General Terms and Conditions of Business of n'cloud.swiss AG und Netkom IT Services GmbH

1. Scope and application

1.1. These General Terms and Conditions (**"GTC"**) govern the mutual rights and obligations of n'cloud.swiss AG and Netkom IT Services GmbH, Kornweg 8, 5707 Seengen, Switzerland (**"n'cloud"**) on the one hand and the contracting party of n'cloud (**"Contracting Party"**) on the other.

1.2. The GTC are the contractual basis and an integral part of the contract and shall regulate the mutual relations among the Parties.

1.3. Any provisions to the contrary in individual contracts between the Parties shall take precedence over these GTC.

1.4. Any terms and conditions of business or purchase of the Contracting Party shall be excluded.

1.5. Any agreements which deviate from these GTC, including this written form clause, must be in writing to be valid.

1.6. n'cloud is entitled to amend these GTC at any time. The Contracting Party will be notified of any changes to the n'cloud Services or these GTC by e-mail or letter. If the Contracting Party does not wish to accept the amendments, the Contracting Party must inform n'cloud of this in writing by registered letter within 60 calendar days, whereby the contract with the Contracting Party is then deemed to be terminated after the expiry of the contractual period of notice. Without such written notification from the Contracting Party, the amendments deemed to be accepted from the 61st calendar day of the announcement.

2. The conclusion of a contract

2.1. A contractual relationship regarding the use of n'cloud services (**"n'cloud Services"**) shall come into existence upon n'cloud's acceptance of an order.

2.2. If the order is placed via the order mode on the n'cloud homepage or in another electronic manner, such order shall be deemed binding until it has been accepted or rejected by n'cloud.

3. The scope of services and obligations of n'cloud

3.1. n'cloud offers services and products in the area of Internet and information technology and makes these available within the framework of the contract with the Contracting Party and the operational resources available. n'cloud's obligations derive from the service descriptions in n'cloud's offer and the agreement with the Contracting Party.

3.2. The Internet is a worldwide system of independent, interconnected networks and computers. n'cloud has influence only on those systems that are located in its network and can therefore not guarantee error-free services beyond that.

3.3. Insofar as n'cloud provides free services, these can be discontinued at any time and without prior notice. The Contracting Party has no claim to reduction, reimbursement or damages.

3.4. n'cloud may involve third parties and subcontractors in the performance of the contract.

3.5. n'cloud endeavors to ensure the permanent availability of its infrastructure (computer centers, servers, Internet lines, etc.). For repair purposes in the event of unexpected system failures, n'cloud may limit the availability of services and restart individual systems at any time and without notice.

3.6. Delays in delivery and performance due to force majeure and due to events which make it significantly more difficult or impossible for n'cloud to provide the n'cloud Services - in particular, strike, lockout, official orders, the failure of communication networks and gateways of other operators, even if they affect suppliers or subcontractors of n'cloud or their subcontractors, agents or occur with operators of sub-node computers authorized by n'cloud - entitle n'cloud to extend the delivery period or service provision by the duration of the event plus a reasonable start-up time. If such events last uninterruptedly longer than 2 weeks, n'cloud is entitled to terminate the contract without notice.

4. Obligations of the Contracting Party

4.1. Depending on the scope of the n'cloud Services, close cooperation between n'cloud and the Contracting Party may be necessary. In this case, interim milestones and collaboration and acceptance obligations are defined in the individual contract. If the Contracting Party fails to comply with its cooperation and acceptance obligations, n'cloud shall be released from its further duty to perform. Furthermore, n'cloud may invoice the Contracting Party, after a warning has been issued, for the amounts owed to it for immediate payment.

