

I. GENERAL PROVISIONS :**1. Application**

These General Terms and Conditions (**GTC**) apply to all Services, Software and Equipment provided by EvoLink SA, Rue de Bourquin 17, 1306 Dailens (**EvoLink**).

The current version of the GTC is available on the website www.evotlink.ch, or in the delivery documents, invoices or other Contractual Agreement concluded between EvoLink and the Customer.

2. Definitions

In addition to the terms defined elsewhere in these GTC and/or in the relevant Contractual Agreement, terms beginning with a capital letter have the meaning given to them in the glossary in chapter III. GLOSSARY OF these GTC.

3. Contractual Agreement

3.1 The provision of Services and/or Software by EvoLink or the acquisition or rental of Equipment implies the conclusion of a Contractual Agreement, which determines at least the scope and price of the Services, respectively the Software and/or the acquisition or rental of Equipment, which are the subject of the Contractual Agreement concerned. The provision of Services, Software or the acquisition or rental of Equipment at EvoLink's usual rates in accordance with art. 7.2 GTC is expressly reserved.

3.2 In the event of any contradiction between these GTC and a Contractual Agreement, the provisions of the Contractual Agreement shall prevail. Any deviation from the GTC to the detriment of EvoLink shall only be valid if expressly agreed in writing.

3.3 Any general terms and conditions and other contractual documents of the Customer apply only insofar as they have been accepted in writing by EvoLink and do not contradict these GTC.

4. EvoLink commitments

4.1 Subject to the Customer's compliance with all of its contractual obligations, in particular the punctual payment of all fees, EvoLink undertakes to provide the Services, Software and/or Equipment in accordance with one or more Contractual Agreements.

4.2 By default, a Contractual Agreement for the provision of Services constitutes an obligation of means only on the part of EvoLink. EvoLink will provide the Services in a workmanlike manner, with the care and diligence required of a provider of similar services.

4.3 EvoLink has an obligation of result only if such obligation is expressly provided for in a Contractual Agreement concluded in written form and if the Deliverables and their Specifications are described therein. In this case, the provisions of art. 16 GTC shall also apply.

4.4 EvoLink will use its best efforts to provide the Services, Software and Equipment within the deadlines set out in the Contractual Agreement, where applicable. However, if the agreed deadlines are not expressly designated as binding in a Contractual Agreement concluded in written form, they shall have a purely indicative effect.

4.5 EvoLink reserves the right to subcontract all or part of the Services to third parties. EvoLink remains responsible for the fulfillment of its contractual obligations by its subcontractors. EvoLink reserves the right to modify its rates at any time to take into account changes in the Contractual conditions offered by its subcontractor.

5. Customer commitments

5.1 The Customer undertakes to pay EvoLink the agreed fees in accordance with the payment terms stipulated in art. 7 GTC and/or in the Contractual Agreement.

5.2 For each Contractual Agreement, the Customer warrants that it (i) has obtained all necessary internal and external authorizations; and (ii) is not in breach of any contractual, legal or regulatory obligation by entering into such a contract.

5.3 The Customer will provide EvoLink with any assistance necessary or useful for the proper performance of the Services. In particular, the Customer:

- a) spontaneously and without delay provide any information of which it is aware that is necessary or useful for the proper performance of the Services.
- b) EvoLink will respond to any request for such information as soon as possible.

c) allow EvoLink access to its premises and infrastructure, if such access is necessary or useful for the proper performance of the Services, and make available adequate means and resources (e.g. equipped offices, network, access, etc.); and

d) will follow any reasonable instructions and/or directions from EvoLink in connection with (i) the Services; (ii) the Software; (iii) the Equipment; and (iv) the infrastructures in connection with which EvoLink provides the Services respectively on which the Software is installed and/or used.

5.4 Unless the provision, installation, monitoring and/or maintenance of Equipment or the infrastructure in connection with which EvoLink provides Services and/or on which the Software is installed and/or used is expressly the subject of a Contractual Agreement, the Customer is solely responsible for setting up and maintaining an adequate infrastructure.

5.2. Unless the training of the Customer's personnel is the subject of a Contractual Agreement, the Customer is solely responsible for the appropriate training of its personnel in the use of the Software respectively of the Equipment or infrastructure on which the Software is installed and/or used.

5.3. The Customer is solely responsible for any work carried out by its own personnel on the Software or the Equipment or infrastructure on which the Software is installed and/or used.

6. Governance and change management

6.1 Each of the parties designates a principal responsible for the management of the contractual relationship and/or the various Contractual Agreements. If deemed necessary, the parties may designate other bodies as part of the governance of their contractual relationship.

6.2 Either party may propose changes to the Services and/or Software which are the subject of a Contractual Agreement to the other, via the main contacts responsible for managing the Contractual Agreement concerned.

