

## **Annex 1 - dokspot Terms of Service**

Revision of November 1, 2025

The Terms of Service (in the following referred to as '**TERMS**') regulate the use of dokspot's solution for electronic Instructions for Use ('eIFU') (in the following referred to as '**SERVICE**') through clients (in the following referred to as '**CLIENT**') of dokspot GmbH, Freudenbergstrasse 101, 8044 Zurich, Switzerland (in the following referred to as '**SUPPLIER**') (in the following both individually referred to as "Party" and together as "Parties").

### **1 SERVICE**

- 1.1 Purpose: The Service is provided for digital communication of information related to the use of a Client product or service. Supplier will provide Client with login access to the Service and provide support pertaining to the use of the Service.
- 1.2 Changes to Service: Supplier may elect to update or otherwise modify the Service at any time provided the provisions of article 6 of the Terms are maintained.

### **2 TERM AND TERMINATION FOR CONVENIENCE**

- 2.1 The Terms take effect with the registration of Client on the Service or upon agreement between the Parties.
- 2.2 Either Party may terminate the use of the Service for the end of a subscription period. The termination must be received in writing at least 90 days before the end of the subscription period.
- 2.3 If not terminated at least 90 days in advance, the subscription is renewed automatically for another subscription period.
- 2.4 After termination for convenience, Client has the right to request from Supplier to maintain the Service for a period of a maximum of 24 months, provided Client continues to meet the fee obligations valid at the date of termination for the requested time period.

### **3 TERMINATION FOR CAUSE BY BOTH PARTIES**

- 3.1 Either Party may extraordinarily terminate the use of the Service by written notice to the other Party at any time and with immediate effect if the other Party has:
  - 3.1 committed an irremediable material breach of any of the obligations described in the Terms or the Agreement;
  - 3.1 committed a material breach of any of the obligations described in the Terms or the Agreement, and the defect cannot be remedied within 14 days after written notice by the other Party;
  - 3.1 becomes insolvent, filed for bankruptcy protection, or has commenced or is subject to other proceedings or filings under the insolvency or bankruptcy laws of any jurisdiction.
- 3.2 After termination for cause, the Client's access to the Service will cease immediately.

### **4 TERMINATION FOR CAUSE BY THE SUPPLIER**

- 4.1 Supplier may extraordinarily terminate the use of the Service by written notice to Client at any time and with immediate effect if the Client:
  - 4.1 defaults on the payment of fees for more than 30 days;
  - 4.1 has made attempts or if there are indications that the Client does not comply with the restrictions for use of the Service (as defined under article 12);
  - 4.1 has made attempts to sell, rent, lease, or distribute any intellectual property of the Supplier to others.
- 4.2 After termination for cause, the Client's access to the Service will cease immediately

### **5 COMPLIANCE WITH REGULATIONS AND CONFIDENTIAL INFORMATION**

- 5.1 Each Party shall comply with applicable laws and regulations. Neither Supplier nor Client shall communicate personal data via the Service. Each Party will take the technical and organisational security measures, including confidentiality, as required by applicable laws.

### **6 SUPPLIER RESPONSIBILITIES**

Supplier represents and warrants that the Service meets the requirements of EU commission regulation 2021/2226, Article 7(2), subject to Client fulfilling the responsibilities set forth under article 7 of the Terms. Specifically, Supplier takes all reasonable measures to:

- 6.1 optimize the availability of the Service.
- 6.2 protect Client data on the Service.
- 6.3 back up Client data on the Service periodically.
- 6.4 maintain a process allowing the restoration of Client data on the Service.
- 6.5 maintain a high-quality level of Service performance.
- 6.6 adapt the Service to regulatory and technology changes.
- 6.7 ensure that the Service, will be free of defects and/or computer virus(es).

