GENERAL TERMS AND CONDITIONS

BECHTLE DIRECT AG
BECHTLE SCHWEIZ AG
BECHTLE SUISSE SA

A) General Provisions, Scope of Application and Definitions

1. The term "we" as used below refers to Bechtle direct AG, Bechtle Schweiz AG and Bechtle Suisse SA.
2. These terms apply to all contracts for deliveries and services, as well as to any legal relationships arising from the commencement of contract negotiations, the initiation of a contract or comparable business contacts with entrepreneurs (Unternehmer), public-law entities (juristische Personen des öffentlichen Rechts) or public-law special funds (öffentlich-rechtliche Sondervermögen) (each a "Customer"). These Terms and Conditions shall also apply to future contracts and business contacts in the version we have provided to Customer at the latest upon the conclusion of the respective legal relationship.
3. These Terms and Conditions apply exclusively. Any terms and conditions of Customer which deviate from or supplement these Terms and Conditions, in particular where they are unfavourable to us, shall not become part of the contract, even if we do not expressly object to them.
4. The content of the contract is governed solely by the written agreements. No ancillary agreements have been entered into. Any amendments or supplements to the contract shall only be effective if confirmed by us in writing.
5. In the case of continuing obligations, any amendments to these Terms and Conditions shall be notified to Customer in writing, with the amended provisions clearly identified. Such amendments shall be deemed agreed if the Customer continues the continuing obligation without objecting within a reasonable period of time.
6. Unless otherwise stated, "Goods" within the meaning of these Terms and Conditions means all items to be provided to Customer in accordance with the contract, including software, even where provided in intangible form, e.g. by electronic transmission.
7. To the extent that our manufacturer-specific General Terms and Conditions apply to cloud services and related services, such as cloud support, those manufacturer-specific General Terms and Conditions shall prevail over these Terms and Conditions.

B) Offers, Acceptance, Documents, Subcontracts, Cost Estimates

1. Our offers are non-binding unless expressly stated otherwise and constitute merely an invitation to Customer to submit an offer (in the form of an order). Any order submitted by Customer constitutes an offer. In particular, we reserve the right to adjust prices in the event of price changes by our suppliers. Orders submitted by Customer constitute binding offers to enter into a contract. A legally binding contract is concluded only when we accept Customer's offer. Such offer is accepted only once we have expressly accepted it in writing, for example by issuing an order confirmation or an advance-payment invoice, or once the delivery or service has been performed. Any acknowledgement of receipt of an order does not constitute acceptance by us,

even if it contains all relevant details of the order. Silence likewise does not constitute acceptance.

2. We retain all ownership and intellectual property rights in any documents and information provided or disclosed to Customer, in particular data, data carriers, files, documentation, illustrations, drawings, texts and calculations. Such materials may be used solely for the purposes of the contract, must not be made accessible to third parties, and must be returned to us free of charge without undue delay once the contract has ended or the contractual purpose has been fulfilled.
3. Customer is obliged to keep confidential all information and data contained in such documents or otherwise received This applies in particular to documents and information marked as "confidential". We are entitled to demand the return of documents at any time if confidentiality is not adequately ensured. The obligation to maintain confidentiality shall survive termination of the contract.
   Customer is obliged to carefully review our offer for accuracy and suitability. This applies in particular to project offers that rely on explicitly stated assumptions which we have used in our calculations and scope of services. If any such assumptions prove to be inaccurate, Customer shall inform us without delay so that we may revise the offer accordingly.
4. We are entitled to engage subcontractors.
5. Where a cost estimate is prepared at Customer's request, the associated costs may be recovered from Customer based on the time spent preparing the estimate.

C) Characteristics of Goods or Services

1. Our goods are intended exclusively for use by Customer. If Customer intends to supply the goods purchased from us to a consumer, a business customer, or a reseller who in turn supplies such goods to consumers or business customers, Customer must inform us accordingly.
2. Technical data sheets issued by us or by the manufacturer form part of the contractually agreed characteristics of the goods or services. Any characteristics, intended uses or public statements made by us or by any other party in the contractual supply chain shall form part of the agreed requirements only if they have been expressly agreed in writing in the contract.
3. We reserve the right to make customary technical modifications, in particular improvements, up to the time of delivery, provided that such modifications result only in minor changes to the agreed characteristics and do not unreasonably disadvantage Customer.
4. Statements regarding the characteristics or durability of goods or services shall not constitute a guarantee unless expressly given by us in writing. Any manufacturer warranty granted by a third-party manufacturer shall be passed on to Customer. The scope of any such manufacturer warranty is governed exclusively by the warranty

conditions of the respective manufacturer. The same applies to manufacturer warranty extensions or care packs.