6.3 If the parties' principal contacts agree on a change, including its impact on financial conditions, an amendment to the relevant Contractual Agreement will be required to formalize the agreed changes.

6.4 If the parties' principal contacts are unable to agree on a proposed change within 30 days, or any other period agreed between them, they submit the proposed change and any reservations about it to the relevant management body. In the absence of such a body, the dispute is escalated to the parties' respective managements. The parties undertake to resolve any disputes arising in connection with the management of changes as quickly as possible. Until such dispute is finally resolved, EvoLink shall continue to provide the Services in accordance with the relevant Contractual Agreement, unless the parties agree to suspend them.

7. Financial terms and conditions

7.1 Unless otherwise expressly stipulated in a Contractual Undertaking, EvoLink will provide its Services on a fee-for-service basis, at the rate mentioned in the Contractual Agreement.

7.2 If the rates applicable to EvoLink's Services, Software or Equipment are not set out in the relevant Contractual Agreement, EvoLink will apply its usual rates, which will be made available to the Customer on request.

7.3 Unless otherwise stipulated in the relevant Contractual Agreement, the applicable rates are increased by 50% for work carried out outside the agreed working hours and on Saturdays, and by 100% on Sundays and public holidays in the canton of Vaud. The same applies to work that can be scheduled but is required as a matter of urgency.

7.4 Unless otherwise stipulated in the relevant Contractual Agreement, EvoLink's prices and rates are quoted in Swiss francs, including customs duties but excluding VAT. Additional costs (such as packaging, transport or delivery charges) are not included in these prices and are to be borne by the Customer.

7.5 The Customer shall reimburse EvoLink for all its reasonable costs and expenses incurred in connection with the provision of the Services, Software and/or Equipment, including travel, accommodation and meal expenses in the event of provision of Services away from EvoLink's premises, which cannot be borne directly by the Customer.

7.6 Unless expressly agreed otherwise, EvoLink invoices are due and payable on the due date indicated on the invoice. Unless otherwise agreed, debt set-off is not accepted, nor is payment by cheque.

7.7 Tariffs and prices may be adjusted by EvoLink in line with changes in the Consumer Price Index (CPI) or the Producer Price Index (PPI). EvoLink will inform the customer of any such changes within three months of the date of notification.

7.8 Fees are charged by the quarter-hour, rounded up to the nearest quarter-hour. A minimum of 15 minutes is charged for a customer request or for remote or on-site intervention. Journeys are billed by the actual time or on a flat-rate basis.

7.9 In the event of late payment by the customer, EvoLink invoices are subject to interest at 5%. A lump sum of CHF 20 will be charged for each reminder sent.

7.10 Amounts invoiced for Services or for rights granted in connection with Software are invoiced by periods (month, quarter, year, etc.) and payable in advance. In the absence of receipt of payment before the beginning of the period concerned, and unless expressly agreed otherwise, EvoLink reserves the right to suspend the Services and/or the rights granted in connection with the Software. The same applies to invoicing for the provision of Equipment (rental) and in the event of late payment, EvoLink reserves the right to demand the return of the Equipment after reasonable notice.

7.11 Furthermore, any delay in payment may result in EvoLink suspending, at its sole discretion and without liability, all future deliveries of Equipment, until full payment of overdue invoices by the customer, whether or not the Equipment is intended for resale by the customer. In the event of resale of the Equipment by the customer, the latter undertakes to assign, on request, to EvoLink, any claim it may have against its end customer, by way of dation in payment within the meaning of Article 172 CO.

8. Intellectual property

8.1 Unless expressly stipulated to this effect, neither these GTC nor any Contractual Agreement are intended to transfer any Intellectual Property Rights from EvoLink to the Customer.

8.2 In the event that all or any part of the Services, Software and/or Equipment becomes the subject of a claim for infringement of any Intellectual Property Right of a third party, or if EvoLink believes that there is a risk of such a claim, EvoLink may elect to (i) procure the right to continue to provide the Services, Software and/or Equipment concerned; (ii) replace or modify the Services, Software and/or Equipment concerned so that they no longer infringe the Intellectual Property Right in question; or (iii) stop providing the Services, Software and/or Equipment concerned and terminate the related Contractual Agreement.

8.3 The conditions applicable to Software supplied to the Customer by EvoLink are set out in art. 18 GTC or in one or more Contractual Agreements.

9. Security and data protection

9.1 The Customer assumes the obligations and responsibilities of a file owner with respect to the processing of its Personal Data in connection with the Services. EvoLink assumes the obligations of a subcontractor with respect to the processing of such Personal Data.

