

General terms and conditions

These general terms and conditions (the **GTC**) govern the use of the proprietary software (the **Software**) provided by Anyway Systems SA, CHE-275.058.384, with its registered office in Lausanne, Switzerland (the **Provider**) as well as, where applicable, any related support, maintenance, implementation or other services provided by the Provider (the **Services**).

The GTC form together with the terms of any signed statement of work (the **Statement of Work**) referencing these GTC, and any schedule thereto (a **Schedule**) a legally binding agreement (the **Agreement**) between the Provider and any client designated in the Statement of Work (the **Client**, and together with the Provider, the **Parties**).

For the avoidance of doubt, the Software is provided as locally installed software on the Client's infrastructure and is not provided as a hosted or SaaS service.

1. DEFINITIONS

Capitalised terms used in these GTC shall have the meaning ascribed to them in these GTC.

2. SCOPE AND ACCEPTANCE

2.1. In general

These GTC govern the Client's rights and obligations with respect to the use of the Software provided by the Provider and, where applicable, the **Services**, as described in the Statement of Work, with the functionalities, modules and limitations specified in the Agreement.

2.2. Delivery mode

The Software is made available to the Client in executable form for installation on the Client's systems. Any Services are, where applicable, provided remotely or on-site as expressly agreed in the Statement of Work. The Provider does not host the Software for the Client, except to the extent expressly stipulated in the Statement of Work.

2.3. No further obligation

The Provider shall have no obligation to provide any service or software which is not expressly specified in the Agreement.

2.4. Acceptance

The Client agrees to be bound by the relevant parts of these GTC by signing the Statement of Work and/or by subscribing for, accessing or using the Software or the Services and, in doing so, the Client expressly agrees to be bound by the Agreement. Any download, installation, activation or use of the Software or the Services by or on behalf of the Client constitutes unconditional acceptance of the Agreement. If the Client does not agree to be bound by the Agreement, it shall not download, install, activate or use the Software or the Services.

Any subscription for the Services or access thereto by any of the Client's employees, agents or representatives, on behalf of the

Client, shall be deemed as acceptance of the terms of the Agreement by the Client.

3. RIGHT TO ACCESS AND USE THE SOFTWARE

3.1. Grant of Licence

Subject to the Client's compliance with all terms and conditions of these GTC, the Provider grants to the Client, where applicable, during the term specified in the applicable Statement of Work (the **Subscription Period**), a revocable, non-exclusive and non-transferable licence to install, run and use the Software on the number of devices owned or controlled by the Client as specified in the applicable Statement of Work (the **Licensed Devices**) and, where applicable, to access and use the Services, strictly in accordance with these GTC and the documentation provided by the Provider, on its own behalf and for its own purposes only. The Client shall ensure that the Software is not installed or used on any device other than the Licensed Devices. The Client shall cease all use of the Software upon expiry or termination of the Subscription Period and shall uninstall and delete all copies of the Software. Any use of the Software after expiry or termination of the Subscription Period shall be unauthorised and may expose the Client to claims for injunctive relief and damages by the Provider.

3.2. Authorised users

Always subject to the limits of the Agreement, the Client shall use the Software and the Services through its own employees, agents and/or duly authorised representatives having a need to use the Software or access the Services only (the **Authorised Users**), and shall take appropriate steps to ensure compliance with the Agreement by such Authorised Users. The Client is expressly prohibited from using the Software or the Services on behalf or for the benefit of any third-parties, or to sublicense the Software or Services to any third party, without the Provider's express prior written consent.

3.3. Extended use

Any installation or use of the Software by any parent, subsidiary or other affiliate of the Client, or on a number of devices exceeding the Licensed Devices, shall require the Provider's prior written consent and shall be subject to additional terms and Fees (as defined below) agreed in writing between the Parties (typically in a Statement of Work). Absent such written agreement, any such use shall be deemed unauthorised and shall constitute a material breach of the Agreement.

3.4. Account and information accuracy

To use the Software or the Services, the Client may be required to create an account providing at least the following information:

- a valid email address;
- the name of the Client's organisation; and
- billing information, where applicable

Where applicable, further information shall be provided, such as company address and identification number.

The Client guarantees the truthfulness and accuracy of the information provided. It commits to update this information to reflect its current situation.

