A GENERAL PROVISIONS

1. FIELD OF APPLICATION

The General Terms and Conditions (GTC) apply to all services provided by Studio Informatica SA (hereinafter referred to as SISA), as far as software as a service (hereinafter referred to as SaaS service) and related project services are included.

2. SAAS SERVICES

2.1 SERVICES AND CONCEPT

The use of SaaS services takes place via remote access; an installation of SaaS software within the IT environment of the client does not take place. The SaaS service consists of the following elements:
- Provision of the SaaS service by SISA for use by the customer via remote access and granting of the necessary usage rights for using the SaaS software
- Maintenance of the SaaS service by SISA during the contract period
- Provision of server capacity to store and secure customer-specific data generated during use of the SaaS service
- Customer support while solving application problems via a helpdesk service.

2.2 SAAS SOFTWARE

2.2.1 PROVISION OF SAAS SOFTWARE

SISA grants the customer the option to use the SaaS software via external access as part of the SaaS service. For this purpose, both the SaaS software and the computing power required for its use are made available in the SISA Data Center located in Switzerland. The customer is thus enabled to access the SaaS software without a local copy, i.e. they can access the software with their own limited computing power.

In order to use the SaaS software, the customer is granted their own virtual area within the SISA Data Center. The SISA Data Center and the customer's own virtual area are accessible online via remote access. The use of the data connection to the access point of the SISA Data Center follows at the customer's own expense and risk.

The scope of SIA services provided by SISA is defined in the "Agreement regarding the Use of SaaS Services in the SISA Data Center".

2.2.2 SAAS SOFTWARE: TERMS OF USE

As part of the SaaS service, SISA grants the customer a personal, non-exclusive, non-transferable, non-sublicensable, payment-based right to use the SaaS software. The SaaS software may only be used within the customer's own virtual area in the system of the SISA Data Center.

The aforementioned terms of use do not transfer any other rights to the software, in particular no property or intellectual property rights. The terms of use are limited to the registered users within the customer's own company. In particular, the customer is not entitled to grant third parties a possibility of use. Companies affiliated with the customer are considered as third parties.

The work results generated by the use of SaaS software can be freely used by the customer and can be reproduced without limitation. The customer is prohibited from using the SaaS software in an illegal manner or for illegal purposes. In particular, the SaaS software should not be used to process illegally procured data or data infringing third-party proprietary rights. Downloading the SaaS software and transferring it to third parties are not permitted.

2.2.3 DOCUMENTATION

A user manual is available online and can be downloaded as a PDF file. An additional written documentation is not included in the scope of services.

The scope of the right to use the documentation corresponds to that of the SaaS software.

2.3 PROVISION OF SERVER CAPACITY, DATA BACKUP AND ARCHIVING

In combination with the SaaS service, the customer is provided with storage space in a virtual area for data according to the scope defined in "Service Level Agreement" (SLA), Section B. The customer's virtual area is protected against unauthorized access and data loss using state-of-the-art security and back-up procedures. If the customer's work data is lost internally at SISA or in the Data Center, SISA will perform a free restoration of the last stored version. Any further claims against SISA, particularly claims for compensation, are excluded in such a case, provided and to the extent that no liability is being held due to mandatory legal provisions. If a data backup is required for a reason not attributable to SISA, SISA can charge the customer in accordance with its respective valid price list.

During the term of the contract and for a period of 90 days after the end of the contract, the customer can obtain their secured data for a fee in accordance with the valid price list from SISA on a standard data medium.

3. OBLIGATIONS OF THE CUSTOMER TO COOPERATE

3.1 INTERNAL IT INFRASTRUCTURE OF THE CUSTOMER

The use of the SaaS service requires a state-of-the-art computer system equipped with operational external access. This system serves as a client for the use of the provided application.

The customer must use state-of-the-art anti-virus software to ensure a secure and stable communication with the SISA Data Center.

