

1 Scope of application; conclusion of contract

1.1 These General Terms & Conditions (“GTCs”) apply to all sales, licensing and/or provision of LEGIC standard products and services (other than the standard platform services LEGIC Connect) and/or LEGIC customized products and/or services by LEGIC to its customers, unless the parties have otherwise agreed in writing in a contract. Deviating or additional agreements apply upon express written confirmation by LEGIC; in no event do any general terms and conditions of customer apply.

1.2 A contract for the sales, licensing and/or provision of Products and/or Services by LEGIC is only concluded upon acceptance of its terms by both parties (“**Contract**”). Depending on the type of Product and/or Service, the order process and form of contract conclusion may differ. In any event, (i) quotations from LEGIC are non-binding, (ii) customer is bound to its order for four weeks after its issuance, and (iii) a Contract for the delivery of Products or provision of Services is concluded only upon LEGIC’s authorized signature or explicit order confirmation in writing (system generated order confirmation in a “.pdf” data file delivered by email or other electronic form sufficient).

1.3 Each party submits the order or order confirmation or otherwise accepts the terms of the Contract by physically or electronically signing and submitting it to the other party. The same effect as an original signature has (i) a signature in a “.pdf” data file delivered by email or other electronic transmission, or (ii) an execution by using an e-Signature tool, or (iii) clicking the “I Accept” or similar button in the name and on behalf of customer by an authorized representative. Any order by customer as per number (iii) is subject to LEGIC’s acceptance of the order. LEGIC may send its confirmation of acceptance by email to customer’s contact person.

1.4 Prior to entering into a Contract for the sales, licensing and or provision of Products and/or Services, the parties generally concluded a LEGIC Partner Level Agreement. To the extent applicable, the terms of the LEGIC Partner Level Agreement (e.g. price sheets) shall apply to the Contract.

1.5 These GTCs are incorporated by reference and form an integral part of every quotation and order confirmation submitted by LEGIC and every Contract concluded between the parties, either (i) by direct reference to these GTCs in such quotation, order confirmation or Contract, or (ii) by reference to these GTCs in a LEGIC Partner Level Agreement.

2 Definitions

Affiliate means a corporation, partnership or a joint venture entity which (i) is controlled directly or indirectly by a party, (ii) is controlling a party or which (iii) is under common control; “control” or “controlling” means the power to appoint the board of directors of the Affiliate or the ability, directly or indirectly, to substantially direct or influence the management and policies of the Affiliate.

Intellectual Property means all patents, industrial rights, topography rights, design rights, trademarks, service marks, business names, logos, trade secrets and inventions (whether patentable or not), copyrights, domain names, moral rights (including right to claim ownership), rights in databases, know-how and all other intellectual property rights of similar nature or qualified as intellectual property by applicable law in any part of the world and all applications and rights to apply for the protection of the foregoing.

LEGIC Security Platform means the overall solution provided by LEGIC through sophisticated, modular solution parts/components, to optimize and automate secure connections between things and their users or infrastructure.

Products shall mean (i) any or all parts/components of the LEGIC Security Platform, which may consist of hardware, software, tools and standard platform services and/or (ii) any other current or future standardized or customized hardware, software, tools and standard platform services offered by LEGIC. Such Products include but are not limited to:

- Security Modules (hardware and/or software (OS))
- Smartcard ICs (hardware and/or software)
- Security management tools and solutions, e.g.:
 - LEGIC Master-Token System-Control
 - LEGIC Orbit
- System tools and products (hardware and/or software)
- Evaluation and development tools
- Software libraries (incl. SDKs).

Services shall mean any kind of services other than standard platform services offered or performed by LEGIC or its contractors. These may include but are not limited to engineering and/or professional services (such as consulting services, academy services and/or master-token services), field application engineering, design-in support, technical support, marketing services and corporate events as well as any other current or future type of service or event offered or provided by LEGIC.

Representative(s) shall mean employees, directors, officers, agents, advisers, contractors, subcontractors and other authorized third parties of a Party or any of its Affiliates as applicable.

