

Appendix 5 – General Terms and Conditions

<https://akirolabs.com/assets/>

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This Appendix "General Terms and Conditions" together with the main body of the Service Agreement and its other integral components constitutes the "Agreement". Capitalized terms used herein that are not otherwise defined herein shall have the meaning assigned to them in the Agreement.

1. Scope of application

These General Terms and Conditions (hereinafter the "GTC") are applicable to all akirolabs Services that akirolabs provides to the Customer.

The Customer agrees to the application of these GTC by accepting akirolabs' offer or by signing the Agreement, whereby a contract is concluded between the Parties.

Any contractual conditions that the Customer may wish to apply in addition are hereby rejected and shall therefore not apply. An express deviating regulation is reserved if both parties sign such a regulation.

2. Rights and restrictions of use

2.1. Right of access and use

akirolabs grants to the Customer, for the use by the Customer itself and, if applicable, the Customer's Affiliates, a non-transferable, non-sublicensable, non-assignable, non-exclusive right to access and use the akirolabs Services (including the right to use and reproduce a limited number of copies of akirolabs' Documentation which may be updated, amended, and/or replaced by akirolabs from time to time as reasonably required to use the akirolabs Services), limited to the terms of this Agreement.

2.2. Use restrictions and responsibilities

The Customer is responsible for determining access privileges and rights for its Authorized Users. akirolabs will assign one user ID for each Authorized User (hereinafter the "User ID"). The Customer acknowledges that User ID cannot be temporarily transferred or shared with a different Authorized User. A User ID may only be transferred completely and permanently to another Authorized User upon the deactivation of the former Authorized User due to changes in job responsibility, end of employment, or new hires. The Customer shall keep the credentials of User ID (usernames and passwords) in connection with the use of the akirolabs Services confidential and not disclose any such credentials to any third party. In addition, the Customer shall notify akirolabs immediately upon the disclosure of any such credentials and upon any termination of the

engagement of any Authorized Users with knowledge of any such credentials, so that such credentials can be changed. The Customer will be charged for any unauthorized use and may incur additional fees for exceeding usage metrics, where applicable.

Any failure by an Authorized User to comply with the Agreement is deemed to be a breach by the Customer, and akirolabs shall not be liable for any damages incurred by the Customer or any third party resulting from such breach. The Customer shall immediately take all necessary steps, including providing notice to akirolabs, to effect the termination of a User ID for any Authorized User if there is any compromise in the security of that User ID or if unauthorized use is suspected or has occurred.

The Customer shall not and shall ensure that none of its Authorized Users will:

- modify, copy or create any derivative works based on the akirolabs Services, including Documentation;
- license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, commercially exploit, or otherwise transfer or make the akirolabs Services or Documentation available to any third party, other than to Authorized Users as permitted herein;
- reverse engineer or decompile any portion of the akirolabs Services or Documentation including any software utilized by akirolabs in the provision of the akirolabs Services;
- provide access to or access the akirolabs Services:
 - if the Customer or any of its Affiliates is a competitor of akirolabs; or
 - in order to build any similar, competitive or commercially available product or service; or
 - for purposes of monitoring the availability, performance, or functionality of the akirolabs Services; or
 - for any other benchmarking or competitive purposes;
- use the akirolabs Services to operate the business of a third party, or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the akirolabs Services on a third party's behalf, or act as a service bureau or provider of application services to any third party;
- copy any features, functions, integrations, interfaces, or graphics of the akirolabs Services;
- use the akirolabs Services in violation of laws or outside the scope of the rights granted in this Agreement;
- in connection with the akirolabs Services send or store any material that:
 - infringes any Intellectual Property Rights of akirolabs, akirolabs' licensors or any third-party; or
 - is obscene, threatening, or otherwise unlawful or tortious, or violates any Laws or other party's rights;
- send or store any malicious code (viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, ransomware, or programs, the purpose of which is expressly intending to result in damaging, interrupting, interfering with or hindering the operation of any software or data in connection with the akirolabs Services);

- interfere with or disrupt performance of the akirolabs Services or the data contained therein;
- attempt to gain unauthorized access to the akirolabs Services or its related systems or networks; or
- remove any proprietary notices or labels on the akirolabs Services and Documentation.

