Verney 6	1070	Puidoux	Switzerland
DeepCloud AG	DeepBox usage and conversion of documents Support Ninja customers	Conversion of documents Support Ninja	Switzerland	Abacus-Platz 1	9300	Wittenbach	Switzerland
TeamViewer Germany GmbH	Remote access tool for support requests	Remote access in support	Germany	Bahnhofsplatz 2	73033	Göppingen	Germany-
Mailgun Technologies, Inc.	E-mail provider	E-mail traffic	Server location EU	548 Market St	43099	San Fran-cisco	USA
Google Ireland Limited	Google Analytics, mail virus check, reCaptcha (by default), tools for analysing and securing access and content	Analysing the use of services, improving the application, security tool	EU	Gordon House, Barrow Street	4	Dublin	Ireland
Zanotta AG	File and data destruction	File and data destruction	Switzerland	Lettenstrasse 3	9008	St. Gallen	Switzerland

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