

# GENERAL TERMS AND CONDITIONS

## Axon Insight for B2B customers

### 1. Applicability and scope

- 1.1 These General Terms and Conditions ("GTC") govern the finalisation, content, and implementation of contracts between customers and Axon Insight AG ("Axon Insight") regarding the use of the Axon Insight Service.
- 1.2 The GTC and further documents ("Annexes") mentioned in the contract, if any, are integral parts of the contract between Axon Insight and the customer. Separate agreements in writing shall take priority of the GTC.
- 1.3 When first registering, all of the customer's individual end users must accept the "GTC Axon Insight for End Users of B2B Customers" which are an integral part of this contract.

### 2. Contract finalisation

- 2.1 If a written contract form is executed, the parties shall be bound by the contract as soon as they hand over or send their undersigned copy of the contract to the other contractual party.
- 2.2 If this option is tendered by Axon Insight, the contract can also be concluded via a web form on its website. The customer is bound by the contract as soon as the order process has been duly completed. The contract is binding for Axon Insight as soon as Axon Insight sends the access data to the customer.

### 3. Axon Insight deliverables

- 3.1 Axon Insight enables the customer to use the Axon Insight Service within the scope of these GTC. The contract will specify additional functions or options, if any. The detailed description of the Axon Insight Service and of additional functions, if any, is provided in the current product description. Axon Insight and additional functions available to the customer are subject to these GTC and are collectively referred to as "Service" or "Axon Insight".
- 3.2 The customer receives the personal, payable, non-transferable and non-exclusive right to use Axon Insight for a period of time limited to the duration of this contract.
- 3.3 Axon Insight may modify the scope of deliverables and functionalities of Axon Insight at any time.
- 3.4 Axon Insight is a web-based application made available for use by the customer on Axon Insight data processing facilities (servers). Axon Insight is authorised to commission subcontractors to render its services.
- 3.5 Axon Insight shall maintain Axon Insight for the duration of the contract and update the Service inline with technical requirements and according to its discretion.
- 3.6 Deliverables that exceed the scope of the Axon Insight Service shall be separately agreed and remunerated.

### 4. Axon Insight service levels

- 4.1 Basically, the web-based Service is available for 24 hours on 365 days per year.

- 4.2 Axon Insight strives to remedy disruptions and errors within its sphere of influence as soon as reasonably possible

- 4.3 To the extent necessary, availability may be suspended for maintenance operations. Whenever possible, maintenance work shall be scheduled outside office hours and announced two business days in advance. Urgent maintenance work may be performed on an ad-hoc basis.

- 4.4 Axon Insight operates a help desk that is open during office hours at the respective location. Help desk enquiries shall be submitted in the format prescribed by Axon Insight.

- 4.5 Axon Insight cannot perform any maintenance and troubleshooting work if the causes are outside its sphere of influence. This is the case for instance with malfunctions in third-party systems or computer centres, network infrastructure or Internet service disruptions, and malfunctions or operating errors at the customer side.

### 5. Service usage terms

- 5.1 The customer may use Axon Insight and the data and information it contains exclusively for his own internal purposes.

- 5.2 The customer is expressly prohibited from sublicensing or in any way making Axon Insight or parts thereof available to unauthorised third parties or allowing unauthorised third parties to use Axon Insight in any way whatsoever. Unless explicitly agreed otherwise, unauthorised third parties shall also include sister companies, subsidiaries, and parent companies as well as affiliated business of any other kind.

- 5.3 The customer is prohibited from downloading or copying software or parts thereof that are constituents of the Service beyond the scope necessary for using the Service and also from decompiling, disassembling and otherwise reverse-engineering the software.

- 5.4 The customer is not authorised to modify the Service or parts thereof or introducing changes of any kind.

- 5.5 The customer is obligated to undertake all technical and operational security measures needed to prevent the use of the Service in ways not intended by or prohibited by the contract and to keep such measures updated and state-of-the-art.

- 5.6 The customer shall assure that unauthorised persons do not have access to the Service and that his staff members refrain from using the content and the data of the Service for their own purposes and from providing unauthorised third parties access to it.

- 5.7 The customer, his staff, and authorised third parties, if any, shall keep access points and data (e.g. usernames and passwords) confidential.

- 5.8 In the event of a violation or suspected violation, the customer shall immediately change the access data and notify Axon Insight without delay.

- 5.9 If the use of the Service by unauthorised parties becomes possible due to a breach of confidentiality, the

customer shall be liable for the damage incurred thereby.

- 5.10 Axon Insight must be notified by the customer immediately if defects and errors of the Service are identified. The customer agrees to support Axon Insight in troubleshooting and remedial action.

## 6. Usage of data and privacy legislation

- 6.1 The customer is responsible for using all content, data, and information ("Content Data") exclusively in compliance with the contractual provisions and with the applicable legislation in his jurisdiction.
- 6.2 If the customer produces Content Data within the Service or migrates Content Data to it, he shall be held fully responsible for the quality of the data. It is the customer's sole responsibility to ascertain that he is authorised to compile such data or import it into the Service.
- 6.3 On its servers, Axon Insight shall treat Content Data generated by the customer as a content data processor pursuant to Swiss data protection laws. Axon Insight may fully integrate such customer Content Data into the Service for use by the customer.
- 6.4 Content Data originating from the customer will not be made available to other customers or third parties by Axon Insight.
- 6.5 Axon Insight is authorised to log all data received in conjunction with the customer's usage of the Service ("User Data") and use it to improve the Service. User Data shall not be made available to third parties.
- 6.6 Axon Insight may use anonymised data and non-person-related analyses for all licensees.
- 6.7 All Content Data and User Data shall be processed in Switzerland or in the European Union.
- 6.8 With adequate technical and organisational measures, Axon Insight will assure that all data is protected against access by unauthorised third parties.

