

# Aridea Consulting GmbH (democracy.guru)

## Standard Terms & Conditions of Business

Version 1.1, January 18, 2024

### 1. SCOPE

These General Terms and Conditions (“GTC”) apply to any and all services and products (collectively “Services”) provided to customers by Aridea Consulting GmbH (“ARIDEA”) under the brand name “democracy.guru” for the customer (“CUSTOMER”).

### 2. OFFER

ARIDEA submits an offer to the CUSTOMER for specified services (“Offer”). This Offer may also include third-party products or services. Any product not being developed by ARIDEA shall be deemed a third- party product within the aforesaid meaning.

Upon signing of the Offer by the CUSTOMER, an individual contract (“Individual Contract”) between ARIDEA and the CUSTOMER comes about. These GTC shall become an integral part of the Individual Contract. In the event of any contradictions, the provisions of the individual contracts take precedence over those of the GTC.

### 3. SERVICES PERFORMED BY ARIDEA

3.1 The services described in the Offer shall be performed by ARIDEA under the CUSTOMER’S guidance and responsibility. ARIDEA shall be responsible for the diligent fulfillment of the Individual Contract.

3.2 Unless provided otherwise in the Offer, ARIDEA’S registered office and principal place of business is the place of performance.

3.3 ARIDEA endeavors to replace employees prevented from fulfilling the Individual Contracts due to extraordinary circumstances, but does not assume liability for any loss or damage due to delay.

3.4 Deadlines and the duration of the Individual Contract stated in the Offer shall be deemed benchmarks only and are not legally binding, unless explicitly provided otherwise in the Offer. In the event that ARIDEA is not in a position to comply with any legally binding deadline, the CUSTOMER is entitled to terminate the Individual Contract pursuant to Sec. 12.1 provided that the prerequisites for such termination have been fulfilled. All other claims by the CUSTOMER are excluded.

3.5 Unless provided otherwise in the Offer, the regular working hours of the ARIDEA employees are eight (8) hours daily from Monday through Friday, except on local holidays at the location of the assignment.

3.6 ARIDEA is entitled to call on expert third parties for the performance of its services.

3.7 ARIDEA does not assume any responsibility for third-party products and services. Any claims of the CUSTOMER related thereto (including liability and warranty claims) against ARIDEA shall be excluded. The CUSTOMER may assert any such claims only against the third party. This shall apply in particular to maintenance services provided by third parties.

3.8 ARIDEA does not assume any responsibility with regard to services that are not provided properly or are provided late due to third-party products or services. Sec. 3.7 above shall apply mutatis mutandis in any such case. In the event that ARIDEA, based on an Individual Contract, is obligated to provide maintenance services for third party products, ARIDEA uses its best efforts to provide these maintenance services.

3.9 Warranty claims against ARIDEA or a third party apply only to the extent set forth in the Individual Contract. All further warranty claims are excluded.

#### **4. DUTY OF COOPERATION BY THE CUSTOMER**

4.1 The CUSTOMER shall designate a representative (project manager) as ARIDEA's contact to make binding statements on the CUSTOMER's behalf and authorize this representative to perform all acts required for the implementation of the Individual Contract (including separate power to sign on behalf of the CUSTOMER for entering into additional agreements related thereto).

4.2 The CUSTOMER shall give the ARIDEA employees the necessary instructions and supervise their work. The CUSTOMER must notify ARIDEA without delay about any discrepancy between the service performed and the service agreed.

4.3 The CUSTOMER shall provide ARIDEA free of charge with all data, information, facilities and rights of access required by the ARIDEA employee for the purpose of providing the contractual services, and shall also perform all acts that are otherwise necessary for the fulfillment of the Individual Contract by ARIDEA.

