



TERMS OF USE (MARCH 2024)

ONIVA LTD.

General information

Oniva Ltd is based in Dübendorf and operates the cloud-based event software Oniva ("Oniva" "APPLICATION").

CUSTOMER ("CUSTOMER" OR "CUSTOMERS") means the respective organisation or company that is directly or indirectly under the control of or under common control with a party to these Terms of Use. AUTHORISED ADMIN USERS are users on the part of the CLIENT with access to Oniva Admin to manage the Application.

By ordering an Oniva Event, Basic, Advanced, Premium or Enterprise annual licence and thereby entering into a licence agreement, the customer accepts the following terms of use.

1. Subject and scope of the Terms of Use

These Terms of Use regulate the conditions under which Oniva Ltd provides the ONIVA APPLICATION to the CUSTOMER for the duration of the respective contract and enables the use of the APPLICATION.

Furthermore, the Terms of Use regulate the provision and management of the APPLICATION by Oniva Ltd for CUSTOMERS in the form of SLA services in accordance with clauses 6 and 7.

The use of the APPLICATION includes the online administration, online processing, online publication and online dissemination (linking, integration on websites and social media portals) of events and offers, as well as enabling the storage of data by the CUSTOMER on servers operated by a technical partner of Oniva Ltd.

These Terms of Use do not cover (i) the connection of the CUSTOMER's computer systems to the Internet, which is the sole responsibility of the CUSTOMER, or (ii) the proper and regular backup of the data processed and disseminated via the APPLICATION.

2. Provision of the application

Oniva Ltd provides the APPLICATION to the CUSTOMER in the form of a Software-as-a-Service solution (SaaS), whereby the operation of the APPLICATION as well as the storage and processing of data in connection with the use of the APPLICATION takes place on servers operated by a technical partner of Oniva Ltd and the access of the users to the APPLICATION takes place via the Internet.

Oniva Ltd is authorised to call in technical partners it deems suitable to provide the APPLICATION.

3. Functional scope, nature and further development of the application

The scope of functions of the APPLICATION owed results from the licence level and overview of functions selected

in accordance with the offer / order confirmation on www.oniva.events/en and the scope of the other services incumbent on Oniva Ltd from the offer / order confirmation. A quality of the APPLICATION that goes beyond the functionality defined above is not owed. Oniva Ltd does not assume any guarantee for a specific quality of the APPLICATION. Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality specifications.

Oniva Ltd and any TECHNICAL PARTNERS OF ONIVA are constantly working on the further development of their products and services. The continuous further development of the ONIVA PLATFORM in the sense of an adaptation to the requirements of the current state of the art is therefore part of the Terms of Use. This includes optimisation, adaptation to technical progress and consideration of generally applicable current operating requirements. As part of the further development of the ONIVA PLATFORM in this respect, partial functions (such as codecs) may be changed or omitted, provided that this does not jeopardise the achievement of the purpose of the contract for the CUSTOMER. ONIVA Ltd shall inform the CUSTOMER in advance of any changes that significantly alter the ONIVA PLATFORM and thus the APPLICATION.

The scope of services for individual services ordered, such as installation, customisation and configuration services, connections or further developments, shall be based on the services agreed between the PARTIES in the offer / order confirmation.

Oniva Ltd provides the APPLICATION to the CUSTOMER in the form of a SaaS solution, whereby the operation of the APPLICATION as well as the storage and processing of data in connection with the use of the APPLICATION takes place on servers operated by ONIVA Ltd itself or by a technical partner of Oniva Ltd and the access of the users to the APPLICATION takes place via the Internet.

Oniva AG is authorised to call in technical partners it deems suitable to provide the APPLICATION.

4. Access to the application and authorised use

Oniva Ltd shall grant the CUSTOMER the opportunity to use the APPLICATION during the term of the contract in accordance with Oniva's product description by accessing the APPLICATION via the Internet. The performance obligation of Oniva Ltd thus extends to the availability of the servers and data paths used from the servers to the transfer point on the Internet ("BACKBONE") as well as the provision of the servers, storage and computing capacities and other hardware required for the use of the APPLICATION to the agreed extent for the duration of the contract. The provision of



the APPLICATION in accordance with the previous sentence shall be deemed to have been affected at all times during which the servers and data paths used by Oniva Ltd for the fulfilment of the contract are regularly accessible electronically from the BACKBONE.

