Terms for the Use of "AbaWeb by Fidigit"

1. Contract

1.1 These "AbaWeb by Fidigit" terms form an addendum to the Contract for the provision of services ("Contract") concluded between the client and Fidigit (Schweiz) AG, Switzerland, and form an integral part of the Contract. In the event of contradictions between these "AbaWeb by Fidigit" terms, the General Terms and Conditions of Business and the Contract, the Contract takes precedence over the "AbaWeb by Fidigit" terms and the "AbaWeb by Fidigit" terms over the General Terms and Conditions of Business.

2. AbaWeb by Fidigit

2.1. Under the term "AbaWeb by Fidigit" (hereinafter referred to as AbaWeb), Fidigit (Schweiz) AG provides the software „Abacus" (Software) under the URL mentioned in the Contract for use pursuant to the Contract. The Software will be implemented on infrastructure provided by Fidigit (Schweiz) AG.

2.2 At the client's request and against separate remuneration AbaWeb can be integrated into the client's IT environment by means of interfaces. Details are specified in the Contract.

2.3. Fidigit (Schweiz) AG confirms that it holds the rights required for use of the Software. The client or the authorised users acquire only the right to use the Software pursuant to the Contract, but holds no further rights. All existing or future intellectual property rights in connection with the Software remain vested with Fidigit (Schweiz) AG or the respective third party and remain unaffected by the Contract.

2.4. In the event that Fidigit (Schweiz) AG hosts the Software, Fidigit (Schweiz) AG undertakes adequate measures to operate, maintain and make the Software available to the client according to the Contract.

3. Software

3.1 The Software is and will be further developed exclusively by the manufacturer of the Software. Fidigit (Schweiz) AG assumes no warranty or liability in connection with the Software or for Software defects.

4. Hardware and Software with the client or third parties

4.1. The client is responsible for providing the necessary IT infrastructure (Hardware and Software) and for the related operation and maintenance necessary for access to AbaWeb system. The client bears all costs incurred in connection with this purpose.

4.2. With regard to the IT infrastructure (Hardware and Software) it has provided, the client is itself solely responsible for suitable security measures, such as, in particular, access protection, data protection and virus protection.

4.3. Fidigit (Schweiz) AG assumes no liability for direct or indirect damages resulting from or in connection with the use of hardware and software provided by the client necessary for access to AbaWeb. Fidigit (Schweiz) AG is also not responsible for delays, based on the fact that the client has not fulfilled its cooperation obligations or for delays, for which third parties are responsible. In such a case any agreed deadlines or SLAs are deferred appropriately.

5. Access and use

5.1. The scope of the client's use is governed by the subscription(s) agreed in the Contract. Fidigit (Schweiz) AG shall customize the operational parameters of AbaWeb in accordance with the Contract. Any required additional implementation and configuration shall also be specified in the Contract.

5.2. It is the client's obligation to define which of its employees are to be granted access to Fidigit (Schweiz) AG AbaWeb („Authorised Users"). The number of Authorised Users is governed by the Contract.

5.3. During the term of the Contract the client and the Authorised Users are given access to the Software according to and for the purpose defined in the Contract. Prior to their first access to Fidigit (Schweiz) AG AbaWeb the client informs the Authorised Users about the contractual use and ensures that the Authorised Users will comply with the Contract.

5.4. Authorised Users can log in to Fidigit (Schweiz) AG AbaWeb with a two-factor identification (e.g. Swisscom's „Mobile ID"). The client is entirely responsible for ordering this two-factor identification for the authorised users. The costs of this are invoiced to the client directly by the appropriate provider. It is also possible to create a login via AbaAccess (two-factor authentication from Abacus). Both options are only possible with a smartphone.

5.5. The client submits a written request for activation to Fidigit (Schweiz) AG for new authorised users. If the Contract foresees a maximum number of Authorised Users, the client must request from Fidigit (Schweiz) AG the activation of additional Authorised Users. It is entirely at the discretion of Fidigit (Schweiz) AG whether to activate access for these additional users against appropriate remuneration.

5.6. If an Authorised User resigns, the client must inform Fidigit (Schweiz) AG in writing immediately, in order that the corresponding Fidigit (Schweiz) AG AbaWeb access can be withdrawn.

5.7. Fidigit (Schweiz) AG, to the extent permitted by law, excludes all liability for any negative impact of whatever nature in connection with cancellation requests not made, not made in good time or not correctly made.