The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the akirolabs Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (hereinafter collectively the “Equipment”). The Customer shall also be responsible for maintaining the security of the Equipment, customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of customer account or the Equipment with or without the Customer’s knowledge or consent.

2.3. Use of the SaaS Solution by and invoicing to Affiliates of the Customer

akirolabs authorizes the Customer to grant its Affiliates the right to use the SaaS Solution provided by akirolabs under this Agreement. akirolabs may request a separate fee for such authorization.

The usage rights shall be granted on behalf of the Customer. Neither this Agreement nor the granting of usage rights by akirolabs shall constitute a contractual relationship between akirolabs and the Affiliates. The rights and obligations arising from this Agreement apply exclusively and directly to the relationship between akirolabs and the Customer. All contract-related communication shall likewise take place solely between akirolabs and the Customer. The Customer undertakes to communicate to the Affiliates all information relating to the fees as well as to terms and conditions of the SaaS Solution. The Customer shall inform akirolabs of any changes to the organizational structure or other circumstances (e.g. the addition/departure of Affiliates) that may affect the Affiliates’ use of the SaaS Solution.

If the Affiliates, upon the Customer’s request, will be invoiced directly for their use of the SaaS Solution, the Affiliates shall accept the relevant invoices on behalf of the Customer and discharge the Customer therefrom by paying them. Related to the Affiliates, the payment conditions stipulated in this Agreement shall apply. akirolabs shall send first reminders for unpaid invoices to the Affiliates concerned, which shall accept them on behalf of the Customer. If invoices sent to the Affiliates are not paid within the specified payment period or if an Affiliate is unable to pay them, the Customer shall be obliged to pay the relevant invoices.

The Customer (as akirolabs’ sole contracting party) hereby expressly authorises akirolabs to provide the relevant Affiliates, whether on a permanent basis or upon their specific request, with all relevant information on the SaaS Solution used and paid for by them or to give them access to such information.

3. Duties of cooperation of the Customer

The Customer shall, by all reasonable means, to the extent necessary, and in a timely manner, actively support akirolabs, its employees, and any third parties engaged by akirolabs for the purpose of performing the agreed akirolabs Services, cooperate in taking the necessary preparatory

and provisioning actions and provide the necessary access to its premises, systems and resources, however subject to signing of separate confidentiality agreements as provided by the Customer. The Customer shall bear all costs incurred by it in fulfilling its duties of cooperation.

akirolabs shall endeavour to provide its akirolabs Services even if the Customer does not or not properly fulfill its duties of cooperation but cannot guarantee fulfilment in such case. In such a case, the Customer shall compensate akirolabs for the resulting additional expenses at the respective standard rates of akirolabs.

4. Payment and expenses

The Customer shall pay the fees as set forth in the SOW, together with any expenses and/or other amounts due hereunder as quoted and payable in the currency designated in the SOW. akirolabs Services and other services, if purchased, are provided either on a fixed fee or on a time and materials basis. Except as expressly set forth herein or in the SOW, all fees and payment obligations for the services thereunder are non-cancelable, fees paid are non-refundable and quantities purchased cannot be decreased during the relevant Subscription Term.

akirolabs will invoice annual Subscription Fees yearly in advance. One-time fees will be invoiced as per the SOW.

Unless otherwise agreed, any expenses (meaning all reasonable and necessary out-of-pocket expenses, including, but not limited to travel, airfare, mileage, lodging, meals, ground transportation, and other normal business expenses incurred by akirolabs in the provision of the akirolabs Services altogether hereinafter "Expenses") shall be borne by the Customer after the Customers prior written approval and shall be invoiced separately.

Unless otherwise stated and agreed in the SOW, all invoices are due and payable within 30 calendar days of the invoice date (hereinafter the "Due Date"). Incorrect invoice items do not entitle the Customer to withhold payment of correct invoice items.

The Customer is automatically in default upon expiry of the Due Date. Any undisputed Fees due or Expenses not reimbursed on or before the Due Date, shall accrue statutory interests of one-half percent (0.5%) of the outstanding balance per month calculated from the Due Date until the date of payment, plus all reasonable expenses and fees of collection (including attorneys' fees and court and administrative costs). If the Customer is in default with a payment, akirolabs may make the provision of further services dependent on the full payment of outstanding invoices and, at its discretion, also on advance payments or other securities.