9.2 Each of the parties undertakes to implement, and to ensure that their auxiliaries and subcontractors implement, the appropriate technical, organizational and operational means to ensure the security of Personal Data, in particular to prevent any unauthorized access to Personal Data and any fraudulent use thereof, and to prevent their loss, undue alteration and destruction.

9.3 Any processing of Customer Personal Data by EvoLink as part of the Services, including any processing carried out by its possible subcontractors, is done by order of the Customer and is limited by the implementation of EvoLink's obligations under its contractual relationship with the Customer. In this context, EvoLink undertakes to comply with Swiss data protection legislation, as well as any cantonal legislation that may be applicable.

9.4 In particular, the Customer is responsible for the quality, lawfulness and relevance of its Personal Data processed within the framework of the Services and is answerable to third parties involved in the processing and to the competent data protection authorities. In particular, the Customer undertakes to:

- a) provide sufficient information to data subjects about the collection and processing of their Personal Data.
- b) obtain valid consent from data subjects for the processing of their Personal Data, if such consent is required under applicable data protection laws and regulations.

- c) ensure compliance with all the rights of data subjects (e.g. right of access and rectification, right of opposition, etc.) and with all obligations to the competent data protection authorities (e.g. declaration of files) under applicable data protection legislation and regulations.

9.5 If EvoLink and/or its subcontractors are in possession of the Customer's Personal Data, upon the Customer's request EvoLink will deliver and, where applicable, ensure that its subcontractors deliver to the Customer all such Personal Data, in a customary format and on a customary medium, at the end of the relevant Contractual Agreement.

10. Privacy

10.1 EvoLink and the Customer agree to (i) maintain the confidentiality of all Confidential Information of the other party; (ii) not disclose the Confidential Information of the other party to any third party, other than its employees, agents or subcontractors who need to know such Confidential Information in order to exercise their respective rights and fulfill their respective contractual obligations; and (iii) use the Confidential Information of the other party only to exercise their respective rights and fulfill their respective contractual obligations. In cases where the customer is subject to professional secrecy, EvoLink acts as an auxiliary and undertakes to comply with the legal obligations arising therefrom.

10.2 The parties' obligations with regard to Confidential Information will remain in force for the duration of the contractual relationship with the Customer and/or for as long as the information concerned remains Confidential Information.

10.3 Each party also undertakes to ensure that these provisions are respected by its personnel and by any third party who may intervene in any capacity whatsoever in the exercise of its rights and the performance of its contractual obligations.

10.4 At the written request of the other party or at the end of the Business relationship, each party shall deliver to the other party or destroy, without delay, all Confidential Information of the other party in its possession.

11. EvoLink's limited liability

11.1 Subject to article 11.2 GTC, EvoLink shall only be liable for proven damage caused to the Customer by a culpable breach of its contractual obligations under these GTC and/or a Contractual Agreement, the proof of which must be provided by the Customer.

11.2 To the extent permitted by applicable law, EvoLink expressly excludes all liability in connection with these GTC and/or all Contractual Agreements and their performance, irrespective of the basis of any claims by the Customer, including consequential or indirect damages, in particular in connection with any loss of business and/or loss, damage or destruction of data. This exclusion of liability also applies to EvoLink's directors, employees, agents and vicarious agents.

11.3 Without prejudice to the foregoing, the total liability of EvoLink and/or its directors, employees, agents and auxiliaries per contractual year is in all cases limited to the amount corresponding to three months of royalties actually paid by the Customer for the Services respectively the Software or Equipment concerned.

11.4 EvoLink shall not be liable for non-performance or delay in performance of its obligations attributable to an event of Force Majeure. Upon the occurrence of such an event, EvoLink will inform the Customer as soon as possible, providing a description of said event and its impact on the performance of its obligations.

11.5 EvoLink expressly draws the customer's attention to federal and, where applicable, cantonal legal requirements and recommendations relating to the security of IT systems and data, and the obligations inherent therein. Compliance with these requirements is left to the customer. The duty of diligence and advice concerning the fundamentals to be known in terms of security is fulfilled by the present point, which informs the customer of the need to inform himself about the DPA and the DPO (Data Protection Ordinance), in particular article 3 thereof. Regarding the customer's various requests, it is expected that these do not violate any applicable law or regulation.

11.6 For customers with a direct relationship with the medical world, EvoLink strongly recommends considering the recommendations published by the FMH and those drawn up by the Swiss Confederation.

12. Compensation

12.1 The Customer shall defend and indemnify EvoLink against any damage or injury and against any action, suit or proceeding, whether judicial or administrative, brought by any third party or authority and

resulting from the Customer's breach of any of its obligations under these GTC and/or any Contractual Agreement in which these GTC are incorporated by reference, including its attorneys' fees and costs of proceedings.