4.2. The Contracting Party undertakes to provide n'cloud at its own expense with all information, specifications, and data from its operating sphere required for the performance of the contract. In particular, it is obliged:

    4.2.1. to provide n'cloud with the information needed on existing technical equipment for the use of n'cloud Services and interfaces or - if necessary - to enable n'cloud to install necessary technical equipment at its premises;

    4.2.2. to name a contact person authorized to make binding decisions and instructions to n'cloud;

    4.2.3. to immediately notify all relevant changes from its operating area which may affect the provision of the n'cloud Services;

    4.2.4. to notify n'cloud immediately of any recognizable defects or damage (fault report) and to take all reasonable measures to identify the errors or harm and their causes or to facilitate and accelerate the rectification of the fault;

    4.2.5. to notify n'cloud within one month of any of the following circumstances: any change in the person or company data of the Contracting Party; in the case of partnerships, the inclusion or exclusion of individuals; any other actual or legal circumstance which has or may have a significant influence on the contract with n'cloud.

    4.2.6. to make available to n'cloud the possibility of remote maintenance and, if necessary, to provide access to the premises and access to the computer system, program library and data of the Contracting Party, insofar as this is necessary for the performance of the n'cloud Services.

4.3. The Contracting Party is responsible for the proper functioning of current hardware and software components on its end-devices (in particular programs, licensing, configuration and latest updates). n'cloud does not guarantee that n'cloud Services will function properly on systems of the Contracting Party that are technically defective or outdated.

4.4. The Contracting Party is obliged to keep its access data secret, to protect it from access by third parties and to change it at least twice a year.

4.5. The Contracting Party agrees to use the n'cloud Services exclusively per these GTC, the respective manufacturer's terms and conditions, and adequately and appropriately.

4.6. The Contracting Party undertakes to ensure and assume responsibility for the fulfillment of official requirements and administrative regulations, as well as for the receiving of formal approvals, insofar as these are currently or in the future required for the use of n'cloud Services by it.

5. Rules of use, responsibility for web content and transmission or retrieval of data

5.1. The Contracting Party is responsible for the use of the n'cloud Services from its access points, in particular for its web content or data storage. In particular, it is obliged,

    5.1.1. not to retrieve or offer information with illegal or immoral contents or in violation of the rights of third parties, nor to refer to such materials provided by third parties in any way or by setting links;

    5.1.2. to comply with applicable laws and to respect the copyrights, personal rights, name rights and trademark rights of third parties;

    5.1.3. not to use the n'cloud Services to damage or harass third parties, in particular not for unauthorized intrusion into third-party systems (*hacking*), spreading viruses of any kind or by sending unsolicited e-mails (*spamming*, *junk mail* and the like);

    5.1.4. to ensure that its scripts and programs used on the server of n'cloud are free of errors or are not so extensive that the provision of services by n'cloud could be disturbed thereby;

    5.1.5. to refrain from searching networks for open ports (accesses) of external computer systems; to cause unintentional replication of data (*dupes*, *mail relaying*) by configuring server services (e.g., proxy, news, mail and web server services); to falsify mail and news headers as well as IP addresses.

    5.1.6. not to sell, sub-license, assign for use or permit access to n'cloud Services in any way to any third party other than its directors, officers, employees, agents, partners or suppliers, provided that they have signed terms similar to these GTC, or an explicit authorization in writing was obtained from n'cloud.

5.2. n'cloud is in no way obliged to check the conformity of the contents of offers made by the Contracting Party with the law and compliance with these GTC. n'cloud reserves the right, however, to terminate the contract without notice in the event of indications or suspicion of a violation, and to switch off the corresponding

services immediately. Claims for damages as well as disclosure to authorities remain reserved, as well as legal and criminal steps.

5.3. If the Contracting Party violates clause 5.1, or if there are indications that the content of the website used by the Contracting Party violates applicable law or the rights of third parties, n'cloud is entitled to block this until the legal situation has been determined by a court or until the Contracting Party has provided evidence of the restoration of the contractual condition. Besides, n'cloud is entitled - after unsuccessful warning of the Contracting Party - to terminate the contractual relationship without notice. This shall not give rise to any claim for reduction, reimbursement or damages on the part of the Contracting Party.

