



General Terms and Conditions (GTC)

§ 1 Scope of Application

- 1.1 These general terms and conditions (hereinafter "GTC") apply in addition to the individual contracts between N3TEAM AG, CHE-458.602.402, Zihlmattweg 42, 6005 Lucerne, Switzerland (hereinafter "N3TEAM AG"), and its customers (hereinafter "Customer" or "Customers"; N3TEAM AG and the Customer hereinafter jointly referred to as the "Contracting Parties" or "Parties") in connection with the services provided by N3TEAM AG to the Customer, in particular development services and consulting services (hereinafter collectively referred to as "Services"). Services are provided either at the Customer's premises or at the premises of N3TEAM AG, at N3TEAM AG's discretion.
- 1.2 These GTC apply exclusively. Any general terms and conditions of the Customer apply only if and to the extent that N3TEAM AG has expressly and in writing acknowledged them. In particular, silence on the part of N3TEAM AG regarding such deviating conditions shall not be deemed acceptance or consent, not even for future contracts. These GTC shall apply in place of any general terms and conditions of the Customer (e.g. purchasing terms), even if such terms stipulate that the acceptance of an order shall be deemed unconditional acceptance of the Customer's terms and conditions.
- 1.3 These GTC shall also apply in their respective versions as a framework agreement for future contracts concerning services provided by N3TEAM AG to the same Customer, without N3TEAM AG having to refer to them again in each individual case.
- 1.4 Where individual agreements are made with the Customer in specific cases, these shall take precedence over these GTC. The content of such agreements shall be determined by a written contract or written confirmation from N3TEAM AG.
- 1.5 Legally relevant declarations and notifications by the Customer to N3TEAM AG after conclusion of the contract (e.g. setting deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing to be valid.
- 1.6 These GTC replace all previous versions of the GTC of N3TEAM AG as of May 1, 2025. For existing contractual relationships, they shall apply unless the Customer objects in writing within 30 days of receipt.

§ 2 Intellectual Property Rights

- 2.1 N3TEAM AG expressly retains all intellectual property rights to all services, documentation, and other

materials – including in electronic form. Unless otherwise agreed, the provision of services does not create any intellectual property rights of the Customer or grant any license.

- 2.2 The Customer undertakes not to make the above-mentioned materials accessible to third parties, unless N3TEAM AG has given its express written consent.

§ 3 Conclusion of Contract

- 3.1 Communications from N3TEAM AG labeled as an "offer" are non-binding and subject to change. They constitute an invitation to the Customer to submit a binding offer.
- 3.2 The Customer's order of services shall be considered a binding contractual offer. Unless otherwise stated in the order, N3TEAM AG is entitled to accept this offer within two weeks of its submission. By placing an order, the Customer acknowledges the applicability of these GTC.
- 3.3 A contract is only concluded – even in ongoing business relations – when N3TEAM AG accepts the Customer's order. Acceptance may be declared in writing (e.g. by order confirmation) or by rendering the services to the Customer. The content of the contract is determined by N3TEAM AG's order confirmation.
- 3.4 N3TEAM AG is entitled to use subcontractors in the provision of services.

§ 4 Customer Obligations to Cooperate

- 4.1 The Customer shall actively and timely support N3TEAM AG, its employees, and any third parties engaged in service delivery. The Customer shall provide all necessary data, information, and documents in due time. Electronic data must be submitted in a machine-readable format. If the Customer fails to meet these obligations, they shall bear any resulting consequences or additional costs, which will be invoiced at N3TEAM AG's applicable rates. After an unsuccessful reminder, N3TEAM AG may terminate the contract for cause.
- 4.2 The Customer shall inform N3TEAM AG of developments, incidents, and findings that may be relevant in connection with the fulfillment of the contract or the contractual relationship, unless legal or contractual confidentiality obligations prohibit such disclosure.

