General terms and conditions Unifiedpost AG

Scope

The Unifiedpost terms and conditions regulate the contractual relationship between Unifiedpost AG, Hardturmstrasse 161A, 8003 Zürich (hereafter called "Unifiedpost") and a client (hereafter called "client") exclusively and conlusively. Conflicting or deviating general terms and conditions of the client only apply if Unifiedpost expressly agrees to their validity in writing. Such general terms and conditions shall also not be deemed to have been agreed upon if the client transmits them with an automatically generated order (SAP or similar) or if Unifiedpost unconditionally performs services for the client with knowledge of such general terms and conditions. Only individually agreed upon conditions that deviate from these service conditions in a separate service contract shall have priority.

1. Unifiedpost services

Unifiedpost provides services for the client in the area of Software as a Service (SaaS) for invoicing and purchasing.

1.1 Services provided (standard products)

The services to be provided are the various standard software solutions of Unifiedpost in the areas of e-invoicing, e-purchasing, and e- financing, including standard software products (e.g. for incoming invoices, outgoing invoices, order documents, supply chain financing) (hereinafter uniformly referred to as "software"). The respective scope of functions of the software as well as the specific services agreed upon vis-à-vis a customer result from the respective service contract as well as the attached service description In addition to providing the software in the respective current version, Unifiedpost enables the use of the functionalities of the software, the granting of the rights to use the software required for this purpose, the provision of storage space on servers of Unifiedpost or engaged subcontractors for the use of the software and application data, in particular for the storage of transmitted data.

1.2 Customization

Based on the standard software solutions, further individualizations can also be agreed upon in a service contract. Individual solutions are created either as a configuration or as an extension of the respective standard product. Customizations are developed by Unifiedpost on a test system. After completion of the development, the service is made available to the client on the test system. Unless otherwise agreed in the service contract, the client is obliged to test the services within one month. The test has been successfully completed if the customization meets the agreed requirements. In this case, the client must declare release at the latest after expiry of the test period or must state in writing within this period which defects exist that prevent acceptance. If the customer fails to do so, the service provided by Unifiedpost shall be deemed accepted as free of defects upon expiry of the deadline. Likewise, the service shall be deemed accepted as free of defects upon going live.

1.3 Subsidiary agreements

All subsidiary agreements, amendments or supplements to the contract, in particular the agreement of customization, must be made in writing in order to be legally effective.

1.4 Access data

The use of the software may require access data. In this case, the user's name and password will be sent to the client by email by Unifiedpost after conclusion of the contract.

1.5 Suspension of services

If partners such as a printing service provider no longer offer certain products that were the subject of Unifiedpost´s services, Unifiedpost can also no longer offer them and will be released from its obligation to perform. Unifiedpost will inform the client of this circumstance and adapts the services in order to achieve the desired goal by other means.
Unifiedpost may suspend (part of) the Services if (i) Unifiedpost receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Unifiedpost to do so; (ii) any charges are not paid within one (1) months after being due, (iii) Unifiedpost becomes aware of what it deems a credible claim that the client and/or the Authorised User's use of the Services violates any applicable law, (iv) Customer's and/or the

Authorised User's use(s) the Services in violation of this Agreement or is/are interfering with the normal operation of the Services, (v) the security of the Service(s) is being compromised, (vi) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services or (vii) Unifiedpost is entitled to terminate this Agreement for cause, (viii) any other reason which would require suspension under the applicable law. In each event of suspension as set out above, Unifiedpost shall use reasonable efforts to give the client an advance forty-eight (48) hours' notice, unless Unifiedpost reasonably determines that giving a shorter notice is necessary or no notice is possible to protect the interests of Unifiedpost, the client, the Authorised Users and/or of a third party

2. Right of use

Unifiedpost grants the client a simple, non-exclusive, non-transferable right of use, limited in time to the term of this agreement, to use the software and, if applicable, further customizations according to section 2.2 to the contractually agreed extent ("right of use"). The client shall not be entitled to make the software available for use by third parties, whether in return for payment or free of charge. The client is expressly not permitted to sublet the software. The client is entitled to use the software beyond the rights of use granted under the contract only with the prior written consent of Unifiedpost. The client undertakes not to store any illegal content on the storage space provided that violates the law, official requirements or the rights of a third parties. The client shall (i) ensure that its hardware, software, network connectivity and systems comply with the relevant specifications set out in the Documentation (ii) be responsible for procuring and maintaining its network connections and telecommunication links from its systems to the Platform Service and (iii) regularly take back-ups of its Customer Data.