Any dispute involving invoiced fees or Expenses (hereinafter a "Billing Dispute") must be in writing and submitted to akirolabs within fifteen (15) days of the date of receipt of the applicable invoice and include a reasonably detailed statement describing the nature and amount of the disputed fees as well as the reasonable and good faith basis for why a credit or refund is being requested (hereinafter a "Billing Dispute Notice"). The Customer shall cooperate with akirolabs to promptly address and attempt to resolve any Billing Dispute submitted in accordance herewith. The Customer acknowledges and agrees that in the event the Customer does not submit a Billing Dispute Notice in accordance with the foregoing, the Customer waives all rights to dispute such invoice, and all fees and Expenses set forth in such invoice will be considered correct and

binding on the Customer. The Customer shall remain obligated to pay all undisputed fees and Expenses due and owing as set forth in the Agreement.

5. Engagement of third parties by akirolabs

akirolabs may engage auxiliary persons and third parties (in particular subcontractors) for the performance of its akirolabs Services and the fulfillment of its obligations.

6. Default by akirolabs

Deadlines shall be deemed met upon provision of the akirolabs Services by akirolabs according to the project schedule. akirolabs is in default after the expiration of a reasonable grace period set by the Customer in a written reminder.

If akirolabs is in default, the Customer shall set a reasonable grace period for subsequent performance. If akirolabs does not fulfill its performance obligations by the end of such period, the Customer is entitled to withdraw from the Agreement. Those akirolabs Services or parts thereof which have already been provided substantially in accordance with the Agreement and which can be used by the Customer as such in an objectively reasonable manner must be paid in full. Any withdrawal from the Agreement shall not affect these akirolabs Services and the corresponding contractual provisions shall continue to apply to them.

7. Account management and governance

This section 7 outlines the key elements of an end-to-end engagement and support model designed to align key resources during the Subscription Term and may be adapted by mutual consent of the Parties.

7.1. akirolabs' Account Team

While an SOW remains in effect, akirolabs will maintain an account team (hereinafter the "akirolabs Account Team") on a shared basis, which will be responsible for overall management of the relationship between the Parties with respect to the akirolabs Services. akirolabs may change the member(s) of the Account Team in its absolute discretion.

The Account Team will consist of one senior level executive sponsor and one account director (hereinafter the "Account Director"), who will be the Customer's principal akirolabs' point of contacts for any relationship matters arising in connection with the Parties' respective obligations under the Agreement. The Account Director will provide the Customer with all higher level (as opposed to operational level) support in connection with the akirolabs Services.

The Account Director is the akirolabs individual engaged with the primary goal to help drive the Customer's utilization of the contracted akirolabs Services and the continued adoption of new features in each release cycle. The Account Director will be responsible for managing day-to-day interactions with the Customer addressing product adoption, usage, enhancements and priority support tickets. The Account Director will work closely with various teams during the implementation phase to ensure timely completion of the activities.

The Account Director will help architect and deliver the Customer engagement model covering the lifecycle of the key obligations and support for the delivery of the SaaS Solution throughout delivery and operations phases. In addition, the Account Director will be the first escalation point for any significant issues impacting the relationship or the akirolabs Services. The Account Director will act as the day-to-day contact for all aspects of the business relationship and will remain engaged and proactive in the Customer's use of the akirolabs Services.

In addition, akirolabs shall provide an executive sponsor (on shared basis) who will proactively engage on the strategic direction of the relationship and alignment of resources to the Customer's objectives. In addition, the executive sponsor will be akirolabs' senior business escalation point for any disputes.

7.2. Customer Account Team

The Customer shall maintain an account team (hereinafter the "Customer Account Team") to interface with the akirolabs Account Team. The Customer may change the member(s) of the Customer Account Team at its sole discretion. The responsibilities of the Customer Account Team include the following:

Serving as the primary point of contact for akirolabs Account Team with respect to matters concerning the overall relationship established between the Parties with respect to the akirolabs Services.

Seeking input or participation by appropriate akirolabs Account Team as needed in connection with matters concerning the overall relationship.

7.3. Reviews with the Customer

The Account Director will conduct reviews with the Customer Account Team on a quarterly basis, to review known and/or proposed updates to the akirolabs Services, Service Level compliance, release planning and update management, quality assurance, remediation of critical security vulnerabilities, and other issues relating to the Agreement, the akirolabs Services or the overall relationship.