3 Scope of supply and performance

3.1 The scope of the Products and/or Services is as specified in the Contract. Other Products and/or Services by LEGIC shall only be due if they have been agreed to in writing.

3.2 If customer is contractually entitled to any support, maintenance services, training and event participation, the rights and obligations of each party shall be governed by the relevant Contract.

3.3 In case of LEGIC organized trainings or events, LEGIC reserves the right to make any changes to the schedule, the general plan or the form (such as changing from or to online and/or on premise training or event) as may be deemed necessary or advisable by LEGIC, in its sole discretion. LEGIC is not bound to a format and not responsible or liable for any loss or damage as a result of a substitution, alteration, cancellation or postponement of an event.

3.4 In case of evaluation and development tools (excluding software libraries), customer may trial use the Products and/or Services which form part of them. Customer has the non-exclusive right to trial use such tools within the scope of the Permitted Purpose as set out in clause 6.5 and subject to the terms of the GTCs. Evaluation and development tools are provided “as is” and LEGIC does not offer any warranties.

4 No reselling or distribution

Any commercial resale or distribution of the Products and/or Services shall only be permitted (i) upon prior conclusion of a written reselling/distribution agreement between LEGIC and customer, or (ii) otherwise upon prior written approval of LEGIC.

5 Proprietary Rights

5.1 Each Party retains ownership of its Pre-Existing Material. Neither Party grants the other Party any rights to use its Pre-Existing Material without having given its prior written consent, except as otherwise expressly and unambiguously stated in the Contract. „**Pre-Existing Material**“ means a party’s ownership rights (including Intellectual Property, if any) in any portions of proprietary data, information, intellectual capital, tools, templates, methodologies or other materials, including any additions, improvements or enhancements of or to the foregoing, developed or acquired prior to Effective Date of the Contract or otherwise developed independently of the Contract.

5.2 LEGIC or any of its Affiliates, or its or their third-party suppliers, subcontractors or licensors own all right, title and interest, including all Intellectual Property rights, in and to (i) the LEGIC Products and Services and other LEGIC materials, or parts thereof, including any modifications, updates, upgrades, new releases thereto and any derivative works thereof, and (ii) any suggestions, enhancement requests or feedback provided by customer or authorized users related to the LEGIC Products, Services or other LEGIC materials. The right to use, exploit, market and any other rights, shall exclusively remain the property of LEGIC, who may inter alia enhance, modify, license or sell such rights.

5.3 Customer is responsible for compliance by itself, its Representatives and related third parties, with the provisions of this clause 5 – *Proprietary Rights* and for non-infringement of LEGIC’s (and LEGIC’s third party licensors’) Intellectual Property rights.

5.4 It is incumbent upon LEGIC alone to take judicial action against any Intellectual Property right infringements and defend the Intellectual Property rights’ integrity. LEGIC shall inform customer of its decision and shall discuss the further course of action with customer. In return, upon LEGIC’s request, customer shall make every effort to support LEGIC in any legal proceedings at no cost to LEGIC. Any revocation or restriction of the rights of use in Intellectual Property shall not have any liability or indemnity consequences for LEGIC, subject to clause 14 – *Indemnities*. Should an Intellectual Property right become invalid (e.g. over time), this shall not give customer either a right to reclaim any fees or the right to claim damages or any other claims against LEGIC.

6 Grants of License and Rights to Use

6.1 **MTSC.** If the subject of the Contract is a Master-Token of the Master-Token System-Control (MTSC), LEGIC herewith grants to customer an exclusive license to use the customer specific Master-Token for the period agreed in the Contract (which, for the avoidance of doubt, shall not be longer than the term of the Contract). Upon the applicable end of term, the Master-Tokens (General Authorization Media) must be returned by customer to LEGIC.

6.2 **Orbit.** If the subject of the Contract is LEGIC Orbit, LEGIC herewith grants to customer a right to use LEGIC Orbit for the period agreed in the Contract (which, for the avoidance of doubt, shall not be longer than the term of the Contract).