3.5. Limited licenses

If so specified in the applicable Statement of Work, and always subject to the Client's compliance with all other terms and conditions of the Agreement, the Provider may make the Software and/or Services available under limited licenses, subject to the following additional conditions and limitations:

- (a) **Trial license.** Any free trial or evaluation of the Software or the Services, if applicable, shall be governed by a separate written agreement or order document referencing these GTC.
- (b) **Beta services and experimental features.** From time to time, the Provider may make Beta versions or experimental features of the Software or the Services (**Beta Versions**) available to the Client. Beta Versions are new or different Software functionalities or Services, made available to clients for testing and evaluation, such as pilot, limited release, early access, etc. and are clearly designated as beta or by a similar description. The Client may choose to use such Beta Versions in its sole discretion. Beta Versions are intended for evaluation purposes and not for production use, are not fully supported and may be subject to additional terms and fees that may be presented to the Client. Beta Versions are provided on an "as-is" and "as available" basis without any warranty, support, maintenance, storage, service-level agreement or indemnity obligation of any kind and so, which are hereby disclaimed notwithstanding anything to the contrary in the Agreement. For the avoidance of doubt, all restrictions and Client's obligations in the Agreement shall also apply to Beta Versions. The Provider may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

3.6. No delivery

The Software is provided to the Client in object code form only, for installation on the Licensed Devices in accordance with the Agreement. The Provider does not provide or license any source code.

3.7. Developments

If, in connection with the Software or the Services, the Provider customises, develops or makes available additional features for, respectively provides patches, bug-fixes, updates or upgrades to the Software or the Services, such developments shall automatically become part of the Software or the Services, unless otherwise stipulated by the Provider.

3.8. Changes

The Client acknowledges that the Provider may implement modifications to the Software and/or Services which may include modifications to their layout or functionalities, as the Provider determines. The Provider will have the unfettered right to remove

any content from the Software and/or Services or change their functionalities at its sole discretion.

4. CREDENTIALS

4.1. Licence keys

The Provider may supply the Client with licence keys, activation codes or similar technical means to activate and manage the licences for the Software on the Licensed Devices (the **Licence Keys**). The Client shall use the Licence Keys solely for the purposes of installing, activating and managing the licences granted under the Agreement and strictly in accordance with the Agreement and any applicable documentation provided by the Provider, and shall not circumvent or attempt to circumvent any technical protection measures implemented by the Provider in relation to the Software. Licence Keys may be device- or installation-specific and may not be used to activate the Software on devices other than the Licensed Devices.

4.2. Confidentiality

The Client shall be fully responsible for the confidentiality of any Licence Keys issued by the Provider and for any use of the Software made using such Licence Keys. The Client shall not disclose any Licence Keys to third parties other than its Authorised Users who need to know them for the purpose of installing or using the Software on behalf of the Client. The Client shall immediately inform the Provider of any loss, theft or unauthorised disclosure or use of any Licence Keys, upon which the Provider may revoke or replace such Licence Keys. Licence Keys shall be deemed confidential information of the Provider within the meaning of Section 13.

5. AVAILABILITY, MAINTENANCE AND OTHER SERVICES

5.1. Software operation and remote components

The Software is installed and operated on the Client's own infrastructure. Accordingly, the availability, performance and proper functioning of the Software are under the Client's sole control and responsibility. Any remotely provided components operated by the Provider in connection with the Software (such as licence verification or update endpoints), if any, are provided on an "as available" basis without any uptime or availability commitment, unless expressly agreed otherwise in the Statement of Work. The Provider does not assume any responsibility for the availability or performance of the Client's own systems, networks or infrastructure.

5.2. Maintenance Services

As part of the providing of the Services, the Provider may, at its discretion, identify and seek to resolve problems which may negatively affect the proper functioning and availability of the Software or any remote components operated by the Provider (the **Maintenance Services**). Such Maintenance Services comprise repairs (rectification of faults and errors to restore functionality) and servicing (maintenance to maintain functionality). Maintenance Services may also include the provision of patches, bug-fixes, updates or upgrades for the Software, it being understood that their deployment and installation on the Client's systems remain under the Client's control and responsibility unless otherwise expressly agreed in the Statement of Work. Maintenance Services may be limited to Software versions and

configurations that are officially supported by the Provider from time to time, as indicated in the documentation or the Statement of Work. Unless explicitly agreed otherwise in the Statement of Work, the Provider does not warrant that any particular defect will be corrected, nor that corrections will be provided within a specific timeframe.

