

GENERAL TERMS AND CONDITIONS OF XEROX AG

SOFTWARE and SaaS-SERVICES

These general terms and conditions are for information only. The Xerox AG General Terms and Conditions in German or French apply.

1. SCOPE AND APPLICATION

- 1.1 These Terms and Conditions ("Terms") govern the licensing of Software, as well as the provision of Software-as-a-Service ("SaaS") services by Xerox AG ("Xerox") to the "Customer", hereinafter also referred to as "Licensee".
 - 1.2 These Terms and Conditions shall apply unless otherwise agreed in writing in the Contract in individual cases. The Customer's general terms and conditions of business or delivery do not apply, even if reference is made to them in their offer or in other associated documents.
 - 1.3 Xerox grants Licensee the non-transferable and non-exclusive right to use the agreed Software under the following conditions. Subsequent additions or changes ("Release") are also automatically subject to these terms and conditions, unless a separate License Agreement is entered into.
 - 1.4 Maintenance of the Software and support for the Software are governed by Xerox's separate TERM Maintenance.
 - 1.5 For Software for which Xerox has no rights, the TERM and license terms of the respective providers apply.
 - 1.6 The Terms relating to the provision of SaaS services are set out additionally below in paragraph 16ff.
 - 1.7 If the license product is purchased in connection with a rental or purchase agreement for Xerox equipment, the relevant Xerox Terms also apply.
 - 1.8 Xerox acts both in its own name and in the name and on behalf of Xerox Finance GmbH.
- g) "Xerox Licensed Software": application software, basic software for Xerox equipment, ODF-related software, or any SaaS-related software (collectively or separately) that is a Xerox brand and includes its accompanying documentation, but excludes diagnostic software. Depending on the service, Xerox-licensed software may be referred to in the Statement of Work as Licensed Software.
 - h) "Third Party Cloud Services": Services that a third party provides as Cloud Services. Xerox acts as a closing agent, unless explicitly regulated otherwise. The contract with the Cloud Service Provider is concluded directly between the Cloud Service Provider and Customer and Xerox represents Customer.

2.2 The following general license terms ("General License Terms") apply to Xerox-licensed Software, unless Xerox-licensed Software is provided with separate license terms or separate agreement ("Software-specific terms"), in which case the Software-specific terms apply.

2. SOFTWARE LICENSE CONDITIONS

- 2.1 Within the meaning of the Conditions is:
 - a) "Application Software": Software that is separately identified in the Statement of Work and allows Xerox equipment or third-party equipment to perform functions beyond basic functionality and that can be installed on a computer device, workstation or server as described in the Application Software documentation;
 - b) "Base Software" means software that allows Supplier Equipment to perform its basic functions;
 - c) "Diagnostic Software": proprietary Xerox software used to evaluate or service Xerox equipment;
 - d) "Optional Print Function" or "ODF": a product (including associated software) that is separately identified in the Statement of Work and provides an optional print function;
 - e) "Software as a Service" or "SaaS": a hosted service product (including associated software) that is separately identified in the Agreement and that provides the designated optional service;
 - f) "Third-party Licensed Software": application software, basic software for third-party devices, ODF-related software or any SaaS-related software (collectively or separately) that is a third-party trademark and includes its accompanying documentation;
- a) Xerox grants Customer a non-exclusive, non-transferable license, subject to Section 2.5, to use the Basic Software in the European Economic Area and Switzerland with the Xerox equipment with which it was supplied. Where Xerox equipment is supplied as a combination of controller, print unit and other devices provided by Xerox and is configured to work together, the license to use the Basic Software is limited to the combination of controller, print unit and other devices in question ("Configuration"). Changes to the Configuration require Xerox's prior written consent, which shall not be unreasonably withheld, and shall be made under Xerox's then applicable terms and conditions and license fees. Customer's license for any Basic Software will terminate: (i) immediately when Customer no longer uses or owns the Xerox equipment; or (ii) upon termination of the contract under which Customer leased the Xerox equipment (unless Customer has exercised any applicable purchase right to the Xerox equipment);
- b) Xerox grants Customer a non-exclusive, non-transferable license, subject to Section 2.5, to use Application Software in the European Economic Area or Switzerland on a single device as provided in the documentation accompanying the Application Software, so long as Customer continues to pay all applicable license fees;
- c) Xerox grants Customer a non-exclusive, non-transferable license to use SaaS in the European Economic Area or Switzerland as long as Customer continues to pay all applicable license fees;
- d) Xerox grants Customer a non-exclusive, non-transferable license, subject to Section 2.5, to use ODF in the European Economic Area or Switzerland on any single device as provided in the documentation accompanying ODF for as long as Customer uses or owns that device;
- e) Each language version of the Xerox Licensed Software is a separate copyrighted work. If a language version of Xerox Licensed Software is not activated for use, Xerox authorization is required and a fee may be charged;