5.8. The client ensures that Fidigit (Schweiz) AG AbaWeb is used only by the Authorised Users and as contractually agreed and that the Authorised Users do not disclose their personal two-factor identification. Secure custody of the two-factor identification by the Authorised Users and compliance with the contractually agreed use of Fidigit (Schweiz) AG AbaWeb by the Authorised Users is the sole responsibility of the client. Fidigit (Schweiz) AG accepts no liability for consequences, which arise from an improper use of the two-factor identification or from improper access to and use of Fidigit (Schweiz) AG AbaWeb.

5.9. If an Authorised User does not adhere to the contractually agreed use, the client informs Fidigit (Schweiz) AG immediately, in order that Fidigit (Schweiz) AG can withdraw the corresponding Fidigit (Schweiz) AG AbaWeb access.

5.10. The client assures that neither it, nor the Authorised Users nor other third parties will (a) use the Software (or parts thereof) for a usage other than contractually agreed; (b) sell, license, transfer,

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distribute or otherwise make the Software available to third parties other than to Authorised Users expressly foreseen in accordance with the Contract; (c) give third parties the impression of selling, licensing, transferring, distributing or otherwise making the Software (or parts thereof) available; (d) reproduce the Software, or use it for the development of software, modify or otherwise change it; (e) use related processes, algorithms, workflows, know-how, hierarchies and concepts etc. for the development of products or the rendering of services; (f) by other means or other websites than over the URL foreseen for this purpose by Fidigit (Schweiz) AG make the Software accessible; (g) use the Software for an illegal purpose or to infringe the rights of third parties; (h) use the Software for the transmission or spreading by other means of viruses, computer worms, Trojans, spyware, ransomware, malware or other harmful or potentially harmful programmes; (i) remove from the Software or alter notices, copyrights, trademarks, references of all kinds (including about confidentiality) or other disclaimers; (j) impair or interrupt servers, systems, networks, used for providing the Software or the Software itself and that they will not infringe the requirements, instructions, business conditions of the corresponding suppliers; (k) carry out or publish benchmark tests or other comparisons of the Software with other third party products, software, platforms or materials; (l) obtain access to the Software by avoiding or infringing the technical controls or security measures foreseen by Fidigit (Schweiz) AG.

5.11. Fidigit (Schweiz) AG has the right, but not the obligation, to monitor the use of the Software by the client and the Authorised Users.

5.12. The client is responsible for observing any regulatory, legal and operating requirements applicable to the client as well as its duties to third parties, if any. The client will inform Fidigit (Schweiz) AG about all regulatory, legal and operating requirements applicable for its industry, to the extent they are relevant for the rendering of the contractual services by Fidigit (Schweiz) AG.

6. Data protection, security and integrity

6.1. Fidigit (Schweiz) AG performs the data processing only within the terms of the agreements made and following the instructions of the client and does not use the data for purposes not covered by this Contract.

6.2. Fidigit (Schweiz) AG applies appropriate administrative, technical and operating security measures to ensure the confidentiality of the data Fidigit (Schweiz) AG processes in accordance with the Contract. Fidigit (Schweiz) AG ensures that the data entered in Fidigit (Schweiz) AG AbaWeb are seen and processed only by authorised Fidigit (Schweiz) AG employees.

6.3. The client confirms that the data made available by the client for Fidigit (Schweiz) AG's provision of the services are correct and complete. The client will inform Fidigit (Schweiz) AG immediately, if it discovers that data are not correct or complete.

6.4. The data backup of the Fidigit (Schweiz) AG AbaWeb system is performed by Fidigit (Schweiz) AG based on its internal data backup concept (hourly backup). On customer request and against separate remuneration, Fidigit (Schweiz) AG may provide a separate data backup for customer-specific information and data.

6.5. The client is responsible for the observance of the applicable data protection laws and regulations and its internal rules in this respect. The client acknowledges that in certain circumstances „sensitive

personal data" in the sense of Art. 3. c. Federal Data Protection Law (DSG) may be processed, which are subject to specific requirements.

6.6 The client ensures that all consents required by law (in particular from its customers and/or employees) for the processing of data by third parties are available on time. Fidigit (Schweiz) AG is entitled to request these consents from the client or to conduct spot checks and review the respective consents. The client reimburses Fidigit (Schweiz) AG for any loss resulting from any third party claims in connection with client's breach of clause 6.