12.2 If any such action, suit or proceeding is brought against EvoLink, it will promptly notify the Customer and allow the Customer to take control of the defense thereof, at its own expense, and to settle any such action, suit or proceeding by compromise, without, however, authorizing the Customer to accept any liability on the part of EvoLink.

13. Duration and termination of the Contractual Agreement

13.1 If the parties do not expressly agree on a different effective date, the Contractual Agreement come into force on the day they are entered into.

13.2 If the parties do not expressly agree on another duration, and if the duration does not result from the nature of the Services (e.g. completion of a project), the Contractual Agreement are concluded for an initial period of 36 months, automatically renewable for consecutive periods of 12 months each. For Licenses, art. 17.4 GTC is reserved and, for Equipment leased by EvoLink, art. 19.2 GTC is reserved.

13.3 Unless otherwise stipulated, either party may terminate the Contractual Agreement whose duration is determined in automatically renewable contractual periods, including in accordance with art. 13.2 GTC, in writing with three months' notice to the end of the current contractual period.

13.4 Either party may individually terminate one or more Contractual Agreements in writing with immediate effect in the event of a serious breach by the other party of its obligations under the relevant Contractual Agreement, which the latter has not remedied within 30 days of receipt of written notification with a reasonably detailed description of the contractual breach. In such a case, all other rights and claims of the party having terminated the Contractual Agreement in question remain reserved.

13.5 If the customer terminates the Contractual Agreement outside the committed period, the service costs of the Contractual Agreement remain due until the end of this commitment.

13.6 No modification of the Contractual Agreement is permitted during the withdrawal period.

13.7 Termination of one Contractual Agreement does not automatically entail termination of any other Contractual Agreement that may be in force, and breach of one Contractual Agreement does not in itself justify termination of another.

13.8 In the event of termination of a Contractual Agreement and at the Customer's request, EvoLink will provide all reasonable assistance for the transfer of the Services concerned to a third-party supplier or to the Customer, at its usual rates. In addition to the assistance that may be requested, administrative and technical tasks generated by the termination will be invoiced on a time and materials basis at the usual rate. If EvoLink has terminated the Contractual Agreement in question on the grounds of a breach of contract by the Customer, or if other circumstances justify it, EvoLink's assistance with such a transfer may be conditional upon payment of an advance by the Customer.

14. Miscellaneous

14.1 *Assignment.* Neither EvoLink nor the Customer may assign or transfer to a third party all or part of its rights and/or obligations vis-à-vis the other party without the latter's prior written consent. Such agreement shall not be unreasonably withheld. Notwithstanding the foregoing, EvoLink may freely assign its rights and/or obligations to its Affiliates.

14.2 *Independent contractors.* Nothing in these GTC or in any Contractual Agreement shall be deemed to form a partnership or joint venture between the parties or to constitute either party as the representative or agent of the other.

14.3 *Modification.* Any amendment to these GTC or to a Contractual Agreement concluded in written form is only valid if provided for in a written instrument duly signed by both parties. Art. 6.3 GTC is expressly reserved.

14.4 *Partial invalidity.* If any provision of these GTC or of any Contractual Agreement is invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. If necessary, the parties will replace the invalid or non-binding provision with a valid and binding provision that comes as close as possible to the intention of the replaced provision.

14.5 *Non-waiver.* Tolerance of any breach or waiver of any right by a party, regardless of the purpose, frequency or duration of such tolerance or waiver, shall not constitute a final waiver by such party of its right to invoke such breach or right at a later time.

14.6 *No third-party beneficiaries.* These GTC and the Contractual Agreement shall be binding only upon the parties and no third party shall be entitled to rely thereon, subject to the parties' successors and permitted assigns, if any.

14.7 *Non-solicitation.* The Customer agrees not to engage or cause to be engaged, directly or through an intermediary, any employee or external consultant of EvoLink, without EvoLink's express prior consent, for the entire duration of the contractual relationship and for 12 months following the end of the last Contractual Engagement. In the event of a breach, the Customer shall pay EvoLink, upon simple request and without delay, a lump sum equal to the gross annual remuneration of the person in question at the time of his/her engagement by the Customer.

14.8 *Applicable law.* Any contractual relationship between the parties is subject to Swiss substantive law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention), where applicable.

14.9 *Dispute resolution.* In the event of a dispute between the parties in connection with these GTC and/or a Contractual Agreement, before resorting to the courts, the parties agree to undertake an attempt at mediation, which may not exceed three months.

14.10 *Jurisdiction.* The exclusive place of jurisdiction for all disputes arising in connection with these GTC and/or any Contractual Agreement shall be EvoLink's registered office.

15. Special provisions:

The special provisions of this second section of the GTC apply only to certain Contractual Agreement, depending on their purpose.