The akirolabs Account Team and the Customer Account Team will meet no less than once per year or as agreed by the Parties at a mutually agreeable time and place to address strategic direction in connection with the relationship of the parties and to address key objectives.

7.4. Feedback

In order to improve its akirolabs Services and services in general, akirolabs may, no more than once every calendar quarter during the Term of the Agreement, seek feedback, suggestions, comments with respect to Services performed by akirolabs (hereinafter collectively the "Feedback"), from the Customer and/or its Authorized Users. Accordingly, the Customer hereby consents on behalf of itself and its Authorized Users to receiving email communications from akirolabs or its third-party providers containing the survey seeking Feedback. The Customer understands that personnel and Authorized Users may withdraw such consent at any time by unsubscribing from such email communications through the links provided therein.

To the extent the Customer provides akirolabs with Feedback, the Customer acknowledges that any and all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to akirolabs and that such shall be considered akirolabs' Confidential Information, and the Customer hereby irrevocably and unconditionally transfers and assigns to akirolabs' all Intellectual Property Rights in such Feedback and waives any and all moral rights that the Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by akirolabs' at its sole discretion, and that akirolabs' in no way shall be obliged to make use of any kind of the Feedback or part thereof.

8. Warranty

akirolabs will perform its services in a professional and diligent manner. However, there are no representations or warranties as to the availability, quality, security, operation or support of the akirolabs Services unless stated otherwise in the Agreement. All akirolabs Services are provided on a "best effort" basis. In the event of failures or malfunctions, akirolabs shall use its available resources in a reasonable and customary manner to provide the akirolabs Services or remedy the failures or malfunctions, without, however, giving any assurances in this respect. The Customer shall not have any right to refunds for fees due.

akirolabs warrants that during the applicable Subscription Term the SaaS Solution shall perform materially in accordance with the Documentation.

Defects or non-conformity must be stated in writing in a comprehensible form giving all information useful for identifying the relevant defect. The Customer is obliged to provide akirolabs with evidence of any defects claimed by it and to reproduce them if possible.

Any material nonconformity in the SaaS Solution to the Documentation shall be remedied in accordance with the Maintenance and Support Services as detailed in Appendix 3. As the Customer's exclusive remedy and akirolabs' sole liability for failure to materially correct the non-conforming akirolabs Service, akirolabs shall refund to the Customer amounts pre-paid by the Customer that are attributable to the non-conforming portion of the SaaS Solution, on a pro-rata basis from the date akirolabs received written notice from the Customer of the non-conformance. To receive any warranty remedies, the Customer must promptly report deficiencies in writing to akirolabs, but no later than ten (10) days after the first date the non-conformance is identified by or becomes known to the Customer.

Any withdrawal from the Agreement shall not affect these services and the corresponding contractual provisions shall continue to apply to them.

In the event of defects that cannot be remedied in the short term, akirolabs has the right to provide the Customer with a temporary solution (workaround).

9. Liability

akirolabs shall be liable for proven damage in case of a breach of contract, unless akirolabs proves that it is not at fault. For damages caused intentionally and by gross negligence as well as for personal injuries akirolabs is liable without limitation. In the event of slight negligence, akirolabs shall be liable per damage event up to the amount of the remuneration owed under the Agreement for the year in which the damage occurs. In no event shall akirolabs be liable for indirect or

consequential damages, in particular loss of profit, data or reputation and third party claims. akirolabs shall furthermore expressly not be liable if a claim:

- relates to or is caused by use of the akirolabs Services in combination with any other software, data (including Customer data), product, process, or material not provided by akirolabs to the Customer, and the infringement would not have occurred but for the combination;
- arises from or relates to any modification of the akirolabs Services not made or authorized in writing by akirolabs;
- use of the akirolabs Services in an unauthorized manner or any manner inconsistent with the Documentation;
- use of the akirolabs Services in violation of any law; or
- where the Customer continues the activity or use constituting or contributing to the infringement after notification by akirolabs.

10. Indemnity

If a third party disputes the ownership and/or user rights to the akirolabs Services, akirolabs undertakes to indemnify the Customer from all claims arising as a result of the use of the akirolabs Services by the Customer without restriction, to defend them in such claims and to pay damages to the Customer (including for reasonable costs of legal defense).