The client is responsible for its Authorised Users. The client shall defend, hold harmless and indemnify Unifiedpost and its subcontractors against all claims of its Authorised Users as a result of the use of the Platform Services in breach of this agreement.

3. Protection of the Software,

decompilation and reverse engineering All rights to the software - in particular copyrights and technical property rights - are exclusively vested in Unifiedpost or its vicarious agents. The reverse translation of the program code into other code forms (decompilation) as well as other types of reverse engineering of the various production stages of the software are not permitted.

4. Service-Level

The operating time of the platform set up by Unifiedpost is generally 7 days a week, 24 hours a day. The minimum availability is 99.7% of the operating time in the month. The following downtimes are not taken into account when calculating the operating time: (a) Regular maintenance times, (b) downtimes for which Unifiedpost is not responsible and (c) non-operating times to which the client has expressly agreed.

Unifiedpost reserves the right to use up to 4% of the monthly operating time for maintenance work (regular maintenance times). Unifiedpost will take the legitimate interests of the client into consideration. Usually maintenance work will be carried out after 6 pm CET.

5. Liability

5.1 Limitation of liability

In accordance with the legal provisions Unifiedpost is liable only for claims based on intent and gross negligence tot the extent permitted by law.

5.2 Exemption

The above limitations do not apply in the event of injury to life, limb or health, in the event of fraudulent intent, to the extent that the product liability law applies, or in the event of a warranty promise, unless otherwise stipulated in the warranty.

5.3 Liability in case of slight negligence

The liability of Unifiedpost for damage to property and financial losses is limited to the foreseeable damage typical of the contract in the event of a slightly negligent breach of essential contractual obligations.

Essential are contractual obligations, if their observance has been the essential basis for the conclusion of the contract for the client. In cases of damage caused by slight negligence on the part of Unifiedpost or its employees or vicarious agents, liability is excluded, in particular for indirect damage.

5.4 Liability for vicarious agents

To the extent that the liability of Unifiedpost is excluded or limited, this also applies to the liability of employees, other staff, representatives and vicarious agents of Unifiedpost.

5.5 Limitation

Contractual claims for damages of the client against Unifiedpost shall lapse 12 months after knowledge of the circumstances giving rise to the defect, unless shorter statutory limitation periods apply. If a release has been agreed upon, the limitation period shall begin with the release.

5.6 Retention periods, conversion, deviations

The client himself is responsible for compliance with any existing statutory retention periods with regard to the data sent to Unifiedpost. These obligations are not assumed by Unifiedpost.

With regard to data conversion, the following special clauses apply: Unifiedpost is not liable for the conversion of data that is neither listed in the format description nor in the test data provided by the client. Unifiedpost is also not liable if the agreed upon data format is subsequently changed by the client without Unifiedpost's consent. If Unifiedpost carries out a data conversion, Unifiedpost is not liable for the correctness, completeness and possible defects of the additional data provided by the client, in particular the data outside the actual conversion, such as rounding places, date formats, decimal places. If the invoice sender transfers both a PDF file and structured data (e.g. XML, CSV) for the same invoice when transferring invoices to Unifiedpost, he shall be liable for the content-related conformity of both files. Unifiedpost is only liable for deviations of the invoice caused by Unifiedpost, insofar as these entitle the invoice recipient to refuse payment. All other deviations remain irrelevant. Unifiedpost guarantees that the invoices for which a print service has been ordered are correctly transferred to the print service provider within the agreed period. For errors or breaches of contract in the area of printing and dispatch, Unifiedpost's liability for damages caused by slightly negligent breaches is limited to 25% of the remuneration for the respective service. If the client sees the risk of further damages, he is obliged to inform Unifiedpost about this and the parties will then negotiate about an adequate coverage of this risk.