16. Services

15.1 *Principle.* Subject to the Customer's compliance with all of its contractual obligations, EvoLink undertakes to provide the Services, Software and/or Equipment as defined in one or more Contractual Agreement.

15.2 *Obligation of means.* A Contractual Agreement relating to the provision of Services constitutes an obligation on the part of EvoLink to use its best endeavors. EvoLink shall provide the Services in a workmanlike manner and with the care and diligence required of a provider of similar services. Training, technical assistance, consulting, Software development, Support and maintenance Services do not give rise to an obligation of result on the part of EvoLink.

15.3 *Hours and days of operation.* Unless otherwise agreed in the Contractual Agreement, or its Annexes, interventions for Services rendered by EvoLink, on site or remotely, may only take place between 08:00 and 12:00 and between 13:00 and 17:00, on a working day in the canton of Vaud. Unless otherwise agreed in the Contractual Agreement, or its Annexes, the response time to an intervention request is 8 hours, during business hours, with no commitment as to the intervention time.

15.4 *Tangible or intangible assets (licenses) outside the manufacturer's life cycle.* EvoLink is not responsible for hardware or licenses that are out of the manufacturer's life cycle. The customer is responsible for maintaining such assets (especially for security vulnerabilities that may arise). EvoLink cannot be held responsible if maintenance cannot be performed on such assets.

17. Services with an obligation of result

16.1 *Principle.* EvoLink has no obligation of result unless such obligation is expressly provided for in a Contractual Agreement, which describes the Deliverables and their Specifications.

16.2 *Specifications.* The Specifications must be defined in the relevant Contractual Agreement or in an appendix thereto. EvoLink assumes no responsibility if the Specifications do not meet the Customer's actual requirements. Modification of the Specifications after signature of the relevant Contractual Agreement must be subject to a change process in accordance with art. 6 GTC.

16.3 *Availability of Deliverables.* If a Contractual Agreement provides for Deliverables, EvoLink shall inform the Customer as soon as they are ready for delivery, after they have been tested in pre-production at EvoLink. If several Deliverables are foreseen, and unless otherwise stipulated in the relevant Contractual Agreement, partial deliveries are permissible.

16.4 Installation by EvoLink. Upon notification of the availability of a Deliverable, and if Installation by EvoLink is expressly provided for in the relevant Contractual Agreement, the parties will agree on a date for Installation of the Deliverables. In this case, delivery is deemed to have taken place upon completion of Installation by EvoLink.

16.5 Installation by the Customer. If Installation by EvoLink is not provided for in the relevant Contractual Agreement, the Customer is itself responsible for installing the Deliverables. Unless otherwise stipulated in a Contractual Agreement, EvoLink will make the Deliverables available on a download platform; no physical media will be delivered. Delivery is deemed to have taken place at the time of download by the Customer. The Customer shall inform EvoLink without delay of any problem that may have prevented the complete download of Deliverable.

16.6 Acceptance tests. Within 5 working days of delivery, the Customer will carry out acceptance tests on the Deliverables.

16.7 Acceptance testing. At the end of the acceptance tests, the Customer may notify EvoLink in writing, within 10 working days of the presence of Major Defects. Upon receipt of such notification, the Customer and EvoLink shall jointly determine in a report whether the Deliverables concerned do indeed present Major Defects and must be rejected. EvoLink undertakes to correct the Major Defects identified and described in the report, within a reasonable time and at its own expense. As soon as they have been corrected, the delivery and acceptance process is reinitiated. If the Customer does not notify a Major Defect, the Deliverables are deemed to have been accepted without reservation by the Customer upon expiry of a period of 15 working days following delivery.

16.8 Putting into production. In all cases, Deliverables are deemed to have been accepted without reservation as soon as they are put into production by the Customer.

16.9 Limited warranty. For a period of 90 days from acceptance of a Deliverable, EvoLink warrants that the Deliverables will be free from Major Defects. EvoLink will use its best efforts to attempt to correct any Major Defects notified to it in writing during the warranty period with a reasonably detailed description, within a reasonable time and at its own expense, subject to the full and active cooperation of the Customer without compensation. If EvoLink fails to rectify the Major Defects, the Customer may terminate the Contractual Agreement in accordance with art. 13.4 GTC, after setting a reasonable deadline in writing for their correction.

16.10 Exclusive warranty. To the extent permitted by applicable law, the warranty pursuant to art. 16.9 GTC is exclusive and replaces all other warranties with respect to the Deliverables. In particular, EvoLink makes no warranty to the Customer as to the results of the use of Deliverables or their suitability for the Customer's purposes. EvoLink also does not warrant that (i) the Deliverables will be free from Defects and/or Errors and/or available on an uninterrupted basis or that it will correct any Defects and/or Errors that may occur therein; (ii) the Deliverables will work in combination with any hardware, third party software, system, service or data not supplied by it; and that (iii) the Deliverables will meet the Customer's requirements and expectations, or that they can be adapted or parameterized in accordance therewith.