5. Where goods are manufactured or modified based on specifications provided by Customer, we are not obliged, unless expressly agreed otherwise, to verify such specifications. Customer shall have no claims for defects that are attributable to such specifications or to hardware or software supplied by third parties and used by Customer.
6. Where we are obliged to install software or hardware, Customer shall ensure that a suitable hardware and software environment is in place and that all communicated requirements relating to hardware, software and the operating environment, in particular the connection to the IT network including all cabling, are fulfilled prior to installation.
7. The provision of suitable workstations, in particular compliance with occupational health and safety requirements, is neither owed nor verified by us and remains the responsibility of Customer.

D) Supplementary Provisions on Software Characteristics

1. Unless expressly agreed otherwise, the software covered by the contract is standard software and is not individually developed for Customer's requirements. Contracts for the delivery of software are therefore treated as contracts of sale. The Parties agree that, according to the generally recognised state of technology, standard software cannot be developed so as to be free from defects under all conceivable conditions of use.
2. Unless agreed otherwise, software is delivered in a version compatible with the then-current versions of the Microsoft Windows operating system.
3. For third-party standard software, we supply Customer with the manufacturer's original end-user documentation. We are not obliged to provide any documentation beyond this. Customer may review the original end-user documentation prior to contract conclusion. In all other respects, the documentation is provided as online help as part of the software. If Customer requires more extensive written documentation, Customer may notify us prior to contract conclusion. We will then submit an offer for such documentation.
4. Customer has no entitlement to the release or disclosure of the software source code.
5. During test phases and installation, Customer shall ensure the presence of suitably qualified and trained personnel and, where necessary, suspend other work on the IT systems. Customer shall ensure that all of its data is backed up prior to each installation.

E) Rights of Use

1. Rights of use are transferred to Customer only upon full payment. Any use permitted prior to full payment may be revoked at any time.
2. For standard software and other copyright-protected material, the manufacturer's licence terms apply. Unless those licence terms or licence terms agreed between us and Customer provide otherwise, the following rights of use apply.
3. Unless agreed otherwise, Customer is granted a perpetual, non-exclusive right to use the software. This right is non-transferable. Customer is not permitted to grant rights of use to third parties. Unless a network licence (multi-seat licence) is purchased, use is permitted on a single end device only. If hardware is taken out of service, the software must be completely deleted from the hardware previously used. Simultaneous storage, retention or use on more than one hardware unit at the same time is not permitted.
4. In the case of a network licence, this right of use applies to the agreed individual seats within the contractually designated local network. Customer is obliged to prevent any use by third parties.
5. Unless mandatory law provides otherwise, Customer is not authorised to reproduce, distribute, make publicly available, rent, modify or adapt the software or any written material supplied.
6. Existing copyright notices or registration identifiers, in particular registration numbers contained in the software, must not be removed or altered.
7. Without prejudice to any other rights, we shall be entitled, in the event of any culpable breach by Customer of the foregoing provisions, to claim a contractual penalty pursuant to Article 160, Swiss Code of Obligations (OR). The contractual penalty shall amount to three times the applicable annual licence fee for each individual breach, subject to a minimum amount of CHF 5,000. In each case, we reserve the right to claim higher damages upon proof thereof.
8. For the purposes of this Section, third parties include, in particular, legally independent group companies and undertakings affiliated with Customer within the meaning of Article 963 Para. 2 OR. Non-independent branches of the Customer without separate legal personality shall not be regarded as third parties. Their use of the Software is, however, permitted solely within the scope of the licence granted under Nos. 3 and 4 and exclusively for Customer's internal business purposes.

F) Prices and Remuneration

1. All prices are stated in Swiss francs, net of VAT, and are subject to VAT at the applicable statutory rate as well as shipping, insurance and packaging costs.
2. Terms are laid down in the respective order documents.