6.3 LEGIC Intellectual Property. LEGIC herewith grants to customer a non-exclusive, non-transferable, non-assignable right or license to download, install, access and/or use the Intellectual Property rights if and to the extent required for customer to be entitled and able to use a specific Product or Service in accordance with the terms of the Contract. Any licensing, rental, passing on, transmission, assignment, making available or sublicensing, etc. of Intellectual Property rights of LEGIC or the granting of rights to third parties by customer in any other form shall only be permitted with the prior written consent of LEGIC. Customer Affiliates are considered to be third parties, unless expressly agreed otherwise in writing between the parties.

6.4 Documentation (in any form or media). LEGIC further grants customer a non-exclusive right to use the documentation of a Product or Service solely in connection with the use of the related Product or Service. The documentation (in any form or media) may be copied as reasonably necessary in connection with such use but remains subject to a non-disclosure agreement (NDA).

6.5 Permitted Purpose. The scope of any license and/or right to use granted hereunder is limited, as applicable, to the download, installation, access, use and purpose of the Products and Services as set out in the Contract; in case of doubt, such scope shall be restricted to customer's internal business purposes. Should customer act as **Manufacturer or System Integrator** and this be clearly indicated in the Contract, then customer shall be entitled to (i) sublicense the license or sub-grant the right of use granted hereunder to its clients and/or (ii) to integrate the Products into its clients' systems. Any resale of the Products and Services manufactured or integrated by customer is only permitted in accordance with clause 4 - *No reselling or distribution*. In case of such permitted sub-licensing or sub-granting of rights to use, customer shall ensure that the obligations and limitations contained in the Contract and these GTCs are imposed upon its clients, and that no more rights are granted to customer's clients than customer has received from LEGIC hereunder. Customer is fully responsible for any such manufacturing or system integration and any outcome thereof.

6.6 Period of License or Right to Use. The duration of the license or right to use is limited to the duration set out in the Contract. In case of doubt, the license or right to use is granted for the following duration, as applicable: (i) in case of recurring fees: for as long as the fees are due and paid; and (ii) in case customer becomes the owner of the Product or only a onetime license fee is charged, for an indefinite period of time.

6.7 Reservation of Rights. LEGIC reserves any and all rights, implied or otherwise, with respect to the Product or Services which are not expressly granted to customer herein. Customer does not acquire any rights, express or implied, other than those expressly granted by LEGIC or the applicable third party.

6.8 Trademarks. Unless otherwise agreed in the Contract, customer shall receive a non-exclusive, non-sublicensable and non-transferable right, which may be revoked by LEGIC at any time, to use the LEGIC trademarks within the scope in accordance with the Contract and the current LEGIC Corporate Design Manual (www.legic.com/cdm). Customer is both entitled and obliged to use the trademark in its own documentation (advertising, information, etc.) should Products or Services of LEGIC or any cooperation with LEGIC be mentioned therein. LEGIC reserves the right to refuse or deny use of the trademarks for certain countries and/or certain Products, in whole or in part, if any legal difficulties (for example a trademark registration refusal or a trademark conflict with a third party) should arise or are expected to arise there.

7 Updates

7.1 LEGIC reserves the right and may from time to time in its sole discretion develop and provide Product or Service updates, which may include bug fixes, patches, upgrades, new releases and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify certain features and functionality. Should any Updates result in a substantial reduction or degradation in the level of performance, security or availability of the Product or Service, LEGIC will inform customer within appropriate time in advance and by appropriate means. If customer does not agree, it may stop using the Product or Service at any time. Customer's only recourse is to terminate the Contract. All Updates will be deemed part of the Product and/or Service and subject to the respective Contract.

7.2 In case of Updates, LEGIC strongly recommends customer to (i) download and install the latest version of the software and/or update/upgrade the operating environment according to the system requirements provided by LEGIC, and to (ii) ensure that its operating environment is capable to perform such Updates. LEGIC is not liable for any costs incurred by customer for such updates and system update capability. LEGIC reserves the right to discontinue delivery, provision, maintenance and support for older versions.

8 Remuneration

8.1 Customer shall pay LEGIC the remuneration agreed in the LEGIC Partner

Level Agreement and/or in the Contract. All prices are net prices in Swiss Francs (CHF) if not otherwise agreed, excluding value added tax.