SISA is happy to assist customers in selecting suitable infrastructure components.

3.2 COMMUNICATION CONNECTION TO THE SISA DATA CENTER

The establishment of the connection to the SISA Data Center and the operation of the required client computer for the use of the application software are the responsibility of the customer.

The customer allows SISA to remotely access clients as part of maintenance work if required. If remote access is not possible for reasons the customer has to represent, the customer shall bear all additional costs incurred by SISA.

3.3 REGISTRATION AND PRINTING

A proper registration with user recognition password is necessary for the SaaS service to function. The customer has to notify SISA of user permission changes as soon as possible. The use of the SaaS service by parties not registered with the SISA or under a different username instead of one's own username is prohibited.

The printers required for the printing of work results or documents must be run by the customer. Together with the customer, SISA specifies the appropriate printer requirements and configurations, provided they are printer-dependent documents (for example, forms or labels).

3.4 PASSWORD PROTECTION

The customer agrees to keep their personal username and corresponding passwords secret and not to make them accessible to third parties.

3.5 DATA PROTECTION AND ARCHIVING OF CUSTOMER DATA

The work data at the SISA Data Center is secured by standardized save and backup procedures. For data and documents for which the customer additionally commissions legally compliant electronic archiving (for example, Declare-it Safe, Digital Dossier, etc.), SISA ensures the legal conformity of the archive and its immutability over a term of 10 years or the contractual period of time arranged in the contract. The archiving is performed according to Swiss law (GeBüV – Geschäftsbücherverordnung [Swiss Business Records Ordinance]).

In the case of all other data and documents that require archiving, the customer must ensure that they are stored in a legally compliant manner by applying appropriate processes. The customer must create internal backups for the data they transmit to SISA.

3.6 CHANGES TO THE IT INFRASTRUCTURE OF THE CUSTOMER

The customer guarantees, without consulting SISA, that they will not make any changes to the physical or logical structure of the network or software or modify the operation of the client. Additionally, they will not use any facilities, software or other data that could lead to such changes. The customer also agrees to refrain from any attempts to obtain access the data of third parties.

3.7 CONTRACTUAL AND LEGALLY COMPLIANT USE

The customer agrees to use all content made available to them via the SaaS service as exclusively intended and only for their own use. The customer has to refrain from improper use and illegal acts. In particular, the customer must ensure that they are allowed to process work data on third parties under consideration of data protection and privacy aspects.

3.8 REPORTING OF SECURITY OR OPERATIONAL RISKS

The customer agrees to notify SISA without delay about any circumstances that could impair the security or operation of the SaaS service. The customer will take all measures within a reasonable context to enable identification of impairments and their causes or to facilitate their elimination.

3.9 NOTIFICATION OF ERRORS AND MALFUNCTIONS

Possible errors or malfunctions of the SaaS software must be reported to SISA immediately after their discovery by contacting the SISA helpdesk as defined in "Service Level Agreement", Section B.

4. PAYMENT, BILLING, DELAY

4.1 PAYMENT

The customer pays SISA a monthly fee for the use of the SaaS service. This fee consists of the basic fee and module fee (license). In addition, monthly volume-based transaction fees are charged. Furthermore, an annual fee for the maintenance of SaaS software and the provision of new SaaS software releases (maintenance fee) and user support (helpdesk fee) is charged. The corresponding fees are described in the "Agreement regarding the Use of SaaS Services in the SISA Data Center".

4.2 PAYMENT CONDITIONS AND PAYMENT DELAY

The fees are charged as follows:
- Usage fee (basic and module fees): on a monthly basis
- Transaction fees: on a monthly basis
- Maintenance and helpdesk fees: on an annual basis in advance or according to separate agreement.

All invoices must be paid net by the customer within 30 days after the invoice date to the account specified by SISA.

Invoices that are not objected to in writing within the term of payment shall be regarded as accepted.