6.7. The costs, if any, of reconstructing data or the re-loading of data as a result of the client's incorrect entries will be charged to the client at cost.

6.8. In case the client's employees' use mobile devices in connection with the services provided by Fidigit (Schweiz) AG, the client ensures that all necessary consents by the employees for storing their own data (such as salary statements or salary certificates) on the mobile device are available. The security of mobile devices is responsibility of the client.

6.9. If during the term of the Contract the client requests the deletion of data it has entered in the Software, Fidigit (Schweiz) AG will endeavour to comply with this request, whereby the related costs will be invoiced to the client at cost. However, the client acknowledges that a complete deletion of such data cannot be guaranteed because of automatic back-up procedures or similar processes.

6.10. Fidigit (Schweiz) AG may use and disclose to the Authorised Users information and data, which the client and the Authorised Users have entered into the Fidigit (Schweiz) AG AbaWeb system, in connection with the operation of the Software and the contractual provision of the services.

7. Hotline and support

7.1. Fidigit (Schweiz) AG makes available for support enquiries a telephone and e-mail hotline („Hotline"). Use of the Hotline by the client is charged separately.

Hotline hours	Monday - Friday (excluding Swiss federal holidays), from 8:00 am to 12:00 am / 1:00 pm to 5:00 pm for enquiries about Abacus and AbaWeb. Enquiries over the Hotline are chargeable and are invoiced based on effective costs at the hourly rate as set forth in the Contract.
Hotline number and Hotline e-mail address	The Hotline can be reached during Hotline hours as follows: Telephone: +41 58 906 16 16 E-mail: abacus.support@fidinam.ch For internal quality control purposes calls may be recorded.

7.2. For the administration of open support cases, the client can use the WebTicketing system if desired. The corresponding environment is made available by Abacus Research AG.

7.3. With the use of the WebTicketing system the client consents to the encrypted transmission of the data and information it has gathered via the data channels and procedures provided by Abacus Research AG to Fidigit (Schweiz) AG.

7.4. The client acknowledges that all Authorised Users of the client, regardless of the originator of a WebTicket, can view all WebTickets related to the client and the client ensures that it does not transfer any data to Fidigit (Schweiz) AG via the WebTicketing system, which requires special protection as set forth in Clause 7.2. The client shall reimburse Fidigit (Schweiz) AG for any loss, which is incurred based on claims by third parties in connection with the transmission of data requiring special protection via the WebTicketing system.

8. Availability of AbaWeb

8.1 Subject to the following restrictions, Fidigit (Schweiz) AG AbaWeb is available to the client throughout the year and as follows:

Operating hours	Wednesday* from 12:00 am - 8:00 pm
	Other days from 12:00 am - 12:00 am
	Exception: Installation of updates, service packs and hotfixes
	*Excluding Swiss federal holidays
Maintenance window	Wednesday from 8:00 pm - 12:00 am, excluding Swiss federal holidays.
Updates, service packs and hotfixes	Updates, service packs and hotfixes may be installed by Fidigit (Schweiz) AG at any time. System interruptions as a result of updates, service packs and hotfixes are announced in advance.
Availability	99% during operating hours based on a calendar year. Availability is measured locally and without network effect at the highest Service Layer, for which Fidigit (Schweiz) AG is responsible. Excusable down-times as set forth in Clause 8.3. are excluded when calculating the Availability.

8.2. Down-time is when the system in question is not available for the end users. Down-time is calculated (during operating hours) from the commencement of the failure until the system becomes available again.

8.3 The following failures qualify as excusable down-time and do not affect the Availability:
- Maintenance windows as set forth in Clause 8.4
- Down-time caused by actions or omissions of the client, the Authorised Users, its affiliates, third parties or services recipients.
- Down-time, for which the client is responsible for, e.g. application errors, erroneous manipulations.
- Prioritisations of available resources undertaken by the client.

- Changes in the IT environment by the client, which were not communicated to Fidigit (Schweiz) AG according to the agreed process.
- Circumstances constituting force majeure.

8.4. The regular maintenance work is performed on Wednesdays between 8.00 pm and 12.00 am and is not specially communicated. Maintenance work to be undertaken urgently is notified to the client at short notice.