8.2 License fees, if any, may be recurring and fixed or variable (e.g. depending on the number of end users). Recurring license fees shall be payable annually in advance with no right to reimbursement, neither full nor partial.

8.3 Payment is due net within 30 days of the invoice date, if not otherwise agreed. Customer shall not be entitled to withhold or deduct or set-off any sums from or against LEGIC's invoices. If any amount due remains unpaid for 15 days upon the date of a payment reminder notice by LEGIC, LEGIC reserves the right to raise default interest of 5% p.a. on any such unpaid amounts. LEGIC shall be authorized to halt delivery of Products or performance of Services until all claims are settled in full. LEGIC shall be entitled, at any time, to require an advance payment or security deposit from customer.

8.4 Prices/fees for Products and Services may be adapted any time to market conditions and will be set out in LEGIC's price lists. Any resulting price increase shall be capped to a maximum of 5 per cent p.a.; the cap shall not apply if a price increase is based on reasonable grounds (e.g. in case of increased costs to procure Products, in whole or in part, or raw materials, or to provide the Services, or in case of increased functionalities, performance, security or availability or to adapt them to relevant technological or legal developments).

8.5 Customer shall bear all fees, duties and taxes payable under public law which are charged to customer on the fees or prices in accordance with the applicable laws. Customer shall not deduct withholding taxes from payments to LEGIC. Should a local tax authority levy withholding taxes under a Contract against customer, LEGIC shall indemnify customer from such withholding taxes, provided that prior to any payment thereof by customer, customer has (i) given prompt written notice (e-mail sufficient) of the tax claim and procedure to LEGIC, (ii) given LEGIC the opportunity to discuss the matter with such local tax authority, and (iii) provided to LEGIC all available assistance to defend such claim or proceeding.

8.6 Ownership in any Products delivered by LEGIC to customer shall only pass to customer upon payment being made in full.

9 Delivery; Time and place of performance; Risk of Loss

9.1 The parties shall indicate the delivery dates and schedule for the individual services or deliveries in the Contract or in the quotation or order confirmation. Unless otherwise agreed in the Contract, all shipments shall be carried out *ex works* (Incoterms 2020). Time for delivery shall not be of the essence of the Contract, unless expressly agreed otherwise in advance in writing. Partial deliveries shall be permitted unless the parties have expressly excluded these in the Contract.

9.2 If no specific time of delivery or performance has been agreed upon, the time of delivery or performance starts as soon as (i) the Contract has been concluded, (ii) all relevant regulatory or governmental requirements or authorizations are met, (iii) all relevant and due payments and securities, collaterals or guaranties have been performed, (iv) and all relevant technical points have been clarified.

9.3 Time of delivery is appropriately extended: (i) if LEGIC does not receive the relevant information it requires for the performance of its obligations, or if customer subsequently changes such information and thereby causes a delay in delivery or performance; (ii) in cases of clause 19.6 – *Events Beyond a Party's Reasonable Control*; (iii) if customer or a third party is in delay with or in default of its contractual obligations.

9.4 If the parties have not expressly agreed on a place of performance or delivery in writing, then the place of performance or delivery for all kind of Product or Services shall be the registered office of LEGIC recorded in the Swiss commercial register.

9.5 LEGIC shall be in default of fulfilling its contractual obligations only after being reminded thereof by customer in writing and being given an adequate grace period for performance. In case of default, LEGIC shall deliver the specific Product or provide the specific Services in question but shall not be liable for any damages incurred through such default.

9.6 In case of sale of Products by LEGIC to customer, risk of loss or damage shall pass from LEGIC to customer in accordance with the Incoterm (as set out in clause 9 above) or other delivery term agreed between the parties for the specific delivery.

10 Duty to Cooperate

Customer acknowledges and agrees that it has duties to cooperate with LEGIC as reasonably necessary to implement the LEGIC Products and/or Services in accordance with the Contract.