The CUSTOMER is entitled to use the application up to the maximum number of "registrations", maximum "number of e-mails & SMS" specified in the offer(s)/order confirmation(s) from ONIVA Ltd for the contractual use and administration of the APPLICATION ("APPLICATION LICENSES") on the instance of the CUSTOMER and/or group companies of the CUSTOMER. The remuneration for any additional number of "registrations", e-mail & SMS is based on the individual offer or, if not listed / specified therein, on the published price list at www.oniva.events/en. A "registration" means an e-mail address registered in Oniva that has completed a booking process on the platform during the relevant licence period. A "registration" is a registration or cancellation, but also a cancelled booking. A user who visits a corresponding event website without completing the booking process does not count as a "registration". An e-mail & SMS is a message sent from Oniva to a recipient using the campaign function to an e-mail address or mobile phone number. Automated notifications from Oniva, such as booking confirmations, are excluded from this. The effective number of registrations and the number of e-mails & SMS messages will be determined no later than 30 days after the event has taken place, or the licence year has expired.

The customer is authorised to define the number of ADMIN USERS agreed in the offer(s)/order confirmation for the administration of the application. Oniva Ltd shall activate the corresponding AUTHORISED ADMIN USERS when the platform goes live.

5. Rights of use and reservation

Within the framework of the Terms of Use, rights or rights of use on the part of Oniva Ltd are only transferred or granted to the CUSTOMER – if at all – to the extent that this is essential for the fulfilment of the Terms of Use. Property rights are not transferred. The CUSTOMER recognises that he does not acquire any rights of his own with the temporary use of Oniva Ltd brands or trademarks. The CUSTOMER shall not be entitled to change or remove trademarks or labels used by Oniva Ltd in the context of the fulfilment of the Terms of Use.

Oniva Ltd grants the CUSTOMER the non-transferable, non-sublicensable, non-exclusive right, limited to the term of the contract, to access the functionalities of the APPLICATION via the Internet in accordance with the Terms of Use.

The CUSTOMER and the respective AUTHORISED ADMIN USERS are not permitted to reproduce, modify, distribute, sell, rent, reverse engineer, decompile, disassemble, translate into other programming languages any part of the services of Oniva Ltd or the software contained therein or parts thereof, extract, make available, identify

or attempt to extract the source code or any underlying ideas or algorithms, or knowingly use any software or obtain access to any software that acts, has been modified or produced in violation of the provisions of these Terms of Use; use or access any part of the Oniva Ltd Services or any software or portion thereof in any manner or for any purpose that could give rise to any liability under applicable law. that could give rise to civil liability under applicable law or constitute or encourage the commission of any misdemeanour or criminal offence or crime; remove or suppress any copyright notices, disclaimers or warnings contained in or displayed by any software; permit or grant USERS or any other third party the right to use any part of the Oniva Ltd Services or any software or parts thereof contained therein contrary to the provisions of the Terms of Use, to create derivative works or competitive products based thereon.

The CUSTOMER undertakes to ensure, by concluding appropriate contracts and facilities, maintaining and testing appropriate security precautions, that an AUTHORISED ADMIN USER or any third parties, insofar as they may come into contact with the services of Oniva Ltd in connection with the use of these services by the CUSTOMER, behave in accordance with the Terms of Use and in particular Section 5.

Should the CUSTOMER become aware that a USER or other third party has violated the provisions of this Section 5, the CUSTOMER shall immediately inform Oniva Ltd in writing and provide Oniva Ltd with all reasonable assistance in clarifying the circumstances of such a violation and the identity of the persons involved.

If the CUSTOMER violates any of the provisions of the above Section 5, all rights of use granted between the CUSTOMER and Oniva Ltd in accordance with the Terms of Use shall immediately become ineffective and shall automatically revert to Oniva Ltd. In this case, clause 13 shall apply accordingly. At the same time, Oniva Ltd shall have an extraordinary right vis-à-vis the CUSTOMER in such a case to terminate the licence agreement with immediate effect.

With regard to all CONTENT placed in the APPLICATION by the CUSTOMER or a USER that is protected by copyright or otherwise legally protected in accordance with Section 9.1, the CUSTOMER grants Oniva Ltd and the TECHNICAL PARTNERS OF ONIVA Ltd the necessary, non-exclusive, worldwide and perpetual rights to use this CONTENT exclusively for the purpose of providing the agreed services and only to the extent necessary for this purpose. In order for Oniva Ltd to provide the services, the CONTENT must, for example, be stored, reproduced, hosted on servers and made publicly accessible. The right of use granted to Oniva Ltd therefore includes in particular the right to technically reproduce the CONTENT integrated by the CUSTOMER or a USER and to make it publicly accessible, to the extent that the CUSTOMER has commissioned public accessibility. In the relationship between the PARTIES, the CUSTOMER is also responsible in particular for licensing the rights to music



that is part of the CONTENT and for paying the applicable fees to collecting societies. The right to make the CONTENT available to the public shall end at the point in time at which the CONTENT in question is removed from a specific service by the CUSTOMER or a USER.

