

# GENERAL TERMS AND CONDITIONS (GTC)

## 1. Scope of application

Arcplace AG («Arcplace») supports companies («Customers») in the digitalization and automation of document-related business processes, automated invoice processing, using modern recognition technologies, and electronic archiving. These GTC shall apply to all business transactions and managed services entered into between the parties.

## 2. Contract components and order of precedence

These GTC form an integral part of the contracts between Arcplace and the Customer and establish the legal basis of the business relationship. The exact scope of services shall be derived from the respective written contractual documents. All declarations, descriptions of characteristics, assurances, and warranties by Arcplace, including those made by its representatives, require written form (including e-mail) to be legally effective. This applies accordingly to all agreements as well as the conclusion of individual Service Level Agreements (SLAs). In the event of any conflict between specific parts of the contract and these GTC, the provisions of the specific part of the contract shall prevail, unless otherwise agreed in writing. Any exclusion of these GTC or a reference to other contractual terms is only effective if Arcplace has accepted such terms in text form for the relevant services. The provision of the agreed service by Arcplace shall not be deemed implied acceptance of Customer's or third-party terms and conditions.

## 3. Acceptance

Services and deliveries by Arcplace that qualify as a piece of work capable of approval are subject to acceptance tests by the Customer to verify compliance with the contractual provisions («Acceptance»). Acceptance must take place within two weeks at the latest after completion of the corresponding installation or delivery. The Customer is obliged to sign the acceptance form submitted by Arcplace and to state any errors or defects in the services or delivery on this form. Further details such as acceptance criteria and procedures are specified in the respective contractual provisions.

If Arcplace does not receive a signed acceptance form from the Customer within two weeks after the corresponding installation or delivery, the delivery or service shall be deemed accepted and approved.

## 4. Hardware, software, and third-party services

To perform its contractual obligations, Arcplace may resell, license, or deliver third-party hardware and/or software owned by third parties, as well as services provided by third parties to the Customer. Arcplace

is not the primary provider of these third-party services and, to the maximum extent permitted by law, provides no independent warranty or guarantee for such third-party products or services. To the extent legally permissible, Arcplace hereby assigns to the Customer all warranty and compensation claims to which Arcplace is entitled against such third parties for direct enforcement. Any further claims against Arcplace in connection with third-party products or services are hereby excluded.

## 5. Provision of services and third parties working on behalf of Arcplace

Arcplace provides its services from locations in Switzerland or directly on the infrastructure installed at the Customer's premises (on premises).

Arcplace may appoint third parties (subcontractors) working on behalf of Arcplace in Switzerland or abroad for the provision of services and shall ensure that they comply with the required technical and organizational standards as well as all applicable data protection regulations. Arcplace shall be liable for the acts of third parties working on behalf of Arcplace as for its own. Upon the Customer's request, Arcplace shall disclose whether third party subcontractors are being utilised. Third-party hardware manufacturers, licensors, and service providers (cf. Section 4) are not considered subcontractors of Arcplace within the meaning of this section.

## 6. Granting of rights of use

To the extent provided for in connection with the provision of services under the applicable contract, Arcplace grants the Customer the rights to use the software. Such use rights are personal, non-exclusive, limited in time, and non-transferable. Their sole purpose is to enable the use of the software during the validity of the relevant contractual relationship and in compliance with the specifications and restrictions defined therein. They expire upon termination of the contractual relationship between the Customer and Arcplace. The Customer agrees not to copy, translate, adapt, alter, modify, disassemble, decompile, or reverse-engineer any licensed software, unless this is mandatory by law for its intended use. Rights to models, training data, or optimized algorithms resulting from the use of the software remain fully with Arcplace.

## 7. Obligations of the Customer

The Customer is obliged to ensure, at its own expense, the cooperation necessary for the fulfilment of the contract by Arcplace. Arcplace is not liable for defects, delays, or damages caused in whole or in part by a failure of the Customer to fulfil its duty to cooperate. For as long as the Customer is in default of its obligations to cooperate, Arcplace's obligation

to perform shall be suspended; agreed delivery periods and dates shall be extended by the duration of the Customer's default.

The Customer solely is responsible for the operation and maintenance of its IT systems pertaining to Arcplace's services. The Customer shall guarantee the functionality and operation of these systems and shall immediately inform Arcplace of any events or changes that may affect the provision of services by Arcplace.