11 Inspection and Testing; Acceptance

11.1 Customer shall inspect every delivery of Products and Services, or functionalities, or have them inspected and/or tested, immediately upon receipt,

download, installation or provision of access for use, for any defects or malfunctions. If a complete inspection or testing of all Products and Services or functionalities is not possible or customary, customer shall ensure that a sufficient number of samples is inspected or tested. If LEGIC does not receive a written and evidenced notice of defects or malfunction from customer within 10 days of delivery of the Products and Services, the entire delivery shall be deemed free of defects or malfunctions. Acceptance cannot be denied due to minor defects or malfunctions. LEGIC shall correct within appropriate time the defects or malfunctions on which it has received notice according to this clause 11.

11.2 In case of an Update provided by LEGIC, customer shall inspect and test the updated Products and/or their functionalities. In case of defects or malfunctions of the updated Product or functionality, the remedies set out in this clause 11 – *Inspection and Testing; Acceptance* and clause 12 – *Warranty* apply, provided that customer has followed all the recommendations of LEGIC as per clause 7 – *Updates*.

11.3 In case of defect or malfunctions of any kind, customer has no rights or claims other than those stated in this clause 11 – *Inspection and Testing; Acceptance* and clause 12 – *Warranty*.

12 Warranty

12.1 Limited Warranty.

(a) The warranty period for Products shall be 6 months from delivery by LEGIC. The warranty shall be limited to reproducible and demonstrable defects in function according to the Product's specifications. For engineering samples or any other components made available for test purposes, all warranties are excluded.

(b) If a functional defect occurs during the warranty period and LEGIC is informed immediately in writing, customer provides written evidence and the defect is reproducible and demonstrable, LEGIC shall, at its sole discretion, correct the defect or supply a replacement for the defective Product as soon as possible. In case a Product has already been delivered to an end-customer (customer's customer) or included as component in customer's own products and/or installations, and customer suspects that LEGIC's Product has a functional defect, LEGIC will provide technical support to customer in finding the root cause of the defect. LEGIC may charge its costs for such technical support if it turns out that the root cause was not in LEGIC's Product. Returned and/or replaced Products shall become the property of LEGIC. LEGIC shall bear the shipment costs for the return of the defected Product and delivery of the replacement Product (packaging and shipping). Except for the shipment costs, customer shall bear the costs for the replacement of defective Products.

(c) The above warranty shall not apply to any repairs, corrections or replacements caused by any of the following cases: (i) storage, packing or transport, by customer or a third party assigned by customer have not been carried out properly; (ii) the Products are not used according to their specifications and documents and/or as intended and/or not with the necessary degree of know-how and diligence (e.g. improper use); (iii) the Products have been changed, enhanced, modified, or repaired by a party other than LEGIC; (iv) the system environment of customer (deployed hardware or software) possesses defects or errors that compromise or impede the functioning of the Products; (v) customer fails to undertake the reasonable damage mitigation measures expressly ordered by LEGIC; (vi) customer does not give LEGIC the opportunity to repair the defect.

12.2 **Exclusion of Warranties.** Any other warranties (whether express or implied) are explicitly excluded or limited to the maximum extent permitted by law. Information contained in any documentation issued by LEGIC shall not constitute a warranty.

12.3 **Remedies.** The remedies for breach of warranty are limited to the ones mentioned in this clause 12 – *Warranty*. Customer is not entitled to claim damages, price reduction or withdrawal from the Contract.

13 LIMITATION OF LIABILITY

13.1 LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF DATA OR OTHER EQUIPMENT OR PROPERTY (INCLUDING IN EACH CASE INCIDENTAL AND PUNITIVE DAMAGES), ANY LOSS OF ACTUAL OR ANTICIPATED PROFIT, INTEREST, REVENUE, ANTICIPATED SAVINGS OR BUSINESS OR GOODWILL IS EXCLUDED OR LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13.2 EITHER PARTY'S TOTAL LIABILITY IN RELATION TO THE PRODUCTS AND SERVICES AND/OR THESE GTCS SHALL BE LIMITED TO (i) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE RESPECTIVE CONTRACT FOR THE PRODUCT OR SERVICES (EXCLUDING EXPENSES) OR, (ii) IN CASE OF RECURRING FEES, THE AGGREGATED AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE RESPECTIVE CONTRACT DURING THE PREVIOUS 12 MONTHS.

