

## (0) Preamble

(0.1) Ergon Informatik AG, Merkurstrasse 43, 8032 Zurich (hereinafter referred to as "Ergon") shall provide the customer with the described usage rights (hereinafter referred to as "licence") for the software "Airlock" (hereinafter referred to as "product") itself or via a reseller (Ergon and reseller are hereinafter both referred to as "seller") for the duration of the contract on the basis of a licence agreement (hereinafter referred to as "agreement") as well as these licence terms. Ergon is the owner of all property and usage rights for the product and the further development thereof.

(0.2) Included third-party software packages are subject to separate licences (hereinafter: third-party licences). With the purchase, the customer accepts these licence terms as well as all third-party licences. Third-party licences are listed in the product documentation under *Third-Party Licences*. Ergon warrants that none of these third-party licences shall be infringed with the use of the product.

(0.3) Ergon integrates third party services (e.g. cloud services) over whose service levels it has no influence. The service level conditions for these services are defined and guaranteed by the service provider, not by Ergon.

## (1) Evaluation Licence

(1.1) Ergon grants the customer free use of the product for evaluation purposes for a maximum of 30 days. As a trial version, the product is not suitable for production use as security software and usage in a productive environment is prohibited. Ergon does not provide a warranty for trial versions and assumes no liability for damages resulting from their use. If the customer does not decide to purchase a licence, the customer is obliged to destroy all copies of the product.

## (2) Usage Rights

(2.1) Following issuance of the licence certificate, on the condition that the licence fees are paid in due time, Ergon grants the customer a time-unlimited and location-unlimited, non-exclusive and transferable (to a limited extent) right to install and use the product to the following extent: This right is transferable only within affiliated companies. The licence price for unlimited company licences shall be adjusted according to the company situation in the case of a transfer or inorganic growth of the customer (through company acquisitions, merger etc.). The usage rights include the rights acquired according to the agreement (e.g. number of installations/entities, applications, registered users by name) for the purpose of safeguarding the services offered by the customer, which may be used by the customer and its users (employees, customers, third parties). The customer is not entitled to grant third parties access to the product for the purpose of providing "Software as a Service" via their customer data or to provide this to third parties in any other manner. The customer is

entitled to make copies of the product exclusively for security or archiving purposes.

(2.2) The customer is permitted to use the product with a high-availability licence multiple times simultaneously with the same licence key solely for the purpose of increasing failover security.

(2.3) The product can be used on virtual machines. The customer is only entitled to keep the virtual machine available on multiple servers at the same time or to move automatically between the servers by licensing the corresponding environment. ("Business Continuity Management").

(2.4) The customer is not entitled to translate the product from object code to source code (e.g. by reverse engineering or decompiling).

(2.5) The customer is not entitled to break or change any licence keys.

(2.6) The customer is entitled to adapt the product to his, her or its needs (configuration, parameterisation) at his, her or its own risk to the extent specified in the documentation and/or to connect it to interoperable programmes.

(2.7) A licence with a MAC address is technically tied to one server. In the event of a server change, the customer is obliged to ensure that the licence shall not be reused. Ergon shall consequently deliver a replacement licence key within 2 working days.

(2.8) A licence without a MAC address may only be used for one installation concurrently. Further simultaneous uses must be purchased additionally.

(2.9) Products supplied by Ergon are intended for worldwide use. Exports from Switzerland or the EU - individually or in a system-integrated form - may be subject to approval by the customer and are subject to the applicable foreign trade laws as well as the US Export Regulations, which the customer must be aware of and observe. Resale to customers in the nuclear sector, in particular in the production and operation of nuclear technology, requires special permits. Ergon reserves the right to adjust the export and import provisions at any time as required by national or international legislation.

(2.10) The licence terms and licence keys limit the use of the product. Bypassed technical and/or contractual limitations (e.g. a bypass use of reverse proxy) must be re-licensed for the entire sublicensing period.

(2.11) Use notification (pay-per-use)

If the agreement stipulates the inclusion of a notification for certain parameters of the usage rights, the customer is obliged to report these on time in accordance with the agreement.

(2.12) Ergon is entitled to check adherence to the intended use of the product, respecting the business and trade secrets of the customer and in mutual agreement. In the case that additional usage is determined, Ergon shall invoice the customer for the

## Airlock Licence Terms

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corresponding extra licensing according to the currently applicable prices.

(2.13) The customer is responsible for selecting, installing, configuring and using the product and for solving any issues resulting from its use.

(2.14) Only Airlock logs may be displayed when using the world map service of the Airlock reporting component.

### (3) Warranty, Liability

(3.1) The product is made available to the customer as a download. The customer undertakes to check the functionality of and absence of defects in the product provided during the trial phase and to report any defects. A warranty-based defect is deemed to be present if the product deviates from the assured functionalities and services during intended use to such an extent that its suitability for the intended use is either made impossible or significantly reduced. Ergon shall conclusively rectify the following defects during the warranty period of one year after the product is made available for download. Ergon reserves the right to issue a patch or a corrected version of the product or provide a solution to work around or remove the defect.

(3.2) Ergon assumes no liability for errors, malfunctions or damage caused by improper operation, parameterisation or abnormal operating conditions (e.g. hardware errors, operating system). Ergon assumes no liability for changes made to the product by third parties or the customer.