## **7 CLIENT RESPONSIBILITIES**

Client represents and warrants

- 7.1 to ensure the internet connection to the Service is maintained and protected.
- 7.2 to manage and keep up to date Client related data on the Service.
- 7.3 that the data uploaded to the Service relates to the purpose of the Service (as defined under 1.1).
- 7.4 that it has the necessary proprietary rights to publish and maintain the data on the Service.
- 7.5 that the data complies with the applicable laws and regulations.
- 7.6 if applicable, the function and availability of any designated, client-owned URL link to the Service.
- 7.7 that Supplier has the right to block any Client data in breach of the present clause without prior consultation of Client.

## **8 GUARANTEE OF SERVICE**

In the event that Supplier ceases to exist as a supplier of the Service, or ceases the Service, Supplier represents and warrants

- 8.1 to maintain emergency funding to finance the operation of the Service for a period of a minimum of 18 months.
- 8.2 to maintain the Service for at least 18 months after a defunct notice from Supplier to Client.

## **9 FEES**

- 9.1 Client agrees to pay subscription fees according to the subscription fee structure.
- 9.2 Supplier guarantees to Client that subscription fees will not change for 12 months following the registration of Client on the Service.
- 9.3 Supplier may change subscription fees at the end of the subscription period with 100 days prior notice by the Supplier to the Client.
- 9.4 Fees are due at the beginning of the subscription period and payable for the entire subscription period within 30 days.
- 9.5 If Client fails to pay subscription fees, provided that a dunning note has been sent to Client, Supplier is entitled to
  - 9.5.1 block Client login access to the Service 30 days after the payment due date

9.5 block third party access to Client content on the Service 180 days after the payment due date  
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9.6 If payment of subscription fees is overdue for more than 30 days, Supplier has no obligation towards Client to ensure the responsibilities listed under Article 6. of the Terms, provided that a dunning note has been sent to Client.

9.7 All Service subscription fees are exclusive of taxes.

## **10 CLIENT PROPRIETARY RIGHTS**

Client owns and continues to own all uploaded content, including its features, patents, trademarks, and other intellectual property rights therein, all copyrights as uploaded by Client and displayed on the Service. Supplier does not have or obtain any rights on the content uploaded to the Service by Client.

## **11 SUPPLIER PROPRIETARY RIGHTS AND LICENSE**

11. Supplier exclusively owns all rights, title, and interest in and to all intellectual property rights with regard to the Service. Any Service provided by which Client is given access to the Service shall not be deemed to have been sold, even if, for convenience, Supplier makes reference to words such as "sale" or "purchase" in the applicable subscription agreement or other documents.

11. Supplier grants Client a license to use Supplier proprietary rights. This license is limited to the use of the Service. Supplier owns all rights, titles, and interests to the Service, design, documentation, and other features and parts thereof, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein related to the Service.

## **12 CLIENT RESTRICTIONS FOR USE OF SERVICE**

12. Unless expressly agreed between the Parties in writing, Client will not, directly or indirectly: Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Service or any software, documentation or data related to the Service; copy, modify, translate, or create derivative works based on the Services or any Software, except to the extent expressly permitted by Supplier

12. Client agrees not to remove any proprietary notices or labels or sell, rent, lease, distribute, license, or provide any unauthorized third party with access except as expressly authorized by the Supplier.

12. If the use of Service by Client deviates significantly from the usual and average business use, Supplier is entitled to take appropriate measures without prior notice (e.g. blocking or restricting access to Service) and to extraordinarily terminate the contract according to article 4.

## **13 LIMITATION OF LIABILITY**

13. Supplier is not liable in any way for the content Client uploads to the Service. It is the sole responsibility and liability of Client to ensure regulatory and legal compliance of the uploaded content.

13. Supplier works with leading quality suppliers to protect Client data and optimize the availability of the Service. Supplier assumes responsibility for the selection of its suppliers and their services. Supplier shall not be held liable for non-performance of a qualified supplier.

13. Client specifically acknowledges that neither Supplier nor the Service does in any way relieve Client from the responsibility and liability of ensuring the intended use of Client product or service.

