

## 1 General

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") contain the framework conditions for all services provided by LAKE Solutions AG (hereinafter referred to as "LAKE") to its customers (hereinafter referred to as "CUSTOMER") (together referred to as "Parties").
- 1.2 In addition to these GTC, area-specific additional terms and conditions apply depending on the type of service purchased, in particular for managed services, trusted cloud services and the sale of hardware and software. These additional terms and conditions are an integral part of the contractual agreement between the parties. For all other services for which no separate additional terms and conditions exist, these General Terms and Conditions apply exclusively.
- 1.3 In the event of contradictions, the offer/agreement including annexes shall take precedence over these GTC. More recent provisions shall take precedence over older ones.
- 1.4 By accepting the offer, placing an order or signing the individual agreement, the CUSTOMER expressly accepts these GTC.

## 2 Offer and order placement

- 2.1 Quotations shall be prepared or separate, individual agreements concluded for the desired services and deliveries. These General Terms and Conditions form an integral part of the quotation/agreement. The signed quotation/agreement may be supplemented by protocols, concepts, specifications, configuration sheets, price lists, etc. These form an integral part of the corresponding quotation/agreement and specify the details thereof.
- 2.2 LAKE provides services that are defined in more detail in the quotation/agreement.
- 2.3 Offers from LAKE are made in writing and are non-binding, unless expressly agreed otherwise in writing. A contract is only concluded when the offer is signed by the CUSTOMER or confirmed by email, or by an order confirmation signed by LAKE.
- 2.4 Individual agreements between LAKE and the CUSTOMER shall only come into effect upon signature by LAKE.

## 3 Services provided by LAKE

- 3.1 The scope of the service and/or delivery is determined by the respective offer or order confirmation from LAKE or the respective agreement with its

integrated annexes. Depending on the offer, LAKE provides the following services:

- 3.2 LAKE shall decide freely and conclusively on the procedure, methods and resources used. LAKE shall provide its services professionally and with due care.
- 3.3 The CUSTOMER is aware that the scope of services in the offer/agreement can be further specified by agreement between the parties. These agreements must be recorded in writing and sent to the parties. If no objection to the recorded content is made within 5 days, it shall become an integral part of the contract.
- 3.4 The naming of persons in the offer/agreement is always non-binding. LAKE is entitled to engage third parties to perform the services owed; the CUSTOMER will be informed of this in advance. Any additional costs incurred for third parties engaged at the CUSTOMER's request shall be borne by the CUSTOMER. Liability for third parties engaged at the CUSTOMER's request is excluded.
- 3.5 Upon termination of the contractual relationship, LAKE undertakes to destroy or delete any confidential information of the customer that LAKE has processed or received on behalf of the customer.
- 3.6 This obligation also applies to all other documents or data that have been created or otherwise generated on the basis of the aforementioned documents or data.

## 4 Customer's obligation to cooperate

- 4.1 It is assumed that the CUSTOMER has exported or imported hardware and software in accordance with any export or import regulations and has a valid licence for the software.
- 4.2 For software services, it is assumed that the requirements listed in the relevant product/licence terms and conditions have been met by the CUSTOMER.
- 4.3 The CUSTOMER is obliged to carry out all necessary preparatory and cooperation activities. They shall inform LAKE of the responsible and technically competent contact person and provide them with sufficient resources to manage the project. The contact person is authorised to sign any protocols and to approve the work. They shall designate a substitute and notify LAKE immediately of any changes to the contact person. The CUSTOMER is responsible for internal coordination and the internal decision-making process ( ).
- 4.4 For safety reasons, a competent employee of the CUSTOMER must be present at the installation site while LAKE is providing services on site.