6. Availability of the application

Oniva AG shall provide the CUSTOMER with the storage capacity required for the use of the APPLICATION in its own data centre or in a data centre operated by a technical partner of Oniva AG.

Oniva AG shall ensure the highest possible availability (best effort) of the APPLICATION. This excludes downtime resulting from maintenance and servicing work, data backups and software updates, as well as periods during which the server and/or data connections are unavailable due to technical or other issues beyond the control of Oniva AG (force majeure, fault of third parties, etc.).

For the purposes of this provision, the PARTIES understand availability to mean the ability of the CUSTOMER and its AUTHORISED ADMIN USERS to use the APPLICATION to the agreed extent. The required functionality and availability shall be limited to the common and current browser types supported by Oniva AG through updates or upgrades.

Oniva AG and/or the TECHNICAL PARTNERS OF ONIVA AG shall regularly carry out maintenance and servicing work and data backups on their systems to ensure network security, maintain network integrity and interoperability of the services, and protect data. For this purpose, Oniva AG and the TECHNICAL PARTNERS OF ONIVA AG may temporarily suspend or restrict their services, taking the CUSTOMER's interests into account, insofar as objectively justified reasons exist. Where possible, Oniva AG and the TECHNICAL PARTNERS OF ONIVA AG shall carry out maintenance work during periods of low usage. If longer temporary suspensions or restrictions of services are required, Oniva AG shall inform the CUSTOMER in advance of the nature, extent and duration of the impairment, insofar as this is objectively possible under the circumstances and provided that such notification would not delay the rectification of interruptions that have already occurred.

Oniva AG expressly draws the CUSTOMER's attention to the fact that restrictions or impairments of the services to be provided by Oniva AG (where applicable with the involvement of TECHNICAL PARTNERS OF ONIVA AG) may arise that are beyond the control of Oniva AG. These include, in particular, actions by third parties who do not act on behalf of Oniva AG, technical conditions of the internet over which Oniva AG has no influence, and force majeure. To the extent that such circumstances affect the availability or functionality of the services provided by Oniva AG (where applicable with the involvement of TECHNICAL PARTNERS OF ONIVA AG), this shall not affect the contractual conformity of the services provided by Oniva AG.

Restrictions or impairments of the available use shall therefore include, in particular, periods during which:

- a. there are disruptions in or resulting from the condition of services that are technically required for the use of the APPLICATION but are not to be provided by Oniva AG or the TECHNICAL PARTNERS OF ONIVA AG;
- b. there are disruptions or other events that are not caused, in whole or in part, by Oniva AG or the TECHNICAL PARTNERS OF ONIVA AG (e.g. the CUSTOMER exceeding the agreed permitted use of the APPLICATION); and
- c. there is an insignificant reduction in the suitability of the APPLICATION for its contractual use.

7. Service hours & technical support

The basic functions of the APPLICATION are monitored 24 hours a day, 7 days a week. Operational maintenance of the APPLICATION shall generally take place from Monday to Friday from 08:00 to 17:00, with the exception of public holidays, at the registered office of Oniva Ltd and/or at the registered office of TECHNICAL PARTNERS OF ONIVA Ltd ("OPERATIONAL MAINTENANCE TIME"). Oniva Ltd (if necessary, with the assistance of TECHNICAL PARTNERS OF ONIVA Ltd) shall rectify any faults or defects in the APPLICATION and restore the functionality of the APPLICATION within a reasonable period of time.

Categorisation of disruptions

Major disruption

A "MAJOR DISRUPTION" occurs when the use of the APPLICATION is impossible or severely restricted, for example due to malfunctions, incorrect work results or response times.

Medium disruption

A "MEDIUM DISRUPTION" exists if the use of the APPLICATION is not impossible or severely restricted, for example due to malfunctions, incorrect work results or response times, but at the same time the restriction(s) of use is/are not only insignificant.

Minor disruption

A 'MINOR DISRUPTION' occurs when the use of the APPLICATION is not immediately and/or not significantly/substantially affected, as might be the case with poorly defined default settings.

