**Alpinify GmbH**
Gerliswilstrasse 30
CH-6020 Emmenbrücke
Schweiz

email: info@alpinify.ch
tel: +41 41 511 26 40
www: alpinify.ch

# ALPINIFY GMBH

# Terms and Conditions

Version 1.1.

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# 1. GENERAL CONTRACTUAL CONDITIONS

## 1.1. SCOPE OF APPLICATION

Alpinify GmbH (Alpinify) supplies the customer with products or provides services of various kinds. The provisions listed in section 1) regulate those points that are valid for all types of contracts. The commercial conditions relevant to each business, such as product and service specifications, prices, and dates, etc., are regulated in individual contracts. For each contract conclusion, whether verbal or written, tacitly or formally agreed, the General Terms and Conditions that were published on Alpinify's website (www.alpinify.ch) at that time or were provided to the customer as an attachment to the offer upon his request, are applicable.

## 1.2. CONCLUSION OF THE CONTRACT

Contracts between Alpinify and its customers are either concluded by mutual signing of an individual contract or by the unopposed acceptance of an order confirmation.

When accepting an order confirmation, Alpinify may assume that the customer agrees with the order confirmation unless he raises objections within a period of seven days after receipt.

## 1.3. START OF CONTRACT

Written contracts come into force on the date of signing, subject to other agreements, and order confirmations come into force on the date of issue.

## 1.4. END OF CONTRACT

Individual contracts for the provision of an ongoing service (software development, software license, software maintenance) end with the expiration of the contract or its termination. Terminations must be made in writing.

## 1.5. DATA PROTECTION

Both Alpinify and the customer are obliged to treat data and information that are not generally accessible as confidential, i.e., to use them only within the scope of their mutual business relationship.

## 1.6. CUSTOMER'S RESPONSIBILITY

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The customer is responsible for selecting and using the products and for the results achieved from them. They are also responsible for the necessary security measures to protect the programs and the stored data from destruction, theft, or misuse.

## 1.7. CUSTOMER'S DUTY TO ASSIST

The customer commits to support the activities of Alpinify. This includes, among other things, designating contact persons, timely delivery of relevant information, providing documents, and reviewing and accepting concepts.

## 1.8. DATES/WORKING HOURS

The approximate delivery and fulfillment dates agreed upon in the respective individual contract are valid, subject to force majeure events such as war, strike, transportation difficulties, official import bans, and delivery delays from Alpinify's suppliers.

Alpinify provides its services, based on the availability of its personnel, primarily during normal working hours. Such hours are from 08:00 to 17:00, from Monday to Friday, excluding public holidays and local days off..

## 1.9. PRODUCT FEATURES

Changes to product data and characteristics are reserved as long as they do not jeopardize functionality and do not impair the intended use by the customer.

## 1.10. PRICES AND PAYMENT TERMS

### 1.10.1. PRICES

Prices for individual deliveries or services (license fees, sales prices, charges, etc.) are derived from individual contracts.

### 1.10.2. FEES

Alpinify is entitled to adjust the amount of periodic (recurring) fees for maintenance contracts and the hourly rates for services at the beginning of a new contract or calendar year to reflect changed cost factors. Alpinify will announce such adjustments at least 3 months before they take effect.

### 1.10.3. INVOICING

When concluding an individual contract that exceeds the amount of net 10,000.00 CHF, Alpinify can invoice a third of the amount upon order or assignment and the

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remaining two thirds after the delivery or provision of service. Periodic fees are invoiced in advance on an annual basis.

In other cases, Alpinify invoices the customer after delivery or service provision.

### 1.10.4. DUE DATE

If the customer is in default with the payment of an invoice from Alpinify, Alpinify can claim a default interest of 5%. Furthermore, after setting a grace period, Alpinify can choose to withdraw from the contract and invoice the contractually agreed compensation in full as damages for the services already provided..

### 1.11. LIABILITY

In case of fault, Alpinify is liable for damages up to 20% of the price of the defective product or faulty service, provided the customer proves gross negligence or unlawful intent by Alpinify. In the case of recurring services (maintenance, etc.), an annual fee is considered the price of the service.

Liability is excluded for auxiliary persons as well as for financial damages such as lost profits, unrealized savings, the customer's own expenses, third-party recourse claims, delay damages, damages from data loss and data damage, and damages from the commercial application of the products, to the extent legally permissible.

