

Terms of Service Airlock 2FA

Version 02.20 as of February 4th, 2020



(0) Preamble

(0.1) Ergon Informatik AG, Merkurstrasse 43, 8032 Zurich (hereinafter referred to as "Ergon"), sells Software-as-a-Services offering for Airlock two factor authentication ("2FA-service") in combination with their Airlock software ("Product") itself or via resellers (Ergon and reseller are hereinafter both referred to as "seller") to customers.

(0.2) The 2FA-service is provided by Futurae Technologies AG, Zurich (Futurae)

(0.3) By ordering Airlock 2FA-service the customer accepts these terms of service.

(0.4) A valid license agreement and SSU subscription for the product must be in place to be entitled to use the service.

(1) Terms of Service

(1.1) The customer's use of the service shall be governed by the Futurae General Terms of Use located at <https://www.futurae.com/legal/terms>.

(1.2) If Futurae is to process personal data of users which are located in the European Economic Area under the agreement, Futurae and the customer shall enter into a Data Processing Addendum located at <https://www.futurae.com/legal/dpa>. The Customer must download and sign the "DPA" according to the instructions contained in it. The DPA shall apply as part of the agreement.

(2) Support Services for Airlock 2FA

(2.1) Ergon will provide support services for the Airlock 2FA-service.

(2.2) For data privacy reasons, support requests which require Futurae or Ergon to make changes to customer data are only accepted if submitted by the customer's authorized personnel. It is the duty of Customer to provide Ergon in advance with the necessary contact information (name, phone and email address) of the authorized personnel.

(3) Fees/Payment Terms

(3.1) Service fees are due upon conclusion of the agreement. Service fees are due annually in advance

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

(3.3) Invoices which are not objected to in writing within the payment period are deemed to be accepted.

(4) Usage rights

(4.1) The customer is only entitled to use the product in accordance with the rights expressly granted in this service agreement. All other rights, in particular 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.

(4.2) 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 license 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.

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

(5) Duration and Termination

(5.1) The contract comes into force upon signing, and is concluded for the term agreed therein, or for one year in the absence of a corresponding provision. If it is not terminated, the contract will renew automatically for one year. The contract may be terminated with a 30-day notice prior to the end of the contract term.

(5.2) If the support fees are not paid, Ergon may discontinue its services at any time.

(6) Closing provisions

(6.1) Should individual provisions of the 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.

(6.2) 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.

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

(6.4) 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