## 8. Prices, invoices, and terms of payment

All stated prices are exclusive of value-added tax (VAT) and any further fees, levies, or taxes, which shall be invoiced additionally at the prevailing statutory rate.

Prices may be adjusted upon any contract amendment or extension. Arcplace shall notify the Customer of such price changes in writing at least three months prior to the end of the initial or current contract term.

Arcplace shall issue invoices for all amounts due. Invoices are payable within 30 calendar days of the invoicing date. The Customer shall be in default without further notice upon expiry of this payment period. In the event of default, the Customer shall owe default interest at a rate of 5% p.a., accruing automatically. If the Customer is in default of any payment, Arcplace reserves the right to make the provision of further services or deliveries conditional upon the full settlement of outstanding invoices and, at its sole discretion, upon advance payments or other forms of security.

## 9. Duty of care, service quality, and warranties

### 9.1 Duty of care

Arcplace shall perform the services with professional diligence, in accordance with the contractual obligations and prevailing industry and technology standards. Unless expressly agreed otherwise in writing, Arcplace provides services on a best-effort basis and is not obliged to achieve a specific result or work product.

### 9.2 Service quality and remedies

In the event that Arcplace fails to meet the agreed service quality, a defined service level (SLA), or a specific warranty, the following remedies shall apply exclusively:

- Arcplace shall take economically reasonable measures to remedy the non-performance or poor performance. This includes investigating the cause of the issue in cooperation with the Customer, implementing appropriate corrective actions, and informing the Customer accordingly.
- Arcplace may, at its sole discretion and provided it has been specifically agreed upon, grant the Customer compensation (e.g. in the form of credit notes) for the poor performance or non-performance of the services, a service level, or

other contractual obligations. The determination of any such amount remains at the sole discretion of Arcplace.

### 9.3 Warranty of quality

For hardware or software manufactured by Arcplace itself, a warranty period of one year shall apply. During this period, Arcplace shall, at its own option, either remedy the defect or replace the product free of charge. Regarding third-party products, the provisions of Section 4 above shall apply exclusively.

### 9.4 Limitation and exclusion of liability

The aforementioned remedies are the Customer's sole and exclusive remedies. To the maximum extent permitted by law, all further claims by the Customer, including but not limited to claims for direct or indirect damages (loss of profit, loss of revenue, loss of data, etc.), are hereby excluded. This exclusion shall not apply to damages caused by Arcplace through intent or gross negligence. Liability for third parties working on behalf of Arcplace is excluded to the maximum extent permitted by law.

These provisions apply to both contractual and non-contractual claims.

## 10. Force majeure

Any event of force majeure that renders the provision of the contractual services difficult or impossible and which is beyond the control of either the Customer or Arcplace, shall entitle Arcplace to suspend or postpone the performance of its obligations for the duration of such impediment, plus a reasonable period required to resume the provision of services. Any liability of the parties for failure to perform due to force majeure events is hereby excluded.

## 11. Intellectual property

All computer programs, software development tools, methods, processes, technologies, algorithms, know-how, documentation, Artificial Intelligence («AI») - systems, and knowledge used by Arcplace to perform the services under the contractual framework remain the property of Arcplace or its licensors.

Arcplace is not obliged to defend or indemnify the Customer in relation to third-party claims concerning the infringement of intellectual property in connection with the use of hardware or software that does not originate from Arcplace (i.e., was merely delivered but not manufactured by Arcplace). Likewise, Arcplace is not liable for claims due to the infringement of intellectual property in connection with services provided by third parties.

## 12. Confidentiality and secrecy

The parties acknowledge that they may obtain access to confidential information belonging to the other party during the performance of the contract. Confidential information includes, but is not limited to, software, the terms of any executed agreements, technical documentation, specifications, deliveries, business methods and any other proprietary information about the services originating from

Arcplace. Each party undertakes both, during the duration of the contract and beyond, not to disclose any confidential information to third parties nor to use it for any purpose other than the performance of the contract, without the prior written consent of the disclosing party.

This obligation shall not apply to ideas, concepts, information, and techniques that were already in the rightful possession of the receiving party at the time of disclosure, are or became part of the public domain through no fault of the receiving party, are lawfully obtained from a third party without breach of any confidentiality obligations, or are requested to be disclosed by a competent authority pursuant to mandatory statutory and/or regulatory provisions.