6. Warranty

6.1. n'cloud warrants to the Contracting Party that, when used by the Contracting Party correctly and by the contract, the n'cloud Services comply with the specifications defined in the n'cloud offer and do not deviate from them to such an extent that their purpose is nullified or considerably reduced. The Contracting Party shall initially only be entitled to free troubleshooting. If n'cloud does not succeed in rectifying the error subject to warranty, the Contracting Party shall - at n'cloud's discretion - have the exclusive right to claim:

6.1.1. a workaround solution; or

6.1.2. termination without notice of the relevant n'cloud Service and reimbursement of compensation already paid in advance, less a portion corresponding to the period of use already completed.

6.2. If n'cloud sells third-party products (in particular hardware and software) to the Contracting Party, the warranty provisions and other provisions of the respective manufacturer of such third-party products shall apply. Defects and malfunctions of such third-party products and any restrictions and damages caused thereby shall be asserted by the Contracting Party directly against the manufacturer of such third-party products. If n'cloud provides services to the Contracting Party which are attributable to defects in third-party products, the Contracting Party shall compensate n'cloud for the time and costs incurred.

6.3. Any further warranty is excluded. In particular, n'cloud's warranty shall lapse to the extent that there is a deviation from the described or permitted use or a defect is attributable to circumstances for which n'cloud is not otherwise accountable, e.g: non-compliance with the specifications of n'cloud or the manufacturers of hardware and software, changes to the Contracting Party's interfaces by the Contracting Party or third parties, improper use by the Contracting Party, disruptions or failures of the power supply, impacts on the n'cloud Services from outside of the sphere of influence of n'cloud, or violations of these GTC by the Contracting Party.

6.4. Warranty services within the scope of clause 6.1 of these GTC are provided and undertaken by appropriately trained specialists.

6.5. Necessary transportation and travel costs for the provision of services outside of the warranty services, as well as the costs for any consumables (removable media, ink ribbons, toners, etc.) shall be charged to the Contracting Party.

7. Rights of use of software and product or service names

7.1. Unless expressly agreed otherwise, the following provisions shall apply regarding the rights of use of software and product or service names of the services managed by n'cloud:

7.1.1. The Contracting Party shall be granted a non-exclusive, non-transferable right to use the software and other n'cloud Services for its internal use and limited to the duration of the contract with n'cloud. The software may not be made accessible to third parties. The source code shall only be handed over if this has been expressly agreed.

7.1.2. The license terms of third parties' standard products shall apply insofar as they contain further restrictions.

7.2. If claims are asserted in connection with the subject matter of the contract (software development or other projects) due to infringement of intellectual property rights, the manufacturer of such software and products shall be solely responsible per such manufacturer's regulations. The Contracting Party must, therefore, assert all claims against the manufacturer. Simultaneously, however, it is obliged to notify n'cloud in writing within 30 calendar days.

7.3. If a court decision prohibits the use of the subject matter of the contract or parts thereof by the Contracting Party or if, in n'cloud's opinion, there is a threat of legal action due to the infringement of intellectual property rights, n'cloud has the right to choose between the following remedies:

7.3.1. to replace the product at the expense of the Contracting Party with a product does not infringe any intellectual property rights and which meets the requirements of the Contracting Party and is equivalent to the replaced product;

7.3.2. to terminate the corresponding n'cloud Service without notice.

8. Support and maintenance times

8.1. n'cloud offers a basic telephone support service on weekdays from 09:00 - 12:00 and 13:30 - 17:00 at n'cloud headquarters (not on Saturdays, Sundays and public holidays) in German and English. Services going beyond basic support may be agreed to in separate contracts.

8.2. All questions or error reports must be made by telephone to the n'cloud coordination center at +41 62 511 82 82. Direct calls to the technician can be authorized from this center. Within 2 hours during the support times defined above, the Contracting Party will receive confirmation that the report is being processed. n'cloud cannot, however, guarantee that it will also be rectified.