The Customer undertakes to indemnify akirolabs and its representatives, employees and auxiliary persons from all third party claims arising from a breach of this Agreement by the Customer (in particular, but not limited to the misuse of the akirolabs Services), a breach or violation of the applicable law and/or the breach of rights of third parties by the Customer. The Customer undertakes to defend akirolabs in such claims and to pay damages to akirolabs related to such claims (including for costs of legal defence and court fees).

The Party aggrieved shall immediately inform the other Party if a third party asserts such claims. The Parties shall consult each other with regard to the defence against claims. The Parties shall support each other reasonably in the defence and shall inform each other about the course of the proceedings regularly and without delay.

11. Force majeure

A Party shall be relieved from liability for a failure to perform its obligations under this Agreement during such period, and to the extent that the due performance thereof by the Party is prevented by reason of any circumstance beyond the control of the Party, which could not reasonably have been foreseen by the Party prior to entering into this Agreement, such as war, civil war, fire, flood, pandemics, interruption in public transport, communications or general energy supply, or other circumstances of similar importance (hereinafter a "Force Majeure Event"). If akirolabs is unable to fulfill its contractual obligations due to a Force Majeure Event, the performance of the Agreement or the date for performing the same shall be postponed in accordance with the Force Majeure Event that has occurred. akirolabs shall inform the Customer immediately about the occurrence of Force Majeure Events as well as about the continuation of the performance of services.

If a Party wishes to invoke a circumstance in accordance with the previous section, it shall give notice to the other Party when there is a risk for failure or delay to perform an obligation under this Agreement. Failing to give such notice, the Party shall not be discharged from liability for any damage which could have been avoided had notice been given in due time.

The time for performance of the relevant obligations of a Party shall be appropriately extended by the period during which the circumstance in accordance with the first paragraph shall have continued, provided, however, that if performance of a contractual obligation is prevented by such a circumstance for a period of three (3) months or more, each Party shall be entitled to terminate this Agreement subject to three (3) months' prior notice.

12. Intellectual Property Rights

Unless otherwise expressly agreed in writing, the Agreement does not provide for any transfer of Intellectual Property Rights. All rights to existing intellectual property or intellectual property arising from the performance of the Agreement (copyrights, patent rights, know-how, etc.) with respect to services of akirolabs shall remain with akirolabs or the respective third parties (e.g. engaged subcontractors). The Customer acknowledges the legal validity of the Intellectual Property Rights of akirolabs and of any third parties regarding the services performed by akirolabs and shall take no actions that might impair the value of the same.

The Company shall expressly own and retain all right, title and interest in and to (a) the akirolabs Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with akirolabs Services or support, and (c) all Intellectual Property Rights related to any of the foregoing.

Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies and the Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the akirolabs Services and for other development, diagnostic and corrective purposes in connection with the akirolabs Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

No rights or licenses are granted except as expressly set forth herein.

13. Suspension of akirolabs Services

akirolabs is entitled to suspend or restrict access of the Customer to the akirolabs Services immediately and without further notice:

- if the Customer is in default with the payment of fees according to the Agreement;
- if the Customer breaches any clause of the Agreement;
- if akirolabs terminates the Agreement for good cause;
- if the undisturbed operation of akirolabs is endangered on the basis of circumstances within the Customer's sphere of risks.

The suspension of the akirolabs Services shall not affect the right to terminate for good cause according to section 16 of these GTC's.

14. Adaptions to services

akirolabs is entitled to adapt its services and processes at any time, insofar as this proves necessary for technical, operational or legal/regulatory reasons (e.g. as part of the further development of the services). akirolabs will inform the Customer of such adaptions in a suitable manner (e.g. by e-mail).

15. Confidentiality

The Parties shall treat as confidential the content of the Agreement as well as the content of documents, data and other material viewed or exchanged, all other communications between the Parties, the content of their discussions and negotiations as well as all facts of which one Party (hereinafter the "Receiving Party") must assume that the other (hereinafter the "Disclosing Party") does not wish to make them accessible to third parties and which are not generally known or known in advance to the other Party, this includes but is not limited to all information in relation to the akirolabs Services (including all Documentation), as well as business and marketing plans, technology and technical information, product plans and designs, financial or other dealings, development plans and business processes disclosed by such Party (collectively "Confidential Information").