3. Where a delivery period of more than six weeks is agreed, or in the case of continuing obligations lasting longer than six weeks, we are entitled to increase the prices payable by the Customer under the concluded contract for the provision of supplies and services if:

    - the procurement costs for hardware, software or other services acquired for onward resale to Customer increase;
    - the procurement costs for hardware, software or other services that we procure specifically for providing our services to Customer increase (procurement is deemed specific if the hardware, software or other service can be clearly allocated to the provision of services for Customer);
    - the provision of supplies or services under this contract becomes subject to increased and/or additional public taxes, duties or other levies;
    - storage, transport (including transport insurance) and packaging costs increase to a non-negligible extent;
    - energy and heating costs and fuel prices increase to a non-negligible extent;
    - rental costs and ancillary rental costs for Bechtle data centres leased for housing, hosting and other data-centre services increase to a non-negligible extent;
    - the refinancing rate or other refinancing costs increase, provided Customer was informed that performance is subject to financing;
    - wage costs or statutory ancillary wage costs increase materially;
    - the technical infrastructure must be modified due to statutory requirements, resulting in costs that were not foreseeable at the time of contract conclusion; or
    - other costs material to price calculation increase due to unforeseeable circumstances not caused by us and beyond our control.

    Any price adjustment must be fair and reasonable. In particular, it may be made only to the extent necessary to offset the cost change, taking into account any savings in other areas. Any adjustment must not be caused by culpable conduct on our part. Any adjustment must be notified in writing within a reasonable notice period, stating the reason. For one-time deliveries, the reasonable notice period is generally two weeks; for continuing contractual relationships, it is generally four weeks. At Customer's request, we will explain the amount of the adjustment in a clear and transparent manner. Any reduction in costs shall be reflected in a corresponding reduction in fees. Where costs decrease, fees shall be reduced unless those reductions are offset, in whole or in part, by increased costs in other areas.
4. In light of the global supply shortages and price increases affecting storage-related components in the IT industry, we reserve the right, without prejudice to the other provisions of these Terms and Conditions, to adjust the prices payable by Customer under the contract for products containing such components ("Products with Storage-Related Components"). Storage-related components include, in particular, DRAM

(Dynamic Random Access Memory), NAND flash memory, SSD (Solid-State Drive) components, HDD (Hard Disk Drive) components and high-performance networking silicon and optical components. Products with Storage-Related Components include, in particular, storage, server, notebook and workstation products. We may adjust the agreed prices after conclusion of the contract and until delivery of the relevant Product with Storage-Related Components. Any adjustment shall be made at our reasonable discretion and must reflect changes in the costs relevant to the pricing of the product concerned. The adjustment must be fair and may only reflect actual cost changes. It may not result from any fault on our part. A price increase may be made where, before delivery of the Product with Storage-Related Components, increases in supplier prices or changes in material costs result in higher costs. Any reduction in costs shall be reflected in a corresponding reduction in fees. Cost increases in one area may only be taken into account to the extent that they are not offset by cost reductions in other areas. Where costs decrease, fees shall be reduced unless those reductions are offset, in whole or in part, by increased costs in other areas. Upon request, we shall provide Customer with a transparent explanation of any cost increases or reductions taken into account in determining the adjustment. If a price adjustment becomes necessary, we shall notify Customer without undue delay and inform Customer of the revised prices.

5. If the contract is a contract for work (Werkvertrag) within the meaning of Articles 363 et seq. OR and Customer withdraws from the contract pursuant to Article 377 OR before we have commenced performance, Bechtle is entitled to a lump-sum remuneration of 5% of the agreed total remuneration. We reserve the right to claim higher compensation in accordance with Article 377 OR.
6. If, after contract conclusion, we determine that assumptions which have become part of the contract (see Letter B, No. 3) are inaccurate, Customer shall remunerate any additional effort at the agreed rates, or failing that at our usual rates, if we do not submit a variation offer.

G) Terms of Payment

1. Customer agrees that invoices may be transmitted electronically, including in a structured electronic format. This shall not affect any statutory obligations to issue invoices in a legally prescribed structured electronic format. We may also issue invoices through a courier or authorised representative. Unless otherwise agreed, invoices will be sent to the postal address, fax number or e-mail address provided by Customer.
2. Unless agreed otherwise, payment is due within 30 days. Prices exclude travel expenses. If no payment due date is agreed, the commencement of default is determined by applicable statutory provisions.

