

inovex Switzerland AG | General Terms and Conditions (GTC)

Latest Update April 2026

1. General Provisions, Scope of Application

- 1.1 These General Terms and Conditions (“**GTC**”) shall form an integral part of all contracts between inovex Switzerland AG, CHE-373.233.493, Canton of Bern, Genfergasse 11, 3011 Bern (“**inovex**”) and its contractual partners (“**Customers,**” together with inovex the “**Parties**”), unless a different written agreement is made in individual cases.
- 1.2 Unless the provision of services by inovex itself has been expressly agreed, inovex is entitled to have the contractual services performed by companies within the inovex Group, comprising inovex GmbH, Germany, and its direct or indirect affiliates in Germany and abroad (“**inovex Group**”), and to assign the corresponding rights under the contract to the inovex Group.
- 1.3 These GTC, in their currently valid version, also apply to future contracts between inovex and the same Customer without inovex having to refer to them in each individual case. They are deemed to have been confirmed by the Customer at the latest upon provision of services by inovex.
- 1.4 These General Terms and Conditions apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract to the extent that inovex has expressly agreed to their validity in writing.
- 1.5 Where the terms “in writing,” “written form,” or similar terms are used in these Terms and Conditions, this always refers to “written form.” The electronic exchange of copies, hand-signed documents, and documents bearing a simple electronic signature (such as those created using DocuSign or Adobe Sign), as well as email correspondence, shall be deemed equivalent to written form under these Terms and Conditions, unless expressly deviated from in these Terms and Conditions.
- 1.6 Legally relevant declarations and notices from the Customer submitted to inovex after the conclusion of the contract (e.g., setting of deadlines, reminders, declaration of withdrawal) must be in text form (a simple email is sufficient) to be effective, unless otherwise expressly provided in these Terms and Conditions.

2. Subject Matter of the Contract

- 2.1 inovex provides its Customers with, among other things, consulting, training, software development, hosting, and operational services. The specific subject matter of the contract concluded between inovex and the Customer is determined by the offer from inovex accepted by the Customer.
- 2.2 inovex provides consulting or other contract services to the Customer without any obligation to achieve a specific result. Project services with an obligation to achieve a specific result (work-for-hire services) are provided by inovex only to the extent that this is expressly agreed in writing
- 2.3 The Customer is solely responsible for achieving its technical and economic business objectives. In the context of providing consulting services, inovex makes recommendations to Customers but does not guarantee their feasibility or success.
- 2.4 The contract between inovex and the Customer does not establish a simple partnership. The parties do not intend to engage in temporary staffing, even if inovex employees are temporarily deployed at the Customer’s location.

3. Use of Subcontractors

Unless the provision of services by inovex itself has been expressly agreed, inovex is entitled to have the contractual services performed by third parties.

4. Cooperation, Customer's Duty to Cooperate

4.1 For the contractual performance of services by inovex, the timely cooperation of Customer is essential. Customer therefore has a duty – in each case, free of charge and to the necessary extent –

- to designate contact persons for inovex who possess the technical expertise regarding the requirements of the business processes and the technical know-how regarding the Customer's existing systems, and to ensure their availability to the extent necessary;
- to provide any necessary support services through qualified employees in a timely manner;
- to the extent necessary, to provide and operate workspaces, IT systems, data (in particular test systems and test data), and telecommunications equipment along with the corresponding infrastructure for inovex;
- to grant inovex unimpeded remote access to the necessary IT infrastructure to the extent required and to provide the tools necessary for this;
- to maintain the necessary operational requirements for the period during which the software is put into production;
- to immediately report to inovex any disruptions to the Customer's IT infrastructure that affect the provision of services by inovex, and to provide, upon request, the information and documentation necessary for diagnosis; and
- to immediately provide inovex with all information required by inovex for the provision of services in accordance with the contract.

4.2 If inovex is unable to fulfill its contractual obligations due to the Customer's failure to fulfill its obligations to cooperate, inovex shall be released from its obligation to provide services to that extent.

4.3 In the event of delayed or defective fulfillment of the Customer's obligations to cooperate, deadlines (see Clause 6) shall be postponed accordingly. Inovex's claim to payment of the contractual remuneration remains in full in this case. Costs incurred by inovex due to the delayed or non-fulfillment of the Customer's obligations to cooperate shall be reimbursed by the Customer to a reasonable extent.

4.4 In the case of software or consulting projects, inovex and the Customer are each obligated, upon inovex's request, to designate an employee responsible for the project ("Project Manager") and a respective deputy for the entire duration of the project. inovex and the Customer authorize the Project Managers and their deputies to make binding declarations of intent relevant to the project on their behalf.