## 7. License fees and payment terms

- 7.1 The license fees are specified in the contract. Unless explicitly agreed otherwise, the fees shall be exclusive of value-added tax (VAT).
- 7.2 The agreed license fees shall be payable in advance for the respective period of time (for instance on the first day of a month for that month). Invoices shall be payable by customers within 10 days of receipt.
- 7.3 In the event of a payment delay, Axon Insight is entitled to block access to Axon Insight. The license fees remain due in such cases.
- 7.4 The customer cannot offset claims against license fees and is not entitled to assign claims without the approval of Axon Insight.
- 7.5 Axon Insight is authorised to adjust the license fees. Such adjustments are to be communicated to the customer 6 months in advance.

## 8. Warranty

- 8.1 All Content Data offered via and processed by Axon Insight originates from third parties or directly from the customer. Axon Insight is not liable for the cor-

rectness, currency, and completeness of Content Data and its presentation.

- 8.2 Axon Insight assures that the customer can utilise the Content Data for the contractually agreed purposes.
- 8.3 Axon Insight assures that the Service is not encumbered by third-party rights that could limit or prohibit utilisation pursuant to these GTC.
- 8.4 Should the contractual utilisation of the Service be hindered by third-party intellectual property rights, Axon Insight will either obtain the necessary licenses or alter the Service such that it no longer violates third-party rights. This warranty is subject to Art. 11.3 lit. d.

## 9. Liability

- 9.1 Axon Insight is liable for damage incurred directly from a violation of its contractual obligations. This liability is limited to the sum of the annual license fees.
- 9.2 Axon Insight shall not be held liable for minor negligence. No liability shall be assumed for consequential damages and lost profit.
- 9.3 Axon Insight declines all liability with respect to correctness, currency, and completeness of Content Data as regards both content and presentation.
- 9.4 Axon Insight shall not be liable if third parties claim a violation of their rights by the customer in conjunction with the use of the Service and of the Content Data.
- 9.5 The customer shall hold Axon Insight harmless from any claims brought forth by third parties against the customer in conjunction with the use of the Service.
- 9.6 The customer shall be liable to Axon Insight for any use of the Service that constitutes abuse, violates these GTC, or is unlawful.

## 10. Confidentiality

- 10.1 The parties agree to treat confidentially all facts and information that are neither obvious nor generally accessible. In cases of doubt, facts and information shall be treated confidentially. In particular, the customer shall treat with absolute confidentiality the Service and the associated software, the source code, concepts, methods, and mechanisms, etc.
- 10.2 The parties are authorised, within their business groups, to disclose and process information related to the finalisation of this contract and to the administrative implementation of the contract.

## 11. Execution, duration, and termination of contract

- 11.1 The contract shall enter into force on the date mentioned therein when signed by the parties and shall be of unspecified duration.
- 11.2 The contract can be terminated in writing with effect at the end of each month under observation of a three-month period of notice.
- 11.3 For important reasons, the contract may be terminated with immediate effect without entailing any claims for damages for the terminating party. Specifically, but not exhaustively, important reasons are:
- a) Any circumstance that would make it unreasonable for a party to uphold the contractual relationship until it can be terminated under the applicable provisions.
  - b) Any use of the Service that constitutes abuse, violates these GTC, or is unlawful.
  - c) The violation of key obligations by the other party despite a warning in writing
  - d) If intellectual property rights are violated under circumstances that Axon Insight cannot remedy with reasonable means.
  - e) Imminent or instigated bankruptcy proceedings against a party or liquidation of a party.
- Change of control within a party shall not be sufficient grounds for extraordinary termination.
- 11.4 Confidentiality obligations as well as the provisions regarding applicable laws and venue shall survive the duration of the contract.

## 12. Consequences of contract termination

- 12.1 All of the customer's usage rights pursuant to this contract shall end on the effective date of termination of the contract.
- 12.2 Axon Insight is required to delete all Content Data supplied by the customer. On request, customer-submitted Content Data shall be surrendered by no later than the date on which the contract is terminated.

## 13. Changes to deliverables and GTC

Axon Insight is entitled to change the deliverables and functionalities of the Service as well as these GTC at any time. Changes to the GTC must be communicated to the customer 6 months before they become effective.

## 14. Severability clause

If individual provisions of the contract prove to be invalid, incomplete, void, inoperative or unlawful, the validity of the agreement shall not be thereby affected. In this case, the respective provision shall be replaced with a valid provision that is as closely equivalent as possible in terms of its commercial effect and content.

## 15. Applicable law and venue

This contract shall be subject solely to Swiss law, excluding international private law and the UN Convention on the Sale of Goods (CISG). Any and all disputes in conjunction with this contract shall be settled solely by the courts at the domicile of Axon Insight.