3. Late delivery, complaints and warranty claims do not entitle the Customer to delay payment.
4. We are entitled to apply Customer's payments to the oldest outstanding invoice, even if Customer specifies otherwise.
5. If the Customer defaults on payment, Bechtle is entitled to cease provision of all services rendered under existing contracts with the Customer. Late payments will incur a processing/dunning fee of CHF 20 per payment reminder as well as a late-payment fee of 5% p.a.

H) Set-off, Retention Rights, Assignment

1. Customer may set off only claims that are undisputed or have been finally adjudicated. Customer may exercise rights of retention only with respect to undisputed or finally adjudicated claims arising from the same legal relationship.
2. Claims against us may not be assigned.

I) Delivery, Transfer of Risk

1. All deliveries are made ex works. We do not assume responsibility for selecting the least expensive shipping method.
2. Except in cases where we owe delivery at Customer's location (Bringschuld), the risk of loss or deterioration passes to Customer when the goods are handed over to the carrier engaged for shipment, irrespective of the allocation of transport costs and even where we carry out the shipment ourselves.
3. If Customer notifies us of this request prior to shipment, we will insure the shipment at Customer's expense.

J) Delay in Performance, Supplier Dependency, Impediments to Performance, Default of Acceptance

1. All dates and time periods for the provision of deliveries or services by us are binding only if we have expressly designated them as binding.
2. Even where a calendar date has been set for delivery or performance, or where delivery or performance is linked to a preceding event and a corresponding period calculated from that event, we enter into default only upon receipt of a reminder from Customer.
3. Because we procure hardware and standard software from suppliers, we may rescind the contract if, despite placing corresponding back-to-back orders with our suppliers, we do not receive delivery, do not receive delivery in time or do not receive correct

delivery and this is not attributable to any fault on our part. Where the performance is severable, we are entitled to rescind the relevant part of the contract.

4. Impediments to performance for which we are not responsible result in an extension of the delivery or performance period corresponding to the duration of the impediment. This also applies if we are already in default. This applies in particular to defective or failed self-supply (see No. 3), force majeure, war, natural disasters, transport or operational disruptions, import restrictions, government measures restricting trade (e.g. tariffs), shortages of energy or raw materials, market-wide shortages of products or components within supply chains, governmental or regulatory measures, such as orders or warnings issued in connection with epidemics or pandemics, labour disputes, and any breach by Customer of its obligations to cooperate or other duties. Without affecting the right of rescission under No. 3, we are entitled to rescind the contract if the impediment is not remedied within a reasonable period of time or persists for an indeterminate period and the purpose of the contract is thereby jeopardised. Where the performance is severable, we are entitled to rescind the relevant part of the contract. If the impediment lasts longer than two months, Customer may rescind the contract with respect to the unfulfilled part, unless Customer is otherwise entitled to rescind the contract as a whole.
5. Without prejudice to the other provisions of these Terms and Conditions, we shall also be entitled to cancel the Agreement if our supplier cancels the corresponding supply arrangement and such cancellation is not attributable to any fault on our part. We shall inform the Customer without undue delay and refund any advance payments already received. If our supplier's cancellation affects only part of the agreed deliveries or services, we shall be entitled to cancel the affected part accordingly.
6. The delivery and performance periods are also extended while the Parties negotiate changes to the delivery or performance, or while we prepare a variation offer after assumptions in our offer that have become part of the contract are found to be inaccurate.
7. Our obligation to deliver is subject to Customer's timely and proper fulfilment of its obligations.
8. Without prejudice to the other provisions of these Terms and Conditions, we shall also be entitled to cancel the Agreement if our supplier cancels the corresponding supply arrangement and such cancellation is not attributable to any fault on our part. We shall inform the Customer without undue delay and refund any advance payments already received. If our supplier's cancellation affects only part of the agreed deliveries or services, we shall be entitled to cancel the affected part accordingly.
9. If Customer is in default of acceptance, we are entitled to charge our additional expenses based on our usual rates, or failing that at customary market rates, in particular for personnel costs and storage. We reserve the right to claim higher actual additional expenses.