5.3. Maintenance windows

For any remotely provided Services or remote components operated by the Provider, as a rule, the Maintenance Services are deployed regularly during maintenance windows (i.e. on weekdays between 6pm and 9am (Swiss time) or during the weekend) during which the Services may be fully or partly unavailable. Maintenance windows may also temporarily affect any remote components used by the Software (such as update or licence servers), without affecting the local availability of the Software on the Client's systems.

5.4. Support Services and additional services

The Provider may agree to provide technical support to the Client for the Software and/or the Services (the **Support Services**), if and as described in the Statement of Work. The Support Services will be available between 9am and 6pm (Swiss time) during business days or as otherwise agreed in the Statement of Work. The Provider may also agree to provide additional services for the Software and/or the Services (such as customisation, development and/or consulting services), subject to the Parties entering into an ad hoc agreement (which shall also, unless specified otherwise, be governed by the Agreement) pertaining to such services and payment by the Client of the applicable fees.

5.5. Diligence

The Provider shall provide the Services, including the Maintenance Services and the Support Services, to the best of its ability using all reasonable skill and care in accordance with standard professional practice. The Provider shall be bound by an obligation of means (and not to deliver a specific result). In particular, the Provider does not guarantee that the Software or the Services will operate without interruption or error, nor that any given support request will achieve a particular outcome.

5.6. Planning

If applicable, the Provider will endeavour to supply the Services within the deadlines set out in the Statement of Work. However, if the agreed deadlines are not expressly stipulated as binding in the Statement of Work, they will only be indicative in nature.

6. CLIENT'S OBLIGATIONS

6.1. Payment of fees

The Client shall pay the Fees as indicated in the Statement of Work or by any other appropriate means (e.g. pricing schedules provided to the Client by the Provider) (the **Fees**), in accordance with the payment terms set forth in Section 6 and any applicable Statement of Work, subject to any free trial arrangements expressly agreed in writing between the Parties.

6.2. Proper use

The Client shall – and shall cause its Authorised Users to – at all times comply with all laws and regulations applicable to the

access and use of the Software and the Services, these GTC, as well as the conditions and limitation of any licence or other right granted, as set out in the Agreement or as otherwise specified in writing by the Provider. In particular, the Client or the Authorised Users shall not, without the prior consent of the Provider, and either during or after the Subscription Period: (i) use the Software or the Services for any illegal, harmful, or abusive activity; (ii) use the Software or the Services in a way that infringes, misappropriates or violates anyone's rights; (iii) modify, copy, lease, sell or distribute any of the Software or the Services; (iv) attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the Software or the Services, including the Provider's models, algorithms, or systems; (v) interfere with or disrupt the Software or the Services, including bypass any protective measures or safety mitigations the Provider put on the Software or the Services; or (vi) use the Software or the Services to develop or train products or services that compete with the Software.

6.3. Client's infrastructure

The Client shall procure and maintain at its costs an infrastructure that complies with the minimum requirements for the installation and operation of the Software and the use of the Services, as specified from time to time by the Provider in the Software's or Services' documentation.

6.4. Licenses and authorisations

The Client shall maintain all permits and licenses that are required for the use of the Software and the Services.

6.5. Verifications

The Software and/or the Services may contain tools allowing the Provider to verify the Client's compliance with these GTC and the Provider shall have the right to temporarily or permanently suspend the access to the Services and/or disable or limit the use of the Software and/or deactivate any user credentials issued for the use thereof in case of non-compliance with these GTC.

6.6. Client default

In case of default by the Client to comply with its obligations set forth in these GTC or the Statement of Work, the Provider shall be excused from the performance of its obligations under the Agreement and assume no liability in relation therewith (without prejudice to the Provider's other rights under the Agreement).

7. CONTENT

7.1. Client's Input

The Client may provide input (including documents, information, prompts, configuration data and other data) to the Software and/or the Services, or cause such data to be processed or transmitted through them (the **Input**). The Client is responsible for the Input, including ensuring that it does not violate any applicable law or the Agreement. The Client represents and warrants that it has all rights, licenses, and permissions needed to provide Input to or through the Software and/or the Services.