Response times and remedy periods

The "RESPONSE TIMES" and "REMEDY PERIODS" specified below shall apply, whereby these shall commence upon receipt of a complete and comprehensible notification of the fault by Oniva Ltd from the CUSTOMER:



Category	Reaction time	Remedy period
Major disruption	4 business hours	16 business hours
Medium disruption	Best Effort	Best Effort
Minor disruption	Best Effort	Best Effort

If, after submitting an enquiry to Oniva Ltd in relation to a suspected malfunction of the APPLICATION or in relation to TECHNICAL SUPPORT, it turns out that

- a. there is no actual defect or fault in the APPLICATION for which Oniva Ltd is responsible; and
- b. If the support effort exceeds 30 minutes per event and can be answered using the user manuals provided to the CUSTOMER by Oniva Ltd or the user instructions available online for the APPLICATION, or if the query in question has already been answered by Oniva Ltd in the past or if Oniva Ltd has provided training on the topic, Oniva Ltd is entitled to invoice the CUSTOMER for the work involved with corresponding advance notice at an hourly rate of CHF 150 plus VAT, billed in time units per half hour or part thereof.

8. Customer responsibility for content and exemption

With regard to its contractual services, Oniva Ltd is exclusively a technical service provider. The CUSTOMER is solely responsible for the content of the contributions, content and data stored, managed, published, disseminated, linked or otherwise made publicly accessible via the APPLICATION, in particular images/graphics, videos, logos, texts, music, etc. ("CONTENT").

The CUSTOMER undertakes to ensure that he or the AUTHORISED ADMIN USERS only manage, store, distribute, publish, link or otherwise make accessible such CONTENT using the APPLICATION, the content of which is in full compliance with all statutory provisions of the applicable law. In particular, the CUSTOMER shall not store any CONTENT that glorifies violence, is racist, pornographic, harmful to minors or offensive, or disseminate such CONTENT via the APPLICATION provided.

The CUSTOMER shall also ensure that only such CONTENT is managed, stored, distributed, published, linked or otherwise utilised using the APPLICATION that does not infringe the rights of third parties. The CUSTOMER warrants to Oniva Ltd that he has all rights necessary for the administration, storage, publication, distribution, linking or other use of the CONTENT, in particular that he has acquired the necessary rights from authors, collecting societies and publishers.

Oniva Ltd is authorised to prevent the distribution or publication of legally problematic CONTENT permanently or temporarily, without observing deadlines and without being obliged to give notice, until a legally

binding decision on the evaluation of the CONTENT in question has been made, to delete this CONTENT or to block it in whole or in part for all or some AUTHORISED ADMIN USERS.

The CUSTOMER undertakes to ensure that the technical resources provided are used by each AUTHORISED ADMIN USER exclusively in accordance with the contract. In particular, the CUSTOMER shall ensure that no files are stored, distributed, published or otherwise introduced into the services and performances provided that could impair or jeopardise the technical function of the APPLICATION's system.

Insofar as CONTENT not supplied by Oniva Ltd is used or introduced in the context of the use of the APPLICATION, the CUSTOMER shall indemnify Oniva Ltd against all direct and indirect damages, claims, costs (including the costs of appropriate legal representation), expenses and other disadvantages, incurred by Oniva Ltd as a result of third parties asserting claims ("THIRD-PARTY CLAIMS") against Oniva Ltd due to an infringement of third-party rights or a violation of statutory provisions in connection with the use of the services, in particular the distribution of CONTENT via the APPLICATION. The CUSTOMER shall support Oniva Ltd in any judicial and extrajudicial assertion of THIRD-PARTY CLAIMS and shall provide Oniva Ltd immediately upon request with all data, documents and other materials that Oniva Ltd deems necessary or helpful in the context of the dispute with THIRD PARTY CLAIMS.

In addition, Oniva Ltd is entitled to withdraw from the licence agreement or to terminate the licence agreement without notice in the event of justified assertion of THIRD-PARTY CLAIMS.

9. Access data

The CUSTOMER undertakes to ensure that access data for the administration of the APPLICATION is only passed on to AUTHORISED ADMIN USERS for the purpose of use within the scope of the contract. The CUSTOMER undertakes to ensure that all AUTHORISED ADMIN USERS who are granted access to the administration of the APPLICATION are made aware of the agreed scope of use before such access is granted and to expressly point out that the responsibility for compliance with legal provisions lies exclusively with the CUSTOMER. This also applies in particular to industrial property rights of third parties, copyright utilisation rights, claims by collecting societies or the protection of personal rights.

