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## AdNovum ClientConnect - Terms and Conditions

AdNovum Informatik AG, Röntgenstrasse 22, 8005 Zürich (AdNovum) is operating a client-portal called "ClientConnect" for some of its Customers (legal entities, state institutions) with a ticket system and the possibility to exchange files between AdNovum and the respective client. A Customer can nominate certain people who it allows to access the platform ("Users").

The subject of these Terms and Conditions is the use of the AdNovum ClientConnect portal by the Customer and the Users. Depending on the specific circumstances, ClientConnect enables the Users to access a ticketing system ("Support Tickets" and "Project Tickets"), to exchange files with AdNovum ("File Share"), to collect software deliveries ("Deliveries"), to access education modules ("NEVIS yoU") and to read the online NEVIS Documentation ("NEVIS Documentation"). Additional features may be added in the future. The scope of use depends on separate agreements between AdNovum and the Customer which in case of a conflict take precedence over these Terms and Conditions for ClientConnect.

### Access to ClientConnect / User Accounts and Responsibilities

The User accesses ClientConnect via a login to the ClientConnect portal. User accounts are created by AdNovum on Customer's request. An independent registration by a User is not possible. A Customer has to designate at least one Responsible Person who will be informed on changes regarding a Customer's project.

Customer is solely responsible for the selection of Users who can access ClientConnect. Customer and User shall provide AdNovum with accurate User information, as required by AdNovum. AdNovum will at its discretion verify the information as it deems necessary.

A User account may only be used by one person; the sharing of User accounts is prohibited.

The respective User and the Customer are fully responsible for all usage and activity on a certain User account, including, but not limited to, use of the account by a third party. User and Customer shall notify AdNovum immediately of any unauthorized use of a User Account or any other breach of security.

ClientConnect may only be used for purposes consistent with the Customer's agreement with AdNovum and in compliance with all applicable laws, including, without limitation, copyright, trademark, obscenity and defamation laws. User and Customer agree not to transmit through ClientConnect any unlawful, harassing, abusive, threatening, vulgar, obscene or otherwise reasonably objectionable material of any kind. User and Customer are jointly and severally liable for the content of the information (language, images, sounds, computer programs, databases, audio/video files, etc.) transmitted by them via ClientConnect.

A User may deactivate its User Account at any time. However, under certain circumstances, a User may be obligated to deactivate its User Account. A User must deactivate its User Account if the User leaves the Customer's organisation or if the User changes its role or function within the Customer so that it no longer requires access to ClientConnect. The Customer ensures that it will inform AdNovum immediately on any deactivation that may be necessary.

AdNovum reserves the right, in AdNovum's sole discretion, to suspend or delete any User account that it believes breaches the obligations mentioned in these Terms and Conditions.

## Technical Users

On the Customer's request, AdNovum may create so called Technical Users. Technical Users only have access to downloading deliverables.

The credentials of a Technical User may be shared within the Customer's organisation. In general, accounts of Technical Users are only valid for a limited period of time as agreed between Customer and AdNovum. Without a deviating agreement, a Technical User's account is active for three months.

The Customer ensures that it will take the necessary measures to make sure that only people that are allowed to access ClientConnect via a Technical User's account are allowed to do so. In case an employee leaves the Customer's organisation, Customer makes sure that the password is changed or there are other measures taken to ensure that the employee who left the Customer's organisation no longer has access to ClientConnect.

## Ticketing System and File Share

Users can upload and remove data in the File Share application freely.

Access to the Ticketing System and File Share is project-related, i.e. a User can only access data and files of projects to which it was admitted to by the Responsible Person(s).

Customer and Users are obligated to comply with the contractual and intended use of the storage space and the services in this respect. Only data that is relevant for the cooperation between AdNovum and Customer shall be transmitted via ClientConnect.

Customer is responsible for the content of the information (language, images, sounds, computer programs, databases, audio/video files, etc.) which Customer and Users nominated by Customer transmit.

Any conduct that AdNovum, in its sole discretion, believes to breach the aforementioned obligations will not be permitted. AdNovum reserves the right, in its sole discretion, to remove or edit any content submitted by any User.

## Collecting of Software Deliveries

In case Customer and AdNovum have agreed accordingly, ClientConnect may be used by AdNovum for the delivery of software ordered by the Customer, usually as binary code and exceptionally as source code. The delivery does not affect Customer's and AdNovum's rights and obligations under the agreements in force between them. Rights and Obligations, in particular, Customer's rights to the delivered applications (copyrights, etc.), shall be governed exclusively by the respective agreements about the creation and/or delivery of the deliverable concerned.

## Data Privacy and Security

AdNovum uses appropriate technical and organizational measures to protect the data that are processed on ClientConnect. The measures are designed to provide a level of security appropriate to the risk of processing the data. In particular, ClientConnect includes protection against malware.

AdNovum also technically secures access to User accounts. However, Users must fulfil the usual duties of care in order to prevent misuse of their accounts, in particular choosing a secure password and keeping it secret.

User and Customer understand that AdNovum processes personal data in accordance with applicable Data Protection Laws (and according to a separate Privacy Policy). The principle of data minimization is of particular concern to

AdNovum. AdNovum therefore does not process more data than is necessary for the use of ClientConnect. On the other hand, User and Customer are required to minimize the transfer of sensitive data via ClientConnect, in particular in connection with the Ticketing System. User and Customer shall not transmit any data that contains Customer-Identifying-Data (CID) or that is classified as confidential for other reasons.

## **Limitation of Liability**

ClientConnect is provided on an "as is" basis without warranties of any kind, either express or implied.

Customer and User expressly agree that the use of ClientConnect is at their sole risk. Neither AdNovum nor any of AdNovum's affiliates, employees, agents, third-party content providers or licensors do warrant that use of ClientConnect will be uninterrupted or error free. Further, AdNovum does not make any warranty as to the results that may be obtained from the use of ClientConnect, nor as to the accuracy, reliability or content of any information, service, or merchandise provided through ClientConnect.

To the fullest extent permissible by applicable law, in no event shall AdNovum be liable to the Customer or a User for any lost profits, cost of substitute good or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect damages on any causes of action arising out of use of ClientConnect or any alleged failure or performance, error, omission, interruption, deletion, defect, or delay in service, operation, or transmission of ClientConnect, or any alleged computer virus, communication line failure, theft or destruction of property, and/or unauthorized access to, alteration, or use of or posting of any record, content, or technology, pertaining to or on ClientConnect. Without limiting the generality of the foregoing, Customer also specifically acknowledges that AdNovum is not liable for any actual or alleged defamatory, offensive, or illegal conduct of any User of ClientConnect or any other third parties.

## **Controlling Law**

These Terms and Conditions are governed by Swiss law except for its conflicts of laws principles.

## **Modifications**

AdNovum may change or discontinue any aspect, service or feature of ClientConnect at any time, including, but not limited to, content, availability, and equipment needed for access or use.

AdNovum may also revise these Terms from time to time to better reflect:

- (a) changes to the law or regulatory requirements,
- (b) improvements or enhancements made to our Services, or
- (c) changes to the separate agreements with the customer.

If an update affects the User's use of ClientConnect, AdNovum will notify the User on the login page.