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Xerox AG
Sägereistrasse 29
CH-8152 Glattbrugg

Xerox Terms Software & SaaS 07.23

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- f) Except for the rights granted in paragraphs (a) through (e) above, no other rights are granted with respect to Xerox Licensed Software. In particular, Customer is not permitted to: i) distribute, copy (except for a back-up copy where necessary for lawful use), modify, and, subject to its permissibility under applicable law, create derivative works of, decompile or reverse engineer Xerox-licensed Software; ii) activate Software that was delivered in an inactivated state; or iii) allow all of the above to be done by others;
 - g) Ownership and all Intellectual Property Rights in Xerox-licensed Software shall at all times remain solely with Xerox and its licensors (who shall be deemed to be the third party beneficiaries of these Terms and Conditions and the Limitation of Liability provisions of this Agreement to the extent they relate to Third Party Software);
 - h) Xerox-licensed Software may contain code to prevent unlicensed use or unlicensed transfer. If Customer does not allow periodic access to such Xerox-licensed Software, such Code may interfere with the functionality of Xerox equipment or Xerox-licensed Software, which may include blocking.
- 2.3 When Xerox provides Customer with Third Party Licensed Software, the terms and conditions of the Third Party Licensors apply. If Third Party Licensors do not provide such terms, the terms of this Section 2 apply and references to "Xerox Licensed Software" mean "Third Party Licensed Software" provided that this Section 2 does not grant Customer rights to the Third Party Licensed Software that exceed the rights granted by the applicable Third Party Licensor to Xerox.
- 2.4 Where Supplier Software is provided in connection with Services, the applicable license fees, as set forth in the invoices for the Services, are included and permit use of the Supplier Software for the duration and purposes of the Services. Such Supplier Software may be transferred to an Affiliated Customer Company, subject to Xerox's then applicable terms and conditions, if explicitly permitted in the applicable Statement of Work.
- 2.5 If Xerox-licensed software (basic software, application software or ODF-related software) is provided outside of the Services or it is agreed that such software will be licensed separately to Customer upon completion of the Services, Xerox-licensed software may be transferred only if permitted by mandatory law and only in accordance with the "Transfer Terms" of this Section 2.5. Transfer of SaaS or Third-Party Licensed Software is not permitted.
- a) A transfer is permitted only once as a permanent transfer as follows:
 - i) for Basic Software: to enable Acquiring Licensee to use the Basic Software only on or with Xerox equipment (and, if applicable, in the configuration) for which it was licensed by Xerox
 - ii) for Application Software: to enable Accepting Licensee to use the Application Software only on a single device, as provided in the accompanying documentation;
 - iii) for ODF-related software: to enable Acquiring Licensee to use ODF-related software only on a single device, as provided in the accompanying documentation.
 - b) Customer shall notify Xerox in advance of any planned transfer and ensure that the Acquiring Licensee
 - (i) accepts the Xerox-licensed Software in "as is" condition and without any warranty of any kind from Xerox or its licensors, who (except to the extent liability cannot be excluded or limited under applicable law) shall under no circumstances be liable to Accepting Licensee for any loss, damage, cost or expense arising out of or in connection with the Xerox-licensed Software
 - (ii) accepts Xerox-licensed Software under the terms set forth in paragraph 2.5(a), as applicable, and agrees to protect the confidentiality of Xerox-licensed Software on terms equivalent to those in this Agreement regarding non-disclosure;
 - (iii) agrees that Acquiring Licensee shall refrain from doing so: Distribute, copy (except for a backup copy when necessary for lawful use), modify, and, subject to its permission under applicable law, create derivative works of, decompile or reverse engineer Xerox-licensed software; or activate unlicensed software supplied in an inactive state; or allow others to commit any of the prohibited acts;
 - iv) accepts that the ownership rights, copyrights and all intellectual property rights in Xerox-licensed Software shall at all times remain with Xerox and its licensors;
 - v) accepts that Xerox-licensed Software may contain a lock code to prevent unauthorized use;
 - (vi) accepts that Accepting Licensee will transfer Xerox-licensed Software to a subsequent Licensee only under the same transfer terms and conditions (and to this end, all obligations on Customer under the transfer terms and conditions will apply equally to Accepting Licensee when the latter transfers Xerox-licensed Software to a subsequent Licensee).
 - c) Customer shall indemnify Xerox and its licensors against all losses, damages, costs and expenses arising out of or in connection with any breach of the Terms of Transfer by Customer, the first transferee Licensee, and any subsequent transferee Licensee.
- 2.6 Customer agrees that it will authorize its employees to accept any Software-specific terms and conditions or terms and conditions of any third party licensed software in "click-wrap" or "shrink-wrap" format. When Xerox provides the Services, Customer authorizes Xerox to accept the same terms on behalf of Customer.
- 2.7 Xerox does not warrant that Supplier Software is error-free or will operate without interruption.
- 2.8 Diagnostic software is included with Xerox equipment and is a valuable Xerox trade secret. Ownership and all intellectual property in the Diagnostic Software remains solely with Xerox and its licensors at all times. Xerox does not grant Customer the right to use the Diagnostic Software except