6. Power of attorney electronic signatures

This power of attorney is a one-sided authorization for the outsourcing of electronic invoice exchange to Unifiedpost and exclusively entitles the client to carry out activities for the fulfilment of tax law requirements. Unifiedpost takes over services for the electronic invoice exchange for the client. The client can be both the invoice issuer and the invoice recipient. The service includes the creation and verification of electronic signatures by Sovos Compliance LLC as a partner of Unifiedpost. Unless otherwise agreed upon, this authorisation authorises neither Unifiedpost nor Sovos in general to act on behalf of the client. The power of attorney can be revoked at any time by simply notifying Unifiedpost. The power of attorney remains valid until this point in time.

The client hereby authorises Sovos to receive from Unifiedpost its electronic invoice data, which do not yet represent original invoices, and to sign them electronically on behalf of the client.

The client agrees to the following for the electronic exchange of invoices:
a) Sovos will use such electronic signatures with private keys issued by authorized service providers for the creation of certificates. These service providers have a contractual relationship with Sovos.
b) Unifiedpost has the right, if necessary, to add a text to the invoice that identifies the creation of the invoice by a third party.

This power of attorney serves to fulfil all requirements of the applicable law for electronic invoices and applies to all parties to the electronic invoicing process. This expressly includes third parties (e.g. Sovos) acting on behalf of the client. Legally, the client remains responsible for sending the invoices.

In this respect, the client and the contractor agree:

a) the client shall remain responsible to the tax authorities for the invoices themselves and their effects, in particular with regard to VAT. Among other things, the client remains responsible, if relevant, for the declaration and payment of VAT and other applicable taxes as if the invoices had been issued directly by the client.

b) The client is not entitled to transmit invoice data to Unifiedpost which, under applicable law, may not be created and sent by third parties on behalf of the client.

c) The client is obliged to inform Unifiedpost within 24 hours after transmission of the invoice data if he has not yet received a copy of the original invoice or no online access to it.

d) The client is obliged to inform Unifiedpost of any changes concerning the validity of this power of attorney or the correct creation of the client´s electronic invoices by Sovos within the scope of this power of attorney.

e) The client undertakes to take all necessary measures to ensure that all legally necessary requirements for the electronic invoicing process are met both by the client himself and by any service providers deployed that are not part of this agreement.

The issuing of invoices under this power of attorney is not "self-billing"
(the issuing of invoices by the buyer on behalf of the seller). Therefore, these invoices are not subject to the legal requirements for "self- billing". In the event that the tax authorities nevertheless assess an invoice issued under this power of attorney as "self-billing", the parties agree:

• All the above conditions regarding compliance with tax law requirements apply analogously to the presumed "self-billing".

• The client must ensure that all further legal requirements applicable to him for the "self-billing" process are fulfilled by the buyer and seller.

7. Contribution of the client

The client is obliged to cooperate. This is one of the principal obligations of the client. The client shall ensure that all prerequisites in the area of his operating sphere which are necessary for the proper execution of the order are available free of charge and in good time. His duties to cooperate include that the client:

• takes appropriate precautions so that in the event of destruction, deletion or alteration of data, files or programs, these can be reconstructed, in particular - unless otherwise agreed upon - to carry out proper data backup.

• provides representative and consistent test data for system and acceptance tests at an early stage, e.g. until the start of the first tests, which is customary in the company with regard to data quality and quantity.

• ensures that password holders keep passwords secret and do not disclose them to third parties. He will instruct these persons in this regard. The client commits himself to inform Unifiedpost of the departure of any password holder and to immediately report any suspicion of manipulation of the passwords to Unifiedpost.

• performs virus checks on its systems at regular intervals with regard to the data transmitted by Unifiedpost and periodically backs up the corresponding databases by means of storage routines.

• Unifiedpost is informed in good time about rounding parameters, date formats or the number of desired decimal places and checks the correctness and completeness of these data beyond a mere transformation itself.