- 4.5 The CUSTOMER shall provide the necessary system documentation required by LAKE for the provision of services (e.g. manuals, diagnostic software, etc.).
- 4.6 The CUSTOMER shall grant LAKE personnel access to the necessary equipment. The CUSTOMER shall create all conditions within its sphere of operation that are necessary for the proper performance of services by LAKE employees, in particular in the data processing environment. This includes the obligation to provide the information, data and documents necessary for the performance of the work in a timely manner.
- 4.7 The CUSTOMER must inform LAKE on its own initiative of all developments, incidents and findings known to it that could be relevant to the provision of the services. At LAKE's request, the CUSTOMER shall confirm the completeness of the documents and information in a written statement prepared by LAKE.
- 4.8 The CUSTOMER must inform LAKE immediately if technical requirements or legal, official and other regulations at the destination change, insofar as these changes are relevant to the costs, execution or use of the ordered products and services.
- 4.9 For services provided via remote access, the CUSTOMER shall provide the appropriate infrastructure.
- 4.10 The CUSTOMER undertakes to issue instructions in a timely, clear and appropriate manner and, at LAKE's request, in writing. Changes and additions to the subject matter and/or scope of the services owed are non-binding without written confirmation from LAKE.
- 4.11 Passwords must be chosen and stored appropriately by the CUSTOMER and protected from access by third parties. LAKE accepts no responsibility for the use of passwords. Any misuse of the customer account or access must be reported to LAKE in writing immediately after it becomes known.
- 4.12 The CUSTOMER is responsible for storing the access data. The CUSTOMER is responsible for the software products they have purchased themselves.
- 4.13 If the CUSTOMER fails to fulfil their contractual obligations, in particular their obligations to cooperate and other obligations, or fails to do so in a timely or proper manner, they shall be responsible for all consequences. Any additional costs resulting from this shall be borne in full by the CUSTOMER. The right to claim compensation for further damages arising from this is expressly reserved.

## 5 Delivery and acceptance

- 5.1 The dates specified in the offer/agreement are binding if they are expressly designated as such. The deadlines shall be automatically extended if LAKE is delayed due to circumstances for which the CUSTOMER or third parties are responsible, or in the event of technically-related downtimes for which LAKE is not responsible or which it cannot influence, for example, the unavailability of hardware and software components or lines.
- 5.2 In the event of impossibility of performance through no fault of its own – in particular in the event of failure of deliveries or services by third parties through no fault of its own – LAKE shall be released from its obligation to perform after written notification to the contractual partner, without this giving rise to any claims against LAKE.
- 5.3 Delays in the delivery of LAKE products of its own origin shall release the CUSTOMER from its obligation to accept delivery after a period of one month has elapsed since the agreed delivery date. The CUSTOMER must notify LAKE in writing of its waiver of acceptance immediately after the aforementioned periods have expired.
- 5.4 If the CUSTOMER notifies LAKE of its waiver of acceptance, services already rendered shall be compensated in accordance with the agreed rates and conditions. The CUSTOMER shall remunerate LAKE for work already performed and shall indemnify LAKE in full.
- 5.5 The above provisions conclusively describe the CUSTOMER's claims arising from delay or non-performance.
- 5.6 If bindingly agreed deadlines are not met for reasons for which the CUSTOMER is responsible, the CUSTOMER shall bear the additional costs incurred as a result.

## 6 Terms of payment

- 6.1 Prices are strictly net and, unless expressly stated otherwise, in Swiss francs; value added tax is shown separately. Accessories, installation work, data preparation and installation materials (e.g. cables, plugs, etc.) will be charged separately at the agreed price or in accordance with the price list.
- 6.2 LAKE's offers/agreements are based on the information and documents available at the time of preparation. If a flat rate has been agreed and LAKE has not been made aware of all the technical and organisational details required to prepare the offer, or if these have changed after the offer/agreement has

been made, LAKE expressly reserves the right to increase the remuneration specified in the offer/agreement. The same applies to the complication or extension of the work due to subsequent requirements of the CUSTOMER or due to the occurrence of special circumstances that were not foreseeable at the time of the offer/agreement.