7.2. Client's content

The Client represents and warrants that it has all the rights, licenses and permissions needed to make content available to or through the Software and/or the Services (the **Content**).

7.3. Content responsibility

The Provider does not and cannot control and/or review the Input and the Content processed, routed or made available through the Software and/or the Services by the Client. The Provider may not be held liable for it, nor for its use or effects. The Client is solely responsible for the Content and Input made available through the Software and/or the Services.

7.4. Use of content

The Provider may use any Content that the Client or its Authorised Users voluntarily provide or otherwise make available to the Provider (for example in the context of support requests), as well as aggregated or anonymised information derived from the Client's use of the Software and/or the Services, to the extent such Content or information is made available to the Provider and stored or processed on systems controlled by the Provider, to provide, maintain, develop, and improve the Software and the Services, comply with applicable law, enforce its terms and policies, and keep the Software and the Services safe. For the avoidance of doubt, the Provider does not have access to, and does not use, any Content, prompts or outputs that are processed solely within the Client's own infrastructure by the Software without being transmitted to the Provider.

8. INTELLECTUAL PROPERTY RIGHTS (IPR)

8.1. Provider's IPR

The Provider and its licensors retain all intellectual property rights to the Software and the Services, including but not limited to source code, models, training data, algorithms, trademarks, user interfaces and designs. The Provider does not grant the Client any rights to its intellectual property other than those explicitly formulated in the Agreement. Accordingly, the Provider does not sell, assign or transfer the above-mentioned intellectual property rights to the Client, except as explicitly formulated in the Agreement. No ownership rights in the Software or the Services are transferred to the Client under the Agreement. The Client acknowledges that certain intellectual property rights in the Software may be owned by third-party licensors of the Provider (including, without limitation, educational or research institutions) and are sublicensed to the Client through the Agreement only. Such licensors shall have no direct contractual relationship or obligations towards the Client, and the Provider remains solely responsible vis-à-vis the Client for the provision of the Software and the Services.

8.2. Client's IPR

The Client and its licensors retain all intellectual property rights to the Content. The Provider is not granted any rights to the Content other than those explicitly formulated in the Agreement.

8.3. Reference and announcements

Unless otherwise instructed in writing, each Party grants each other the right to use and display the other Party's name and trademark (including logo) as a reference for promotional

purposes. Every press-release and public announcements shall be commonly agreed upon among the Client and the Provider.

9. THIRD-PARTY CONTENT

9.1. In general

The Software and/or the Services may contain content and/or software components incorporated into the Software and/or Services or provided therewith, developed, distributed and/or licensed by third parties (the **Third-Party Content**). Such Third-Party Content shall be licensed, and the Client shall use such Third-Party Content under, and strictly in accordance with, the applicable terms and conditions of the respective third-party. The Provider shall use reasonable efforts to identify any Third-Party Content in the documentation of Software and/or the Services.

9.2. OSS

Nothing in these GTC shall restrict, limit or otherwise affect any rights or obligations that the Client may have, or conditions to which the Client may be subject, under any applicable open-source licenses to any open-source software which may be incorporated in and/or provided together with the Software and/or the Services.

10. FINANCIAL TERMS

10.1. Payment terms

The Client shall pay the Fees for the Subscription Period on a monthly or annual basis in advance, or in accordance with any other invoicing frequency expressly agreed in the Statement of Work. All Fees shall be paid in the currency specified on the invoice. Payment is due 30 calendar days from invoice date unless otherwise specified on the invoice or in the Statement of Work.

10.2. Late payments

Late payments are subject to late payment interest in the amount of 5% p.a. The continued use of the Software and/or Services by the Client is subject to the timely payment of all the Fees. The Provider may temporarily stop providing the Software or the Services or suspend any right to access or use the Software or any Services and/or any Licence Keys or other technical means issued to the Client, if applicable, if the Client is in default for payment of any Fees due. The Provider may also disable or restrict any licence keys or other technical measures used to enable the Software.

10.3. Taxes

Fees and rates indicated by the Provider shall be exclusive of any value added tax (VAT) and other charges unless otherwise specified on the invoice or in any Statement of Work.