9. Warranty and liability

Clause 9 of the General Terms and Conditions of Business is not applicable and shall be replaced as follows:

9.1 Fidigit (Schweiz) AG shall exercise all due care in providing the services stipulated. In the event of any breach of the Agreement by Fidigit (Schweiz) AG, Fidigit (Schweiz) AG shall be liable for the substantiated direct damage caused deliberately or by gross negligence. In the case of simple negligence, Fidigit (Schweiz) AG's liability shall be limited to a maximum of CHF 20,000.

9.2. Fidigit (Schweiz) AG accepts no liability for interruptions in the availability of the Fidigit (Schweiz) AG AbaWeb server. Up-to-date information on operating restrictions is available on the official Fidigit (Schweiz AG) website, by e-mail or also from the responsible engagement leader.

9.3. Fidigit (Schweiz) AG does not warrant uninterrupted or error free operation of hardware, software or other products, or failure-free provision of the services or the detection or correction of all defects.

9.4. Fidigit (Schweiz) AG expressly excludes any further liability under the Contract or on any other legal grounds to the fullest extent permitted by law.

10. Fidigit (Schweiz) AG AbaWeb versions

10.1. Fidigit (Schweiz) AG alone determines the version, service packs and hotfixes to be operated by Fidigit (Schweiz) AG AbaWeb. Fidigit (Schweiz) AG is under no obligation to make available an update or upgrade.

10.2. Fidigit (Schweiz) AG reserves the right by means of an update or upgrade to modify or remove features and functionalities of the Software, whereby Fidigit (Schweiz) AG will, to the extent possible, inform the client in advance about planned updates or upgrades, which alter or remove features or functionalities of the Software.

10.3. If the removal of features or functionalities has -in Fidigit (Schweiz) AG's judgement - a material effect on the Software, Fidigit (Schweiz) AG will inform the client at the latest 60 days before the planned update or upgrade. This does not apply to cases, in which, in Fidigit (Schweiz) AG's judgement, a 60-day advance information is not possible due to legal or regulatory reasons or for reasons of IT security or performance. In these cases Fidigit (Schweiz) AG will endeavour to inform the client as soon as practicable.

10.4. Costs incurred by the client, which arise in connection with an update or upgrade, are to be borne by the client.

11. Changes or termination of AbaWeb subscriptions

11.1. In order for mutations (including mutations of Authorised Users) or terminations of Fidigit (Schweiz) AG AbaWeb subscriptions to be valid as of the following month, they must be notified in writing to the responsible Fidigit (Schweiz) AG engagement leader at the latest by the 15th of the current month.

11.2. Fidigit (Schweiz) AG AbaWeb may be used by the client only during the term of the Contract.

11.3. If Fidigit (Schweiz) AG AbaWeb subscriptions, fees or lump-sum amounts for IT services are not paid, Fidigit (Schweiz) AG is entitled, after an advance notification, to suspend some or all Services.

11.4. Furthermore, Fidigit (Schweiz) AG has the right to withdraw or suspend access to Fidigit (Schweiz) AG AbaWeb in whole or in part, if (a) Fidigit (Schweiz) AG has reason to believe that the client or an Authorised User is infringing the Contract; (b) the client or an Authorised User do not comply with the minimum contractual duties of cooperation (including cooperation in investigations by Fidigit (Schweiz) AG in respect of suspected infringements of the Contract); (c) Fidigit (Schweiz) AG in good faith assumes, that based on security problems, system interruptions, server problems or similar events, that a restriction of access is necessary in order to protect Fidigit (Schweiz) AG's servers, systems, information or data (including Fidigit (Schweiz) AG's client data); or (d) an authority, a court or similar institution so requires.

11.5. The duty to retain its information and data as required by law and/or regulatory bodies lies with the client.

11.6. Fidigit (Schweiz) AG is authorised to destroy information and data from financial years, which lie more than 10 years in the past, on the Fidigit (Schweiz) AG AbaWeb server without advance notification to the client. If a client still requires this data, they can be made available to it in digital form, provided the client requests in writing the handover of this data at least 10 days before the end of a calendar year. The costs for the retention of the data are invoiced to the client at cost.

11.7. On termination of the Contract the client may within 90 days request handover of its data in digital form of its data, which are located on the Fidigit (Schweiz) AG AbaWeb server. Clause 11.6 is reserved. The costs of the handover of the data are invoiced to the client at cost.