5. Deadlines

5.1 Any deadlines and dates specified by inovex are non-binding planned dates, unless such dates have been expressly designated in writing by inovex as binding performance dates.

5.2 If inovex is unable to provide a contractual service by the (planned) deadline, inovex shall inform the Customer of this in writing (a simple email is sufficient), stating the reasons for the delay and the expected duration of the delay, and shall communicate the new scheduled dates. In addition, inovex shall, to the extent possible, identify measures to prevent similar causes of delay in the future.

5.3 If inovex is temporarily unable to provide the contractual service due to force majeure, any deadlines shall be postponed by a period commensurate with the duration of the impediment to performance, plus a reasonable grace period. Force majeure shall be understood to include, in particular, strikes, lockouts,

interruptions in the power supply, pandemics, epidemics, and other comparable events for which inovex is not responsible.

6. Impediments to Contract Performance

- 6.1 During the performance of the contract, inovex shall maintain a list of technical or other circumstances that hinder the scheduled performance of the contract (“Impediments”). The list of Impediments shall be accessible to the Customer at all times and shall be discussed between the parties on a daily basis.
- 6.2 The Customer shall promptly address any impediments that fall within its area of responsibility (including impediments related to services to be provided by third parties at the Customer’s request). The expenses incurred by inovex for the identification, analysis, and reporting of such impediments are not part of the services contractually owed by inovex and shall be reimbursed by the Customer separately on a time-and-materials basis in accordance with Clause 11.

7. Intellectual Property Rights, Rights of Use

- 7.1 Upon full payment of the agreed remuneration (including any related additional services), the Customer acquires the right to the exclusive, temporally and geographically unrestricted use of software individually created by inovex for the Customer. This also applies to other services individually provided by inovex for the Customer that do not involve the creation of software. Clause 9.4 remains reserved.
- 7.2 The Customer is aware that software is used in the context of the services provided by inovex and that the (individual) software provided may contain components that were not developed by inovex but by third parties, in particular open-source software (“third-party components”). The Customer is hereby advised of the specific risks associated with the use of third-party components, in particular that, in the case of open-source software, restrictions and/or special conditions of use may arise due to the applicable license terms and that the rights of third parties may be infringed. inovex will therefore coordinate the use of third-party components with the Customer prior to their use and, upon request, provide the Customer with a copy of the relevant license terms. inovex will only propose third-party components for use if, to the best of inovex’s knowledge at the time of their use, such use neither infringes third-party intellectual property rights nor restricts the intended use by the Customer. If the Customer does not object to the use of third-party components in writing, the Customer shall bear the resulting risks.
- 7.3 With the Customer’s written consent (a simple email is sufficient), inovex may, within the scope of service provision, utilize solutions based on generative artificial intelligence (“GenAI”), for example by feeding data provided by the Customer into GenAI or by reusing content generated by GenAI. The Customer is hereby advised of the specific risks associated with the use of GenAI and the content generated thereby, in particular that this may result in usage restrictions and/or infringe upon the rights of third parties. If the Customer consents to the use of GenAI, the Customer shall bear the resulting risks.
- 7.4 If, in the course of providing contractual services, inovex develops (a) bug fixes, and/or (b) general software enhancements (features), inovex is entitled, notwithstanding Clause 7.1, to publish these developments in its own name under the respective OSI-compliant license. In the case of (b), inovex shall first obtain the Customer’s consent in writing, which the Customer may refuse only for good cause. Good cause includes, but is not limited to, for example, the restriction of the Customer’s rights of use. Clause 4.4 applies accordingly. If the Customer does not respond within 28 calendar days of a corresponding request by inovex, consent shall be deemed granted. Publication by inovex in this context means the submission of a so-called merge request in the relevant open-source software project.

8. Source Code, Documentation

- 8.1 In the case of custom software development, inovex shall provide the Customer with a copy of the source code for the software created upon completion of the relevant project.

8.2 inovex owes the Customer no further documentation of the software. In particular, inovex does not owe the Customer the creation of a user manual, the creation and updating of an operating manual, the setup of online help, or any other user documentation.

9. Liability for Legal Defects

9.1 If third parties assert claims against the Customer for an infringement of intellectual property rights resulting from the use of inovex's services, the Customer is obligated to notify inovex thereof immediately, at a minimum in writing (a simple email is sufficient). inovex shall, at its own discretion and expense, satisfy the third-party claims, defend against them, or settle the dispute. The Customer grants inovex the sole authority to decide on the defense of rights and settlement negotiations. The Customer shall grant inovex the powers of attorney necessary for this in each individual case and shall support inovex in a reasonable manner in the defense.