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when the use of the Diagnostic Software is licensed separately. Customer will not access, use, reproduce, distribute or disclose (or allow third parties to do so) the Diagnostic Software for any purpose. Customer will allow Xerox reasonable access to Xerox equipment to remove or disable the diagnostic software when Customer is no longer receiving maintenance services from Xerox.

3. COPYRIGHTS / PROTECTION OF THE LICENSED SOFTWARE

- 3.1 Subject to the provisions of Section 2, the following shall apply
- a) The licensee is only entitled to the rights of use expressly granted by contract. Copyrights remain with Xerox or third parties. Licensee may not remove or alter any confidentiality, ownership or copyright notices on a Licensed Product or on the Media.
- 3.2 Licensee will disclose information to employees or third parties only to the extent necessary for the use of the Product and Licensee will further impose the obligation of confidentiality.

4. REMUNERATIONS

- 4.1 The remuneration and licence fees are exclusive of the statutory value added tax (VAT) and are payable from the start of use. Possible notices of defects do not prevent the due date of the licence fees.
- 4.2 Remuneration for SaaS services pursuant to Section 16 et seq., unless otherwise regulated, is based on the prices stated in the offer.
- 4.3 All invoices are payable within thirty (30) days net.

5. DELAY IN PAYMENT

- 5.1 The customer is automatically in default when the due date comes into effect. A default interest of 5% per annum will be charged for a late payment. In addition, a further CHF 25.00 per reminder and a further CHF 35.00 per registered letter will be charged. Collection fees will be charged additionally according to expenditure, whereby they will in any case amount to at least CHF 150.00. We reserve the right to assert any further damage caused by delay.

6. OBLIGATION TO RETURN

- 6.1 Upon termination of the Customer License for the Licensed Software, Customer will return to Xerox, destroy or render unusable all complete or partial copies of the Licensed Software in Customer's possession or control.

7. DELIVERY / ACCEPTANCE

- 7.1 Xerox supplies each Licensed Software (hereinafter also referred to as "Licensed Product") in machine-readable or printed form. Any delivery costs are borne by Licensee. The

Software is considered accepted if Licensee does not file a complaint within two weeks of delivery (within two weeks of notification of installation completion, if Xerox has assumed a corresponding obligation), but no later than when productive use begins.