- 6.3 If the CUSTOMER is in default, LAKE is entitled to charge default interest of 5%. If there are signs of insufficient solvency or if the CUSTOMER is in default, LAKE may withhold further services or only provide them against advance payment, or may withdraw from the contract without further notice, with full indemnification. LAKE reserves the right to claim damages in any case. Signs of insufficient solvency include, but are not limited to, repeated payment delays, ongoing debt collection proceedings, impending or initiated bankruptcy proceedings and negative credit reports. LAKE reserves the right to claim damages in any case.

## **7 Remuneration for deliveries**

- 7.1 The amount of remuneration for deliveries is specified in the offer or the individual agreement including annexes.
- 7.2 Deliveries are payable within 20 days (net).
- 7.3 Our prices are based on the purchase, material, component, energy, transport, exchange rate, and license costs valid at the time of conclusion of the contract, as well as the price lists of our manufacturers and suppliers.
- 7.4 If these costs increase between the conclusion of the contract and delivery or performance of the service, we shall be entitled to adjust the agreed price to the extent of the verifiable cost increase.
- 7.5 A price adjustment is permissible in particular in the event of:
- Manufacturer or supplier price increases
  - Exchange rate changes for foreign currency purchases
  - Increases in import duties, customs duties, or transport costs
  - Increases in the cost of components or raw materials
- 7.6 If the price increase exceeds 15% of the agreed net price, the customer is entitled to withdraw from the contract in writing within 10 days of notification of

the adjustment with regard to the part of the contract that has not yet been fulfilled

## **8 Remuneration for services**

- 8.1 The fees for services are specified in the offer/agreement.
- 8.2 Unless otherwise agreed, remuneration for services is invoiced on a monthly basis based on the applicable LAKE rates according to the time and materials incurred. All invoices are due for payment within 20 days of the invoice date without deduction.
- 8.3 The hourly rates apply to services provided between 7 a.m. and 7 p.m. from Monday to Friday. For work that must be carried out in consultation with the CUSTOMER between 7:00 p.m. and 7:00 a.m. Monday to Friday and on Saturdays, the surcharge is 50% of the hourly rate. On Sundays and public holidays (Canton of Zurich), the surcharge is 100% of the hourly rate.
- 8.4 All fees apply to services in Switzerland or Liechtenstein.
- 8.5 If instructions and/or additions to the subject matter and/or scope of services on the part of the CUSTOMER result in additional costs for LAKE, LAKE is entitled to pass these on to the CUSTOMER.
- 8.6 LAKE is entitled to adjust the agreed fees if significant cost factors change, in particular:
- Manufacturer and license costs
  - Personnel and support costs
  - Infrastructure, energy, and hosting costs
  - Statutory charges
- 8.7 The adjustment shall be made in good faith in accordance with the actual cost development.
- 8.8 Fee changes for services shall be communicated in writing at least 30 days before they take effect.
- 8.9 If the increase exceeds 10% of the last valid fee, the customer may terminate the contract in writing at the time the adjustment takes effect.

## **9 Cancellations**

- 9.1 By placing an order and confirming the order, LAKE undertakes to provide the services and the CUSTOMER undertakes to accept them. The cancellation of an order before a product is shipped or installed or before a service is used will only be accepted after a prior written request and subsequent written consent by LAKE.
- 9.2 In the event of cancellation of an order, the CUSTOMER undertakes to compensate LAKE in full for

the expenses already incurred and, subject to further claims (such as loss of profit), to pay an additional 25% of the agreed price for administrative costs.

9.3 In the event of cancellation of periodic service contracts, the amount owed for the first 12 months shall be payable.

9.4 Goods that have already been ordered or produced, non-cancelable manufacturer products, and software and license orders that have been triggered must be paid for in full in all cases.

## 10 Contract amendments and termination

10.1 Amendments and additions to offers/agreements, as well as termination and any warnings, must be made in writing to be valid.

10.2 The scope of services of the offer/agreement may be further specified by agreement between the parties. These agreements must be recorded in writing and sent to the parties. If no objection to the recorded content is made within 5 days, it shall become an integral part of the contract. The CUSTOMER is aware that this specification may reduce or increase the scope of services.