8.3. n'cloud undertakes to carry out maintenance during the term of the contract with the Contracting Party. The maintenance includes the elimination of any errors (depending on the cause, per clause 6 of these GTC, free of charge or against compensation by the Contracting Party), and the development and updating of the n'cloud Services.

8.4. As a rule, troubleshooting, support, and maintenance shall be provided remotely.

9. Deliveries of goods, Re-exportation

9.1. As a rule, delivery dates are not binding. Delivery dates shall only be deemed binding if they have been explicitly guaranteed as binding by n'cloud in writing. Delays in delivery will be notified to the Contracting Party in writing. The Contracting Party is not entitled to withdraw from the contract as a result of a delay in delivery and waives all claims for damages against n'cloud. The Contracting Party shall bear delivery and installation costs.

9.2. The benefit and risk of the contractual object shall pass to the Contracting Party as soon as the shipment has been handed over to the person performing the transport or has left n'cloud's business premises for shipment.

9.3. n'cloud is entitled to make partial deliveries unless otherwise agreed in writing between the Parties.

9.4. The Contracting Party acknowledges that the re-export, namely of hardware, may be prohibited by laws or only permitted after receipt of a special permit. In the event of a possible sale of a product by the Contracting Party which falls under the aforementioned re-export ban, the Contracting Party shall observe this export ban and pass it on to the new owner.

10. Prices, Remunerations, Terms of payment, Retention of title

10.1. All agreed prices for n'cloud Services are quoted in Swiss francs (CHF) and are exclusive of VAT and other public charges unless otherwise stated.

10.2. The agreed prices do not include costs of delivery, packaging or other ancillary product costs.

10.3. In principle, all flat-rate agreed prices for n'cloud Services must be paid in advance, e.g., for installation and maintenance. The invoices issued by n'cloud must be paid net within 30 calendar days (fixed date). After expiry of the payment period, the Contracting Party is automatically in default without a reminder. Any objections to the invoice must be raised in writing by the Contracting Party within the payment period. If no objections are raised within the payment period, the invoice shall be deemed accepted by the Contracting Party.

10.4. n'cloud Services invoiced on a time and material spent bases, such as support and troubleshooting, shall be invoiced monthly in arrears, including, but not limited to, effectively used support. Support is always provided by remote maintenance, but if the Contracting Party requests or if the problem requires the deployment of an n'cloud employee on site, the travel time will also be charged as working time, in addition to the travel costs and any overnight accommodation costs. Support for all n'cloud products has been included in the contract since January 1, 2021.

10.5. The prices for the n'cloud Services are as per the current price list. Price changes shall be communicated to the Contracting Party as early as possible. n'cloud may demand price adjustments of up to 10% p.a., without observing the notice period (currency risk and license surcharges by suppliers).

10.6. For orders of CHF 5,000 or more, the following terms of payment shall apply: The Contracting Party shall pay 50% of the order value when the order is placed; the remaining amount shall be invoiced by n'cloud after completion of the work or in partial invoices according to the progress of the work, at the end of each month. n'cloud may demand an appropriate down payment from the Contracting Party for orders of products which n'cloud does not offer in its product range or for orders with a high proportion of hardware.

10.7. The Contracting Party shall reimburse n'cloud for incidental collection costs.

10.8. Delivered goods remain the property of n'cloud until the purchase price has been paid in full. n'cloud accordingly reserves the right to have a retention of title to be entered in the relevant register. The pledging or transfer of the goods as security by the Contracting Party is not permitted. Intellectual property rights are not transferred to the Contracting Party. Any processing or transformation of the products takes place for n'cloud as the owner or entitled party, but without any obligation for n'cloud. If the (joint) ownership of n'cloud expires due to a combination or sale of the goods, it is agreed that the resulting claims of the Contracting Party pass to n'cloud.