### 1.12. JURISDICTION

These contractual conditions and the individual contracts are subject to Swiss law. The jurisdiction is the domicile of Alpinify.

## 2. LICENSE AGREEMENT FOR ALPINIFY PROGRAMS

### 2.1. SUBJECT OF THE CONTRACT

Alpinify owns the intellectual property rights and the industrial property rights (copyrights, patents) of all Alpinify programs. It grants the customer the non-transferable and non-exclusive licensing right for personal use of the Alpinify programs specified in the individual contracts.

### 2.2. USAGE RIGHTS

The customer commits to using the Alpinify programs solely for their own use and not to transfer, grant, or otherwise make these programs, including documentation, available to third parties, either in whole or in part. Except for the usage rights of the

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customer, all rights to the Alpinify programs remain with Alpinify, even if changes or extensions are made to them.

Until the full payment of the licensing fees, Alpinify can restrict or block the usage rights to the Alpinify programs.

Without the express written authorization of Alpinify, the customer or third parties are not allowed to create additional copies of the Alpinify programs and associated documentation, make any changes or edits, excluding backup copies.

If there's a violation against the usage rights, Alpinify is also entitled to terminate the contract without notice.

## 2.3. WARRANTY

The customer acknowledges that, according to the current state of technology, complete error-freeness of software cannot be guaranteed. With this limitation in mind, Alpinify provides the contractual warranty for their programs for a period of 12 months from the date of delivery.

As part of the warranty, Alpinify rectifies program errors within a reasonable period of time at no cost. The customer must report the errors in writing and in a comprehensible form.

Alpinify cannot guarantee that the Alpinify programs will operate uninterrupted and error-free, in all possible combinations, with any hardware products and data, or that the correction of potential program errors will prevent the occurrence of other program errors. If a program error is traced back to changes in the conditions of use and operation, improper or unauthorized interventions in the programs, operating errors, etc., Alpinify is exempt from warranty obligations.

For third-party software, any warranty by Alpinify is disclaimed, even if such software is integrated into Alpinify's programs.

## 2.4. CONTRACT DURATION

The user software license agreement is concluded for a duration of one year. It can be terminated by both contracting parties, observing a notice period of 30 days.

At the end of the contract, the customer is obliged to destroy or delete all Alpinify programs and the corresponding documentation or return them to Alpinify.

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# 3. MAINTENANCE FOR ALPINIFY PROGRAMS

Alpinify offers the customer various complementary services such as consulting, project management, software installation, training, further software development, coordination with third parties, data transfer, and similar services on behalf of the customer. As part of these services, the availability, functionality, and further development of the Alpinify programs delivered to the customer according to the individual contract is ensured.

Excluded from this are software components from third parties, even if they are integrated into the Alpinify programs or are a prerequisite for the functioning of the Alpinify programs.

## 3.1. CUSTOMER SERVICE

Alpinify offers customer support for the Alpinify programs during the working hours defined in this document. Communication between the customer and customer support takes place by telephone or email. Alpinify guarantees the licensee to rectify program errors within a reasonable period. Alpinify will respond to any errors at the latest within 2 working days, only considering the time when Alpinify offers customer support. Alpinify will inform the user about possible solutions.

## 3.2. SOFTWARE UPDATES

Alpinify periodically provides customers with ongoing improvements, new software modules, and innovations in the form of updates for all Alpinify programs.

Alpinify reserves the right to update the software on Sundays between 12:00 and 18:00. During this time, Alpinify does not guarantee the operation of all Alpinify programs.

## 3.3. DUE DILIGENCE

The customer is obliged to take all necessary precautions to prevent damage. This includes, among other things, the regular backup of data and the careful monitoring of the Alpinify programs' functionality. Alpinify is not responsible for damages that could have been avoided if the customer had fulfilled their due diligence obligations.

## 3.4. WORK RESULT

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Services are generally considered to have been provided and accepted once the work result has been handed over to the customer.

## 3.5. WARRANTY

For services, Alpinify guarantees that the work result handed over to the customer corresponds to the specifications recorded in the individual contract at the time of transfer. However, they cannot guarantee the success of their services.

## 3.6. RIGHTS

Alpinify may freely use ideas, concepts, know-how, and techniques that were developed by Alpinify alone or in collaboration with the customer.