K) Endangerment of Claims

1. If, after conclusion of the contract, it becomes apparent that Customer's ability to perform its contractual payment obligation is at risk, Customer must provide security for its payment obligation unless an obligation to provide advance payment already applies. If our contractual obligation consists of a work performance, a service, or the delivery of goods that must be specifically procured for Customer and are not readily saleable to third parties, we may require Customer, at our discretion, either to make advance payment in the amount of our procurement costs or to make advance payment of 50 % of the amount payable by Customer, and provide security for the remainder.
2. In all other respects, Article 83 OR applies, with the proviso that we may also refuse performance where other claims arising from the same legal relationship as defined in Article 82 OR are at risk.
3. If payment by instalments has been agreed and Customer is wholly or partially in arrears with at least two consecutive instalments, the entire outstanding amount becomes immediately due. Any deferral arrangements become invalid if Customer is in default with any payment, or if the conditions of Article 83 OR are met with respect to any claim.

L) Limitation of Liability

1. We are not liable for ordinary negligence by our governing and supervisory bodies, legal representatives, employees or other agents. This limitation does not apply to:

   - damages arising from injury to life, body or health;
   - other damages resulting from gross negligence or wilful misconduct;
   - damages covered by the protective scope of a guarantee issued by us (Garantie under Article 111 OR);
   - claims arising under the Swiss Federal Product Liability Act (PrHG).

2. In the event of data loss caused by simple negligence, we are liable only for the costs that would have been required to restore the data if Customer had carried out proper and regular data backups.
3. To the extent that liability is excluded or limited under this provision, the same shall apply to the personal liability of our employees, representatives and vicarious agents within the meaning of Article 101 OR.
4. Customer shall indemnify us against all claims brought by Customer's vicarious agents or other third parties engaged by Customer that exceed the liability set out above, including claims arising from pre-contractual obligations and commercial contacts.

M) Claims for Material and Legal Defects

1. Customer's rights in respect of material defects are subject to the obligation to inspect goods and notify defects in accordance with Article 201 OR. Transport damage and transport losses that are externally apparent, as well as obvious defects, must be notified as soon as possible after delivery; otherwise, the goods are deemed accepted. Defects that are not readily apparent must be reported without undue delay after discovery. If a defect is not reported in due time, Customer shall lose its warranty rights unless the defect was fraudulently concealed (Article 203 OR).
2. In the case of used goods, all warranty rights are excluded pursuant to Article 199 OR. This exclusion shall not apply to:

   - claims arising under a guarantee issued by us (Garantie under Article 111 OR);
   - cases in which we have fraudulently concealed a defect (Articles 199 and 203 OR);
   - claims for damages arising from injury to life, body or health;
   - claims arising under the Swiss Federal Product Liability Act;
   - claims for damages arising from a grossly negligent or wilful breach of duty.

3. We may, at our discretion, remedy the defect either by repair or by delivering a defect-free item (subsequent performance, Nacherfüllung). Before exercising its statutory warranty remedies (rescission, reduction of the purchase price or claims for damages pursuant to Article 205 OR), Customer shall give us an opportunity to provide subsequent performance. If such subsequent performance fails or is unreasonable for Customer, Customer shall be entitled to the statutory remedies available under Article 205 OR.
4. We shall bear the costs reasonably required for subsequent performance, in particular transport, travel, labour and material costs, to the extent that such costs are incurred at the agreed place of performance. Any additional costs resulting from the purchased item being moved to a location other than Customer's site after delivery shall be borne by Customer, unless such relocation was contractually agreed. We do not bear any additional expenses resulting from relocation abroad after delivery.
5. If subsequent performance requires a defective item to be removed and a repaired or replacement item to be installed, we shall reimburse the necessary costs up to a maximum of whichever of the following amounts is higher: 150% of the purchase price of the item or 200% of the reduction in value caused by the defect. Customer shall notify us before any such work begins so that we may, at our discretion, carry out the removal, installation and/or transport ourselves.
6. Customer's claims for damages and rights of recourse under No. 6 shall remain unaffected.
7. Where hardware or standard software supplied by third-party manufacturers is delivered, or where maintenance services are provided by third parties, we may, instead of providing subsequent performance under No. 3, assign to Customer our

corresponding claims against the supplier, manufacturer or other third party pursuant to Article 164 OR. In such case, Customer shall, before pursuing any warranty claim against us, first seek a remedy from the relevant third party, including through legal proceedings where necessary, unless this would be unreasonable for Customer. If Customer incurs costs in doing so which cannot be recovered from the third party despite enforcement proceedings, we shall reimburse such costs. The foregoing also applies where we have customised, configured or otherwise modified the hardware or software to meet Customer's needs, unless the defect was caused by our performance.