9.2 In the event that the contractual use of (individual) software is impaired due to a legal defect, inovex shall remedy the cause of the intellectual property claim within a reasonable period of time. This shall be done at inovex's discretion, either by inovex acquiring the right to continue using the relevant services or by inovex modifying or replacing the relevant services to a reasonable extent.

9.3 inovex shall be liable for intellectual property infringements only if the (individual) software was used in accordance with the contract. inovex shall not be liable if the (individual) software is modified by the Customer or third parties, or is combined with, put into operation, or used with programs or data not provided by inovex or not previously approved in writing by inovex, and claims by third parties arise as a result.

9.4 inovex develops custom software in accordance with the Customer's specifications and wishes and therefore, to the extent permitted by law, assumes no liability for the (individual) software being free of patented inventions. Likewise, inovex assumes no liability for intellectual property infringements in connection with open-source software or the use of GenAI, unless otherwise provided in these Terms and Conditions. The foregoing disclaimer of liability applies only to the extent permitted by law.

9.5 Should claims be asserted against inovex within the scope of the provisions in Clauses 9.3 or 9.4, the Customer shall indemnify inovex in full upon first request.

10. Liability of inovex

10.1 inovex shall be liable without limitation for (i) injury to life, limb, or health; (ii) damages caused intentionally (vorsätzlich) or through gross negligence (grob fahrlässig) by inovex or its officers; (iii) the lack of a guaranteed quality; and (iv) claims arising under the Product Liability Act (Produkthaftpflichtgesetz).

10.2 inovex is liable for damages resulting from the breach of material contractual obligations by inovex, its officers, or vicarious agents. Material contractual obligations are those obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the Customer regularly relies and is entitled to rely. If the breach of material contractual obligations results from (i) slight negligence on the part of inovex or its officers; or (ii) any fault on the part of vicarious agents, inovex's liability is limited to the amount that was foreseeable at the time the respective service was provided.

10.3 Subject to Clause 10.1 and 10.2, inovex shall not be liable for damages arising from the breach of obligations that do not constitute material contractual obligations and that are caused (i) by slight negligence on the part of inovex or its officers; or (ii) by vicarious agents.

10.4 Inovex's liability is limited, to the extent permitted by law, to the amount paid out by inovex's business liability insurance in the matter in question. In the absence of insurance coverage, liability is limited to a total amount of CHF 200,000 per claim, unless mandatory statutory liability provisions (in particular personal injury, intent, or gross negligence) preclude this.

10.5 Otherwise, inovex's liability is excluded.

- 10.6 The Customer shall immediately report any damage to inovex in writing (a simple email is sufficient) so that inovex is informed as early as possible and, if necessary, can work with the Customer to mitigate the damage. Notwithstanding this, the Customer shall take measures to limit the damage.
- 10.7 Contributory negligence on the part of the customer or third parties attributable to the customer, e.g., due to insufficient performance of cooperation obligations or ancillary duties, organizational errors, insufficient data backup, or lack of virus protection, shall be taken into account.
- 10.8 inovex shall be liable for data loss or the recovery of data only to the extent that the customer has taken all necessary and reasonable data backup precautions and ensured that the data can be reconstructed with reasonable effort from data material provided in machine-readable form.
- 10.9 inovex shall not be liable for any damages resulting from the proper use of equipment provided by the customer (e.g., work computers). The customer is solely responsible for ensuring that such equipment is operated in accordance with applicable regulations (e.g., with regard to data protection and data security, in particular functioning encryption and virus protection).

11. Remuneration, Invoicing

- 11.1 The contractual services provided by inovex shall be remunerated by the Customer on a time-and-materials basis at the agreed hourly or daily rates. A daily rate corresponds to 8 working hours. Remuneration is calculated based on service records derived from inovex's time-tracking system in time units of at least 60 minutes. A flat-rate fee from inovex shall only apply if and to the extent that this is expressly provided for in the offer and/or otherwise expressly agreed in writing.
- 11.2 inovex's remuneration does not include travel expenses and incidental expenses. Travel expenses and incidental expenses for on-site services at the Customer's premises shall be reimbursed in full by the Customer upon presentation of proof. Details are set forth in the offer from inovex accepted by the Customer.
- 11.3 The contractual remuneration as well as travel costs and expenses shall be invoiced by inovex on a monthly basis. Invoices are due and payable by the Customer within 14 calendar days of the invoice date without any deductions. The agreed remuneration is exclusive of the applicable statutory value-added tax.