If the customer is overdue with their payment obligations, SISA is entitled to demand a default interest of six percent (6%) after expiry of the payment period without further warning. In the case of a payment delay exceeding 60 days, SISA is also entitled to suspend the SaaS service while taking into account an information period of 5 days until the receipt of payment.

4.3 COMPENSATION OF CLAIMS

The compensation of any claims by a contracting party is only permitted with claims by the other party acknowledged in writing or in a legally established manner.

5. PROPRIETARY RIGHTS AND LEGAL WARRANTY

5.1 RIGHTS TO THE SAAS SOFTWARE

All proprietary rights to the SaaS software are exclusive to SISA or its license providers. The customer's rights of use for the SaaS software are described in clause 2.2.2.

If a third party asserts claims against the customer for allegedly infringing proprietary rights in Switzerland related to the SaaS service used by the customer in accordance with the contract, the customer is obliged to inform SISA immediately in writing of these claims, to enable SISA to assume defense, including conclusion of a settlement and granting assistance to an appropriate and reasonable extent. If these conditions are fulfilled, SISA will assume defense at its own expense, including any costs and damages imposed on the customer by the final judgment.

If SISA believes that the SaaS service is infringing or might infringe third-party proprietary rights in Switzerland, SISA will, at its discretion, either make amendments at its own expense to eliminate the potential infringement, or enter into negotiations with the third party in possession of a superior claim in order to acquire the relevant rights.

5.2 RIGHTS CONCERNING WORK DATA OF THE CUSTOMER

All rights of the customer's operating data that is transmitted to the SISA Data Center or that is generated by the use of the SaaS service are exclusive to the customer or the customer's licensors or data suppliers. The customer always remains the owner of the data. SISA is allowed to process the customer's working data within the context of the SaaS service operation in accordance with this contract.

The customer indemnifies SISA from any third party claims against SISA resulting from the customer using the SaaS service in a manner that is illegal, violates personal rights or infringes third-party proprietary rights. The customer will also reimburse SISA for all legal costs and other damages. In addition, SISA is allowed to terminate the contract with immediate effect.

6. WARRANTY

SISA will render the services listed in the contract by providing properly trained technical personnel and an appropriate technical infrastructure in accordance with the customary diligence of the company. The aim is to maintain the SaaS service in a contractual condition and to fix SaaS software defects as soon as possible. In addition, the provisions of the Service Level Agreement (SLA) in Section B apply.

The remedies contractually available to the customer for breach of warranty are exhaustive; further or other claims of the customer as a result of mandatory statutory provisions will remain reserved.

7. LIABILITY

7.1 SCOPE

For direct property and financial losses (like delays, non- or insufficient fulfillment, violation of diligence, warranty) caused by SISA, SISA shall assume liability within one contractual year, covering the amount of the fee paid by the customer for the use of the SaaS service during the last 12 months before the damage occurred.

7.2 IMPAIRMENT IN THE EXECUTION OF SAAS

SISA is not liable if they are prevented for reasons which fall outside their responsibility from the timely and proper execution of services listed in this contract. The dates arranged for execution will be extended according to the duration of the circumstances beyond SISA's control.

7.3 EXCLUSION

The customer is solely responsible for the use of the software and work results.

Any liability or obligation on the part of SISA arising out of or in connection with the customer's inadequate or late participation, incorrect use of the software, loss of data and indirect or consequential damages such as lost profits, unrealized savings, additional customer expenses or third-party claims shall be excluded.

7.4 LIABILITY FOR VICARIOUS AGENTS

SISA is liable for actions and omissions of their vicarious agents and as well as those of their own collaborators.

7.5 FURTHER LIABILITY

In each case, further liability due to mandatory statutory provisions remains reserved.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 CONFIDENTIALITY

Both contracting parties as well as their vicarious agents commit themselves mutually to preserving the confidentiality of all commercially sensitive documents and information which refer to the business sphere of the other party and which become accessible in the preparation and execution of the contractual service, including the contents of this GTC and the relevant contracts. This obligation remains as long as a legitimate interest exists, even after termination of the contractual relationship.