18. Licenses

17.1 Software published by EvoLink. Subject to Customer's compliance with the terms and conditions of these GTC and the relevant Contractual Agreement, EvoLink grants Customer a non-exclusive, non-transferable License to use and/or access the Software published or sublicensed by EvoLink that is the subject of a Contractual Agreement, exclusively in object code form, for its own operations and in accordance with the related Documentation.

17.2 Third Party Software. In the context of certain Services and/or certain Contractual Agreement, EvoLink may provide the Customer with third-party Software. The rights to Third-Party Software are granted to the Customer directly by the publishers of such Third-Party Software in accordance with their licensing terms. EvoLink makes no commitment and provides no warranty with respect to third-party Software. The Customer undertakes to EvoLink to comply fully with the license conditions applicable to third-party Software.

17.3 Metric. Depending on the type of License defined in the relevant Contractual Agreement, the rights granted by EvoLink are limited by number of (i) Connected Devices, (ii) Instances; (iii) Simultaneous Users; or (iv) Named Users. Unless otherwise specified in the relevant Contractual Agreement, Licenses are granted for a single Instance.

17.4 Duration. If the duration of the Licenses is not specified in the relevant Contractual Agreement or third-party Licenses, or in the case of

Licenses provided as part of managed services, the Licenses are granted for an indefinite period, subject to revocation in accordance with these GTC and/or the relevant Contractual Agreement.

17.5 Territory. Licenses are granted for the Territory mentioned in the Contractual Agreement.

17.6 Sublicensing. A sub-licensing right is granted to the Customer only if such a right is expressly provided for in the relevant Contractual Agreement and is not expressly excluded in third-party Licenses.

17.7 Exclusions. Unless expressly agreed otherwise, the Customer is strictly prohibited from using and/or accessing the Software (i) for purposes other than those provided for in these GTC and/or the relevant Contractual Agreement; (ii) in derogation of the relevant Documentation; (iii) modifying, adapting or altering the Software; (iv) creating derivative works therefrom; (v) access or seek to access their source code, by means of technical disassemble, reverse engineering or any other means whatsoever, subject to mandatory law; and (vi) make them available to third parties for use and/or access other than for the purposes of the Customer's operations, for any reason whatsoever, subject to a possible right to grant sub-licenses if such a right is expressly provided for in the relevant Contractual Agreement.

17.8 Right to audit. EvoLink reserves the right to audit or have audited by a third party the Customer's compliance with the Licenses granted to it, once a year and during normal business hours. The Customer undertakes to provide all assistance and information required for such an audit, free of charge. If an audit shows that the Customer has exceeded the number of Connected Devices, Instances, Concurrent Users or Named Users, the Customer shall pay EvoLink on demand the difference between the license fees actually paid and the license fees that should have been paid for its actual use of and/or access to the Software, plus interest at 5% from the first time the Licenses in question are exceeded. In such a case, the Customer shall also pay EvoLink the costs incurred by EvoLink in connection with the audit and, where applicable, the difference between the maintenance fees actually paid and the maintenance fees that should have been paid for the number of Licenses actually used and/or accessed. The right of termination in accordance with art. 13.4 GTC is reserved if the Customer fails to pay these amounts.

17.9 Revocation without notice. If the Customer breaches a License in any way other than by exceeding the number of Connected Devices, Instances, Simultaneous Users or Named Users, in particular, in the event of a breach of the exclusions of art. 17.7 GTC, EvoLink may terminate the relevant Contractual Agreement in writing with immediate effect, without notice.

17.10 Delivery. If installation by EvoLink is not provided for in a Contractual Agreement, the Customer is itself responsible for installing the Software. Unless otherwise stipulated in a Contractual Agreement, EvoLink will make the Software available on a download platform; no physical media will be delivered. Delivery is deemed to have taken place at the time of download by the Customer. The Customer shall inform EvoLink without delay of any problem that may have prevented the complete download of a Software Product.

17.11 Limited warranty. For Software published by EvoLink that constitutes Deliverables, EvoLink's warranties are governed by art. 16.9 and 16.10 GTC. For other Software published by EvoLink and for a period of 90 days from delivery, EvoLink warrants that it is free from Defects. EvoLink undertakes to correct any Defects notified to it in writing during the warranty period with a reasonably detailed description, within a reasonable time and at its own expense. If EvoLink fails to correct Major Defects due to its own fault, the Customer may terminate the Contractual Agreement in accordance with art. 13.4 GTC, after EvoLink has set a reasonable deadline for their elimination, in writing.