The CUSTOMER undertakes to ensure that passwords provided by ONIVA Ltd for access to the administration of the APPLICATION are changed immediately. The CUSTOMER undertakes to ensure that passwords and other access data are carefully managed, kept secret and effectively protected against access by third parties and are not passed on to persons other than the AUTHORISED ADMIN USERS. In the event of a change in the person of an AUTHORISED ADMIN USER, the CUSTOMER undertakes to ensure that the password



provided to the former AUTHORISED ADMIN USER is changed immediately. The CUSTOMER undertakes to inform Oniva Ltd immediately if there is a suspicion that access data may have become known to persons other than the AUTHORISED ADMIN USERS; the same shall apply in the event of suspected misuse of access data and violations of security regulations by the AUTHORISED ADMIN USERS or other persons.

The CUSTOMER shall be directly liable to Oniva Ltd for actions of the AUTHORISED ADMIN USERS, their vicarious agents, representatives or other third parties who are in possession of access data provided by the CUSTOMER to Oniva Ltd.

Furthermore, the CUSTOMER shall be liable for any misuse of access data to the APPLICATION, including the improper acquisition of such access data by third parties, for which the CUSTOMER, an AUTHORISED ADMIN USER or one of their other vicarious agents is at least negligently responsible.

10. Other duties and obligations of the customer

The CUSTOMER shall fulfil all duties and obligations necessary for the implementation of the usage agreement. In particular, the CUSTOMER undertakes to

- a. to set up its systems and programmes in such a way that neither the security, integrity nor the availability of the systems that Oniva Ltd uses to provide its services are impaired. Oniva Ltd may block services if systems act or react in a way that deviates from the standard operating behaviour and the security, integrity or availability of the server systems of Oniva Ltd and/or of TECHNICAL PARTNERS OF ONIVA Ltd are thereby impaired;
- b. to inform Oniva Ltd in good time of any changes to the system configurations or other processes that may be relevant for the provision of services within the scope of the SLA services by Oniva Ltd in accordance with clauses 7 and 8;
- c. to ensure that the regulations with regard to the rights of use are complied with by the CUSTOMER and all AUTHORISED ADMIN USERS;
- d. to ensure that the CUSTOMER observes all third-party rights to CONTENT used by the CUSTOMER;
- e. fulfil any data protection information obligations towards data subjects;
- f. to obtain any consent required under data protection law from the respective data subjects in a legally effective form;
- g. before sending data and CONTENT to Oniva Ltd, to check these for viruses and to use state-of-the-art virus protection programmes;
- h. to take reasonable measures to facilitate the identification of faults and their causes;
- i. In the event that data and CONTENTS are transmitted to Oniva Ltd, to back them up regularly and in accordance with the importance of the data and CONTENTS and to create its own backup copies in order to enable reconstruction of the data/CONTENTS in the event of loss; in the

event of loss, the CUSTOMER shall transmit the data/CONTENTS concerned to Oniva Ltd again free of charge.

The CUSTOMER undertakes to notify Oniva Ltd immediately of all defects, malfunctions or interruptions in the services purchased from Oniva Ltd (including all cases of illegal or non-contractual use of services by third parties), systems and software and to support Oniva Ltd as far as possible in rectifying the problem. This notification of defects must be made in writing and must describe the alleged defects in sufficient detail. If the CUSTOMER fails to give timely notice of defects for reasons for which the CUSTOMER is responsible, this shall constitute contributory causation or contributory negligence. Insofar as Oniva Ltd was unable to remedy the defect due to the omission or delay of the notice of defect, the CUSTOMER shall not be entitled to demand compensation for the damage caused by the defect or to terminate the utilisation agreement due to the defect without notice for good cause. The CUSTOMER must demonstrate that the CUSTOMER is not responsible for the failure to give notice of defects. The provisions of the above clauses shall remain unaffected.

11. Interoperation with third-party applications/services

If the CUSTOMER has commissioned interoperation with third-party applications and services (e.g. YouTube, Facebook, Google, Twitter, podcasts), it is the sole responsibility of the CUSTOMER to obtain and maintain access (account) to these third-party providers.

If the CUSTOMER has commissioned an interoperation with third-party applications and services, the CUSTOMER thereby declares his consent to Oniva Ltd authorising these third-party providers to access the CONTENT and data integrated by the CUSTOMER or an AUTHORISED ADMIN, insofar as and to the extent that this is necessary for the establishment of the respective interoperations.

Oniva Ltd accepts no responsibility for the publication, modification or deletion of the integrated CONTENT and data by access from third-party providers in accordance with Section 8 above. In particular, the CUSTOMER is advised that such services may restrict the access of users or prevent them from installing or activating such third-party applications for the use of the services.

If the third-party provider discontinues its services or terminates the contractual relationship with the CUSTOMER or blocks or interrupts its services for the CUSTOMER, this shall have no influence on the contractual fulfilment by Oniva Ltd. In particular, the CUSTOMER remains obliged to pay the remuneration due for the services. Furthermore, Oniva Ltd does not assume any warranty or liability for the actions of such third-party providers, in particular with regard to data protection and data security.