13. Client maintains full responsibility and liability to evaluate and decide which means are required to  
4 sufficiently communicate instructions for Client product or service.

13. Liability of both Parties for direct damages arising out of or related to the contractual relationship and the  
5 Service is limited to the annual subscription fee paid by Client, except in cases of gross negligence and willful intent. Both Parties are not under any circumstances held to compensate any consequential or indirect damages such as a loss of data and loss of turnover or profit.

#### 14 INVOLVEMENT OF THIRD PARTIES

Supplier is entitled to involve third parties for the purpose of meeting its contractual obligations. Supplier shall not accept any liability for the services provided by third parties to the extent legally permissible.

#### 15 INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless (including costs and attorney's fees) Supplier and its employees from and against any claims asserted by any third party arising out of or due to Client content on the Service, Client breach of these Terms and Client use of the Service in violation of third party rights, including any intellectual property rights, or any applicable laws, or Client misuse of the Service.

#### 16 MISCELLANEOUS

Transfer of registration. Supplier is entitled to transfer Client registration or any rights and obligations thereof to any company taking over its business provided Supplier responsibilities defined in article 6 of the Terms remain the same. Client may not assign its right or obligations with regards to Service without Suppliers written consent.

Impossibility of performance. Neither Party shall be liable to the other Party for any loss or damage due to delays or failure to perform resulting from events beyond the reasonable control of such Party.

Legal Relationship. The Parties are independent contractors. The relationship between the Parties shall not create a partnership, joint venture, agency, or other relationship. Neither Party has any right or authority to assume or create any obligation of any kind, express or implied, in the other Party's name or on its behalf.

Severability. In the event that any provision in the contractual relationship is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of the contractual relationship shall not in any way be affected or impaired thereby. In such case, the Parties shall replace the invalid or unenforceable provision by such valid and enforceable provision that best attains the same economic and legal effect.

Amendments to the contractual relationship. The terms of the contractual relationship (i.e. but not limited to the subscription agreement, these Terms of Service, and the Service Level Agreement) may be amended only in writing by a document duly executed by all Parties hereto.

Governing Law, Venue. Any dispute arising from the Terms shall be governed by the laws of Switzerland, under the exclusion of any national or international treaties or agreements legally valid at the time of entry into force or a dispute (e.g. United Nations Convention on Contracts for the International Sale of Goods (CISG) or the Hague Convention on Purchases) and the exclusive place of jurisdiction shall be the city of Zurich, Switzerland.

## Annex 2 - dokspot Service Level Agreement

Revision of January 1, 2025

This dokspot Service Level Agreement ('Service Level Agreement') describes and quantifies the deliverables of the dokspot service.

### dokspot Service Description

dokspot provides to Clients a solution (in the following referred to as '**Service**' or '**dokspot Service**') for electronic communication of information related to the use of a Client product or service such as *electronic Instructions for Use* ('eIFU').

### dokspot Service Commitment

dokspot GmbH will use all commercially reasonable efforts to make the dokspot Service and its content available 100% of the time.

### dokspot Service Specifications ('Service Specifications')

Service	Description
Connect Service	The service is connected to the client domain and allows read access to published documents. This includes the following features: <ul style="list-style-type: none"><li>- Custom domain &amp; SSL</li><li>- Product finding</li><li>- Product pages</li><li>- Visibility and download of published documents</li><li>- Visibility of published notifications</li><li>- Document revisions (history) pages</li><li>- Order creation</li><li>- Client contact details</li><li>- Client logo and corporate color</li></ul>
Manage Service	The service allows clients to manage content. This includes the following features: <ul style="list-style-type: none"><li>- Document management, including versions or LOT-related information</li><li>- User management</li><li>- Publishing workflow with differentiated tasks</li><li>- Audit trail</li><li>- Document-integrity protection</li><li>- Access-control and authorization</li></ul>
Authentication Service	Allowing client users to authenticate themselves and update their personal details.
Database Service	The database where all client data resides. Databases are located in separate availability zones.
Storage Service	The storage service where all client content resides. This service is designed for 99.99999999% durability.
Paper IFU request	International request fulfillment in compliance with regulations