4.4 The use of some products or services by the CUSTOMER may require that the CUSTOMER as well as the end users authorized by the CUSTOMER to use such products or services ("End Users") have to agree to so-called End User License Agreements or similar agreements (collectively, the "User Agreement"). The affected product or service itself, the documentation of the affected product or service or the corresponding offer of ARIDEA shall contain the contents of the relevant User Agreement or a link thereto. CUSTOMER represents and warrants that it and the End Users agree to all relevant User Agreements in their then-current form. In the event that CUSTOMER is not aware of the contents of one or more User Agreements for whatever reason, CUSTOMER shall inform itself thereof with the assistance of ARIDEA. If consent to a User Agreement is not given in due time, ARIDEA shall be entitled to restrict the CUSTOMER's or End Users' access to the relevant product or service.

#### **5. CHANGES IN PERFORMANCE**

5.1 The CUSTOMER and ARIDEA may submit change requests at any time during the fulfillment of the Individual Contract provided that the Individual Contract has not yet been completed.

5.2 The CUSTOMER must submit its requests for changes of the Individual Contract in writing. ARIDEA will then submit a proposal or an offer, which will take into account the effects that these changes have on the fulfillment of the contract (in particular any effect on pricing or deadlines). Within a period to be jointly agreed on, the CUSTOMER shall then notify ARIDEA of its acceptance of the offer or withdrawal of the change request.

## **6. PRICES AND TERMS OF PAYMENT**

6.1 The price of the services to be performed by ARIDEA shall be stated in the Offer for each Individual Contract. In the absence of a written agreement between the parties, the ARIDEA list prices, as applicable from time to time, shall apply. Where fixed prices have been agreed upon for the services, these are based on the fundamentals known to ARIDEA at the time of entering into the contract. Should these fundamentals change without this having been foreseeable to ARIDEA, ARIDEA shall be entitled to charge the CUSTOMER for the additional costs as substantiated.

6.2 Out-of-pocket expenses and travel expenses are not included in the price. Travel hours are deemed working hours. If ARIDEA incurs higher costs due to circumstances for which the CUSTOMER is responsible (e.g. the CUSTOMER's failure to fulfill its duties pursuant to Sec. 4 hereof), ARIDEA shall be entitled to charge these costs as well.

6.3 All invoices are due and payable within twenty (20) days, net. If payment is made after the due date of the invoice, ARIDEA may charge default interest of 5% p.a.

6.4 The CUSTOMER or ARIDEA has a right to withhold payments or offset against counterclaims only to the extent that such counterclaims are uncontested or have been established as final and binding and are no longer subject to ordinary legal remedies.

6.5 The price to be paid by the CUSTOMER is exclusive of value-added tax unless provided otherwise in the Offer. Any indirect taxes and duties levied on the signing of, or the performance under, this contract shall be fully at the CUSTOMER's expense.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 The Individual Contract does not affect any existing rights of the parties to their innovations (such as computer programs) that have been developed independently of the contractual services. In particular, the fulfillment of an Individual Contract does not grant any rights or licenses to intellectual property rights belonging to ARIDEA.

7.2 Should any innovations include in whole or in part a software product of ARIDEA that is liable to license fees, the CUSTOMER may use it only on hardware products for which the CUSTOMER has acquired a valid license for the use of such software products from ARIDEA.

7.3 Unless provided otherwise in the Individual Contract, the CUSTOMER is granted the right to use and to copy for its own needs all documents and results developed for the CUSTOMER by ARIDEA in performance of the Individual Contract. ARIDEA reserves all intellectual property rights, including but not limited to all copyrights in respect of the services provided and documents delivered to the CUSTOMER.

7.4 ARIDEA may use the Individual Contracts performed for the CUSTOMER as a reference in its business relations with other customers. Confidential data and documents of the CUSTOMER will nonetheless be kept secret.

7.5 The provisions of this Section shall remain in force and effect also in the event of revocation or termination of any Individual Contract or after its performance.