12. Data security, data protection and data protection agreement

The PARTIES shall comply with the applicable data protection provisions and shall oblige their employees, vicarious agents and other authorised representatives used in connection with the User Agreement and its fulfilment to maintain confidentiality in accordance with Section 16, unless they are already generally obliged to do so.

If the CUSTOMER collects, processes or uses personal data and transmits it to Oniva Ltd, the CUSTOMER warrants that the CUSTOMER is authorised to do so in accordance with the applicable provisions, in particular those of data protection law, and in the event of a breach indemnifies Oniva Ltd against all claims by third parties in this regard and any direct and indirect damages, costs, expenses and other disadvantages incurred by Oniva Ltd as a result

Insofar as the transmitted data is personal data, this constitutes commissioned data processing; i.e. the CUSTOMER remains responsible for compliance with data protection regulations as the entity responsible under data protection law. There is no transfer of functions to Oniva Ltd. The CUSTOMER undertakes to inform Oniva Ltd prior to the commencement of the provision of services by Oniva Ltd that and to what extent personal data will be transmitted by the CUSTOMER via the APPLICATION and what type of personal data is involved. Insofar as the transmitted data is personal data, Oniva Ltd shall conclude corresponding agreements on commissioned data processing with the TECHNICAL PARTNERS OF ONIVA Ltd, insofar as required by the applicable data protection regulations.

Oniva Ltd shall comply with the legal requirements of commissioned data processing and instructions of the CUSTOMER (e.g. to comply with deletion and blocking obligations).

Oniva Ltd undertakes to ensure compliance with the technical and organisational security precautions and measures to be taken in accordance with the applicable data protection provisions. In particular, Oniva Ltd shall protect the services and systems within its access as well as application data transmitted by the CUSTOMER or relating to the CUSTOMER and stored on servers and any other data against unauthorised access, storage, modification or other unauthorised access or attacks – whether by technical measures, viruses, other harmful programs or data or by physical access – by employees of Oniva Ltd or third parties, regardless of the means by which these are carried out. Oniva Ltd shall take the appropriate and customary measures that are required according to the state of the art, in particular virus protection and protection against similar harmful programmes, as well as other security measures for its equipment, including protection against burglary.

Oniva Ltd shall collect, process and use personal data only to the extent necessary to fulfil the purpose of the

APPLICATION. The CUSTOMER consents to the collection, processing and use of such data to this extent. This also includes the written, telephone or e-mail notification and information of the AUTHORISED ADMIN USERS about technical changes or errors in the use of the APPLICATION.

Oniva Ltd is entitled to use the services of ONIVA Ltd's TECHNICAL PARTNERS to fulfil its obligations and therefore to transfer data processing to them. The CUSTOMER hereby declares his consent to this transfer.

Oniva Ltd shall be entitled to use data and information generated or accrued in the course of providing services to the CUSTOMER for its own purposes, provided that (a) such use is for statistical, research and development, benchmarking, archiving and other non-personal purposes, and (b) if such information is made available to third parties (other than service providers of Oniva Ltd under a duty of confidentiality) that it (x) does not contain any personal data of end customers or employees of the CUSTOMER and (y) does not contain any information that identifies the CUSTOMER.

Order data processing at www.oniva.events/en/data-processing is an integral part of these Terms of Use.

13. Contract duration, termination and withdrawal

The licence agreement shall enter into force upon the legally valid signing of the offer / order confirmation by the CUSTOMER and, in the case of annual licences, shall last for a fixed minimum period of 12 months from the date of commissioning (initial delivery of the administrator accesses) ("MINIMUM TERM"). After expiry of the MINIMUM TERM, the licence agreement shall be automatically extended by 12 months ("EXTENSION"), unless one of the PARTIES terminates the licence agreement in writing with a notice period of 1 month to the end of the MINIMUM TERM or an EXTENSION.

The contract period for event licences begins with the respective written order and delivery of the administrator access and ends 30 days after the respective event.

All rights and obligations pursuant to Sections 8, 9, 11, 12 shall survive the contractual relationship between the PARTIES and shall continue to exist even after termination of the licence agreement. The continuation of clause 16 shall be governed by clause 16.

The right of the PARTIES to terminate the licence agreement without notice for good cause remains unaffected.

Oniva Ltd is entitled to delete the CONTENT incorporated into the APPLICATION by the CUSTOMER and/or ADMINISTRATOR after termination of the licence agreement without further notice. The timely backup of the CONTENT is the sole responsibility of the CUSTOMER.