8. WARRANTY OF QUALITY

- 8.1 Xerox meets a warranty obligation free of charge by:
- providing a modified object code or a workaround, or
 - if it is unable to provide a solution to the problem, it shall, at the request of the licensee, refund the licence fee or an appropriate part thereof.
- 8.2 In the case of third-party cloud services, only the warranty provisions agreed between the Customer and the third party shall apply. Xerox excludes all warranties of title and non-infringement.

9. LEGAL WARRANTY

- 9.1 Xerox warrants that its services do not violate any third-party property rights.
- 9.2 As soon as the Customer becomes aware of a possible infringement of property rights, he will inform Xerox. Customer will leave it to Xerox, within the scope of the applicable procedural law, to independently defend against the claim and settle it, provide Xerox with all available information and grant Xerox all support and authority to defend against such a claim, as well as not settling such legal disputes by way of settlement without Xerox's prior consent.
- 9.3 Xerox's liability for third party claims resulting from breaches of legal warranty is limited to claims arising from legally enforceable court or arbitration awards, which were settled by Customer with Xerox's consent or whose existence was acknowledged by Xerox. Xerox will not contest claims that are obviously justified. Xerox will also reimburse Customer for reasonable attorney's fees arising from the aforementioned court or arbitration proceedings. This is provided that Customer promptly notifies Xerox of the assertion of such a claim, authorizes Xerox to independently defend against the claim and settle it, provides all available information at Customer's expense and grants Xerox all support and authority to defend against such a claim, and has not settled such litigation by compromise without Xerox's prior consent.
- 9.4 If the third party has obtained or threatens to obtain a prohibition against Customer from obtaining or using some or all of the Services, Xerox will, at its option, terminate the Agreement:
- a) replace the Services with other non-infringing Services; or
 - b) adapt the services so that they no longer infringe the rights of third parties,

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- This is, however, always provided that the contractually essential functionalities of the services are maintained and such replacement or adaptation is carried out without significant impairment of the customer's operational processes.
- 9.5 If neither a replacement nor an adjustment can be effected, the customer may extraordinarily terminate the corresponding service or partial service.
- 9.6 Furthermore, Xerox is not liable for acts or claims of infringement that are due to the use of a computer system in conjunction with other systems, software or data not provided by Xerox.
- 9.7 Warranty for third-party Cloud Services: Only the warranty provisions agreed between Customer and the third party apply to third-party Cloud Services. Xerox excludes all warranties of title and non-infringement.
- 10. LIABILITY**
- 10.1 Each party shall be liable to the other party for the direct damage caused to the other party by culpable breach of this contract.
- 10.2 The liability for damages of the other party caused by intentional or grossly negligent breach of contract is unlimited. In all other cases, liability for damages caused by or in connection with this contract is (a) unlimited for personal injury and (b) for other damages, limited in total to the fee paid by the customer under this contract within six (6) months before the occurrence of the damaging event, but in any case to a maximum of CHF 1 million.
- 10.3 Notwithstanding the preceding paragraphs, any liability arising from or in connection with this Agreement for indirect or consequential damages, such as loss of profit, business interruption or loss of data, shall be excluded to the extent permitted by law.
- 10.4 The Customer is liable for all damages caused to Xerox as a result of the use of the agreed software or SaaS services in a manner contrary to care or instructions. The Customer is liable for such damages in accordance with the statutory regulations and without application of sections 10.2 and 10.3 of these Terms.
- 10.5 In addition, the Customer undertakes to indemnify Xerox from all claims of third parties based on the data stored by him and to reimburse Xerox for all costs that Xerox incurs due to possible legal violations. The limitations in sections 10.2 and 10.3 of these Terms do not apply.
- 10.6 For third party cloud services, only the liability provisions agreed between Customer and the third party apply. Xerox excludes all liability for third-party cloud services.
- 11. DATA PROTECTION**
- 11.1 Within the framework of the contractual relationship, each party processes personal data about customers, employees and other auxiliary persons of the other party. This includes, for example, name, postal/email/IP address, telephone number, profession/function, means of identification, copies of identity documents, etc. For the purposes of contract execution and maintenance of the contractual relationship (e.g. communication, access control, fault reports, orders, invoicing, satisfaction analyses, information on new products, invitations to events, etc.), the parties shall process this personal data on their own systems under their respective responsibility and using appropriate technical and organisational measures to protect the data.
- 11.2 Xerox shall also process data of end customers, employees and other auxiliary persons of the Customer on the use of the Services provided by Xerox for the purpose of quality assurance, product development and for tailor-made offers. Xerox shall inform the Customer in advance of any other purposes for which the Data may be processed.
- 11.3 Each party shall comply with the Data Protection Act when processing personal data of end customers, employees and other auxiliary persons of the other party (in particular when using contract data processors and transferring data abroad). Each party shall inform its customers, employees and other auxiliary persons about the processing by the other party, shall be the first point of contact for their data subject rights and shall comply with its reporting and notification obligations vis-à-vis the supervisory authority and the persons affected by a breach. The parties shall inform each other in this respect.
- 11.4 In addition, depending on the Service, Xerox shall process Personal Data only on behalf of the Customer. Such Personal Data entrusted to Xerox by the Customer shall be processed by Xerox solely for the purpose of fulfilling the purpose of the Data Processing Agreement ("DPA") entered into with the Customer. The version of the DPA currently available at www.xerox.com/ch_agb including the Processing Purpose described therein in Annex 1 and the Technical and Organisational Measures set out in Annex 2 shall be deemed to have been concluded under the conditions regulated therein.
- 12. CONFIDENTIALITY**
- 12.1 The parties undertake to treat all information, documents and data in connection with this contract which are provided or made available to them by the other party or which they have acquired within the scope of the contract (hereinafter "Confidential Information") as strictly confidential and not to disclose or otherwise make available to unauthorized third parties. Confidential Information shall be treated confidentially even if it is not expressly designated as confidential. In particular, information concerning data protection and data security measures (access regulations, passwords, encryptions, etc.) must also be treated confidentially.
- 12.2 No Confidential Information within the meaning of the first paragraph is information,