10.9. Excess amounts paid for subscriptions shall be refunded at the request of the Contracting Party, less a handling fee of at least CHF 20 for domestic accounts and at least CHF 50 for foreign accounts – subject to clause 12 unterhalb. Without specific demand for repayment, n'cloud is entitled to retain amounts paid in excess and to credit them to the Contracting Party as advance payment for future claims. The Contracting Party is not allowed to interest on the advance payment.

10.10. All agreed amounts are exclusive of tax deductions and withholdable taxes or exclusive of fees and charges. All such additional costs, including but not limited to freight charges, insurance premiums, fees for approvals, levies and duties, shall be borne by the Contracting Party.

11. Default

11.1. n'cloud is entitled to suspend or block its services if the Contracting Party is in default of payment. In this case, the Contracting Party has no claim to a performance by n'cloud and remains obliged to pay the periodically due fees. A processing fee of at least CHF 50 will be charged for reactivation.

11.2. n'cloud is also entitled to charge default interest of 8% p.a. in the event of default in payment.

11.3. If the Contracting Party defaults on payment of the fees or parts thereof for two consecutive billing periods, n'cloud may terminate the contractual relationship without notice.

11.4. n'cloud reserves the right to assert further claims due to the default of payment, in particular for costs incurred by n'cloud as a result of collection and enforcement proceedings. For reminders, n'cloud may charge reminder fees of at least CHF 20 per reminder.

11.5. Furthermore, n'cloud is entitled to assign or sell the outstanding invoice amount plus reminder fees and interest on arrears to third parties for collection. n'cloud shall charge to the Contracting Party its costs for such assignment of CHF 60 when transferring the claim to the debt collection agency.

12. Security deposit

12.1. In the event of repeated default in payment, n'cloud shall be entitled to demand advance payment or security (bank guarantee, surety, etc.) from the Contracting Party in the amount of the added invoice amounts of the last 2 months prior to the occurrence of the default, or at its reasonable discretion, measured against the average of the expected future turnover.

12.2. The Contracting Party undertakes to provide the security requested by n'cloud immediately. Otherwise, n'cloud is entitled to terminate the contract without notice.

13. Minimum duration / Termination of the contract

13.1. The contract shall enter into force in the manner as set out in clause 2 oben. However, n'cloud's obligation to perform shall not commence until the first payment of the Contracting Party to n'cloud's account has been received.

13.2. Unless otherwise agreed, the minimum contract term shall be 1 year. After the expiration of the minimum period, the notice period for termination is 30 days, with effect as of the end of the following month.

13.3. Termination must be made by registered letter.

13.4. n'cloud or the Contracting Party may terminate the contract at any time and without notice if bankruptcy, insolvency, composition or similar proceedings have been instituted against one of the Parties or if a petition for such proceedings has been filed. The Parties are obliged to inform each other immediately of any such facts. If n'cloud would become insolvent, an insolvency administrator will replace n'cloud and coordinate the surrender of the data. The Contracting Party also has the option of copying the data from the cloud.

13.5. n'cloud may also terminate the contract at any time and without notice

13.5.1. if the system environment of the Contracting Party is found to be incompatible with the n'cloud Services;

13.5.2. if third-party products and services ordered by the Contracting Party are discontinued; or

13.5.3. in case of violation of essential provisions of these GTC or the contract by the Contracting Party.

13.6. Upon termination of the contractual relationship, the objects and documents owned by n'cloud and provided to the Contracting Party shall be returned to n'cloud immediately, but no later than 14 calendar days after termination of the contract, with the Contracting Party bearing all costs and risks until receipt by n'cloud. If the Contracting Party does not comply with this obligation to return the goods, it shall be obliged to pay damages in the amount of the replacement value of the items and documents, unless higher damages can be proven.

13.7. In the event of premature termination of the contract for reasons for which the Contracting Party is responsible, n'cloud shall be entitled to claim damages in the amount of the remuneration that would have been due for the remaining term of the contract. n'cloud reserves the right to assert further claims.