(3.3) Ergon warrants that no third-party property rights shall be infringed by the customer through the intended use of the product. If claims are made against the customer for infringement of third-party intellectual property rights due to the use of the product, Ergon shall, at its own expense, assume the defence and any costs and damages imposed on the customer by a legally binding court decision if the customer notifies Ergon of the facts without delay and leaves Ergon to conduct all negotiations. The customer is not authorised to make any declaration of recognition in this regard.

(3.4) If justified claims are asserted, Ergon shall take the necessary precautions and, if necessary, acquire the rights or supply equivalent parts and components. If this is not achieved with acceptable and reasonable effort and the claims are established by a final judgement, Ergon shall compensate the customer for the loss of the usage rights by reimbursing the licence fees.

(3.5) Ergon shall be liable for damages if intent or gross negligence is proven to be attributable to it or its employees. Liability for minor negligence is limited to a total of CHF 100,000 for the duration of the contractual relationship. Reimbursement for consequential and indirect damages, such as profit or data loss, is excluded.

### (4) Software Subscription (SSU)

(4.1) The customer is obliged to purchase software subscription (SSU) with a contractual period of at least one year.

(4.2) The SSU entitles the customer (i) to access Techzone (<https://techzone.ergon.ch>), (ii) to maintain and upkeep the active release. Ergon provides maintenance and care services for active releases. The current status, i.e. which releases are active by which date, is continuously updated under "Lifecycle" in the Airlock Techzone. (iii) As well as providing follow-up releases. Support services are not included in the SSU.

(4.3) Ergon shall decide at its discretion when provisions shall be made. During installation, the customer must follow the instructions provided by Ergon.

(4.4) The installation may require the use of conversion scripts to adapt existing product parts, data or data models subject to additional costs.

(4.5) SSU can only be purchased for the entire licence of the product. If it is not cancelled, the SSU renews itself automatically. Late payment for a subsequent period constitutes an interruption. SSU services are omitted following an interruption. Resumption of services requires payment of the SSU for the full interruption period.

(4.6) Ergon ensures the compatibility of bug and hotfixes for corresponding minor releases. Ergon does not guarantee release compatibility with third-party systems without an explicit compatibility commitment from the third-party manufacturer.

### (5) Support

The customer shall enter into a separate support contract with the seller. Ergon does not guarantee support services (i) without a separate support contract (ii) without a valid SSU and (iii) for non-active releases. (<https://techzone.ergon.ch/lifecycle>)

### (6) Fees/Payment Terms

(6.1) Licence fees are due upon conclusion of the agreement. SSU fees are due annually in advance. Fees for services or additional services are invoiced on a monthly basis, in addition to expenses and ancillary costs.

(6.2) All invoices incl. VAT must be paid by the customer net within 30 days after the invoice date to the account specified by Ergon.

(6.3) Invoices that are not objected to in writing during the payment period shall be deemed to have been accepted.

### (7) Product Rights

(7.1) The customer is only entitled to use the product in accordance with the rights expressly granted under these licence terms. All other rights, in particular the ownership, the copyright and the property rights for the product and all not expressly transferred usage rights remain with Ergon or the owner of the property rights for the licences.

(7.2) The product contains information, ideas, data structures, database models, libraries, tools, concepts, designs, methods and procedures that outline Ergon's business and trade secrets. Accordingly, the customer undertakes to treat the product with the same care and confidentiality as its own business and trade secrets, to use it only for the intended use as described in these licence terms and, subject to prior written authorisation by Ergon, not to make it available to third parties in any way or form, in whole or in part, or to publish it.

(7.3) This obligation to maintain confidentiality remains in force as long as Ergon has a legitimate interest, even after the termination of the contractual relationship.

### (8) Duration and Termination

(8.1) The licence agreement is concluded when products offered by Ergon are ordered. Unless otherwise agreed, the right to use the product is granted for an indefinite period.

(8.2) The SSU services are concluded for the agreed subscription period. After expiration of the subscription period, the SSU renews itself for another year. The SSU may be terminated with a 30-day notice period prior to the end of the subscription period.

(8.3) Ergon can only withdraw the usage rights granted to the customer under these licence terms if the customer violates the licence terms in a serious way, in particular if the customer is in default on the payment of the licence fees despite a written warning or if the customer continues to violate the conditions

of use (section 2) and the rights for the product (section 8) despite a written warning setting a reasonable period of time for the restoration of the contractual condition. Furthermore, Ergon is entitled to end the contract in accordance with section 3.4 if it cannot remedy an infringement of property rights in any other manner.

(8.4) If SSU fees are not paid, Ergon may discontinue the services mentioned in section 4 at any time.

(8.5) With the end of the SSU subscription, the customer's right to the services stipulated in section 4 expires, and with the end of the licence agreement, the customer's right to use the product according to section 2 expires. The customer is entitled to keep an archive copy of the product not created for production purposes for the fulfilment of statutory storage obligations. The customer ensures that the product is no longer used in production.

### (9) Closing provisions

(9.1) Should individual provisions of the licence agreement be or become invalid, this shall not affect the other provisions of the agreement. The parties shall jointly find provisions to replace the invalid provisions.

(9.2) These licence terms may be changed by Ergon at any time and shall be communicated to the customer in writing. Without an objection from the customer within 20 working days, they shall come into force automatically.

(9.3) All contracts concluded under these licence terms shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

(9.4) The parties undertake to find an amicable solution in good faith in the event of differences of opinion concerning this agreement. If, despite these efforts, no amicable solution is reached, Zurich 1 is designated as the place of jurisdiction.