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- which were already publicly known before disclosure by one party,
 - which originate from a third party who is in lawful possession of this information and is not subject to any confidentiality obligation, and
 - which must be disclosed due to mandatory statutory provisions or legally binding orders of state bodies.
- 12.3 Upon termination of the Contract, the Parties undertake to either return or delete Confidential Information at the option of the other Party and to confirm in writing to the other Party that no Confidential Information (including copies thereof) has been retained. Mandatory legal provisions for the retention of business documents remain reserved.

13. EXPORT CONTROL

- 13.1 The Customer undertakes to comply with all applicable export control regulations in connection with the import, export and re-export of pressure equipment, software or other services under this contract, in particular the relevant regulations of the US Department of Commerce, the US Department of Treasury and the US Department of State.

14. WRITTEN FORM AND ASSIGNMENT, CONTRACT TRANSFER

- 14.1 Amendments and supplements to the contract require written agreement.
- 14.2 Xerox may enable the possibility of digital signature and shall separately specify the necessary technical requirements for this purpose.
- 14.3 This Agreement and the rights and obligations under this Agreement may only be transferred to third parties with the prior written consent of the other Party. However, Customer's consent is not required if Xerox transfers this Agreement or the rights and obligations under this Agreement to another company in the Xerox Group, in which case Xerox will notify Customer in writing of any transfer of the Agreement or rights.

15. APPLICABLE LAW AND JURISDICTION

- 15.1 Swiss substantive law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 15.2 Exclusive place of jurisdiction is Zurich ZH, Switzerland. Xerox reserves the right to bring proceedings before other competent courts.

SUPPLEMENTARY PROVISIONS FOR SAAS SERVICES:

16. SCOPE OF APPLICATION

- 16.1 When Xerox provides Software-as-a-Service ("SaaS") services to Customer, the following provisions apply in addition to the provisions in Section 1-15 of these TERMS. These Terms and Conditions thus govern the content, the conclusion of SaaS services, and the provision of SaaS services by Xerox.
- 16.2 In the event of contradictions, the Agreement, Sections 16 ff. in the second place, and the provisions of Sections 1-15 of these Terms in the third place, shall prevail.