10.3 Agreements on periodically recurring services (e.g. rent, licences, service subscriptions, maintenance) may be terminated by either party in writing at the end of an annual contract period, subject to a notice period of three (3) months. If LAKE increases its fees during the term of the contract, the CUSTOMER has the right to terminate the affected service extraordinarily with three (3) months' notice to the end of a calendar month. In this case, the CUSTOMER will be informed in good time in accordance with clause 12.6. Deviating contractual provisions remain reserved.

10.4 LAKE shall be entitled to terminate the contract without notice in the event of the following breaches of contract by the CUSTOMER in particular:

- serious breach of contract, such as violation of confidentiality or export regulations
- illegal actions or the use of the services for unlawful purposes
- unauthorised use of software
- if the measures taken in the event of a written reminder for late payment have been unsuccessful or no agreement has been reached regarding security
- if enforcement, bankruptcy or composition proceedings are opened or imminent against the CUSTOMER

10.5 In the event of termination for the above reasons, the CUSTOMER shall owe LAKE the fees owed until the ordinary termination of the contract and, if applicable, compensation for additional costs incurred as a result of the termination of the contract without notice.

10.6 LAKE is entitled to delete the CUSTOMER's data after the contract expires; the CUSTOMER is responsible for backing up the data in good time.

## 11 Brochures and technical documentation

11.1 Brochures, catalogues and digital information (e.g. general information on the website, in presentations or by email) are for information purposes only and are not binding without an express contractual agreement. Information in technical documentation is only legally binding if it has been expressly confirmed in writing or as part of the offer or contract documents.

## 12 Legal warranty

12.1 The parties assure each other that the software, know-how, data carriers and documentation provided do not infringe any third-party property rights. If a third party nevertheless asserts an infringement of property rights, each party shall inform the other in writing without delay of the claims made and grant the other party every opportunity to defend itself.

12.2 If one party is responsible for the infringement of third-party property rights, it shall compensate the other party for any damage or claims for damages made against it.

## 13 Liability

13.1 LAKE shall be liable for direct damage caused by it or a third party engaged by it through intent, malice or gross negligence, unless it can prove that neither it nor the third party involved is at fault.

13.2 LAKE shall be liable at most for the damage incurred, but liability shall in any case be limited to:

- a) a maximum of CHF 1,000,000 or
- b) a maximum of the total contract amount if this is less than CHF 1,000,000.

13.3 LAKE expressly and completely excludes any liability for slight negligence, indirect damage and consequential damage, for loss of profit and for damage resulting from the use of the work results, as well as claims by third parties (except for third-party property rights).

13.4 LAKE shall not be liable if it is prevented from performing its obligations under this contract in a timely

or proper manner for reasons for which it is not responsible.

- 13.5 The CUSTOMER is responsible for taking the necessary security measures to protect stored data from destruction and loss. In particular, liability for indirect damages or consequential damages, such as lost profits, additional expenses or personnel costs incurred by the CUSTOMER, data loss, as well as liability for auxiliary persons and damages resulting from delayed performance, is excluded to the extent permitted by law.
- 13.6 In the event of data loss, LAKE shall only be liable if data backup is part of the service to be provided by LAKE. Any further liability is excluded.
- 13.7 The CUSTOMER undertakes to comply fully with the licence terms (in particular EULAs) of the respective manufacturers. In the event of unauthorised use or disclosure of licensed material, the CUSTOMER shall be liable for all resulting damages, costs or claims – including any third-party claims – and undertakes to fully indemnify and hold LAKE harmless from all resulting claims.
- 13.8 LAKE shall not be liable for delays or service failures due to export or import restrictions, sanctions, official requirements or force majeure.

## 14 Ownership

- 14.1 Ownership of delivered products remains with LAKE until full payment has been made. LAKE is entitled to have the retention of title entered in the retention of title register at the competent debt enforcement office. The CUSTOMER undertakes to notify LAKE immediately in writing of any change of residence or relocation of its registered office.
- 14.2 All resources provided for the performance of the service (e.g. software, documentation and hardware) remain the property of LAKE and may only be used by LAKE and its agents. None of these resources may be copied or passed on or made accessible to third parties or unauthorised persons employed by the CUSTOMER. Upon termination of the contractual service for a system or network, these programmes and any existing backup copies must be deleted by the CUSTOMER. LAKE may request written confirmation of the deletion.