- 4.3 If N3TEAM AG engages third parties (e.g. subcontractors, project partners, or freelance specialists) in the performance of services and the Customer becomes aware of them through the collaboration, the Customer agrees not to engage such third parties directly or through others for services related to the work delivered by N3TEAM AG, without express written consent.

This obligation applies during the contract term and for a period of twelve months thereafter. In case of violation, the Customer shall pay a contractual penalty of CHF 50,000 per incident. Claims for further damages remain expressly reserved.

§ 5 Service Hours

- 5.1 Unless otherwise agreed in a separate Service Level Agreement (SLA), the availability of services provided by N3TEAM AG is from Monday to Friday, 08:00 to 12:00 and 13:30 to 17:00, excluding public holidays at the respective location of service performance. In all cases, national and regional public holidays in Switzerland, Germany, Austria, and Spain are considered public holidays. Support requests must be submitted via the ticketing system or by email. For telephone inquiries made outside this standard procedure, an express surcharge may apply (see clause 6.9). No guaranteed response or intervention times are provided.

§ 6 Remuneration and Payment Terms

- 6.1 The remuneration for the services rendered is determined by the individual contract, acceptance of an offer, or order confirmation by N3TEAM AG. Unless otherwise agreed by the parties, remuneration is based on time and materials at the hourly rates set out in the current N3TEAM AG price list in CHF, plus applicable VAT. In addition, travel and expense costs will be invoiced as agreed with the Customer. If no hourly rate results from the above agreements or price list, N3TEAM AG will charge CHF 250 per hour (including travel time) and CHF 0.70/km for travel expenses.
- 6.2 Invoices will be sent via email. Payment is due immediately, with a payment term of 14 days from the date of invoice. The Customer will be in default without any further reminder after expiry of the payment period. A default interest rate of 8% p.a. applies. N3TEAM AG may issue payment reminders, charging CHF 25 for the first reminder and CHF 75 for each additional reminder.
- 6.3 Payments must be made directly by the Customer. Payments by third parties are not accepted.
- 6.4 The Customer is not entitled to offset any claims against N3TEAM AG's claims. This applies even if the Customer asserts claims for defects or counterclaims from the same contract.
- 6.5 The Customer's right of retention is excluded to the extent permitted by law.
- 6.6 Until all outstanding claims are settled, N3TEAM AG is released from its obligation to provide further services. If the Customer is in default of payment, N3TEAM AG may:

- (i) suspend all contractual services until full payment is received (including disabling or deactivating systems and services);
- (ii) at its discretion, make further service provision subject to security payments;
- (iii) declare all outstanding claims due immediately;
- (iv) terminate the contract for cause pursuant to § 12.

- 6.7 All prices stated in these GTC or other documents are exclusive of VAT.

- 6.8 If a contract is unilaterally terminated by the Customer before completion, all hours effectively performed will be invoiced, regardless of the outcome achieved. If the cancellation or a significant postponement of a planned engagement occurs less than 4 business days before the agreed date (for engagements up to 8 hours), or less than 10 business days (for engagements over 8 hours), 50% of the originally agreed time or internal estimated effort will additionally be invoiced, unless otherwise mutually agreed.

- 6.9 For services outside normal support hours or in case of telephone contact made outside the ticket system, N3TEAM AG reserves the right to charge an urgency surcharge of 50%. Billing in these cases is made in 15-minute increments (any started increment counts as a full one).

§ 7 Rights to Deliverables

- 7.1 N3TEAM AG reserves the right to grant the Customer full usage rights to the delivered services only after full payment has been received. Any physical goods delivered shall remain the property of N3TEAM AG until full payment has been made.

§ 8 Products & Services from Third-Party Providers

- 8.1 If, as per § 5, no separate administrative effort is agreed for services and products procured from third-party providers (such as ALSO, Microsoft, etc.) on behalf of the Customer, N3TEAM AG will charge a 10% markup on the invoice amount from the third-party provider.
- 8.2 For the cancellation of cloud infrastructure or software products that have been specifically procured and/or licensed from third-party providers (especially ALSO, Microsoft, etc.) for the Customer, all termination periods, obligations, and purchase commitments from the respective third-party contracts will be transferred directly to the Customer.