10.4. Disbursement

Payments shall be made by credit card or wire transfer to the Provider's bank account, as indicated from time to time to the Client.

10.5. No offset

The Client may not offset amounts owed by the Provider to the Client against any Fees due to the Provider, except with the Provider's express prior written approval.

10.6. Price changes

Subject to pricing terms agreed in the Statement of Work (if any), the Provider may modify the pricing of the Software and/or the Services at any time, e.g. by adding new services for additional Fees, or amending current plans, at any time and in its sole discretion, provided that if the change concern the Client's current commercial terms under the Agreement, the Provider will notify the Client in advance and the increase in Fees shall become effective upon the commencement date of the subsequent Subscription Period.

11. SECURITY

Data security and best practices are very important to the Provider. Depending on the Agreement, the Provider may implement strict security measures including encryption during transmissions of data between the Software installed on the Client's systems and any remote components operated by the Provider (such as licence or update servers), in order to protect such data against accidental loss, theft or unauthorised access or disclosure. The security of the Client's own systems and any data stored on such systems remains the sole responsibility of the Client. Further information regarding data processing is available below at Section 12.

12. DATA PROTECTION

12.1. Provider Privacy Notice and Data Processing Agreement

The Provider may from time to time adopt a [privacy notice](#) (the **Privacy Notice**) and may also adopt a separate [data processing agreement](#) (the **Data Processing Agreement**), which will describe how personal data is collected and processed (i) when browsing the Provider's website and (ii) in connection with the use of the Software and/or the Services and any remote components operated by the Provider and for what purposes. Until such time, any processing of personal data by the Provider shall be carried out in accordance with these GTC and applicable data protection law. The Privacy Notice and the Data Processing Agreement, if and when adopted, will be made available for informational purposes only and do not form part of these GTC.

12.2. In general

If the operation of any remote components used by the Software and/or the provision of the Services implies the processing by the Provider of (i) any personal data forwarded by the Client or the Client's Authorised Users (in particular as part of the Input) (the **Client Personal Data**), or (ii) any personal data or information collected, processed, developed, produced or obtained from cookies or other tracking and analytics technology present on the Provider's website or in any remote components used by the Software (including any tracking data related to user traffic), or relating to the Client's and Authorised Users' access to and use of the Services or such remote components (the **Usage Personal Data**), the Provider and the Client shall fully comply with their respective obligations under applicable data protection laws and regulations. For the avoidance of doubt, the Parties acknowledge that, by design, the core data processed by the Software in the course of its ordinary operations is processed within the Client's own infrastructure and are not transmitted to the Provider, except

where the Client elects otherwise or provides such data to the Provider (for example in support tickets or logs).

12.3. Parties' obligations

The Parties undertake to comply with applicable data protection legislation.

12.4. Client's obligations

The Client shall ensure, with respect to any Client Personal Data processed by the Provider in connection with the use of the Software and/or within the frame of the Services, if any, that such Client Personal Data has been collected and transferred to the Provider in strict compliance with the applicable data protection or data privacy laws and regulations. In particular, the Client shall:

- (a) have, and maintain at all times, valid grounds for the processing of such personal data, including obtaining valid consent from the data subjects for the processing of their personal data, if such consent is required under the applicable data protection legislation; and
- (b) provide adequate information to data subjects about the collection and processing of their personal data.

12.5. Responsibility

The Client shall bear sole responsibility for the processing of the Client Personal Data, if any, in connection with the use of the Software and/or within the frame of the Services. The Client acknowledges and accepts that the Provider shall deem any processing of any Client Personal Data in connection with the use of the Software and/or within the frame of the Services, as permitted under the Agreement, as well as any instructions by the Client with respect to such processing activities as compliant with applicable data protection or data privacy laws and regulations.

12.6. Transfer

By accepting these GTC, the Client expressly acknowledges and agrees that the Client Personal Data or the Usage Personal Data may be transferred to and processed on servers located outside of its jurisdiction, including in jurisdictions which may not have data protection and privacy laws and regulations equivalent to those in the Client's jurisdiction, as the case may be as per the Data Processing Agreement.