8.2 DATA PROTECTION

The contracting parties are aware that the conclusion and fulfillment of this contract can lead to the processing of personal data concerning the contracting parties, their employees, subcontractors etc. They agree that such data may be used to process and maintain their business relationships and, for this purpose, may also be disclosed to third parties, such as the Federal Customs Administration and subcontractors in Switzerland. In such cases, the party disclosing data will provide relevant organizational, technical and contractual arrangements to ensure data protection.

SISA follows the Swiss data protection laws and regulations and processes the customer's work data which the customer transmitted to SISA or which was generated by the use of the SaaS service on behalf of the customer. As soon as the data is no longer required for the aforementioned purposes, it is deleted. SISA does not act as the holder of any data collections, but as the party in charge of processing the customer's orders.

9. DURATION AND TERMINATION

9.1 COMMENCEMENT OF SERVICE

The commencement of the SaaS service for the customer is specified in the contract. The requirement for the

commencement of the SaaS service is that the customer has completed the registration form for the use of the service and that SISA has sent the registration confirmation and password for access to the customer.

9.2 DURATION AND TERMINATION

The contract with the customer is concluded for an indefinite period of time. It can be terminated in writing for both parties after a minimum term of 6 months with a notice period of 3 months to the end of the quarter, with effect from the end of the minimum term. After the aforementioned 6 months, the contract is extended for an indefinite period of time and with a notice period of 3 months to the end of a quarter.

9.3 EXTRAORDINARY TERMINATION

Each contracting party has the right to terminate the contract with immediate effect. This is the case if the other party gravely violates important provisions of the contract despite a written warning by registered letter and setting of a reasonable grace period. This also applies to non-compliance with the SLA in accordance with Section B of the GTC, but only on the condition that the failure to comply with the SLAs was not caused by the customer's infrastructure components.

In the case of the customer's delayed payment, SISA can only terminate the contract after setting a reasonable deadline for fulfillment and issuing a threat of withdrawal by registered letter. The right of SISA to suspend the SaaS service according to Section 4.2 remains reserved.

10. FINAL PROVISIONS

10.1 CONTRACT TERMS

This GTC and all contracts based on its contents apply to the relationship between the contracting parties and replace the negotiations and correspondence conducted prior to the conclusion of the contract. Should deviations occur, the final valid contract terms and conditions shall prevail over these terms and conditions.

SISA reserves the right to modify, extend or discontinue the services provided by the SaaS service in a reasonable manner with a notice period of 2 months to the end of the quarter, or to discontinue services that do not conform to the current standard. In such a case, the customer has the possibility to terminate the contract with one month's notice to the end of the quarter.

10.2 FORCE MAJEURE

The contracting parties are released from the obligation to perform under the contract as long as and to the extent that the non-performance of services is due to the occurrence of circumstances of force majeure. Force majeure includes, for example, war, strikes, riots, expropriations, storms, floods and other natural disasters, as well as other circumstances for which the parties are not responsible. Each contracting party shall notify the other party without delay and in writing about the occurrence of force majeure.

10.3 WRITTEN FORM

Changes and additions to these terms and conditions or to the contract must be in writing to be valid. This formal requirement can only be waived by written agreement.

10.4 CORRESPONDENCE

Correspondence used for the exercising of rights and obligations under this agreement shall be made in writing, by letter, fax or email, followed by postal confirmation sent to the addresses of the contracting parties indicated on the title page of the contract.

10.5　PARTIAL INVALIDITY

Should individual provisions or parts of these terms and conditions or a corresponding contract prove to be void or ineffective, the validity of the rest of the contract shall not be affected. In such a case, the contracting parties shall adapt the contract in such a manner that the purpose intended by the void or ineffective part is achieved as far as possible.