§ 9 Acceptance, Inspection, and Notification of Defects

- 9.1 N3TEAM AG performs its services professionally and with due care. The warranty covers only the explicitly guaranteed features of the contractual scope of services. Only those characteristics that are expressly designated in writing by N3TEAM AG as guarantees or guaranteed features shall be considered as such. The Customer's warranty rights expire six months after acceptance, delivery, or installation of the contractual services.

- 9.2 Contractual services or partial services delivered by N3TEAM AG that are subject to acceptance due to their nature as work products – including system software and configurations – must be inspected by the Customer within 10 days after delivery or provision. Any complaints must be reported within this period. If installation is carried out by N3TEAM AG, acceptance takes place upon installation. If the contractual service is not subject to formal acceptance, the Customer must inspect the deliverables immediately upon receipt and notify N3TEAM AG in writing with a substantiated complaint within 14 days of delivery. After acceptance, successful inspection, or failure to notify within the specified period, the deliverables are deemed approved.
- 9.3 The Customer's warranty claims are limited to rectification of defects. N3TEAM AG does not warrant that the delivered or developed services will operate uninterrupted or error-free in all configurations, with all data, IT systems, or programs used by the Customer. Warranty is excluded if the Customer modifies hardware or software, or has such modifications performed by third parties, and cannot prove that the reported defects were not caused (in whole or in part) by such changes or that the defect correction is not hindered by them. Warranty also lapses if the Customer fails to meet its obligations to cooperate properly.
- 9.4 For hardware and software provided by other manufacturers or vendors (hereinafter "third-party providers"; their products "third-party products"), N3TEAM AG does not provide any warranty. Upon request and at the Customer's expense, N3TEAM AG may assert warranty claims against such third-party providers based on their contractual or legal terms and conditions. N3TEAM AG hereby assigns all warranty claims against such third-party providers to the Customer. If a defect in a third-party product (e.g., a manufacturer defect) results in additional effort for N3TEAM AG (e.g., reinstalling or reprogramming a defective device), such additional effort will be charged to the Customer.

§ 10 Delay

- 10.1 Unless otherwise agreed in writing, the service obligations of N3TEAM AG do not constitute fixed-date transactions. Deadlines are deemed met when the service is made available by N3TEAM AG. If N3TEAM AG is in default, the Customer must grant two written grace periods of reasonable length before being entitled to terminate the contract by setting an additional reasonable deadline.

§ 11 Limitation of Liability

- 11.1 Unless otherwise stated in these GTC or the provisions below, N3TEAM AG is liable only for intent and gross negligence. Any other liability of N3TEAM AG, regardless of legal grounds, is excluded. In all cases, the liability of N3TEAM AG is limited to compensation for foreseeable and typical damage.
- 11.2 In particular, N3TEAM AG is not liable for indirect or consequential damages, including lost profits, data loss, or reputational harm. N3TEAM AG is not liable for

third-party products. Furthermore, N3TEAM AG is not liable for performance delays or failure due to force majeure.

- 11.3 The Customer is solely responsible for data backups.
- 11.4 The above liability limitations apply equally to N3TEAM AG's senior management, employees, agents, and subcontractors.
- 11.5 The above provisions do not entail a reversal of the burden of proof.
- 11.6 N3TEAM AG shall not be liable for damages related to cyberattacks, data loss, or system failures resulting from insecure IT systems, insufficient protection measures, or inadequate data backups on the Customer's side. N3TEAM AG is particularly not liable for damages caused by malware, unauthorized third-party access, or the use of unsecured IT infrastructure by the Customer.