8. Warranty rights shall be excluded where the goods have been modified without contractual authorisation or contrary to the operating manual or other instructions for use, in particular through changes to the program code, unless it is proven that the defect is unrelated to those modifications.
9. Customer shall have rights of recourse against us only where we are responsible for the defect. Where Customer's purchaser asserts a claim for subsequent performance, Customer shall have rights of recourse against us only if Customer has first given us an opportunity to provide subsequent performance, to the extent reasonably practicable.
10. Rights of recourse shall arise only to the extent that subsequent performance was successful and Customer incurred expenses as a result. If Customer has taken back the purchased item or if Customer's purchaser has reduced the purchase price, Customer has rights of recourse against us only if the take-back or reduction could not have been avoided by subsequent performance. Customer's right of recourse shall be limited to the net purchase price of the affected goods. The limitation period applicable to rights of recourse within the supply chain, including any suspension thereof, shall be governed by Article 210a OR.
11. The statutory limitation periods shall apply in cases of wilful misconduct or gross negligence, fraudulent concealment of a defect (Article 203 OR), injury to life, body or health, and claims arising under a guarantee within the meaning of Article 111 OR. Customer's claims for defects in new goods shall expire two years after delivery of the goods (Article 210 Para. 1 OR). In the case of used goods within the meaning of No. 2, any remaining claims for defects under that provision shall be subject to a limitation period of one year from delivery (Article 201 Para. 4(a) OR). The same shall apply to claims for defects in title, subject to the following exception: Claims based on a defect consisting of a third party's right in rem permitting recovery of the item shall become time-barred after five years.
12. Where Customer's purchaser is not a consumer, the limitation and suspension provisions applicable to rights of recourse under No. 6 shall be governed by Article 210a OR.

N) Customer Cooperation in the Event of Defects

1. For the purpose of rectification, Customer must, upon request, provide us with the information necessary to diagnose and remedy the defect, and must make a suitably trained employee available to assist us during remote rectification by data transmission or telephone. For subsequent performance on site, we must be granted unobstructed access to the defective goods and, where necessary, other work on Customer's hardware or network must be suspended.
2. Customer must report identified defects in hardware or software in as detailed and reproducible a manner as possible.
3. If Customer asserts a right to subsequent performance and it is found that no such right exists (for example, due to user error, improper handling of the goods, or absence of a defect), Customer must reimburse us for all costs incurred in connection with inspecting the goods and attempting subsequent performance, unless Customer is not responsible for asserting the claim.
4. If a system failure is caused by an error attributable to us, we will restore the data to the state of the most recent data backup performed by Customer before the failure. Customer must provide the relevant data in machine-readable form.
5. If Customer is held liable by a third party for infringement of rights or is required to cease further use of the delivered item, Customer must inform us of this immediately.

O) Partial Performance

1. Partial deliveries, partial performance and corresponding invoicing are permitted, provided this is not unreasonable for Customer.
2. If we receive only partial delivery or partial performance from a third-party manufacturer of hardware or standard software, Customer's interest in the partial delivery or performance is deemed to remain intact if we provide subsequent performance by our own means that is reasonable for Customer. Where the defect concerns documentation, we may provide subsequent performance by means of hotline support.

P) Right to Return

Customer has no contractual right to return goods. A right of return applies only where we have expressly granted such a right to Customer in writing. Any such right of return applies exclusively to physical goods and does not apply to software delivered without a physical data carrier. Customer has no entitlement to the granting of a right of return. Goods returned without a previously agreed right of return will be rejected without exception. Any right of return granted by us applies only to goods that have already been paid for. Individually manufactured, configured, customised or processed goods, goods

sold as part of promotional or clearance offers, goods marked as end-of-line or discontinued, and goods that otherwise deviate from the current series standard are excluded from any right of return. The right of return expires no later than two (2) weeks after receipt of the goods and may be exercised only if the goods are received by us within this period; timely receipt by us is decisive.

