1 Terms of use for the *swiss hosting* logo

Preamble

_____ (Customer) is party to a license agreement with swiss made software GmbH, whereby the Customer is authorized to use the *swiss hosting* logo as long as the Customer fulfills the conditions of section 1.1 outlined below

The Customer uses services from _____ (Hosting/Cloud Partner) to provide its own services and would like to be able to continue to use the logo.

1.1 Conditions of use for the logo

The following conditions must be met before a Customer can market their services with the swiss hosting logo:

1. The Customer and its management must be legally and physically situated in Switzerland (see article 49, paragraph 1, MSchG).

2. Hosting services relating to

   - offered applications
   - data
   - factual data (business information, financial data, research results etc.)

   must be located in/running at a data center located within Switzerland. Data protection and data security requirements must be subject to Swiss law.

3. If the Customer offers software as a service (SaaS), only those for which the host also meets the requirements mentioned above can carry the swiss hosting logo. The License Holder shall obtain written assurance of this from the host.

4. Access to the hosting environment and/or the data for operation from abroad and administration by the host must be protected in such a way that data remains entirely in Switzerland and cannot be accessed or claimed by a foreign organization or government, no matter whether directly or indirectly. This also applies to foreign companies within the Group. It is assumed in the context of point 4 that, in the case of foreign shareholdings, individual shareholders or contractually organized groups of shareholders amounting in total to more than 33 percent of the voting rights have the option to access and inspect the hosting environment and/or data.

   In individual cases, proof must be provided to the License Holder that access in connection with technical and/or organizational activities is not permitted.

5. In the case of mixed offerings (where hosting located both within Switzerland and abroad is possible), the logo may only be used for offerings that fully meet the

criteria. The intended audience must be able to clearly distinguish between the offerings that do and do not meet the criteria.

1.2 Guarantee

The Hosting/Cloud Partner guarantees the Customer that the company and the services of the Hosting/Cloud Partner also meet the requirements for the use of the *swiss hosting* label by the Customer as outlined above in section 1.1.

If the Hosting/Cloud Partner ceases to meet the requirements during the term of this agreement, the Customer must be informed without being needing to ask.

The Hosting/Cloud Partner is aware that, in case of doubt, swiss made software GmbH has reserved the right to specify the criteria for assessing the character of the services at its own discretion and to prohibit the use of the logo in borderline cases with immediate effect.

1.3 Sanctions for breaching this agreement; Liability

The Hosting/Cloud Partner is aware that the Customer may be subject to the following sanctions in the event of a breach of the terms outlined in section 1.1 of the agreement through the services of the Hosting/Cloud Partner:

- Improper use of the *swiss hosting* label is a punishable offense (see Art. 64, Markenschutzgesetz [Trademark Protection Act]; Art. 23 UWG [Unfair Competition Act]).
- swiss made software GmbH can publicize violations of the regulations.
- The Customer must pay swiss made software GmbH a contractual penalty. Payment of the contractual penalty does not release the contractual partner from fulfilling the criteria for using the logo. The right to make further claims is reserved.

The Hosting/Cloud Partner shall be liable to the Customer for damages (fines, contractual penalties, and reputational damage) incurred by the Customer as a result of the Hosting/Cloud Partner's violation of the provisions outlined in section 1.1.

In the event of such a violation, the Hosting/Cloud Partner shall owe the Customer a lump-sum compensation payment of CHF 25,000 to cover the reputational damage. This lump-sum compensation does not include contractual penalties and/or fines to be paid by the Customer to swiss made software GmbH due to the violation of the legal provisions. Corresponding damages to the Customer must be compensated separately in each case.

Payment of the lump-sum compensation and other contractual penalties does not release the Hosting/Cloud Partner from fulfilling the criteria under Section 1.1. The right to make further claims is reserved.

Termination of this Agreement shall not nullify the liability in accordance with this section 1.3.

1.4 Responsibility and trust

The obligations under this agreement come into force with the signing of this agreement by the parties and shall apply until the end of the calendar year in each case.

The agreement can be terminated by either party to the end of the calendar year, otherwise their contract will be automatically extended for a further year.

If the conditions cease to be met during the year, the Hosting/Cloud Partner must inform the Customer immediately.

Each party is entitled to terminate the agreement for good cause at any time without notice. Good cause for the Customer to terminate the contract is deemed to exist in particular where the Hosting/Cloud Partner violates the contractual obligations incumbent upon them as a result of this agreement and has been asked to cease this violation of the agreement by giving 30 days' notice, but this has been to no avail. This right of termination on the part of the Customer also affects the main contract covering the services to be provided by the Hosting/Cloud Partner to the Customer.

1.5 Miscellaneous

To clarify: By entering into this agreement, the Hosting/Cloud Partner does not obtain the right to label its own services with *swiss hosting* and/or use the corresponding logo.

Should a provision of this agreement be invalid or the agreement contain a loophole, the legal validity of the remaining provisions shall remain unaffected. In the event of an invalid provision, this is to be replaced with a valid provision that comes close as possible to the economic purpose intended by both parities. This applies analogously the other way around.

The agreement may also be amended, in particular, regarding the criteria listed in section 1.1, by a unilateral notification sent by the Customer via email to the Hosting/Cloud Partner with a notice period of 30 days from the end of each month.

All other changes and/or amendments to this agreement must be made in writing.

This agreement is subject to Swiss law in form and content.

This agreement has been provided in two languages, German and English. The English version is provided for information purposes. While every effort has been made to ensure that this is a complete and accurate translation, should there be any differences in meaning between the two language versions, the German text shall prevail.

The exclusive place of jurisdiction for all disputes arising from and in connection with this agreement is Basel.

Date: _____   Place: _____

Signature: _____   Company: _____