## 15 Intellectual property, property rights & terms of use

- 15.1 The intellectual property rights to the software and hardware products supplied, all documents and documentation handed over to the CUSTOMER, and the results of the services provided remain with LAKE or

are transferred from the relevant manufacturer to LAKE.

- 15.2 The fulfilment of this contract does not include the granting of any rights or licences to any patent, copyright, trademark, trade secret or other property right belonging to LAKE.
- 15.3 Copyrights to work results arising in the course of joint projects and/or this contract shall be jointly owned by the parties, provided that these results are the product of actual joint development. Copyrights to results developed or conceived exclusively by LAKE shall be owned exclusively by LAKE. The CUSTOMER warrants that its contractual agreements with employees and third parties ensure that in such cases a transfer of the corresponding copyrights to LAKE is possible and effective.
- 15.4 The CUSTOMER undertakes to structure its contractual relationships with employees, auxiliary persons or third parties engaged by it in such a way that LAKE can be transferred or granted the intellectual property rights necessary for the fulfilment of the contract (in particular copyrights and the right to register property rights) without restriction to the extent intended for use.
- 15.5 Unless expressly agreed otherwise, the CUSTOMER shall only acquire the personal, non-exclusive and non-transferable right to use such licensed material in its latest valid, unmodified form on the systems installed at its premises for its own needs.
- 15.6 The CUSTOMER is only entitled to pass on LAKE's work results with LAKE's prior written consent. The parties agree that the customer may pass on these work results to its affiliated companies.
- 15.7 All information contained in quotations, solution proposals, concepts or appendices is the intellectual property of LAKE and may only be disclosed to persons involved in the implementation of the project.
- 15.8 Any use of LAKE's work results beyond what is contractually agreed is subject to approval and, unless otherwise agreed in writing, subject to remuneration.
- 15.9 The ownership, copyright, trademark and/or licence rights to software and hardware components, symbols, logos, websites and other documents and data belonging to LAKE remain exclusively with LAKE.
- 15.10 The CUSTOMER is not entitled to modify, copy, reverse engineer, break it down into its components, lease it, sell it, pledge it or otherwise derive the source code or use the software as a basis for the creation of other software programmes, derivative

works or in any other way that could infringe the rights of LAKE or third parties.

- 15.11 However, the CUSTOMER may make a copy of the software for backup and archiving purposes. All notices and markings, including copyright, trademark and licence rights of the original, must be included on the backup copies.
- 15.12 The sovereignty of all customer data stored at LAKE shall remain with the CUSTOMER at all times and exclusively during the term of the contract.
- 15.13 LAKE is entitled to use general ideas, concepts and procedures developed or discovered in the course of developing the LAKE service for the CUSTOMER, either alone or together with the CUSTOMER's staff, for the same or similar projects with third parties.
- 15.14 The data stored or backed up by the CUSTOMER under this contract on any hardware or software components of LAKE belong solely and exclusively to the CUSTOMER. LAKE does not acquire any property rights or intellectual property rights to this data at any time.

## 16 Transfer of customer data

- 16.1 The CUSTOMER agrees to the electronic transmission of their data via a public network infrastructure (the Internet).
- 16.2 Unless there is gross negligence or wilful misconduct on the part of LAKE, the CUSTOMER bears the risk of any data loss or falsification during electronic transmission via public networks.
- 16.3 LAKE's responsibility for the data begins when the data is received in the LAKE Trusted Cloud and ends when the data is delivered from the LAKE Trusted Cloud.