- Software must be returned unopened in its original packaging, including any physical media and documentation.
- Hardware must be returned in an unopened, unaltered and, in particular, undamaged as-new condition, and must include all accessories, documentation and the complete original packaging.

Returns are made at Customer's cost and risk. Customer must, in its own interest, select the safest means of transport and ensure adequate insurance. Partial returns require a separate agreement.

Q) Usage Restrictions

Goods are provided for their intended use in accordance with the manufacturer's instructions for use. We will make these instructions available to Customer upon request prior to ordering. Use of our deliveries or services is prohibited:

- in connection with the planning, design, manufacture, monitoring, control or delivery of nuclear or atomic facilities;
- in connection with the planning, design, manufacture or delivery of aircraft or spacecraft, including the control or monitoring of air or space traffic; or
- for weapons systems.

R) Work Performed by Assigned Personnel at Customer's Premises

1. Where our employees or vicarious agents perform deliveries or services at Customer's premises, Customer must, at its own expense, provide suitable workspace and equipment, unless we have undertaken to provide these.
2. Customer must, at its own expense and through appropriate organisational and physical measures, ensure that our employees or vicarious agents are not integrated into Customer's business operations.
3. Customer has no authority to issue instructions to our employees or vicarious agents. Any right to issue instructions in the context of a service contract (Dienstvertrag) or contract for work (Werkvertrag) may only be exercised towards our legal representatives or persons authorised by us for that purpose.

S) Acceptance

1. Where acceptance is required by contract or by law, the following provisions apply.
2. At our request, partial acceptances must be carried out for separable parts of the deliveries or services that can be used independently, or for parts of the services on which further services are based, provided such parts can be inspected separately. Once all parts have been accepted, the final partial acceptance constitutes final acceptance.
3. If the performance requiring acceptance includes the delivery of hardware or standard software, we are entitled to invoice Customer for such delivery independently of the acceptance of the remaining performance.

T) Export

We are required by law, and additionally vis-à-vis our suppliers, to comply with export restrictions under national and international law, in particular Swiss and, where applicable, European Union and United States export regulations, and to impose such restrictions on Customer. Customer is likewise obliged to comply with these regulations. Upon request, we will provide Customer with information about goods and services that are subject to contractual submission requirements under United States export law.

Customer shall be solely responsible for compliance with any export control regulations applicable to it. This shall not affect our own statutory export control obligations. We are not obliged to deliver goods or provide services at locations for which export restrictions apply. In such cases, Customer must either collect the goods from our shipping location or provide an alternative delivery address, at our discretion.

U) Suspension of Limitation Periods During Negotiations

The suspension of limitation periods applicable to Customer's claims during ongoing negotiations shall be governed by Article 134 Para. 1 No. 8 OR.

Negotiations shall be deemed terminated if either Party refuses in writing to continue them or if three months have elapsed since either Party's last written communication relating to the negotiations without a written response from the other Party. In such case, the suspension shall end upon expiry of the three-month period.

V) Special Provisions for Temporary Use

1. Where we agree to provide Customer with temporary use of an item such as hardware, software or (cloud) storage capacity, these terms apply subject to the following provisions, which take precedence. Unless otherwise provided below, the

contractual relationship shall be governed by the provisions of the Swiss Code of Obligations (OR) relating to lease agreements (Articles 253 et seq. OR).