Confidential Information does not include any information that:

- is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- is received from a third party without breach of any obligation owed to the Disclosing Party;
- was independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

The Confidential Information must only be used during the term of the Agreement and only in connection with the purpose of and in accordance with the provisions of the Agreement. The Confidential Information may be made accessible, even within the own company, only to those persons who need to know it for the purpose of the Agreement (need to know).

The Parties shall ensure that the persons employed by them comply with the duty of confidentiality as per this provision. The Parties shall impose comparable confidentiality obligations on engaged third parties (e.g. subcontractors).

The confidentiality obligations shall continue to apply for an indefinite period of time, even after termination of the Agreement, for as long as there is an interest of the Disclosing Party in keeping the information confidential. Upon termination of the Agreement, each Party shall return the Confidential Information to the other Party upon request or destroy it, subject to the extent technically and economically reasonable and subject to statutory retention obligations. Each Party undertakes to refrain from any further use of the Confidential Information.

16. Term, termination and effects of termination

16.1. Term and termination for convenience

The Agreement enters into force as on the Effective Date specified in the Agreement.

Subject to earlier termination as provided below, the Agreement shall be concluded for the Initial Term as specified in the SOW, and shall be automatically renewed for additional Renewal Terms as specified in the SOW of the same duration each, unless either party requests termination at least thirty (90) days prior to the end of the then-current Subscription Term.

Termination of the Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief, nor will termination release the Customer from its obligation to pay all fees that the Customer has agreed to pay under this Agreement.

16.2. Termination for cause

Either Party shall be entitled to terminate the Agreement and all its integral parts (including but not limited to the SOW) with immediate effect for cause where:

- the other Party materially breaches its obligations under this Agreement and has failed to remedy the breach within thirty (30) days after written notice to it from the other Party with reference to this section;
- the other Party dissolved or otherwise ceased operations;
- the other Party is placed into bankruptcy, commences composition proceedings, or is insolvent.

16.3. Effect of Termination

Upon any termination of this Agreement, the Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable akirolabs Services (except during an agreed transition period, if any) and any Confidential Information of akirolabs.

If akirolabs terminates this Agreement for the Customer's uncured material breach, or failure to pay in any event, all fees under the Agreement shall become immediately due and payable within ten (10) days of the effective date of termination.

With respect to each Party's Confidential Information, upon receipt of a written request from the other Party within thirty (30) days after any expiration or termination of this Agreement, each Party will promptly return the other Party's Confidential Information or destroy such Confidential Information in all forms and types of media, and provide written confirmation of such destruction, provided, however, each Party may retain Confidential Information maintained pursuant to automatic-back-ups which cannot reasonably be deleted, or as required by applicable Law. Any such retained Confidential Information shall remain subject to the confidentiality obligations in this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement binds akirolabs to provide termination assistance and akirolabs may provide such termination assistance in its sole and absolute discretion and subject to the terms herein. Upon termination of the Agreement, both Parties shall return all material, information, and other items which belong to the other Party, with the exception of material which is necessary for exercise of the rights which survive termination of the Agreement in accordance with the provisions of this Agreement.

Termination of this Agreement will not affect any accrued rights, claims and/or liabilities of either Party at the date of termination will be without prejudice to any other rights and/or remedies that either Party may have under this Agreement.

The termination of this Agreement shall have no effect on the clauses which, by their nature, shall survive termination of this Agreement, particularly but not exclusively the clauses relating to transfer of payment obligations, Intellectual Property Rights, liability, indemnification confidentiality, etc.

16.4. Exit Services

If akirolabs receives a written request from the Customer within thirty (30) days of expiration or termination of the Agreement (hereinafter the "Retrieval Period"), akirolabs will retrieve Customer data and provide it to the Customer in its then standard machine-readable format, at no additional cost to the Customer, pursuant to the provisions of Appendix 4 (hereinafter the "SaaS Exit Services"), unless the Customer requires a special format, in which case Parties will mutually agree on such alternate format and applicable charges, if any. If the Retrieval Period elapses, and akirolabs did not receive a request from the Customer to retrieve Customer data, akirolabs will have no obligation to maintain or provide any Customer data and may thereafter, unless prohibited by Law, delete all Customer data without any liability for such deletion. If akirolabs terminates this Agreement due to the Customer's failure to pay the Fees as required under the Agreement, akirolabs may require payment of all outstanding fees prior to commencement of the SaaS Exit Services.