## 17 Data protection

- 17.1 The parties agree that, at the customer's request, they will enter into a data processing agreement or other supplementary agreement on data protection and confidentiality that the customer reasonably requires in order to comply with applicable data protection laws and to protect trade secrets and other confidential materials of the customer and its affiliates.
- 17.2 The CUSTOMER undertakes to comply with data protection legislation. If LAKE has to comply with special regulations regarding data protection and security, the CUSTOMER must expressly inform LAKE of this in writing and in good time.
- 17.3 The operation of international networks may be subject to the legal norms of various countries,

particularly with regard to cross-border data traffic. Compliance with the relevant regulations is the sole responsibility of the CUSTOMER.

- 17.4 LAKE complies with the applicable data protection legislation and, in particular, the data processing principles. It stores personal data only for the purpose of fulfilling its contractual obligations and only to the extent necessary for this purpose. LAKE employees are trained and sensitised accordingly. The CUSTOMER confirms that it is aware of how LAKE handles data and that it agrees to this.
- 17.5 The parties shall take appropriate technical and organisational measures to ensure the security and integrity of the data.
- 17.6 The CUSTOMER is aware that they remain responsible for their data collections and are therefore also responsible for any requests for information. The CUSTOMER is also responsible for obtaining any necessary consent.
- 17.7 The CUSTOMER explicitly undertakes to ensure that their data does not contain any illegal content or content that is relevant under criminal, civil or public law. They acknowledge that, in the event of criminal prosecution, LAKE will cooperate fully with the authorities in accordance with the relevant legal provisions.

## 18 Confidentiality

- 18.1 The CUSTOMER undertakes, on behalf of itself and its employees, to treat all documents and information that are not generally known and that it learns about as a result of its business relationship with LAKE as strictly confidential and not to make them accessible to unauthorised third parties in any way, either in whole or in part. This obligation shall remain in force even after the services have been performed.
- 18.2 The CUSTOMER undertakes to impose this confidentiality obligation on all third parties involved.
- 18.3 LAKE is entitled to reuse knowledge, experience and methods in the field of data processing gained in the course of fulfilling the order for the CUSTOMER in other projects, provided that no confidential or protected information of the CUSTOMER is disclosed or used in the process.

## 19 Security guidelines

- 19.1 If the CUSTOMER violates system and network security, this shall be deemed a breach of contract for which the CUSTOMER shall be liable under civil law and, if applicable, under criminal law, notwithstanding the limitations of liability set out in Section 19. In

particular, the following actions constitute such violations of system and network security:

- Unauthorised access to or use of data, systems and network elements, testing the vulnerability of the system or network competence without prior consultation, or attempting to breach security precautions and authorisation measures without obtaining the prior written consent of the party concerned.
- Unauthorised monitoring of data traffic without prior written permission from the competent authorities or the network owner.
- Interference with the systems of LAKE and its CUSTOMERS, in particular by means of e-mail or other mass mailings or other attempts to overload the system.
- Manipulation of control information in TCP/IP packets, e.g. TCP/IP addresses or information in the control section of an electronic message.

## **20 Final provisions**

- 20.1 In case of any ambiguities, the CUSTOMER must immediately notify LAKE.
- 20.2 Should parts of these GTC be void or become legally ineffective, the remaining provisions of these GTC shall continue to apply. The parties shall fill any gaps with provisions that come as close as possible to the ineffective provisions in economic and legal terms.
- 20.3 Amendments and additions to these GTC and the offer/agreement, as well as terminations and any warnings, must be made in writing to be valid. Emails are considered written communication.
- 20.4 This contract or individual rights and obligations may only be transferred to third parties with the prior written consent of the contractual partner. The contracting parties undertake to transfer all rights and obligations arising from this contract to any legal successors.
- 20.5 The offsetting of mutual claims requires the written consent of both parties.
- 20.6 These GTC and all agreements between the CUSTOMER and LAKE are subject to Swiss law. The application of the Vienna Sales Convention is expressly excluded.
- 20.7 The place of jurisdiction for all legal disputes arising from the business relationship between the CUSTOMER and LAKE is the registered office of LAKE, whereby LAKE is also entitled to bring legal action at the registered office of the CUSTOMER.