10.6　ASSIGNMENT AND TRANSFER

SISA can transfer contracts to another affiliated company. SISA is allowed to provide services listed in the contract via third parties (subcontractors) while taking data protection into account.

10.7　APPLICABLE LAW

This contract is subject to Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), dated 11 April 1980.

10.8　SETTLEMENT OF DISPUTES

Both contracting parties shall attempt to seek a mutually agreed settlement in good faith in the event of disagreements in connection with this contract.

If no amicable agreement can be reached despite the efforts of the contracting parties, the ordinary judge at the SISA headquarters shall be solely responsible for the resolution of all disputes arising out of or in connection with this contract, under the consideration that SISA reserves the right to reach the customer at their site.

B SERVICE LEVEL AGREEMENT (SLA)

1. STANDBY TIMES

The SISA Data Center is available to customers during the following times:

- Monday - Friday: 1 am – 12 am
- Saturday and Sunday: 1 am – 12 am
- Holidays: 1 am – 12 am

In exceptional cases, the standby times can be temporarily extended if required by the customer. This can be arranged by the customer with SISA in writing under consideration of a notification period of 4 weeks. SISA endeavors to provide this additional service if possible.

2. SYSTEM AVAILABILITY

The availability of the SISA Data Center is at least 99.0%.

3. STORAGE CAPACITY AND TIME

The storage capacity provided to the customer in a virtual area of the SISA Data Center corresponds to the volume of data processed for a period of five years from the date of the first data storage per business transaction. Additional storage space or storage time can be provided for a separate fee.

4. ARCHIVING

For SISA products and services that include legally compliant archiving, SISA ensures the legally compliant storage of the archived data and its immutability over a period of 10 years or in accordance with the contractual period of time indicated in the contract.

5. MAINTENANCE WINDOW

Outside of standby times in accordance with Point 1, SaaS services are usually not available to the customer due to security checks, maintenance work, etc. Once a month, SISA may extend its maintenance window over the weekend. This can also result in restrictions during access times. This is foreseen for hardware enhancements, release updates for operating and application software, communication enhancements and other scheduled work. During maintenance, the use of the SaaS service is restricted or impossible. SISA will notify its customers of such work in advance. The customers will either be notified in writing or by email.

6. HANDLING OF NON-SCHEDULED EXCEPTIONAL SITUATIONS

Events that cannot be controlled by SISA can lead to short-term failures of the data center at the most. In such an exceptional situation, SISA will endeavor to restore availability as quickly as possible with a maximum time window of 24 hours. An appropriate extension is reserved for individual cases. Repair work for the entire system always has higher priority than the system availability for a single customer.

The above obligations for SISA do not apply if the error or incident is due to circumstances beyond the control of SISA. In particular, such circumstances include malfunctions resulting from the use of hardware, software and communication components not provided by SISA.

7. RESPONSIBILITY OF THE CUSTOMER

SISA does not assume responsibility for compliance with system availability and standby times in the following areas:

- Communication infrastructure until the SISA Data Center (for example, communication lines and components on the customer's end, network suppliers or network providers)
- IT infrastructure on the customer's end, such as clients, PCs, communication software, printers, firewalls etc.

SISA is ready to assist customers with selecting infrastructure solution components.

8. FIXING OF SOFTWARE ERRORS

Errors in the SaaS software are eliminated by SISA within a reasonable amount of time. Minor errors that do not result in any significant functional impairment are fixed by updates provided with new releases.

9. CHANGES TO THE SLA

Changes to this SLA can be made by SISA under consideration of a notification period of 2 months by the end of a quarter.

C Helpdesk and support

10.   DESCRIPTION

The SISA helpdesk services include support for:
- SISA application software including software updates
- Hardware and communication infrastructure
- Support and updates for the SISA Data Center infrastructure

11.   SERVICE SPECIFICATION

11.1   PROVISION OF HELPDESK SERVICE

Provision of
- Personnel and infrastructure resources
- Setup of remote access to the customer system, if appropriate and necessary
- Knowledge of the informatics system, informatics platform and communication infrastructure.