13.3 NOTHING IN THESE GTCS SHALL LIMIT OR EXCLUDE THE LIABILITY OF

EITHER PARTY FOR; (i) DEATH OR PERSONAL INJURY; OR (ii) DAMAGE TO PROPERTY WHERE THIS LIABILITY RESULTS FROM STATUTORY PRODUCT LIABILITY, OR (iii) WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

13.4 In case customer acts as Manufacturer or System Integrator and incorporates Products into its own or third party's products or services to be sold to end-customers, customer is solely responsible towards end-customer of any damages incurred by such end-customer. Customer's only recourses against LEGIC are as set out in the Contract.

14 Indemnities

14.1 If a third party makes a claim against customer or LEGIC ("**Affected Party**") alleging that any Products, Services, information, specification, instruction, data, hardware, software material or any derivative works thereof ("**Materials**") provided by the other party ("**Provider**") to the Affected Party, infringes a third party's Intellectual Property rights, the Affected Party shall immediately notify the Provider in writing.

14.2 To the extent reasonable and considering own legitimate interests, both parties shall negotiate in good faith on which party shall have control over the defense of such claim. If the parties do not reach agreement, the Provider has the right to assume control of the defense and any settlement; in the event the Provider does not elect to assume control of the defense and settlement proceedings, the Affected Party, at its sole expense, shall promptly assume and have sole control over the defense of such claim, including any proposed settlement (subject to the requirements below with respect to settlement). In addition, the Provider may participate, in its sole discretion, in any such claim using its own counsel at its own expense. Each party shall cooperate with the other and provide the information and assistance necessary to defend against or settle the claim. The party having control over the defense shall not settle any such claim without first obtaining the other party's prior written consent, where the settlement of such claims results in any admission of wrongdoing or liability on the party not having control over the claim.

14.3 Subject to the limitation of clause 13 – *Limitation of Liability*, and provided the Affected Party complies with the proceedings set out in this clause 14 – *Indemnities*, Provider shall pay the amount of any adverse final judgment or settlement.

14.4 This clause 14 – *Indemnities*, does not apply to the extent that the alleged infringement arises from (i) use of the Materials not in accordance with the Contract or in combination with data, software, hardware, or technology not provided or authorized by Provider, or (ii) modifications to the Materials not made or authorized by Provider.

14.5 **Mitigation.** If in LEGIC's reasonable belief such third party claim is likely to be asserted, LEGIC may require customer to immediately discontinue the use of the Products and/or Services; LEGIC may, at its sole discretion, and at its own cost, either (i) procure the right for customer to continue using the Products and/or Services, or (ii) modify or replace the Products and/or Services to make them non-infringing. If LEGIC determines that neither alternative is reasonably available, not be economically reasonable or involve undue time or effort, then (i) LEGIC may revoke the affected rights of use and/or licenses and/or, (ii) LEGIC and customer may each terminate the Contract upon 30 days' notice. Both parties shall refrain from making any claims arising from the revocation or termination of the license or right to use.

15 Confidentiality

15.1 The term "**Confidential Information**" means all proprietary or non-public information relating to a Party or one of its Affiliates which is disclosed by or on behalf of a Party or one of its Affiliates ("**Disclosing Party**") to the other Party or one of its Affiliates ("**Recipient**") or which the Recipient otherwise becomes aware of in the context of a Contract or negotiation thereof. Confidential Information includes but is not limited to any information which is reasonably or customarily considered to be of confidential nature, whether or not specifically marked as confidential, and in whichever form.