12.7. Compliance actions

The Provider may forward to the Client any request, investigation or other action by any supervisory authority and/or any third parties (including data subjects), directed at the Provider with respect to the processing of any Client Personal Data, and the Client shall be responsible for addressing them in accordance with the law. If the Provider is required to undertake any compliance action itself, e.g. responding to a request by any supervisory authority or third-party and/or cooperating in investigations, and/or to provide assistance to the Client, the Client shall fully indemnify the Provider for its effort and costs, including attorney's fees, incurred in such context. Requests, investigations, or actions relating to the Usage Personal Data shall be addressed by the Provider only.

13. CONFIDENTIALITY

13.1. Principle

Each Party is obliged to keep confidential any information of confidential nature that it gets access to from the other Party when carrying out the Agreement. Each Party undertakes to take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information. The confidentiality obligation applies to each Party's employees, subcontractors and any other third parties acting on behalf of the Parties.

13.2. Exceptions

The confidentiality obligation does not apply to: (i) information in the public domain, provided its publication is unlikely to have been caused by illegal acts or omissions; (ii) information that a Party has received prior written consent from the other Party to release; (iii) information that has become known to a Party via an independent third party who had an indisputable right to convey this information; (iv) information that a Party can document was developed independently of the information received from the other Party; and (v) information that a Party is obliged to disclose by law, by order of a competent authority or before a court. Each Party shall, if possible, be notified prior to such disclosure.

13.3. Duration of confidentiality obligation

The confidentiality obligation set forth in this Section 13 shall continue to apply after the termination of the Agreement.

13.4. Feedback

The Provider has not agreed to and does not agree to treat as confidential any Feedback (as defined below) the Client provides to the Provider, and nothing in the Agreement or in the Parties' dealings arising out of or related to the Agreement will restrict the Provider's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the Client. **Feedback** refers to any suggestion or idea for improving or otherwise modifying any of the Provider's Software, the Services or other products or services.

14. LIMITED WARRANTY

For a period of 30 (thirty) days from the initial delivery of the Software to the Client (the **Warranty Period**), the Provider warrants that the Software will, in all material respects, perform substantially in accordance with the applicable documentation, when used in accordance with the Agreement and such documentation. This warranty does not apply to (i) Beta Versions, trial or evaluation copies of the Software; or (ii) non-conformities caused by modifications made by the Client or by use in breach of the Agreement. The Client's exclusive remedy and the Provider's sole obligation for breach of this warranty shall be, at the Provider's option, to (a) use reasonable efforts to correct the non-conformity; or (b) refund the Fees paid by the Client for the non-conforming Software for the then-current Subscription Period, in which case the licence for such Software shall automatically terminate.

The Software and/or Services are provided "as-is" and "as available". Except as expressly provided in the preceding paragraph, to the maximum extent permitted by applicable law, the Provider disclaims all warranties with respect to the Software and the Services, whether express, implied or statutory, including

any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights. In particular, the Provider does neither represent nor warrant that the Software and/or the Services shall meet the Client's requirements, that the operation of the Software and/or the Services will be uninterrupted or error-free, that any errors will be corrected, that it will ensure continued compatibility of the Software with any third-party products, even if they were compatible at any given moment or that the Software or the Services will always be available and remain available unchanged. The Provider does not warrant that any results, recommendations, inferences or other outputs generated by the Software and/or the Services are correct, complete or suitable for any particular purpose, and the Client remains solely responsible for verifying and assessing any such outputs before relying on them.

15. LIMITED LIABILITY

15.1. Limited liability

The Provider's liability under the Agreement, whether in contract, tort or any other theory of liability, shall be limited as set out in this Section 15 and, in any event, to the maximum extent permitted under applicable law. Nothing in this Section 15 shall limit or exclude the Provider's liability for wilful misconduct or gross negligence where such limitation or exclusion is not permitted under applicable law. Nothing in this Section 15 shall limit or exclude the Client's obligation to pay the Fees or any contractual penalty expressly provided for in the Agreement.