The CUSTOMER's withdrawal from the licence agreement is excluded, subject to an express contractual agreement



to the contrary and the mandatory statutory grounds for withdrawal. Should Oniva Ltd exceptionally agree to a withdrawal request by the CUSTOMER, the CUSTOMER is obliged to pay a cancellation fee of 30% of the SaaS licence fee to Oniva AG in the event of a withdrawal request up to four weeks before the planned start of performance. If the CUSTOMER's cancellation request is made after this date, the CUSTOMER is obliged to pay the full licence fee. The CUSTOMER reserves the right to prove higher saved expenses or lower services.

Insofar as the provision of contractually owed services requires the co-operation of the CUSTOMER, Oniva Ltd shall first attempt to agree a time or period of co-operation with the CUSTOMER that is sufficiently far in advance of the date of the owed service provision of Oniva Ltd so that Oniva Ltd can provide its service on time. If, for reasons for which Oniva Ltd is not responsible, an agreement on such a cooperation date or period is not reached in good time and in any case not within four weeks of the conclusion of the licence agreement, Oniva Ltd shall propose three dates to the CUSTOMER, together with a request to the CUSTOMER to accept one of the proposed dates within a reasonable period of no more than two weeks and the announcement that Oniva Ltd will terminate the licence agreement if such acceptance is not declared within the period. If the CUSTOMER does not accept any of the proposed dates within this period, this shall be deemed a breach of duty by the CUSTOMER. After the expiry of this period, the licence agreement shall be deemed terminated with the consequence that Oniva Ltd shall be entitled to demand the agreed remuneration after deduction of saved expenses or crediting of other purchases.

The CUSTOMER undertakes to cease using the APPLICATION immediately upon termination of the licence agreement. If the use of the APPLICATION is continued contrary to this provision,

- a. Oniva Ltd shall be entitled to demand payment of a contractual penalty of up to CHF 12,000.00 per individual case from the CUSTOMER. In the event of a continuing breach, Oniva Ltd shall have a new claim against the CUSTOMER for payment of a contractual penalty in the aforementioned amount for each calendar week in which the breach continues. The payment of the contractual penalty shall not exclude the assertion of further claims by Oniva Ltd, in particular for damages, whereby a contractual penalty already paid shall be offset against any further claim for damages by Oniva Ltd; and
- b. The CUSTOMER is obliged to indemnify Oniva Ltd immediately upon first request from all direct and indirect damages, costs, claims, expenses and other disadvantages arising for Oniva Ltd in connection with such a violation.

14. Remuneration

The prices for the services are based on the offer(s)/order confirmation(s) from Oniva Ltd, or on the

published price list at www.oniva.events/en/pricing. The prices in CHF are exclusive of value added tax (VAT).

The CUSTOMER shall pay the licence fee within 30 days of the initial delivery of the administrator accesses without deductions to the account specified by Oniva Ltd. Oniva Ltd shall invoice the CUSTOMER for the LICENCE FEE annually in advance for annual licences for the following years. The CUSTOMER shall pay this within 30 days of the date of the respective invoice, provided that the invoice has been received by the CUSTOMER within this period, otherwise immediately after receipt of the invoice by the CUSTOMER without deductions to the account specified by ONIVA Ltd.

For the determination of the timeliness of a payment by the CUSTOMER under the Terms of Use, the date of receipt of payment by Oniva Ltd shall be taken as the basis. If payment is not credited on time, the CUSTOMER shall be in default of payment without the need for a reminder and/or setting of a deadline by Oniva Ltd.

If the CUSTOMER is in default of payment, Oniva Ltd shall be entitled to withhold or suspend further performance until the CUSTOMER has made all outstanding payments or provided appropriate security. In particular, Oniva Ltd shall be entitled to block access to the APPLICATION and/or to exclude the CONTENT from distribution or publication for the duration of the delay in payment. Any rights transferred by Oniva Ltd to the CUSTOMER or rights of use granted to the CUSTOMER shall be deemed not to have been transferred or granted for the duration of the default; the effects of any transfer of rights/granting of rights of use to the CUSTOMER shall be suspended in this respect.

Bank charges shall be borne by the CUSTOMER.

The CUSTOMER shall only have a right of set-off and/or retention with undisputed or legally established counterclaims.

The customer authorises Oniva Ltd to collect any ticket fees, including any shipping and service charges.

The authorisation also applies to the processing of refunds for ticket orders made online via the ticketing system in the event of a cancelled event or the cancellation of a ticket order. Oniva will refund the respective end customers the ticket fees as well as any advance booking and system fees—upon instruction and in accordance with the CUSTOMER's terms and conditions for ticket purchases. The CUSTOMER shall reimburse Oniva AG for the aforementioned fees.