12. Prohibition on Offsetting

Offsetting is excluded.

13. Confidentiality

- 13.1 inovex and the Customer mutually undertake to maintain indefinite confidentiality regarding all information that has come or may come to their knowledge in the course of fulfilling the contract and that is recognizable as trade or business secrets of the other party, and—unless necessary to achieve the respective purpose of the contract—neither to record, disclose, nor otherwise utilize such information.
- 13.2 inovex and the Customer are obligated to ensure, through appropriate contractual agreements with their employees and agents, that these parties are also subject to the above confidentiality obligation for an indefinite period.

14. Data Protection

- 14.1 inovex and the Customer are obligated to comply with the applicable legal provisions for the protection of personal data in the performance of the contract. Compliance with data protection provisions is governed by the Swiss Data Protection Act (DSG) and any applicable special laws. In the case of cross-border services involving personal data of EU citizens residing in the EU, the GDPR also applies.
- 14.2 To the extent that inovex, in the course of providing services to the Customer, comes into contact with data from the Customer's clients as intended and such data constitutes personal data ("Customer Data"), inovex

shall process this data for the Customer exclusively on the Customer's behalf and in accordance with the Customer's instructions, and solely for the purpose of fulfilling the relevant contract. In this case, inovex and the Customer will enter into a separate data processing agreement. Until such an agreement is concluded, inovex may only carry out project steps that do not involve the processing of personal data. The Customer remains responsible for the lawfulness of the processing of Customer data as well as for the fulfillment of the rights of data subjects in accordance with legal provisions.

15. Mutual Non-Solicitation Clause

- 15.1 Customer is informed that the cooperation under the contract depends on a special relationship of trust between inovex and Customer. inovex and the Customer are therefore obligated, during the term of the contract and for a period of 12 months following its termination, not to poach or attempt to poach employees of the other party, either directly or indirectly. This does not apply if the employee in question had already left the other party's service for 6 months at the time of the first contact by the contacting party, or if the other party has given its written consent prior to the first contact.
- 15.2 If the above obligation is violated, the violating party shall be obligated to pay the damaged party a contractual penalty in the amount of the last two gross monthly salaries of the employee concerned for each case of violation. The damaged party reserves the right to claim further damages.

16. Naming as a Reference Customer

The customer agrees that the inovex Group may refer to the customer in marketing materials and on the inovex Group's websites, including the customer's company name, logo, and a brief description of the customer, for an indefinite period and free of charge.

17. Special Provisions for Contracts for Work (Werkleistungen)

- 17.1 If and to the extent that inovex and the Customer exceptionally agree in the offer expressly and/or otherwise expressly in writing that inovex shall perform work services for the Customer, the service to be performed by inovex shall be determined by the agreed service description.
- 17.2 If and to the extent that inovex performs work services, the Customer shall accept these services to the agreed extent and at the agreed time. The Customer is obligated to fully test the functionality of the software previously released by inovex for acceptance within 10 business days of receiving the relevant notice from inovex at its own expense ("acceptance test"). Acceptance tests must be conducted on an IT infrastructure to which inovex has full administrative access. The Customer shall ensure that acceptance tests are traceable and reproducible for inovex. Employees of inovex are entitled to be present during the Customer's acceptance tests.
- 17.3 If no defects or only minor defects are identified during an acceptance test, the Customer is obligated to issue a declaration of acceptance without delay. If the Customer identifies a material defect during an acceptance test, the Customer shall notify inovex immediately and describe the defect as precisely as possible, together with detailed instructions for reproducing it. Following a joint error analysis conducted by the parties, inovex shall remedy the defect in question within a reasonable period of time (rectification). The Customer shall then conduct a subsequent acceptance.
- 17.4 If, contrary to the above provisions, no formal acceptance is carried out, the services shall be deemed accepted (tacit approval) if
- the Customer fails to accept the services within a reasonable period set by inovex, even though the Customer is obligated to do so, or
 - the Customer has not reported any material defect in writing within 4 weeks of inovex's release of the software for acceptance pursuant to Clause 17.2, or
 - the Customer uses the services operationally for a period of 4 weeks.