§ 12 Contract Duration and Amendments

- 12.1 Contracts enter into force upon signature or upon written or implied acceptance of the contractual document by the Customer. If not limited in time, contracts shall be deemed concluded for an indefinite term with respect to ongoing services.
- 12.2 Unless otherwise agreed, contracts may be terminated at the end of any contract year with a notice period of three months. If a minimum term was agreed, termination is only possible at the end of that term.
- 12.3 Contract amendments are valid only if confirmed in writing by both parties. N3TEAM AG may amend the prices (especially as per § 6) and/or any parts of the contract at any time. Such changes will be communicated to the Customer in writing. If the Customer does not agree, they must object within 30 days. In this case, the contract will be terminated after the 30-day period. If the Customer does not object within the 30-day period, the amendments are deemed accepted and become effective.
- 12.4 Either party may terminate the contract at any time with immediate effect for cause. Cause includes, in particular, a material breach of contract by the other party that is not remedied within ten calendar days despite written warning. In the event of payment default, N3TEAM AG may terminate the contract with immediate effect. Upon such termination, all claims and foreseeable future charges (e.g., subscriptions or contractually agreed services until the next possible termination date) become due immediately.

§ 13 Data Protection

- 13.1 The collection, processing, and use of the Customer's personal data (e.g., name, address, or email address) is carried out exclusively for the purpose of contract execution and always in accordance with applicable legal regulations.
- 13.2 The Customer agrees that N3TEAM AG may use the Customer's logo for marketing, reference projects, case studies, and publications on its website and social media channels without restriction. This

includes promotional use in the context of success stories or project experience. The Customer may withdraw this consent at any time.

- 13.3 The Customer has the right to obtain information at any time, free of charge, about their stored personal data, its origin and recipients, and the purpose of the data processing. The Customer also has the right to request correction, blocking, or deletion of such data. For these and other questions related to personal data, the Customer may contact N3TEAM AG at any time.

§ 14 Non-Solicitation

- 14.1 The Customer undertakes not to solicit, encourage to apply, or hire any employees of N3TEAM AG during the term of the contract and for a period of three years after its termination. In case of violation, the Customer shall pay a contractual penalty equal to the gross annual salary of the affected employee, but no less than CHF 50,000. Further claims for damages remain reserved.

§ 15 Final Provisions

- 15.1 If these GTC require written form, it is deemed fulfilled if the parties communicate via email, unless this form is explicitly excluded by mutual agreement. The parties shall designate the relevant email addresses accordingly. If no address is designated, "hello@n3team.com" shall be considered the address for N3TEAM AG, and the address used to place the order (cf. § 3.2) shall apply for the Customer.
- 15.2 The exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of N3TEAM AG. However, N3TEAM AG is also entitled to bring legal action at the general place of jurisdiction of the Customer.
- 15.3 The contractual relationship between the Customer and N3TEAM AG is governed exclusively by the substantive laws of Switzerland (excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 – CISG)
- 15.4 Amendments and additions to these GTC, as well as any side agreements, must be made in writing. This also applies to a waiver of the written form requirement.
- 15.5 Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with one that comes as close as possible to the economic intent of the original provision.

§ 16 Use of N3TEAM AG Cloud Products

- 16.1 Within the scope of the contractual relationship, N3TEAM AG provides the Customer with access to cloud-based software solutions and digital modules such as NBase or AuthLock (hereinafter "Products").

These Products are continuously developed and may be subject to changes in scope, design, or

functionality. There is no entitlement to specific features or permanent availability, unless this is expressly stipulated in a separate Service Level Agreement (SLA). The use of these Products is at the Customer's own risk. N3TEAM AG is not liable for damages resulting from improper use, incompatibility with the Customer's systems, insufficient IT security, or inadequate data backup on the Customer's side.

Unless otherwise agreed in writing, all usage and intellectual property rights in these Products remain with N3TEAM AG. Customizations, integrations, or extensions must be agreed and invoiced separately.

The Customer is responsible for the correct implementation and use of security-relevant features (e.g., authentication processes, role concepts, permission checks). N3TEAM AG assumes no liability for damages caused by incorrect or incomplete integration of the delivered components.

The above provisions apply in addition to the terms of these GTC.