14. The right of set-off and retention, Assignment, Transfer

14.1. n'cloud may offset its claim against counterclaims of the Contracting Party.

14.2. The Contracting Party waives the assertion of retention and set-off rights against n'cloud.

14.3. All contractual rights and obligations are - subject to agreements to the contrary - neither transferable nor can they be assigned to third parties.

15. Limitation of liability and indemnification

15.1. n'cloud shall endeavor to provide access to the n'cloud Services 365 days a year and 24 hours a day, but shall not be liable for temporary unavailability, delays in transmission or malfunctions. The n'cloud Services may be temporarily unavailable or only available to a limited extent due to maintenance work, adaptations or for other reasons, without the Contracting Party being entitled to any claims against n'cloud. Liability for business interruptions, malfunctions and loss of data is excluded.

15.2. Despite the use of high n'cloud security standards to protect the Contracting Party's data, the transmission of data via the Internet is not entirely secure. n'cloud cannot guarantee the complete security of the stored data or data transmitted via the n'cloud Services or the Internet against unauthorized access or use by third parties, viruses, trojans or other third parties. Any input of data by the Contracting Party shall, therefore, be at the Contracting Party's own risk.

15.3. n'cloud grants and is liable to the extent as required by law with its backup product for the storage and safeguarding of Contracting Party data. The data is stored in at least two different data centers in Switzerland and is protected against access by third parties.

15.4. The data made available to n'cloud for backup purposes shall always remain the property of the Contracting Party. n'cloud shall not be entitled to use this data at any time or in any form.

15.5. n'cloud shall not be liable if it is prevented from timely or proper performance for reasons beyond its control. In particular, any liability for damages in the event of force majeure and from the non-fulfillment of obligations by the Contracting Party is expressly excluded. n'cloud is in particular not liable in the following cases:

15.5.1. damages in case of malfunctions due to lack of compatibility of the system environment of the Contracting Party or when the Contracting Party uses outdated versions in its system environment;

15.5.2. damages resulting from malfunctions of infrastructure and other services of third parties, even if these are subcontractors called in by n'cloud;

15.5.3. electronic messages which are not transmitted correctly or at all, or which are intercepted by third parties;

15.5.4. processing errors in the processing of business transactions via the Internet (electronic commerce), in particular, transmission errors of credit card data or other payment information.

15.6. Any liability of n'cloud and its agents or subcontractors for a specific technical or economic success, for lost profits, against claims of third parties, as well as generally for negligence is excluded to the extent permitted by law.

15.7. The responsibility for the transactions made via the n'cloud Services, the processed personal data, and compliance with the applicable legal and regulatory regulations lies with the Contracting Party. The Contracting Party undertakes to fully indemnify n'cloud against any claims by public authorities or third parties in this connection, including for damages and costs (including court and lawyer's fees), and, at n'cloud's request, to take over the handling of such proceedings.

15.8. Any liability on the part of n'cloud for the products of third parties as well as for infringement of intellectual property rights is excluded. The manufacturers of the products and software in question are solely responsible in the event of violations of third-party intellectual property rights.

16. Data protection

16.1. n'cloud undertakes to only process the data of the Contracting Party that come to its knowledge in compliance with Swiss data protection legislation.

16.2. n'cloud collects the data of the Contracting Party when placing an order. This takes place either within the framework of a contract initiation in direct contact between the Contracting Party and n'cloud or online via the corresponding web forms. Besides, depending on the service, various data are recorded about the technical infrastructure of the Contracting Party, e.g., serial numbers of hardware, licensing of software, network environment, access data, installation routines, IP addresses, etc., and the data is stored in the n'cloud. This data collection is carried out exclusively for comprehensive contractual partner support.

16.3. When visiting the n'cloud website, the following information is stored on each visitor, which is however only used for statistical purposes and does not allow any personal conclusions to be drawn about the individual user: IP address used, browser incl. version, operating system incl. version and (if available) the domain which led to www.ncloud.swiss (search engine, banner, etc.). n'cloud may also use the IP address of the Contracting Party to ensure compliance with these GTC or the security of the n'cloud Services, the n'cloud website or of other users.