15.2. Disclaimer

In particular, without prejudice to the generality of the foregoing, to the extent permitted under applicable law, the Provider disclaims any liability for simple negligence as well as for any damages or losses, whether foreseen or foreseeable, or whether the Provider has been advised of the risk thereof, related to the loss of use, interruption of business, loss of actual or anticipated profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, cost of procurement for substitute products or services, or any other indirect, special, incidental, exemplary, or consequential damages or losses of any kind, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

15.3. Use of Internet

The use of the Internet involves risks, in particular that the data transmitted may be intercepted, altered or deleted. By using the Services, the Client accepts these risks. The Provider declines all responsibility in this respect.

15.4. Limited amount

In no event, the Provider's total aggregate liability during any period of 12 months shall exceed the amount of the Fees actually paid by the Client during the 12 months preceding the events giving rise to the Client's claims.

15.5. Auxiliaries

The exclusions and limitations under this Section 15 shall extend to the Provider's directors, officers, employees, agents, representatives and auxiliaries.

15.6. Contractual penalty

If the Client, in breach of its obligations these GTC and in particular its Sections 3.1 to 3.3, 6.2 or 13, (i) installs or uses the Software on devices that are not Licensed Devices, or (ii) allows any parent, subsidiary or other affiliate, or any third party, to access or use the Software without the Provider's prior written consent, or (iii) copies, distributes, sublicences, resells or otherwise makes the Software available as a standalone product to any third party, or (iv) discloses any confidential information of the Provider relating to the Software, the Client shall, in addition to any applicable Fees and without prejudice to the Provider's right to seek injunctive relief and further damages, pay to the Provider a contractual penalty equal to CHF 100,000.-, and an additional CHF 5,000.- per calendar day during which such breach continues. The payment of such contractual penalty shall not limit the Provider's right to claim compensation for any damage exceeding the amount of the penalty, to the extent permitted under applicable law.

16. INDEMNIFICATION

16.1. Principle

The Client shall defend, hold harmless from, and indemnify the Provider, its directors, officers, employees and auxiliaries, from and against all liability, loss, cost, damage or expense, including attorney's fees, resulting from the Client's use of the Software and/or the Services other than as permitted under the Agreement and strictly in accordance with any documentation provided for the Software and/or the Services.

16.2. Indemnification procedures

In case of any claims or proceedings made against the Provider, its directors, officers, employees or auxiliaries in relation to the Client's use of the Software and/or the Services, the Provider shall (i) inform the Client without undue delay; and (ii) allow the Client to assist the Provider in the defence and settlement of such claims or proceedings with a counsel of its choosing and at its own expense, if and as permitted under applicable procedural rules.

17. TERM AND TERMINATION

17.1. Entry into force

The Agreement shall enter into force upon acceptance by the Client of these GTC pursuant to Section 2.4 above.

17.2. Term of subscription

The Agreement shall remain in force for the duration of the Subscription Period as specified in the applicable Statement of Work. Unless otherwise specified in the Statement of Work, the initial Subscription Period shall be 12 months, with automatic renewals of 12 months from each anniversary date unless terminated before renewal in accordance with Section 17.3. The Client cannot opt out during the Subscription Period and cannot

claim reimbursement of its payment unless it terminates the Agreement for cause in accordance with Section 17.4.

17.3. Termination for convenience

Each Party may terminate the Agreement for convenience with effect for the subsequent Subscription Period by giving 30 calendar days prior written notice to the other Party before renewal.

17.4. Termination for cause

Each Party may terminate the Agreement for cause (i) if the other Party is in material breach and the material breach remains uncured for a period of 30 calendar days from receipt of notice by the other Party, or (ii) if the business of the other Party becomes subject to liquidation, a debt moratorium, bankruptcy, or any other form of creditor intervention. The Provider may terminate the Agreement for cause if (i) it reasonably suspects or determines that the Client's use of the Software and/or the Services in any way materially violate the Agreement, is fraudulent, poses a security risk, could impact the operations of the Software and/or the Services or if needed to comply with the law or requests from public authorities, and (ii) the Client fails to pay Fees under the Agreement that have been overdue for a period of at least 100 calendar days. The Client is entitled to a refund proportional to the remaining Subscription Period already paid for in case it lawfully terminates the Agreement for cause in accordance with (i) or (ii) above.

17.5. Suspension

The Provider may suspend the Client's use of the Software and/or access to the Services without terminating the Agreement during any period of material breach or when reasonably considered necessary for security reasons. The Provider will give the Client notice before suspending the Client's access when reasonable.