• If the client wishes to retrieve data from Unifiedpost via SFTP , the data will be made available in retrieval directories and are thus deemed to have been transferred. The client has the obligation to check the directory independently, to collect the data there, to archive them on his premises and then to delete them from the collection directory.

In the course of the project, the contracting parties may jointly define additional cooperation obligations.

If due to incomplete or inaccurate information or improper, incomplete or delayed cooperation of the client an additional effort, possibly also in the form of waiting times, arises for the contractor or work has to be repeated, Unifiedpost is entitled to invoice this additional effort separately in justified amount according to the agreed hourly rates. In this case, Unifiedpost can also charge for the expenses already incurred independently of an acceptance. As far as possible, Unifiedpost can also provide the missing cooperation service itself against separate remuneration in accordance with the agreed upon hourly rates.

8. Remuneration

The client pays Unifiedpost the prices according to the possibly concluded service contract for the services used. Telephone customer support can be used between 9 a.m. and 5 p.m CET on weekdays. The qualified electronic signature required for sending electronic invoices or the verification protocol for receiving electronic credit notes/invoices will be charged separately.

Prepaid packages are selected and purchased exclusively via the Internet. If the contract is not cancelled after full use of the credit balance or another pre-paid package is selected, the contract is automatically extended and a new pre-paid package will be invoiced. The period of the pre-paid package is not limited. Except in the case of a justified withdrawal or a justified extraordinary termination for good cause, no refund of credit of a pre-paid package will be made.

All invoices are due immediately after invoicing without deduction. Costs for Unifiedpost services that are not billed according to the number of transactions will be determined and invoiced after acceptance by the client. The setup fees are due after signing the contract.

The client agrees that Unifiedpost will send him invoices in electronic form.

9. Confidentiality

The parties will treat the documents and information made available to them during the execution of the contract confidentially and commit themselves not to disclose these documents and information to third parties. This does not apply if they have already been published, were known to the contractual partner prior to their disclosure by the other contractual partner, become known to the contractual partner by third parties who lawfully possess this information or if the contractual partner is obliged by law to disclose this information.

10. Data protection, order processing

Unifiedpost processes the personal data of the client on his behalf in compliance with the following conditions.

10.1 Nature and purpose of the processing

Unifiedpost only processes the personal data of the client if and to the extent that this is necessary for the activities described in No. 2 of this agreement. The purpose of the processing is to improve the electronic exchange of invoices between the invoice issuer and the invoice recipient. Ideally, invoice recipients and invoice issuers belong to the Unifiedpost network and can then make full use of the services.

10.2   Nature of personal data

Unifiedpost processes all data contained in the invoices within the scope of the order. These are
• Personal master data of invoice issuer and invoice recipient,
• Communication data (e.g. telephone, email)
• Contract master data (contractual relationship, product or contract interest)
• Contract billing and payment data (payment information, invoice number, customer number, order number, place of performance, performance period, etc.)

The processing may also include information on the services rendered and invoiced, including health data and other special categories of personal data.

10.3 Categories of persons concerned

Categories of natural persons concerned in the electronic exchange of services include
- issuer of invoices
- invoice recipient
- contact persons or other employees working for them in each case,
- service providers and recipients,
- clients
- suppliers.

10.4 Subcontracts

Unifiedpost may subcontract the processing of the client's personal data. The following companies are currently in use:
- Swiss Microsoft Azure Datacenter – Hosting purposes and Operation of computer center
- Sovos Compliance LLC, Kungsgatan 27, 4TR, SE-111 56 Stockholm - Creation and Verification of Electronic Signatures
- ICS Unifiedpost SRL, str. P.Movila 21 of.9, MD-2004 Chisinau - Postprocessing, correction and completion of invoices read by OCR
- Campaign Services Offenbach GmbH, Schumannstraße 164, 63069 Offenbach - Printing services

Each subcontractor must submit to the same obligations towards Unifiedpost as Unifiedpost enters towards the client within the scope of this no. 12. In particular, a subcontractor must offer sufficient guarantees that the technical and organisational measures will be carried out in such a way that the personal data of the client can be processed in accordance with the provisions of the Data Protection Legislation.

