

General Terms and Conditions of the Eastern Switzerland University of Applied Sciences

1. Scope of validity

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts concluded by the Eastern Switzerland University of Applied Sciences, St. Gallen (hereinafter referred to as "the OST"), or one of its departments with reference to these GTC. By concluding a contract, the contractual partner of the OST (hereinafter referred to as "the customer") acknowledges these GTCs as a binding part of the contract.
- 1.2. The contractual relationship between the OST and the customer is based on descending hierarchical order on (1) the individually agreed contract between the customer and the OST, (2) the GTC and (3) the Swiss Code of Obligations. Agreements to the contrary shall only be binding for the OST if they are expressly provided for in the individually agreed contract.

2. Conclusion of a contract and modifications

- 2.1. The conclusion of a contract between the customer and the OST shall be in writing, the term "in-writing" similarly includes consent made by e-mail. In general, the basis for the conclusion of the contract is an offer which the OST submits to the customer for review. The contract shall be concluded by a legally valid signature of the offer, or another contractual document, by the parties. If the contract sum is less than CHF 10'000, the contract may be concluded by e-mail without the exchange of a signed offer, or contract document. Up until the time when a contract is signed, the parties involved can withdraw from the contract negotiations at any time, without any financial obligations.
- 2.2. Documents (e.g. data, brochures, drawings) provided by the OST as part of contractual negotiations shall be non-binding. All rights thereto shall remain with the OST and they may only be made accessible to third parties with its permission. If the contract negotiations end without conclusion of contract, the customer shall be obliged to return all documents prepared by the OST regarding contract negotiations, without being requested to do so, without retaining a copy, and to not use them again.
- 2.3. Any modifications and/or amendments to this GTC shall only be legally binding when in writing.

3. Financial regulations

- 3.1. The customer is obliged to pay the consensually agreed amount of the payment for the services performed by the OST. All costs apply as of the location of the relevant department, subsidiary of the location of the registered office, exclusive of VAT, are generally set out in CHF and are payable net, within 30 days of the date of the invoice, by transfer to a bank account designated by the OST. The contract may include a payment schedule. The payment is due in accordance with the payment schedule. This will be based on the progress made, on the work and the costs incurred. Once the payment term has expired, the customer will be in arrears. If the invoice is still not paid within an additional 30 days of the due date, the customer is obliged to pay interest on the

outstanding amount from the due date, at a rate of 5% per annum. Offsetting against counterclaims of the customer is only permitted with the consent of the OST.

- 3.2. If remuneration was agreed upon at hourly or daily rates, the customer shall pay for the services actually rendered. If a fixed price has been agreed and if the performance of the contractual services is substantially more time-consuming for OST than assumed at the time of conclusion of the contract due to instructions by the customer or due to unforeseen circumstances, the parties shall agree on a reasonable increase in the remuneration. If the parties cannot agree, OST shall be entitled either to perform the contract at the agreed price or to terminate the contract with immediate effect by written notice.
- 3.3. The costs of supplies and services which OST purchases from third parties with a view to fulfilling the contractually agreed services shall be charged to the customer adding VAT.
- 3.4. The shipment of work products shall be at the expense and risk of the customer. Packaging, transport, insurance, import, export and disposal costs shall be borne by the customer. Unless otherwise agreed, test items shall be disposed of by OST at the customer's expense after testing.

4. Deadlines

- 4.1. OST undertakes every effort to abide to the agreed deadlines of the contract. Unless explicitly agreed otherwise, these dates shall not be binding and shall be considered as being indicative, whereby delays shall not entitle the customer to withdraw from the contract or to claim damages, or other claims. OST will keep the customer regularly informed of the progress and will notify them promptly of any circumstances that threaten or impair fulfillment in accordance with the contract.
- 4.2. If deadlines cannot be met on account of the occurrence of unforeseen events (natural disaster, pandemic, strikes, etc.) despite reasonable care, the deadlines shall be postponed as far as the event requires and the customer is not entitled to claim damages, or make other claims.