17.12 Exclusive warranty. To the extent permitted by applicable law, the warranty pursuant to art. 17.11 GTC is exclusive and replaces all other warranties with respect to the Software published by EvoLink. In particular, EvoLink does not warrant that (i) such Software will be free from Defects and/or Errors and/or available on an uninterrupted basis or that it will correct any Defects and/or Errors that may occur therein; (ii) such Software will operate in combination with any hardware, third-party software, system, service or data not provided by EvoLink; and (iii) such Software will meet, or can be configured to meet, the Customer's requirements and expectations.

17.13 Support and Maintenance. EvoLink may provide Support and/or take over the correction of Defects and other Errors as part of Maintenance, including for Defects notified after the relevant warranty period, as part of a Contractual Agreement for such Services. These Services do not constitute an obligation of result on the part of EvoLink.

19. Equipment acquisition

18.1 Place of performance. Unless otherwise stipulated in the relevant Contractual Agreement, the Equipment acquired by the Customer from EvoLink will be made available to the Customer at EvoLink's head office.

18.2 Delivery and transfer of risk. Delivery and transfer of risk are EXW "Ex Works" (Incoterms 2010). The integration and parameterization of the Equipment are carried out by EvoLink only to the extent provided for in the Contractual Agreement. Unless otherwise stipulated in the relevant Contractual Agreement, any costs relating to packaging, transport or insurance taken out for the transport of Equipment are not included in EvoLink's prices and rates and are invoiced separately where applicable. Unless otherwise stated in writing, delivery times are indicative only, and EvoLink assumes no responsibility for any delay in delivery.

18.3 Partial delivery. EvoLink has the right to make partial deliveries in the case of multiple Equipment orders.

18.4 Reservation of title. Equipment sold by EvoLink is subject to a retention of title agreement until full payment of the sale price and EvoLink is entitled to have said agreement registered in accordance with article 715 CC in the relevant registers. The Customer irrevocably undertakes to provide all relevant documents for the registration of such a retention of title agreement.

18.5 Notice of defects. The Customer must inspect the Equipment immediately upon receipt. Unless the Customer notifies EvoLink to the contrary upon receipt of the Equipment, the Equipment is deemed to have been accepted without reservation by the Customer.

18.6 Limited warranty. The hardware warranty is that of the manufacturer and not that of EvoLink. The manufacturer's warranty is generally 12 months. If any equipment supplied by EvoLink fails or malfunctions during the warranty period, the device will be replaced or repaired by the manufacturer. Any reprogramming or integration work is excluded from the warranty and is the responsibility of the customer. Instead of correcting the Defects, EvoLink may replace the defective Equipment.

18.7 Exclusive warranty. To the extent permitted by applicable law, the warranty pursuant to art. 18.6 GTC is exclusive and replaces all other warranties with respect to the Equipment. In particular, EvoLink makes no warranty to the Customer as to the results of the use of the Equipment or its suitability for the Customer's purposes. EvoLink also does not warrant that (i) the Equipment will be free from Defects and/or Errors or that it will correct any Defects and/or Errors that may occur therein; (ii) the Equipment will operate in combination with any hardware, third party software, system, service or data not supplied by EvoLink; and that (iii) the Equipment will meet the Customer's requirements and expectations, or that it can be adapted or parameterized in accordance therewith.

18.8 Financial terms. Unless otherwise stipulated in the relevant Contractual Agreement, Equipment prices will be invoiced as soon as they are dispatched or delivered.

20. Equipment rental

19.1 Ownership. The Equipment leased by EvoLink to the Customer will remain the sole and exclusive property of EvoLink.

19.2 Use. Unless authorized in writing by EvoLink, the Equipment leased by EvoLink to the Customer may only be used within the framework defined by the relevant Contractual Agreement or, if the Contractual Agreement does not provide otherwise, in connection with Services or Licenses, in accordance with EvoLink's instructions, and in any event in accordance with the purposes for which the Equipment concerned is intended and in good faith. In the event of use of the Equipment by the Customer in breach of this art. 19.2 GTC, EvoLink may terminate the relevant Contractual Agreements individually in writing with immediate effect.

19.3 Place of performance. Unless otherwise stipulated in the relevant Contractual Agreement, the Equipment will be made available to the Customer at EvoLink's head office.

19.4 Delivery and transfer of risk. Delivery and transfer of risk are EXW "Ex Works" (Incoterms 2010). Unless otherwise specified in the relevant Contractual Agreement, the integration and parameterization of the Equipment must be carried out by the Customer. The Customer must check the Equipment immediately on receipt. Unless otherwise stipulated in the relevant Contractual Agreement, any costs relating to packaging, transport or insurance taken out for the transport of Equipment are not included in EvoLink's prices and rates and are invoiced separately where applicable.