2. Unless otherwise agreed, usage fees are payable monthly in advance; for partial months at the beginning or end of the usage period, fees are charged pro rata.
3. Strict liability for defects existing at the time the contract is concluded is excluded unless the defect concerns a feature expressly guaranteed by us (Garantie under Article 197 and Article 258 OR). The mandatory liability for wilful misconduct and gross negligence under Article 100 Para. 1 OR shall remain unaffected.
4. Customer is not permitted, without our prior written consent, to grant third parties use of the item (e.g. by sub-leasing) or to change the agreed location of use (or, if no location was agreed, the original location at Customer).
5. We are not obliged to maintain the item during the contract term in the case of physical items handed over to Customer or in the case of software used by Customer on its own hardware or on third-party hardware (deviating from Article 256, Para. 1 OR). This maintenance obligation lies with Customer, and the pricing reflects this allocation of responsibilities. Customer is free to obtain support or maintenance services, whether free of charge or subject to a fee, from us or from the manufacturer. We will assist as required in procuring such services from the manufacturer. Any modification of the contractual item requires our consent. For hardware, this particularly applies to the installation of new hardware components or operating programs. Application software is installed at Customer's own risk and expense. For software, the installation and application of updates requires our express consent and is carried out at Customer's own risk and expense. We must provide consent where updates are required to maintain the software. Customer may not reduce usage fee pursuant to Article 259d OR; any claim to reimbursement of usage fees remains unaffected.
6. For non-physical items, such as (cloud) storage capacity or Application Service Provider (ASP) arrangements, usability is determined by the agreed availability rate. We may provide performance in whole or in part through third parties. Where third parties are engaged to process personal data on our behalf, we shall ensure compliance with the requirements of Article 9 Swiss Federal Act on Data Protection (FADP). Where specific third parties are named in the contract, their terms of use and/or service terms shall prevail to the extent they do not conflict with mandatory Swiss law.
7. Customer may store or otherwise process only content whose use does not violate Swiss or applicable foreign law and in particular must not be criminal or subject to administrative fines, must not breach data-protection law, and must not infringe third-party rights (e.g. copyright, patent, name or trademark rights). If we provide (cloud) storage capacity and there are concrete indications of a breach of the foregoing obligations, or if a third party or public authority raises an objection that is not clearly unfounded regarding the content or Customer's use, we are entitled to temporarily block access until legal review is completed. Customer shall be given an

opportunity to be heard before access is blocked, unless this is not reasonably practicable in the circumstances. Where a prior hearing is not possible, it shall be conducted afterwards. The legal review shall be conducted within a reasonable period. If it is delayed due to the involvement of authorities or third parties, we shall keep Customer informed of progress.

8. Customer may terminate for failure or withdrawal of contractual use only after an appropriate grace period for replacement delivery has expired (Article 107 et seq. OR shall apply accordingly). No grace period is required if we have unequivocally and definitively refused replacement delivery or if particular circumstances exist that justify immediate termination after taking both Parties' interests into account.
9. For software provided to Customer, all copies of the software, in whole or in part, must be deleted in such a way that recovery is not possible with reasonably available technical means. Customer must confirm this deletion in writing. We shall be entitled, at our own expense and following reasonable prior notice, to verify the deletion on Customer's premises. Access shall be limited to the IT systems and facilities required to verify the deletion. In doing so, Customer's legitimate confidentiality interests and data protection requirements, in particular with regard to third-party personal data stored on the affected systems, shall be respected. Customer must cooperate to the extent required.

W) Data Protection

We process personal data in accordance with the applicable data protection laws, in particular the Swiss Federal Act on Data Protection (FADP) and the Data Protection Ordinance (DPO). For commissioned data processing, our data-protection provisions for commissioned processing pursuant to Article 9 GDPR apply in addition.

X) Place of Performance, Choice of Law, Contract Language, Jurisdiction

1. Where both Parties are companies registered in the commercial register, our registered office shall be the place of performance for both Parties.
2. These Terms and Conditions and all legal relations between the Parties shall be governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Where Customer is a consumer within the meaning of Article 120 of the Swiss Private International Law Act (PILA), any mandatory provisions of the law of Customer's habitual residence shall remain unaffected.
3. The contract language is German. Where these Terms and Conditions are made available in other languages, only the German version shall be legally authoritative for the interpretation of the provisions.
4. If Customer is a company registered in the commercial register, a public-law entity (juristische Person des öffentlichen Rechts) or a public-law special fund (öffentlich-rechtliches Sondervermögen), the exclusive place of jurisdiction for all disputes arising from the contractual relationship is the location of our registered office; however, we may bring proceedings against Customer at any other statutory place of jurisdiction. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is the location of our registered office if either Party relocates its registered office outside Switzerland after conclusion of the contract or if its domicile or habitual residence is unknown when proceedings are commenced.
5. The invalidity of any provision of these terms and conditions or of any other provision agreed between the Parties does not affect the validity of the remaining provisions. Where other provisions agreed between the Parties are invalid, the Parties shall replace them with valid provisions that most closely reflect the intent of the invalid provisions.