### dokspot Service Levels ('Service Levels')

Availability	Service Level
Connect Service	Monthly Uptime Percentage equal to or above 99.5%
Manage Service	Monthly Uptime Percentage equal to or above 99.0%
Authentication Service	Monthly Uptime Percentage equal to or above 99.0%

  

Failover	Service Level
Database Service	Promotion of failover database within 1 hour
Storage Service	Promotion of failover storage within 1 hour

Backup	Service Level
Database Service	Retain daily backup for 7 days
Database Service	Retain weekly backup for 4 weeks

Recovery	Service Level
Database Service	Recover critical data within 24 hours
Storage Service	Recover critical documents within 24 hours

Incident Management	Service Level
SEV-1	Respond within 1 hour of issue discovery
SEV-2	Respond within 24 hours of issue discovery
SEV-3	Respond within 7 days of issue discovery
SEV-4	Respond within 1 month of issue discovery
SEV-5	Respond within 6 months of issue discovery

Service Desk	Service Level
support@dokspot.com	Respond within 48 hours
+41 44 597 67 76	Respond within 24 hours

## Exclusions

The Service Levels do not apply to any unavailability, suspension or termination of the dokspot Service, or any other dokspot Service performance issues: (i) caused by factors outside of reasonable control of dokspot GmbH, including any force majeure event or Internet access or related problems beyond the demarcation point of the dokspot Service; (ii) that result from any actions or inactions of the dokspot client or any third party; (iii) that result from the dokspot clients' equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within direct control of dokspot GmbH); (iv) arising from our suspension or termination of the dokspot clients' right to use the dokspot Service in accordance with the dokspot Terms of Service.

## Incident Management

Severity	Description	Typical Response
SEV-1	Critical issue that warrants public notification and liaison with executive teams. I.e. The system is in a critical state and is actively impacting over 80% of users. Functionality has been severely impaired for a long time, breaking SLA. client-data-exposing security vulnerability has come to our attention.	Major incident response. Notify internal stakeholders. Public notification.
SEV-2	Critical system issue actively impacting many clients' ability to use the product. I.e. Connect Service is unavailable. A service is experiencing severe performance degradation for 50% of users. Monitoring of critical systems is impaired.	Major incident response. Notify internal stakeholders. Public notification.
SEV-3	Stability or minor client-impacting issues that require immediate attention from service owners. I.e. Partial loss of functionality, impacting less than 50% of users. Something that has the likelihood of becoming a SEV-2 if nothing is done. No redundancy in a service (failure of 1 more node will cause an outage).	High-Urgency response. Work on the issue as a top priority. Liaise with engineers of affected systems to identify the cause. If related to recent deployment, rollback. Monitor the status and notice if/when it escalates.
SEV-4	Minor issues requiring action, but not affecting Client ability to use the product. Performance issues (delays, etc). Individual host failure (i.e. one node out of a cluster). Delayed job failure (not impacting event & notification pipeline). Cron failure (not impacting event & notification pipeline).	Low-Urgency response. Work on the issue as first priority (above "normal" tasks). Monitor status and notice if/when it escalates.
SEV-5	Cosmetic issues or bugs, not affecting Client ability to use the product. Bugs not impacting the immediate ability to use the system	Create an issue and assign it to the owner of the affected system.

## Definitions

Term	Description
Monthly Uptime Percentage	Is calculated by subtracting from 100% the total Error Rate for one month divided by the total Sample Requests.
Error Rate	means the total number of internal server errors returned by the dokspot Connect Service as error status "Failures".
Sample Request	is a HTTP(S) request sent to the URL of the dokspot Connect Service every 2 minutes from the dokspot monitoring service.
Demarcation Point	is the point at which a request is received by the dokspot Domain Name System (DNS).