## **8. LIABILITY OF ARIDEA**

ARIDEA is only liable for damage caused intentionally or through gross negligence and to the proven extent. ARIDEA is liable for direct damage caused by slight or moderate negligence up to the amount of 20% per calendar year of the fees already paid by the CUSTOMER in that calendar year to ARIDEA. Any further liability of ARIDEA for any loss or damage directly or indirectly connected to the Contract is excluded regardless of the cause in law based on which such loss or damage is asserted. In particular, ARIDEA's liability for collateral or indirect damage is excluded to the extent legally permitted.

## **9. IMPORT AND EXPORT REGULATIONS**

The services performed by ARIDEA and its work results are subject to Swiss export regulations, and, where applicable, to international export regulations. All exports are subject to the prior authorization of the Swiss Federal Department of Economic Affairs, Education and Research (EAER) and, as applicable, of the foreign authority in charge (e.g. the U.S. Department of Commerce), which must be obtained by the CUSTOMER. This obligation must be imposed in writing on any purchaser in the event of transfer of the work results.

## **10. CONFIDENTIALITY**

10.1 The parties undertake that they will instruct their personnel and any third parties engaged by them to treat any data and documents marked as confidential referring to their business operation to which they gain access or knowledge as part of the fulfillment of the contract, with the same degree of care and discretion they use to protect their own information marked as confidential. This duty of secrecy shall start to run upon the commencement of contract negotiations and shall apply during the term and beyond the termination of each Individual Contract.

10.2 The duty of secrecy does not extend to data and documents that are in the public domain, are proven to have already been known to the parties, or have been independently developed by the parties or purchased from third parties entitled to such data.

10.3 ARIDEA may pass on confidential data and documents to third-party companies nationally and internationally if this is necessary to fulfil and execute the contract (for example, in connection with support issues from the CUSTOMER with regard to products of third parties, which ARIDEA manufacturers or suppliers of these products may pass on).

## **11. DATA PROTECTION**

11.1 The contractual parties shall respect the provisions of Swiss data protection legislation and any other applicable data protection provisions. They shall comply with any economically reasonable technical and organisational precautions so that any personal data involved in the execution of the contract is effectively protected against unauthorised access by third parties.

11.2 Personal data may only be processed for the purpose of fulfilling and executing this contract and to the extent that this is necessary. To this extent and for this purpose, personal data may be passed on to third-party companies nationally and internationally if the conditions are met to comply with valid data protection provisions.

11.3 The contract partners will pass on these obligations to their employees, miscellaneous auxiliary staff and sub-contractors.

11.4 Furthermore, reference is made to the thorough data protection declaration on the website of ARIDEA.

## **12. FINAL PROVISIONS**

12.1 The revocation or termination of an Individual Contract shall be governed by Art. 404 Swiss Code of Obligations. A revocation or termination is deemed to be at an inopportune juncture [as stipulated in said Article] if the CUSTOMER revokes or terminates the Individual Contract prior to the completion date set forth in the Offer or prior to the performance of the services and delivery of results agreed in the Offer. Regardless of the provision above, Individual Contracts that depend in whole or in part on third parties – such as maintenance contracts with third-party providers – may not be terminated earlier than permitted for the corresponding contract between ARIDEA and the third party.

The services carried out up to termination of the contract are to be settled. The right to damages claims due to termination of the contract at an inopportune time remains unaffected. Compensation for foregone profit is not permitted.

12.2 Amendments and supplements to the Individual Contracts must be in writing in order to be valid.

12.3 If any part of the Individual Contract is void or ineffective, the remainder thereof shall continue to apply. In this event, the void or ineffective parts of the Individual Contract are to be interpreted such that the Individual Contract retains its meaning as a whole.

12.4 ARIDEA shall be entitled to assign its claims under Individual Contracts to third parties at its discretion and without the CUSTOMER's consent.

12.5 Zurich is the exclusive place of jurisdiction. All Individual Contracts are subject to Swiss substantive law without giving effect to conflict of laws rules and international treaties, namely the Vienna Sales Convention.