17. TENDERS AND PLACING OF ORDERS

- 17.1 SaaS services are offered by Xerox on the basis of a requirements specification or a written offer. Reference is made there to these Terms.
- 17.2 Unless otherwise specified in the offer, Xerox is bound by the offer for 30 days from the date of the offer. Customer acknowledges the applicability of these Xerox Terms when submitting the offer or, in the absence thereof, at the latest when placing the order.

18. DATA STORAGE

- 18.1 Xerox provides Customer with a defined amount of storage space on a server to store their data. If the storage space is not sufficient to store the Data, Xerox will inform the Customer accordingly and allow the Customer to purchase additional storage space for a fee. If Customer does not purchase additional storage space, data in excess of the available storage space will not be stored.
- 18.2 The Customer is not permitted to transfer this storage space to a third party. It is irrelevant whether this transfer is partial or complete, against payment or free of charge by the customer.
- 18.3 The customer guarantees and undertakes that no content is stored on the storage space, the provision, publication and use of which violates applicable law or agreements with third parties.
- 18.4 However, the Customer remains the sole owner of the data in all cases and can therefore demand that Xerox surrender the data during the term of this Agreement. Xerox has no right of retention.
- 18.5 Xerox ensures that the stored data can be retrieved within the scope of technical possibilities.
- 18.6 Xerox has a duty to take suitable and reasonable precautions against data loss and to prevent unauthorized access to Customer's data by third parties within the scope of technical possibilities. This is done by making regular backups, checking data for viruses and installing firewalls.
- 18.7 Xerox will ensure that the stored data can be retrieved within the scope of technical possibilities.

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19. TRANSFER OF SOFTWARE

- 19.1 Xerox provides the Customer with the software product described in the Contract (hereinafter "Software") for use via a network connection or the Internet (hereinafter "Service").
- 19.2 Unless otherwise specified in the Contract, the Software is operated on computers in a computer center used by Xerox. For the term of this Agreement, the Customer is granted the non-exclusive and non-transferable right to access the Software by means of a browser (e.g. Firefox) and a network or Internet connection and to use it for their own business purposes exclusively in the exercise of their commercial or independent professional activity.
- 19.8 The customer is responsible for the network or Internet connection between the customer and the computer centre as well as the hardware and software required for this (e.g. PC, network connection, browser). The right of use is limited to the number of usage units booked by the customer.
- 19.9 The Customer is not entitled to use the software or the Service beyond the use permitted under the terms of the contract or the offer, or to have it used by third parties or to make it available to third parties. In particular, the Customer is not entitled to further and/or sublicense the Software or Service. Customer may not edit, change or independently copy, develop, sell, resell, distribute or otherwise use the Software or any part of it in any way other than in accordance with any documentation without Xerox's consent. Customer has no right to a working copy of the Software and therefore no right to a backup copy.
- 19.10 With the exception of the right of use described above, all rights to the Software, including any documentation, remain with Xerox or (where "third-party products" are concerned) with Xerox's licensors. The Customer refrains from any infringement of the intellectual property rights associated with the SaaS services, such as copyright, trademark rights, etc.

20. OPERATION

- 20.1 In providing the Software or Service for use by Customer, Xerox will take all reasonable steps to provide Customer with the most uninterrupted availability possible. However, Customer is aware that even with careful development, errors cannot be completely avoided. Such errors will be corrected as part of maintenance or support.
- 20.2 Xerox guarantees the services that have been expressly agreed upon in writing. Customer is aware that the standard functions of the Software or Service do not cover all Customer's needs.
- 20.3 Customer acknowledges and agrees that Xerox may modify procedures and behavior of the Software or Service as it develops. Accordingly, Xerox explicitly does not guarantee that all functions will remain the same.