15.2 Confidential Information shall not include information which (i) was in Recipient's lawful possession without confidentiality obligation prior to receipt from Disclosing Party, (ii) is or becomes publicly available upon prior authorization by the Disclosing Party in writing, (iii) is rightfully obtained by Recipient from a third party without obligation of confidentiality, or (iv) is independently developed by Recipient without use of or reference to Confidential Information of Disclosing Party. Any party that invokes this clause 15.2 must provide written evidence of the existence of the claimed facts. Each Party agrees to maintain Confidential Information of Disclosing Party in strict confidence and to use it only for the purpose for which it was provided and to the extent necessary to implement its rights and obligations under the Contract. Confidential Information shall not be disclosed to third parties, unless permitted in the Contract or otherwise authorized in writing by Disclosing Party. Each Party may disclose Confidential Information of the other Party: (a) to Representatives on a need-to-know basis and to third party service providers

to the extent required to perform professional services (e.g. audit, consulting or legal services) for the Party, provided that such Representative or third party is subject to confidentiality obligations at least as stringent as those provided herein; upon Disclosing Party's request, Recipient shall provide evidence of conclusion of such confidentiality obligations; and (b) as required by applicable law, accounting rules, or by order of a competent court, public authority or stock exchange, provided that reasonable measures are taken to limit such disclosure and to obtain confidential treatment and Recipient notifies Disclosing Party reasonably in advance.

15.3 Receiving Party is responsible for any breach of confidentiality by its Representatives or third party service providers as for its own acts.

15.4 Upon termination or expiration of a Contract and written request of Disclosing Party, Recipient shall promptly destroy/erase and certify to have done so or return all written and/or electronically stored Confidential Information of Disclosing Party (including information and documents created by Recipient itself including such Confidential Information, and copies thereof). This clause shall not apply to (i) a copy of Confidential Information which Recipient may securely retain for the purpose of evidence, (ii) Confidential Information or copies thereof which must be stored by Recipient to mandatory law, and/or (iii) copies of electronically exchanged Confidential Information made as a matter of routine information technology backup. The obligation of confidentiality shall survive expiration or termination of the Contract.

16 Suspension of License / Services

LEGIC may suspend or deny customer access to the Products or Services, if (i) LEGIC receives a judicial or governmental order to do so; (ii) in LEGIC's reasonable opinion it is necessary to maintain the security or integrity of the Products or Services; or (iii) LEGIC reasonably believes that customer or any of its Representatives is in material breach of the Contract. LEGIC will take justified interests of customer into account prior to such suspension and shall not be liable to customer or a third party for such suspension.

17 End-of-Life of Products and Services

If LEGIC no longer manufactures or distributes Products or Services, it shall, to the extent it is in its reasonable control, notify customer in appropriate manner 6 months in advance, and provide customer with a possibility of last order (end-of-life purchase) and LEGIC shall ensure customer's access to relevant product information and documentation for a period of at least 5 years. After this period expires, customer shall receive a perpetual and royalty free right to use the Products and Services previously acquired from LEGIC. Any warranties or liabilities of LEGIC shall expire in full at this point in time.

18 Duration of Contract and termination

18.1 Any fixed term Contract expires (i) as per the end of such term, or (ii) when fulfilled, whichever is later. A Contract without fixed term expires when fulfilled, or upon termination; such Contract may be terminated for convenience by either Party upon 30 days prior written notice.

18.2 The parties reserve the right to terminate a Contract immediately upon prior written notice if

- the other party is in breach of any material contractual provision or repeated breach of any contractual provision, and, where such breach is curable, such breach is not cured within 30 days upon receipt of written notice;
- there is a change of control of a party or any transfer of any substantial part of business. This shall also apply in case of a merger, joint venture, cooperation agreement, etc. between the party and a potential competitor of the other party or a situation similar thereto, or one that conflicts with the justified interests of the other party; in all such cases, each party shall remain liable towards the other party for fully complying with all contractual provisions;
- a party files for bankruptcy, is liquidated or becomes insolvent.

18.3 Upon termination or expiration of the Contract, Products and Services duly acquired by customer as at the date of termination or expiration do not need to be returned, but its (continued) use is subject to the previous scope and limitations, except that in case of MTSC (Master-Token System-Control) customer must return the Master Tokens to LEGIC. For any Products or Services provided by LEGIC under license or right to use and not sold to customer, the license or right to use ends upon termination or expiration of the Contract and customer shall cease using such Products or Services. Upon termination or expiration of the Contract, customer shall have no right to attend trainings, get access to documentation, receive support and any other services of LEGIC. LEGIC reserves the right to irreversibly delete 6 months after termination or expiration of the Contract any customer-specific configurations and any customer-specific keys provided and/or stored by LEGIC.