The parties shall ensure that their employees, as well as any engaged third parties, are contractually bound to comply with these confidentiality and data protection provisions.

### **13. Data protection and physical security**

Within the framework of the contractual relationship, both parties process personal data about employees and other third parties working on behalf of Arcplace and are obliged to comply with the respective applicable data protection regulations. For the purposes of contract execution and maintenance of the contractual relationship, the parties process this personal data under joint responsibility on their own respective systems and using appropriate technical and organizational measures to protect the data. Each party shall inform its employees, third parties working on behalf of Arcplace, and other agents about the processing of personal data by the other party, shall serve as the primary point of contact to address their data subject rights, and shall comply with its statutory reporting and information obligations.

For the sake of clarity, and to the extent that Arcplace obtains access to the data processed by the Customer, it is expressly stated that the Customer assumes the function of the controller and Arcplace limits itself to the function of the processor. Specific requirements regarding the processing of personal data, permitted sub-processors, etc., are regulated in the respective data processing agreement («DPA/AVV») with the Customer. Arcplace is entitled to use automated procedures, AI-supported systems, and machine-learning models, provided this is done in accordance with the applicable DPA provisions. Customer data will not be used to develop Arcplace's own AI models unless this is expressly agreed upon or permitted by law.

The appropriate technical and organizational measures as provided here and in the applicable DPA include, in particular, access controls for areas in which the personal data are processed in order to maintain the confidentiality of physical and digital documents.

### **14. References and marketing**

Following prior consent by the Customer, Arcplace is entitled to mention the cooperation with the

Customer in its reference list or in its general marketing measures and to use its logo as agreed.

### **15. Contract duration, contract adjustment, and ordinary termination**

The contractual relationship lasts at least as long as Arcplace provides services for the benefit of the Customer. Otherwise, the start and end of the contract are governed by the respective contract documents and the other provisions of these GTC.

In the case of long-term contracts, the parties undertake to review the appropriateness of the regulations made once a year and, if necessary, to enter into negotiations regarding the adjustment of the relevant contract content. For as long as no agreement has been reached on the adjustment of individual provisions, the contract remains in force in its previous form.

Contracts involving recurring obligations may be terminated by giving 4 months' notice to the end of a month; termination must be in writing. The foregoing is subject to any contractual relationships for which a fixed term has been expressly agreed. These contracts may not be terminated, subject to contract termination for good cause according to Section 16.

### **16. Termination for valid reasons**

Each party may terminate the executed contracts in writing at any time for valid reasons. A valid reason is assumed to exist in the following cases:

- if a party is confronted with a significant threat to or deterioration of its financial situation, or if a request for the conduct of bankruptcy or composition proceedings has been filed against a party or a party has filed such a request itself;
- if the Customer fails to fulfil its obligation to pay Arcplace's invoices despite being due, and the Customer does not fulfil its payment obligation within 30 calendar days of receiving a written reminder. In such cases, Arcplace reserves the right to claim damages.

### **17. Termination assistance**

Upon termination of the contract and at the request of the other party, the parties undertake to return or delete all documents, information, and data received in connection with the performance of the contract. Excluded from this are information and data that are subject to automatic electronic backups or mandatory statutory or contractual retention obligations.

Prior to the termination of the contract, the parties shall agree on those measures necessary to ensure that the services provided by Arcplace up to that point can be continued by the Customer or by third parties engaged by the Customer and subject to appropriate compensation.

### **18. Applicable law and jurisdiction**

All legal relationships between the parties are subject to Swiss law, excluding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The

exclusive place of jurisdiction shall be Zurich (Switzerland). However, Arcplace is also entitled to bring proceedings against the Customer at its registered office or before any other competent court.

**19. Assignment and transfer**

The assignment and/or transfer of rights and obligations from the contractual relationship require the written consent of the respective other party.

**20. Severability**

Should any provision or regulation agreed upon by the parties prove to be invalid or unenforceable, this shall not affect the validity of the other regulations and conditions. The invalid or unenforceable provision shall be replaced by a regulation that

comes as close as possible to the purpose of the provision to be replaced.

**21. Export control**

The export of products (such as hardware, software, systems) that are subject to the export restrictions of the Import and Export Division of SECO or corresponding foreign authorities (such as US authorities) is prohibited. The Customer is obliged to comply with these export restrictions.

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Version 5/2026