If Unifiedpost wishes to call in a new order processor or replace an existing one with another, it will inform the client and thereby give him the opportunity to object to the amendment within five (5) days. Insofar as the client issues instructions to Unifiedpost, Unifiedpost shall comply with these instructions. Unifiedpost is obligated to carefully select subcontractors according to their suitability and reliability. When engaging subcontractors, Unifiedpost must oblige them in accordance with the provisions of this agreement and ensure that the client can also exercise his rights under this agreement (in particular his inspection and control rights) directly against the subcontractors.

10.5 Data protection

Unifiedpost collects, processes and uses personal data of the client within the scope of the statutory data protection provisions.

10.6 Security of the processing of personal data

Unifiedpost will take appropriate technical and organisational measures to ensure a level of protection appropriate to the risk, taking into account the state of the art of the implementation costs, the type, scope, circumstances and purposes of the processing, as well as the different probability of occurrence and the severity of the risk to the rights and freedoms of natural persons. Unifiedpost takes technical and organisational measures to ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing in the long term. The client is aware of these technical and organisational measures. The technical and organizational measures can be updated in the course of time according to technical development and organizational requirements. Unifiedpost will ensure that the agreed upon standard of technical and organisational measures is not reduced. Significant changes of the technical and organizational measures are to be communicated to the client by Unifiedpost. The individual technical and organisational measures are described in the Annex to the contract.

10.7 Right to issue instructions

The client alone is responsible for the proper processing of personal data. Unifiedpost will only process the client's personal data on the client's documented instructions. Instructions of the client must be given in writing or by email. If the client issues instructions orally or in another, undocumented manner, Unifiedpost will confirm these instructions in writing or by email and electronically document them in its systems. The contract shall stipulate who is the contact person and may issue instructions to the client or, in the case of Unifiedpost, accept instructions and, if necessary, document them.

10.8   Exceptions to the right to issue instructions

Unifiedpost may only process data of affected persons within the scope of this contract and the instructions of the client. As an exception, Unifiedpost will also process the data if Unifiedpost is obliged to do so by the law of the Union or the member states to which Unifiedpost is subject; in such a case, Unifiedpost will inform the client of these legal requirements prior to processing, provided that the relevant law does not prohibit such a notification due to an important public interest. Unifiedpost informs the client immediately if it is of the opinion that an instruction violates applicable laws. Unifiedpost may suspend the implementation of the instruction until the objected instruction has been confirmed or amended by the client. Unifiedpost may refuse to comply with an obviously unlawful instruction. Unifiedpost is not obliged to carry out a comprehensive legal review.

10.9   Obligation of secrecy

Unifiedpost guarantees that the persons employed by it or deployed by it do not collect, process or use the personal data of the client subject to this contract without authorisation and Unifiedpost will obligate these persons accordingly to confidentiality and secrecy. This obligation is agreed upon beyond the termination of this contract and the possible employment relationship.

10.10   Support

Unifiedpost will support the client with suitable technical and organisational measures wherever possible in order to comply with an obligation to respond to requests to exercise the rights of the person concerned as set out in the Data Protection Legislation. As far as possible and with the available information, Unifiedpost will support the client in complying with the obligations of the Data Protection legislation. In case of disturbances, suspicion of violation of the protection of personal data, suspicion of security-relevant incidents or other irregularities in the processing of personal data, Unifiedpost will immediately inform the client, unless a violation of the protection of personal data probably does not lead to a risk for the rights and freedoms of natural persons. In doing so, Unifiedpost will at least provide the necessary information and support the client adequately in fulfilling his obligation according to Data Protection Legislation. In this case Unifiedpost will take all possible and necessary measures within the scope of its order to secure the data and to reduce possible negative consequences for the affected parties and will also inform the client about this. If necessary and as far as necessary, Unifiedpost will support the client in compiling a list of processing activities. Unifiedpost will provide the client as the responsible party with all necessary information so that they can prove compliance with their data protection legislation obligations If a claim is made against the client by an affected person with regard to possible claims, Unifiedpost undertakes to support the client in defending the claim within the scope of its possibilities.