- 17.5 inovex warrants that the services are free of any defects, which may render them unsuitable for the contractually agreed use or significantly reduce their quality, at the time of acceptance.. inovex shall only be liable for third-party components used and provided free of charge in cases of intent or fraud. The nature and scope of liability of any third parties with respect to third-party components shall be determined by the respective license terms.
- 17.6 inovex will remedy defects at its own discretion either by repair or by replacement. If the repair of the same defect fails repeatedly (at least three times) and further waiting is unreasonable for the Customer, the Customer may, after the expiration of a reasonable grace period and a notice of rejection, withdraw from the contract or reduce the agreed remuneration. In addition, the Customer may claim damages or reimbursement of any futile expenses within the scope of statutory provisions. The Customer's right to substitute performance is excluded.
- 17.7 If impediments (see Clause 6) within the Customer's sphere of responsibility (including services to be provided by the Customer or by third parties) result in inovex being unable to perform the contractually agreed services, or unable to do so on time or to the agreed extent, inovex retains its full claim to remuneration.
- 17.8 inovex shall not be liable for defects if the software covered by the contract has been modified by the Customer or a third party, or if the software covered by the contract is used outside the agreed infrastructure, unless the Customer proves that the defect is not attributable to the modification made or to the use outside the agreed infrastructure.
- 17.9 Unless there is a case of fraud, the Customer's claim for subsequent performance due to a material defect or a defect of title—excluding a third party's claim for restitution based on ownership or any other right in rem—shall be barred by the statute of limitations within 12 months beginning with the acceptance of the service.
- 17.10 Unless there is intent or gross negligence, the Customer's claims for damages arising from a material defect or a defect of title—excluding a third party's claim for restitution based on ownership or any other right in rem—shall be barred by the statute of limitations within 12 months from the acceptance of the service. This does not apply if the Customer's damage consists of personal injury. Claims for personal injury are subject to the statutory limitation period.
- 17.11 Claims by the Customer based on a breach of an obligation other than a defect shall become time-barred—unless there is intent or gross negligence—within one year from the date the claim arises. This does not apply if the Customer's damage consists of personal injury; claims for personal injury shall become time-barred within the statutory limitation period.

18. Term, Termination

- 18.1 The contract terms and termination provisions are set forth in the offer from inovex accepted by the Customer. If nothing is agreed upon therein, the contract is concluded for an indefinite period.
- 18.2 Subject to any deviating provisions in the respective contract, contracts may be terminated by either party with six weeks' notice to the end of a calendar month.
- 18.3 The parties' right to terminate the contract extraordinarily without notice for good cause remains reserved. Good cause entitling inovex to terminate the contract without notice exists in particular if
- the Customer is in default of payment of the remuneration or a significant portion thereof for two consecutive payment dates;
 - the Customer is in default of payment of the remuneration for a period spanning two or more billing cycles, in an amount equal to the remuneration for 2 months;

- bankruptcy proceedings, estate proceedings (including a stay of estate proceedings), or comparable insolvency proceedings are initiated against the Customer's assets, or an application for the initiation of such proceedings is filed or dismissed due to lack of assets; or
 - the Customer's financial circumstances deteriorate to such an extent that proper performance of the contract can no longer be expected.
- 18.4 The provision in Section 18.3 above also applies in the event of the provision of work services by inovex pursuant to Section 17.
- 18.5 Any termination must be in writing to be effective.

19. Miscellaneous

- 19.1 The places of performance for the contractual services are the locations of inovex.
- 19.2 The contract concluded between the Customer and inovex and the provisions of these General Terms and Conditions fully reflect the agreements between the parties with regard to the subject matter of the contract and supersede all prior written, oral, and implied agreements. No ancillary agreements, whether written, oral, or implied, have been made.
- 19.3 Amendments or supplements to the contract must be in writing (see Section 1.4) and must expressly refer to the contract to be effective. This also applies to any agreement to deviate from or waive this formal requirement.
- 19.4 Should any provision of the contract or these General Terms and Conditions be or become wholly or partially void, invalid, unenforceable, or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that, within the limits of legal possibilities, most closely approximates what the parties would have agreed upon in accordance with the meaning and purpose of the contract had they recognized the invalidity of the provision. The same applies to any gaps in the contract or these General Terms and Conditions.
- 19.5 The contract and these General Terms and Conditions, as well as all rights arising from or in connection with them, are governed exclusively by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules of private international law.
- 19.6 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract and these General Terms and Conditions is the registered office of inovex.
- 19.7 This English version of GTC is provided for informational purposes and as a non-binding translation only. In the event of any conflict, ambiguity, or discrepancy between the German and the English version, the German version shall prevail and be legally binding.

inovex Switzerland AG

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