16.4. The data collected by n'cloud will only be used for contract performance. Besides, n'cloud is also entitled to use the data to provide information about other n'cloud products, about current special features or changes to n'cloud Services and to send its newsletter. The Contracting Party has the right at any time to demand that it not be contacted for marketing purposes. Irrespective of the advertising preferences stated n'cloud might continue to send administrative e-mails, including, for example, updates to these GTC.

16.5. Since n'cloud partly involves third-party providers and subcontractors for the performance of the contract (cf. clause 3.4 oben, among other things for the lease of lines, for ordering hardware, software, licenses, domains, for invoicing, receivables management, etc.), it may be necessary within the framework of the performance of the contract for such third-party providers and subcontractors to have access to the data of the Contracting Party. n'cloud accompanies the third-party providers always (installation of programs, repair of server systems) and does everything in its power to ensure that third-party providers do not access data. Third-party providers are only granted access if they have previously signed a confidentiality agreement.

16.6. Beyond this, no Contracting Party data will be transferred or communicated to third parties unless a court orders this. Exceptions are address information for licensing purposes, some of which must also be disclosed to companies outside of Switzerland.

16.7. n'cloud protects the Contracting Party data as required by law. Accordingly, n'cloud shall take appropriate technical and organizational measures, in particular, to preserve access to the data, its transport, storage, and entry. Also, n'cloud has obtained appropriate contractual assurances from the third-party providers and subcontractors it has called in to perform the contract and who have access to the data of the Contracting Party, which guarantee appropriate protection.

16.8. When processing personal data for the purposes described herein, n'cloud relies on the consent of the Contracting Party, on its legitimate interest in communication with the Contracting Party as a business contact,

on its right and obligation to perform the contract or on any other reason for the lawful processing of the personal data in accordance with the applicable laws and regulations.

16.9. The Contracting Party shall be entitled to demand information about its data processed by n'cloud. The Contracting Party has the right to restrict the processing of its personal data as well as the right to complain with the data protection supervisory authorities (*Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter*) regarding the processing of its personal data.

17. Obligation to secrecy

17.1. The Parties mutually undertake to keep confidential all data and information not generally accessible to the public which they receive in connection with the performance of their contractual relationship about the other Party and its contractual partners. In particular, the details of the contractual relationship and the data transmitted and stored by the Contracting Party in connection with the use of the n'cloud Services shall be deemed confidential.

17.2. The Parties undertake to take measures to protect against unauthorized access by third parties and also oblige subcontractors, specialists, and assistants to maintain secrecy.

17.3. The n'cloud Services contain trade and business secrets of n'cloud. The Contracting Party undertakes not to make the n'cloud Services accessible to third parties.

17.4. n'cloud shall be entitled to disclose the identity and addresses of the Contracting Party as well as contents to the authorities in the event of indications of illegal or immoral acts or infringements of third-party rights.

17.5. The mutual confidentiality obligations shall continue indefinitely even after the termination of the contractual relationship between the Parties. The use for other purposes than the fulfillment of the contract or the making accessible to third parties is also prohibited after the end of the contract.

18. Place of jurisdiction, Applicable law, Miscellaneous

18.1. The exclusive place of jurisdiction for any disputes between n'cloud and the Contracting Party shall be the courts in 5600 Lenzburg (Switzerland).

18.2. The contractual relations between the Parties shall be governed exclusively by Swiss substantive law, to the exclusion of international private law and treaties (including the Vienna Convention on Contracts for the International Sale of Goods).

18.3. Should individual provisions of these GTC be invalid or legally ineffective, the remaining provisions shall continue to apply. In this case, void or legally ineffective provisions shall be replaced by lawfully effective provisions the economic effects of which are as close as legally permissible to those of the ineffective provisions.

Seengen, 01. January 2021

The Management