10.11   Correction, deletion or return

Unifiedpost corrects the contractual data if the client instructs this and this is covered by the instruction framework. Unifiedpost returns all data that the client has made available for processing at the request of the client, at the latest by the end of the contractual relationship. Otherwise, the data will be deleted. If a data protection-compliant deletion or a corresponding restriction of data processing is not possible, Unifiedpost assumes the data protection-compliant destruction of data carriers and other materials on the basis of an individual order by the client.

10.12   Control rights, detection capabilities

Unifiedpost proves to the client that the obligations set out in this contract have been fulfilled by appropriate means. The proof is provided by the following documents/certificates:
- Annex 1: Certificate on data protection and/or information security (ISO 27001) of MS Azure
- Appendix 2: We follow the principles of the internal control system of service companies (IDW PS 951) - GoBD Conformity Upon request, Unifiedpost will provide the client with access to any certificates that may have been issued in order to enable them to verify the correctness of data processing. Unifiedpost will enable the client or other auditors commissioned by him to carry out audits including inspection and will contribute to verifying the proof of compliance with Data Protection legislation. These examinations and/or inspections can be accomplished exclusively during the usual business hours without disturbance of the operational sequence and only after registration with consideration of an appropriate lead time. If the auditor commissioned by the client is in a competitive relationship with Unifiedpost, Unifiedpost has a right of objection against this. The expenses for such inspections shall be borne by the client. If the cooperation of the contractor is necessary, it will be remunerated. If the client detects errors or irregularities in the data processing by Unifiedpost, he will immediately inform Unifiedpost of these.

10.13   Requests of data subjects

If a data subject contacts Unifiedpost with requests for correction, deletion or information, Unifiedpost will refer the data subject to the client, provided that an assignment to the client is possible according to the information provided by the data subject. Unifiedpost immediately forwards the request of the person concerned to the client. Unifiedpost supports the client within the scope of its possibilities on instruction as agreed. Unifiedpost is not liable if the request of the person concerned is not answered by the client, is not answered correctly or is not answered in due time.

10.14   International transfer

Any transfer of Personal Data to a third country or international organisation may only take place in accordance with the principles set out in the applicable Data Protection Legislation and this DPA. The Client grants Unifiedpost permission to transfer Personal Data to a third country or to an international organisation, as set out in article 11.4. Any change or addition to the list will be communicated to the Client before such transfer takes place. The Customer has the right to object to such transfer within five (5) days of notification of the change. The Parties agree on whether or not to proceed with the transfer and the consequences thereof for the provision of the Services in terms of scope, timing and budget.
If you are located in the EU the following should apply:
Any transfer to a third country or international organisation can take place on the following grounds:
An adequacy decision by the Commission;
Appropriate safeguards, including the availability of enforceable rights of Data Subjects and effective legal means.
Appropriate safeguards must be adhered to in the following cases: (i) binding corporate rules; (ii) standard data protection clauses adopted by the Commission or by a Supervisory Authority and approved by the Commission; or (iii) an approved code of conduct or an approved certification mechanism.
If you are located outside the EU, similar restrictions may apply.

11. Confict management Unifiedpost

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Swiss laws. Each Party irrevocably agrees that the governing courts Zurich shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation which cannot be settled in an amicable way.

12. Miscellaneous

The client is only entitled to assign rights from this contract with the prior written consent of Unifiedpost.
The parties are not entitled to represent each other in legal transactions.
Contractual relationships exist exclusively between Unifiedpost and the client.
The services offered by Unifiedpost may only be used for the client's own business purposes. The transfer of these services to third parties or the toleration of the use of these services by third parties, whether in return for payment or free of charge, is not permitted.
The contractual relationship between Unifiedpost and the client is subject to the laws of Switzerland for domestic contracting parties. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
The place of performance is Zurich. If the client is a registered trader, the place of jurisdiction is Zurich or, at the option of Unifiedpost, the general place of jurisdiction of the client.
Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall negotiate to replace the invalid provision with an appropriate valid provision. The same shall apply in the event of a gap in the contract.