19 General provisions

19.1 **Export.** Customer shall comply with all applicable export laws, rules and regulations, especially those of the United States of America (if and as applicable to the specific Product or Service). Customer shall not sell, assign, export or disclose any Products or components thereof to recipients in another country, in whole or in part, without any required prior written approval from the competent authorities. If the fulfillment of a contractual obligation of LEGIC is dependent upon the validity of an import or export permit, and such permit is not provided by the competent authorities, then LEGIC shall not be in default and not be liable for any damages.

19.2 **Transfer and assignment of the Contract.** The Contract or any individual rights or obligations arising therefrom may only be transferred or assigned to a third party with prior written consent of the other party, which shall not be unreasonably withheld; however, LEGIC is entitled to assign the Contract and/or any of its rights hereunder to any Affiliate upon written notice to customer, without requiring its consent. Any purported assignment or transfer without a required consent is null and void.

19.3 **Announcements.** Neither party shall issue any announcement (e.g. media release, advertisement, publications, name of the other party on a reference list) relating to the Contract or use the other party's name, logos or trademarks in promotional materials without prior written consent of the other party. Each party shall, however, be authorized to place the name, logo and URL of the other party on its website, unless otherwise provided for in the Contract or otherwise instructed by the other party.

19.4 **Amendments / Written Form.** LEGIC may at any time update these GTCs, the current version being available on www.legic.com/gtc. LEGIC will provide information on relevant changes in appropriate manner 30 days prior to new terms taking effect. The updated terms become applicable if customer does not object in writing within 30 days from provision of notice by LEGIC. In the event customer objects, the parties shall in good faith attempt to find a mutually acceptable solution. If no solution is found within further 30 days, either party may terminate the Contract for important reasons upon notice in writing to the other party with immediate effect. For any other amendments or changes to Contracts or their provisions, the form requirements according to clause 1.2 apply.

19.5 **Severability; Waiver.** Should any provisions of a Contract or these GTCs be invalid or unenforceable for any reason, the remaining provisions remain unaffected and such provision shall be replaced by a valid and enforceable provision most closely reflecting the original intent of the parties. The same shall apply to any omission. No waiver by any party of any provision of a Contract or these GTCs shall be effective unless set forth in writing. No failure to exercise any rights or remedy from the Contract or these GTCs will operate or be construed as waiver thereof.

19.6 **Event Beyond A Party's Control.** Neither party will be liable if the performance of its non-monetary obligations are prevented, delayed or rendered uneconomic, directly or indirectly, by events or circumstances beyond its reasonable control, including without limitation to acts of God, fire, embargo, terrorism, riots, epidemics, pandemics, power failure, delayed or faulty supply of relevant raw materials, semi-finished or finished products, measures, actions or omissions of authorities, laws imposed after the fact or other force majeure events, or by a denial of service attack or other cybercrime event, provided that the effects of the impediment could not reasonably have been avoided by the affected Party and provided the affected party has immediately notified the other party in writing about the impediment.

19.7 **Customer Failures.** LEGIC shall not be liable for any delay or failure to meet its obligations under the Contract if such delay or failure is caused by customer.

19.8 **No partnership.** The parties are independent contractors and nothing in the Contract is intended to (i) create a partnership or other co-operative entity between the parties, or (ii) grant authority to a party to act in the name and/or on behalf of the other party or otherwise to bind the other party.

19.9 **Applicable law. Place of Jurisdiction.** The business relationship between customer and LEGIC shall be governed by and construed exclusively in accordance with the laws of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods (UN Convention, 11 April 1980) shall be excluded from application hereto. The parties shall discuss in good faith to resolve any disputes. If such discussions are not successful, all disputes arising out of or in connection with the contractual relationship between the parties shall be exclusively settled by the commercial courts of Zurich.