**Terms of Use of Abacus Research AG, Abacus-Platz 1, 9300 Wittenbach, Switzerland,
for the usage of Abacus REST API (November 2023)**

1. Preamble

1.1. These Terms of Use apply to usage of Abacus APIs and regulate the access of the Abacus customer ("Customer") to the Abacus APIs for connection of software applications or services ("Third-Party Software") of Software Providers ("SW Providers") to the Abacus software. By using an Abacus API, the Customer consents to these Terms of Use. It is assumed that the Customer has the necessary authorization to activate the Abacus API and to accept the Terms of Use, failing which, the Customer shall not activate an Abacus API.

1.2. In case of a discrepancy between these Terms of Use and additional terms and conditions applicable to a certain Abacus API, these Terms of Use shall take precedence over the additional terms and conditions. Details on the relevant Abacus APIs (such as their scope, purpose, technical requirements, etc.) can be found in the relevant detailed provisions, which shall also apply.

2. Subject matter of the contract

2.1. Abacus offers a variety of Abacus APIs for a wide range of use cases for Third-Party Software. Abacus may decide at its discretion whether and which Third-Party Software can be connected via Abacus APIs. The offer to connect Third-Party Software may be discontinued by Abacus at any time for good cause.

2.2. In order to use a certain API, the Customer must have a corresponding API user licence for Abacus software or Third-Party Software, and the End User Licence Agreement (EULA) also applies to the Abacus software. Under certain circumstances, further fees (such as subscription or usage fees) are payable or additional requirements must be met, about which Abacus will provide information separately.

2.3. By means of the Abacus API, data is automatically transferred between the Customer's Abacus software and the Third-Party Software, imported and/or exported, and then subsequently processed in the relevant systems.

2.4. Abacus may impose and enforce restrictions on usage of the Abacus APIs (such as limiting the number of API requests, number of users, etc.). The Abacus APIs may be used only to the specified extent.

2.5. The Customer shall not attempt to circumvent such restrictions. Customers who wish to use Abacus API beyond such limits may contact Abacus to express their requests. Abacus may deny such a request or make its acceptance conditional on additional requirements and/or fees for such use.

2.6. Abacus does not provide the Customer with support for either Abacus Software or Third-Party Software. For such support, the Customer must directly contact the Abacus sales partner and/or the third-party provider.

2.7. The Customer itself is responsible for the data processing carried out during use of the Abacus API and for compliance with the data protection and data security regulations. Abacus is a software manufacturer and is not involved in the Customer's data processing, whether as a commissioned data processor or as a data controller.

2.8. Abacus may send the Customer any necessary notifications connected with the usage of the Abacus API. Such notifications may contain confidential information. If the Customer receives such information it shall not disclose it to third parties without Abacus's prior written consent.

2.9. Abacus may monitor the technical usage of the Abacus APIs for purposes of quality assurance or improvement, to check compliance with the Terms of Use or to protect itself against misuse. Abacus may employ technical means to prevent such security problems and suspend access to the Abacus APIs without prior notice if there are grounds for assuming that these terms and conditions are being violated.

3. Warranty and liability

3.1. Abacus cannot guarantee that the functional scope of the Abacus API will meet the customer's requirements. Abacus does not test in advance the technical operation of the Third-Party Software's connection to the Abacus software via the Abacus API. Abacus does not test functions or properties of the Third-Party Software, especially not whether the transferred data is properly transmitted or displayed in the Abacus software. Abacus does not run a security check on Third-Party Software. That is the responsibility of the Customer or of the SW Provider, as its contracting partner.

3.2. These Terms of Use provide no warranty against defects in the Abacus API. Such a warranty is only provided in separate contracts concerning the Abacus software, usually between the Customer and the Abacus sales partner. Abacus, for its part, has laid down warranty provisions in its capacity as a software manufacturer vis-à-vis the Abacus sales partner. The Abacus warranty does not cover errors, irregularities or data loss within the Abacus software caused by importing data from Third-Party Software. Abacus provides no such warranty, since the Customer is responsible for the connection of the Third-Party Software and its possible effects on the Abacus software.

3.3. Any liability of Abacus for the Customer's use of the Abacus API is hereby excluded, to the extent permitted by law. Abacus is not responsible for the connected Third-Party Software and disclaims any and all warranties and liabilities in that respect.

4. Duration of use

4.1. Use of the Abacus API by a Customer only takes place after licensing and activation of the Abacus API by the Customer, whereby the Customer releases and consents to the data exchange. The Customer may terminate the use of the Abacus API at any time. The Customer shall observe the existing notice periods for termination of the use of the Third-Party Software, which depend on the Customer's contract with the SW Provider.

4.2. Abacus may modify these Terms of Use in whole or in part. Customers who disagree with the modified Terms of Use may terminate the use of the Abacus API. By continuing to use the Abacus API, the Customer declares acceptance of the modified Terms of Use.

5. Final provisions

5.1. 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.

5.2. The terms of use are available in various languages. In case of any discrepancies or contradictions, the German version shall prevail.