17.6. Retrieval of Content upon termination

The Client may request a retrieval of all Content stored by the Provider on its own systems, at the Client's own cost, in a commonly used format, for a period of up to 90 calendar days from notification of termination for convenience, and for a period of up to 30 calendar days from notification of termination for cause. Any data stored solely on the Client's own infrastructure in connection with the use of the Software remains under the Client's control and is not subject to retrieval by the Provider.

18. MISCELLANEOUS

18.1. Independent contractors

The Parties acknowledge and agree that they shall be considered as independent contractors with no authority to contract for the other or in any way to bind or to commit the other or in a way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other. Under no circumstances shall either Party, or any of its staff, if any, hold itself out as or be considered an agent, employee, joint venture, or partner of the other.

18.2. Subcontractors

The Provider may use subcontractors for the provision of the Services. The Provider's use of subcontractors shall not relieve

the Provider of any of its duties or obligations hereunder, which shall be imposed on subcontractors.

18.3. Force majeure

Neither Party shall be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, such as natural catastrophes, war, strikes, blackouts, Internet failure, virus outbreaks, or similar events. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimise the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this Section, and inform the other Party of its plans to resume performance.

18.4. Amendment

The Provider may unilaterally make changes to the Agreement. If the Provider makes a material change to the Agreement, the Provider shall inform the Client by e-mail, or through a banner or other prominent notice within the Software and/or the Services. If the Client does not agree to the change, the Client must so notify the Provider by e-mail to contact@anyway.dev within 30 days after the Provider's notice. If the Client so notifies the Provider, then the Client will remain governed by the most recent terms of the Agreement applicable to the Client until the end of the current Subscription Period and the updated terms shall apply upon the commencement of the subsequent Subscription Period.

18.5. Entire agreement

The Agreement constitutes the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between them, as to the subject matter hereof.

18.6. Hierarchy

In the event of a conflict or contradiction between the provisions of the GTC and those of any other contractual documents (such as the Statement of Work, any Schedule, or any applicable ordering document), the order of priority shall be as follows: (i) Statement of Work, (ii) any separate applicable ordering document, (iii) any Schedule and (iv) these GTC, subject to express and specific deviations, deletions or additions contained in the relevant contractual documents to that effect.

18.7. Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the Parties hereby agree to replace such provision with a valid and fully enforceable provision reflecting the original intent of the Parties to the fullest extent possible. In any event, all other provisions of the Agreement shall remain valid and enforceable to the fullest extent possible.

18.8. Electronic form

The words "execution", "signature" and similar words in the Agreement shall be deemed to include unqualified electronic signatures (e.g. DocuSign or any equivalent e-signature provider) which shall be of the same legal effect, validity or enforceability as a manually executed signature; while the terms "in writing" or

"written" shall include communications by email or other electronic forms.

18.9. No waiver

The failure of either Party at any time to require performance by the other Party of its obligations hereunder shall in no way affect that Party's right to fully enforce the other Party's obligations thereafter.

18.10. Assignment

Neither Party shall assign and transfer any or all of its rights and obligations hereunder, in whole or in part, to any third party without the other Party's prior written consent; provided however, that the Provider may assign and transfer all of its rights and obligations hereunder to any third party acquiring all or substantially all of its business related to the Software and/or the Services, without the Client's consent.

18.11. No third-party beneficiaries

Except pursuant to Section 16, this Agreement shall be binding and inure solely to the benefit of the Parties (and their respective lawful successors and assigns). Nothing in the Agreement is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of the Agreement.

19. GOVERNING LAW AND JURISDICTION

19.1. Governing law

The Agreement and/or any use of the Software and/or the Services shall be governed by and construed in accordance with Swiss substantive law, at the exclusion of its conflict of laws provisions.

19.2. Jurisdiction

Any dispute or controversy arising out of or in relation to the Agreement and/or the Client's use of the Software and/or the Services shall be subject to the exclusive jurisdiction of the competent ordinary courts at the place of the registered office of the Provider. Notwithstanding the preceding, nothing in these GTC shall prevent the Provider from seeking injunctive relief or any other remedy available at law in any jurisdiction in case of any infringement of its intellectual property rights.

Last updated: February 16th 2026