For individual refunds processed on behalf of the CUSTOMER, a fee of CHF 2.50 / EUR 2.40 per transaction will be charged. In the case of a full refund process (more than 25% of total ticket revenues) via Oniva due to a cancelled or partially cancelled event, the actual costs of processing the refunds will be charged.



The payout of any ticketing revenues will be made no later than 30 days after the event has ended, following deduction of a processing fee of 5% of the ticket price.

15. Oniva Ltd.'s liability and statute of limitations

In the event of gross negligence on the part of non-executive employees, the liability of Oniva Ltd for property damage and financial loss shall be limited to the foreseeable damage typical of the contract. This does not apply in the event of a breach of material contractual obligations. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract, whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the contractual partner regularly relies on and may rely.

In the event of slight negligence, Oniva Ltd shall only be liable for property damage and financial loss in the event of a breach of material contractual obligations; liability shall be limited to the foreseeable damage typical for the contract and to an amount of CHF 10,000 per contractual year. This also applies to loss of profit and loss of savings.

In the event of loss of data, Oniva Ltd shall only be liable for the expenditure that would have been necessary to restore the data if the CUSTOMER had backed up the data properly and regularly.

The limitation period for warranty claims for defects, including claims for damages, is one year, unless a longer limitation period is prescribed by law. For claims for damages that are not based on defects, the statutory limitation periods shall apply exclusively. The mandatory limitation periods of the Product Liability Act (PrHG) remain unaffected in any case.

16. Confidentiality

Each PARTY, on its own behalf as well as on behalf of its group companies, the employees of the group companies, its other auxiliary persons, and authorised third party providers, declares to treat confidential information as confidential and to refrain from making confidential information available to third parties in whole or in part or from publishing confidential information, except to the extent that the other PARTY expressly permits the publication in question, the publication of the confidential information is required by court order or legal obligation, or the contract permits the PARTIES to publish the confidential information. "CONFIDENTIAL INFORMATION" means any information or data relating to the other PARTY's business that has been disclosed to one PARTY by the other PARTY or by third parties such as customers or end customers (in writing, orally, in digital form or through any other medium). This includes, but is not limited to, information and data relating to operational matters, processes, plans, intentions, strategies, production information, know-how, business relationships, programme sources, programmes, software, computers, specifications, balance sheets, turnover, customers of the other PARTY.

Excluded, however, are those parts of exchanged information or data that are publicly accessible in any way.

This Section 16 shall continue to apply after termination of the licence agreement for as long as one of the PARTIES has a legitimate interest in the confidentiality obligation.

17. Other provisions

Changes and additions to the Terms of Use:

Oniva Ltd may make changes and additions to the Terms of Use at any time. The customer will be notified in writing of any amendments and additions to the Terms of Use.

Without express refusal, the CUSTOMER agrees to be named as a reference customer for Oniva Event Software. The CUSTOMER grants Oniva Ltd the right to use the following company-specific information for information and marketing purposes exclusively for the presentation of the realised solution as well as similar and comparable solutions.

- a. Specification of the sector and field of activity (e.g. medium-sized, nationally active company in the mechanical engineering industry)
- b. Naming of the company and presentation of the company with publicly accessible data (e.g. from published annual reports, company logo and brands)
- c. Mention of the company and a customer reference story regarding the realised solution

The information collected as part of this collaboration (testimonial, success story, film, photo, etc.) may be archived by Oniva Ltd, distributed on the company's own channels (website, social media, etc.) and used in media selected by Oniva Ltd.

This consent or parts thereof may be revoked at any time in good faith. The customer may also expressly exclude individual parts of the realised solution from this consent.

The licence agreement and individual rights and obligations arising from it may only be transferred to third parties with the prior written consent of the other PARTY, whereby such consent may not be refused without good cause.

The PARTIES recognise that the APPLICATION may be subject to export and import restrictions. In particular, there may be authorisation requirements, or the use of the APPLICATION or associated technologies abroad may be subject to restrictions. The CUSTOMER undertakes to comply with the applicable export and import control regulations and all other relevant regulations. The fulfilment of the licence agreement by Oniva Ltd is subject to the proviso that there are no obstacles to fulfilment due to national and international regulations of export and import law and no other statutory regulations.



Legally relevant declarations and notifications to be made by the CUSTOMER to Oniva Ltd after conclusion of the licence agreement (e.g. setting of deadlines, notices of defects) must be made in writing to be effective.

March 2024