11.2   INDIVIDUAL TELEPHONE AND REMOTE SUPPORT

A) Remote telephone support for SISA applications as information and remote support (if the technical facilities are available) for
- user support for the application software
- Support for determining and solving problems that are not based on program errors
- Support for software errors or functions
- Information concerning customs procedures and customs-specific information

B) Telephone infrastructure support for
- Hardware
- Communication infrastructure
- General IT support

Support is provided in the form of units in accordance with the "Agreement regarding the Use of SaaS Services in the SISA Data Center".

11.3   CHANGES, TARIFF UPDATES AND CERTIFICATE MANAGEMENT

For applications that are subject to changes required by legal or regulatory requirements or are specified by the business partners of the customer (for example, tariff changes, changes to the master data, installation and updates of certificates or other changes initiated by the Oberzolldirektion [Directorate General of Customs]), functional enhancements or updates will be charged using units.

11.4   RESPONSE TIME

In the event of disruptions which significantly affect the customer's business, an intervention takes place during the standby period (Section 12.4) within 4 hours after receiving the complete error report. At the request of the customer and in accordance with the standard rates outlined in the price list, SISA can continue to provide software maintenance services that were launched during a standby period outside of normal working hours. In all other cases, response time takes one working day. Customers without support and helpdesk agreements will be served according to the availability of resources. Customers who have support and helpdesk agreements are always served first.

12.   OBLIGATIONS OF THE CUSTOMER

12.1   NOTIFICATION PROCESS

Error notifications must be sent to the SISA helpdesk via the eRequest Management Portal.

Error notifications must contain the following minimum details:
- Affected software (application)
- Time of the first occurrence of malfunction
- Description of the malfunction, especially generated error messages

- Description of the effects of the malfunction on the customer's business.

12.2   PERMISSION OF REMOTE ACCESS

The customer must fulfill the following obligations:
- Providing access to their computer system and program library if required for the support work.
- Providing machine time, data media, documentation and workplace, including the required communication connections.

12.3   COMPLIANCE WITH THE TERMS OF USE

- Compliance with the mutually agreed policies addressing the use of the software.
- Exclusive use of a valid and supported software version belonging to the manufacturer and SISA.

12.4   AVAILABILITY TO PROVIDE SUPPORT

Availability is provided every business day and during regional holidays from Monday to Friday, 7.30 am to 12 am and from 1.30 pm to 5 pm. National holidays are excluded.

D SERVICES

1.   SCOPE OF SERVICES

The following services are provided:
- Installation in the SISA Data Center
- Installation, tests and launching of communication
- Application training
- Supervision and start-up
- Interface consulting
- Interface tests and start-up
- Project management and coordination
- Additional optional customer-specific services

2.   OBLIGATIONS OF CUSTOMER TO COOPERATE

The customer agrees to provide the following duties:
- Project management by a competent responsible contact person authorized to make decisions and execute them without delay. This person coordinates all the customer's duties and forwards the project-relevant information in a timely manner to SISA as well as to involved third-party companies and customer-internal offices.
- In-house training of the user
- Monitoring and control of the services provided
- Granting access to data and workplaces
- Implementation of process-relevant intermediate tests and cases of interim decisions

3.   PAYMENT

All services and costs are described in the "Agreement regarding the Use of SaaS Services in the SISA Data Center". Any additional services will be charged on a time and effort basis.

4.   CHANGES TO SERVICES

Changes to services are possible at any time. Such agreements concerning changes must be made in writing.
If the realization of a change request affects the terms of the contract, SISA can demand an appropriate adjustment of the contractual terms – in particular the increase of the remuneration or the change of dates. The costs for the provision of service changes are made in accordance with a separate offer or, if not otherwise agreed, on a time and effort basis.