16.5. Termination Assistance

If, post termination of the Agreement, the Customer requests akirolabs' assistance in addition to the SaaS Exit Services to effect an orderly transition of the akirolabs Services (hereinafter the "Termination Assistance"), the Customer may purchase such other services at akirolabs' then-current billing rates. Any such Termination Assistance period shall not exceed six (6) months from the effective date of termination or expiration of this Agreement (hereinafter the "Transition Period") and shall be documented in an agreed Statement of Work. If akirolabs terminates this Agreement due to the Customer's failure to pay the fees as required under the Agreement, akirolabs may require pre-payment of fees for Termination Assistance.

17. Data protection

The Parties shall comply at all times with applicable data protection laws, in particular the provisions of the Swiss Data Protection Act and the GDPR, when handling personal data. This also includes the implementation of appropriate technical and organizational security measures.

akirolabs only collects, stores and processes personal data that is required for the provision and further development of the services, in particular the guarantee of a high service quality, the fulfilment of legal requirements, the security of operations and infrastructure, the performance of the Agreement, the management of the customer relationship and the invoicing.

Where akirolabs processes personal data on behalf of the Customer, akirolabs shall be regarded as the processor of personal data. akirolabs shall process personal data in accordance with the separate Data Processing Agreement, the Customer's reasonable instructions, and applicable

legislation and shall, from time to time, take suitable technical and organisational measures which are necessary (or which follow from the aforementioned Data Processing Agreement or reasonable instructions which have been given). akirolabs may not retain any subcontractor to process the Customer's personal data without the Customer's prior written consent. Such consent is considered granted with regard to the subcontractors listed in the Data Processing Agreement.

18. Publicity and references

In order to promote the benefits of akirolabs' services, the Customer agrees and acknowledges that akirolabs has the Customer's consent to:

- issue a press release, subject to the Customer's reasonable review, regarding the relationship created between the Customer and akirolabs under this Agreement; and
- use the Customer's name and logo in customer or vendor lists or marketing materials, as applicable.

akirolabs shall have the right to use the Customer as a reference for prospective customers (hereinafter the "Prospective Customer(s)"). In conjunction with the foregoing, akirolabs shall provide notification of Prospective Customers to the Customer, who shall use best efforts to respond to inquiries in a timely manner. akirolabs acknowledges and agrees that the Customer may freely discuss all aspects of akirolabs' performance and Customer's satisfaction with such performance with Prospective Customers brought to the Customer by akirolabs. The identity of such Prospective Customers and all information related thereto shall be considered Confidential Information of akirolabs.

19. Further provisions

The Agreement constitutes the entire agreement between the Parties and replaces all previous agreements, correspondence, declarations, offers, negotiations or arrangements of the Parties relating to its subject matter.

No agency, partnership, joint venture, or employment is created as a result of the Agreement and the Customer does not have any authority of any kind to bind akirolabs in any respect whatsoever.

Amendments and supplements to the Agreement (including these GTC's) must be made in writing. akirolabs' right to adapt services and processes according to section 14 is reserved.

All notices between the Parties under the Agreement must be made in writing to the addresses stated on the cover page. This does not apply to notices and communications on operational matters.

Should any provision of the Agreement be or become invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected thereby. The Parties undertake to replace an invalid or unenforceable provision with a valid provision that comes as close as possible to the economic intent of the affected provision. The same shall apply in the event of contractual gaps.

A delayed or (even partial) failure to exercise rights on the part of a Party shall not be deemed a waiver of such rights and shall not result in their forfeiture.

A transfer or assignment of the Agreement or individual rights and obligations thereunder by one of the Parties is only permitted in accordance with the Agreement or with the prior written consent of the other Party.

20. Applicable law and place of jurisdiction

The Agreement shall be governed by the substantive laws of Germany exclusively. The Parties waive the conflict rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980. All disputes arising out of or in connection with the Agreement, including those concerning its valid conclusion, legal effect, amendment or termination, shall be settled by the ordinary courts at the registered office of akirolabs in Germany.