19.5 Defects. In the event of a Defect, the Customer must inform EvoLink without delay of the existence of the Defect. EvoLink may, at its sole discretion, repair or replace the Equipment concerned. Except for Defects notified to EvoLink in accordance with this art. 19.5 GTC, the Customer shall indemnify EvoLink for any damage to the Equipment leased by EvoLink to the Customer.

19.6 End of rental. At the end of the Rental Period for any reason whatsoever, in particular in the event of termination of the relevant Contractual Agreement, the Customer shall immediately cease to use the Equipment leased by EvoLink to the Customer and return it to EvoLink without delay, at its own cost. The Equipment leased by EvoLink to the Customer must be returned in good working order and, except for Defects notified to EvoLink in accordance with art. 19.5 GTC, the Customer shall indemnify EvoLink for any damage to the Equipment leased by EvoLink to the Customer.

II. GLOSSARY :

Affiliate - Any company, whatever its legal form, controlling, controlled by or under common control with, directly or indirectly, EvoLink respectively the Customer, the term "control" meaning the economic ownership of at least fifty percent (50%) of the voting rights or capital of the company concerned, or the power to direct the management and business policy of the company concerned.

Customer - Any individual or company that has entered into a Contractual Agreement with EvoLink in relation to the provision of services, licenses or equipment by EvoLink.

Defect - For a Deliverable, non-conformity with its Specifications; respectively for an EvoLink Software not constituting a Deliverable a deviation from its Documentation and for an item of Equipment non-conformity with the qualities agreed in a Contractual Agreement; which are reproducible, and which are due exclusively to EvoLink's fault.

Major Defect - A Defect which objectively prevents the Customer from using the main functionalities of the Deliverable respectively the EvoLink Software or the Equipment concerned.

Documentation - All technical and functional documents relating to a Software product.

Personal data - All information relating to an identified or identifiable person, in accordance with the Federal Data Protection Act.

Intellectual Property Rights - All rights and prerogatives, whether registered or not, deriving from Swiss and international legislation on copyright, trademark, design and patent protection, as well as know-how and trade secrets.

Contractual Agreement - Any Contract, whether oral or written, entered into with EvoLink, regardless of the designation of such Contract, any order from Customer validated in writing by EvoLink, or any offer from EvoLink accepted by Customer, in connection with the provision of Services, Licenses or the sale or lease of Equipment by EvoLink.

Equipment - Any equipment, infrastructure, product, hardware or material, including accessories, provided to the Customer by EvoLink as part of a Contractual Agreement.

Error - An error that occurs during the use of and/or access to Software, which is not necessarily due to a Defect, such as bugs, malfunctions, etc.

Force Majeure - Circumstances that affect a party and objectively prevent it from fulfilling its contractual obligations, such as natural disasters of intensity, war, riots, strikes or power or telecommunication network failures.

Confidential Information - All information disclosed or made available by one party to the other for the purpose of and/or in the course of their contractual relationship, including Specifications, Documentation, trade secrets, know-how and internal documents relating to the business of the disclosing party, and/or those of its Affiliates. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) has become public through no fault of the receiving party; (ii) is independently developed by the receiving party; (iii) is known to the receiving party prior to disclosure by the other party; or (iv) would legitimately be received from a third party not subject to an obligation of confidentiality; or (v) would be required to be disclosed by law or by final and binding order of a competent court or authority (in which case it shall only be disclosed to the extent required and after written notice to the party to whom it belongs).

Instance - Instances on which the License may be deployed, in accordance with the relevant Contractual Agreement.

Installation - The deployment of Software in the Customer's IT environment with a view to putting it into production.

License - The set of rights granted to the Customer in connection with a Software Product.

Deliverable - A result of work to be implemented by EvoLink under a Contractual Agreement, which is expressly designated as a Deliverable and whose Specifications are defined in writing in the Contractual Agreement in question.

Software - All software provided to the Customer by EvoLink as part of a Contractual Agreement.

Maintenance - Services in relation to Software and/or Equipment that are aimed at correcting Defects that have appeared after the relevant warranty period.

Service - Any provision of service, including installation, commissioning, cloud hosting, communications, evaluation and analysis, engineering or training, which is the subject of a Contractual Agreement.

Specifications - The description of the objective elements to be realized by Deliverable, based on information provided by the Customer as to its requirements.

Support - Services relating to Software and/or Equipment which aim to assist the customer in using and/or accessing them, such as the provision of a Helpdesk.

Simultaneous User - Users who can simultaneously use and/or access the License, in accordance with the relevant Contractual Agreement.

Named User - Users who have been personally granted the right to use and/or access the License, in accordance with the relevant Contractual Agreement.

GOOD FOR ACCEPTANCE

NAME:

SIGNATURE :

DATE :