- 20.4 The Customer tolerates short-term restrictions on use due to maintenance work. Longer interruptions due to maintenance work will be notified to the customer in good time.
- 20.5 Xerox technical support is based on a "best effort" basis, unless explicitly agreed otherwise in the Agreement. Xerox will respond within a reasonable time to service and software failures and handle other support issues. Accordingly, Xerox makes no warranty or representation that the Software and Services, Support will be available at all times or that malfunctions and interruptions will not occur.
- 20.7 If Xerox provides a comprehensive update or development of the Software or individual modules as a new version or update of the Solution, Customer is obligated to use the new version or update. There is no obligation on the Customer to obtain any extensions that may then be offered and which are subject to a charge.
- 20.8 In the case of Cloud Services of third parties, only the provisions on service levels and warranties agreed between the Customer and the third party shall apply. Xerox excludes all warranties of title and non-infringement.

21. CUSTOMER SUPPORT AND OBLIGATION TO COOPERATE

- 21.1 Customer undertakes to use the Software or Service and the access data exclusively for the agreed purpose and only during the term of the contract. Customer is solely responsible for the content that Customer and the users set up by Customer create, transmit or make available using Xerox Software or Service. Customer, its employees and other users set up by Customer are obligated to handle access data confidentially and carefully.
- 21.2 In the case of third-party Cloud Services, Customer must declare its consent to the relevant terms and conditions of the third party.
- 21.3 The Customer is responsible for informing his users of the details of his contract with Xerox in good time before use begins. This is because Customer is liable for all breaches of duty by his users and any third parties, unless he is not responsible for the breach of duty and can thus prove this accordingly.
- 21.4 Customer will refrain from and guarantees to refrain from any misuse of the services provided by Xerox. The Customer may not transmit any information with illegal or immoral content or publish it on the Internet.
- 21.5 The Customer also guarantees to observe and comply with all valid trademark and copyright laws, as well as all valid trademark, patent, name and labelling rights and all other property rights. He also ensures compliance with the data protection regulations if he collects personal data.
- 21.6 Customer also indemnifies Xerox against all claims by third parties that are based on an illegal use of the services provided by Xerox under this agreement or that have been

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made with Customer's approval. The Customer is obligated to notify Xerox immediately of such violations, including those of data protection laws, copyright violations and all other legal disputes, in full.

- 21.7 If there is a serious breach of the Customer's obligations, or if there is suspicion of a breach of the provisions of paragraph 21.4, Xerox has the right to stop providing the agreed services at a cost to the Customer and to block all corresponding access by the Customer.

22. PRICE CHANGES

- 22.1 **Ordinary Price Adjustment:** The prices agreed between the parties may be increased by 5% after the expiry of 12 months from the commencement of the Contract at the beginning of each subsequent Contract Year. However, if the Swiss Consumer Price Index (*schweizerischer Konsumentenpreisindex*) ("CPI") has increased by more than 5% during the same period, Xerox shall be entitled to increase the agreed Service Fee and other agreed remuneration in line with the increase in the CPI. No prior notice of the price increase shall be required and such price increase shall not constitute grounds for early termination of the Contract by the Customer.

- 22.2 **Extraordinary Price Increases:** Xerox further reserves the additional right, independent of the ordinary price adjustments, to change the charges agreed in this Agreement upon three months' prior notice, commencing on the first day of the following month. If Xerox announces such a price change, the Customer may object to such price change in writing by registered letter giving one month's notice. The period shall commence on the date of delivery of the relevant communication from Xerox. In the event of a timely objection, no such extraordinary price adjustment will be made. If no such objection is made, the new prices will apply to this Agreement as of the effective date specified in the notice, and Xerox will indicate this in the notice. Such notification shall not constitute grounds for early termination of the Contract by the Customer.

23. TERMINATION

- 23.1 In general, a fixed term is agreed in the contract for the agreed SaaS services, as are the termination rights of the contract. In the absence of such an agreement, the SaaS services can be terminated in writing by each contractual partner at the end of a calendar month with 90 days' notice.
- 23.2 In the event of a serious breach of contract, the other contractual partner may terminate the contractual relationship without notice in writing, stating the serious breach of contract. Xerox reserves the right to make any claims for damages for termination at an inopportune time.

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