5. Right of Examination and duties of cooperation

- 5.1. The customer shall have the right to inspect the documents and data of the OST concerning the project, which are available at the OST for the duration of the contract. After termination of the contract, OST shall not be obliged to retain such documents and data. However, the customer may inspect documents and data still available for three years after termination of the contract upon request to OST.
- 5.2. The customer shall be obliged to cooperate in the implementation of the project in the required manner. In particular, the customer must designate a responsible

project manager as contact person for the OST and provide the necessary information, data, materials, test specimens, etc. in due time. Where the customer provides OST with data (e.g., personal data, content protected by intellectual property rights), software, or other systems for use in connection with the fulfillment of the contract, the customer grants OST the necessary license and usage rights free of charge for the duration of the contract fulfillment and ensures that OST is permitted to use the data, software, and systems accordingly and that such use does not infringe on third-party rights or applicable law. Compliance with regulatory requirements related to the use of the work products created by OST is the sole responsibility of the customer.

- 5.3. The customer undertakes to provide OST's employees with the necessary protective equipment for field and workshop work and to inform them about applicable accident prevention and safety regulations, as well as company regulations. If this is not the case, OST employees shall not be allowed to start work.

6. Confidentiality and data protection

- 6.1. Any information, materials, data and documents declared as confidential (hereinafter referred to as "information" in Clause 6), that is disclosed to the parties in connection with the contract, shall be treated by each party as confidential information. Such information shall be disclosed to third parties exclusively for the purpose of fulfilling the contract and shall be used only for the purposes provided for in the contract. If confidential information is communicated orally, it must be declared as confidential in writing to the other party within 10 days. This does not apply to information that are proven to be already known to the receiving party, that is generally known or accessible, or to disclosures that are required by law, or by official or court order. This duty of secrecy starts with the initial contact for a potential new project and lasts for a further three years once the contract has ended.
- 6.2. In the event of product tests and test setups, etc. that are located indoors or outdoors on the OST premises, it may be possible for test specimens to be visible and to be accessible to a limited extent in some cases. If special non-disclosure-measures are to be taken for test specimens, this must be agreed upon in the contract. Any additional costs incurred in this way will be invoiced.
- 6.3. The OST is entitled to name the customer as a reference unless this right has been withdrawn or restricted by a written agreement between the parties.
- 6.4. Each party agrees to comply with the applicable data protection laws within their respective areas of responsibility. Where the customer provides OST with personal data for processing in connection with the fulfillment of the contract, the customer ensures that this processing does not infringe on third-party rights or applicable law. Where necessary to meet data protection requirements, the parties will enter into a separate agreement regarding data protection.

7. Intellectual Property

- 7.1. All intellectual property rights to the work products created under the contract (e.g. documents, reports, drawings, calculations, etc.) belong exclusively to OST. The customer is granted the right to use the work products for the contractually intended purpose.

- 7.2. Without the written consent of OST, the customer shall not be entitled to claim its own intellectual property rights concerning the work product (e.g. by means of patent applications). Inventors provided by the OST must be named in any case and OST shall remain entitled to further use and develop of the work product for teaching and research.

- 7.3. Manufacturing drawings and plans, etc. may only be used for the contractual purpose intended in the individual case. Repeated use shall only be permitted with written consent given by the OST and against compensation of additional remuneration to be agreed on.

8. Publication

- 8.1. OST shall be entitled to publish project results, paying due consideration to Articles 6 and 8.

- 8.2. Prior to publication of customer-specific project results, OST will send a draft to the customer for them to examine. Within a period of one month of receipt of the draft, the customer can:

(i) file an objection with OST if the customer claims legitimate confidentiality interests. The parties then shall immediately endeavor to find mutually acceptable modifications that adequately address the customer's confidentiality interests and still allows for meaningful publication by OST within a maximum of three months; and/or

(ii) request a time extension of no more than three months, if with OST's consent, intellectual property rights relating to the Project Results are to be registered prior to publication.

In the absence of a timely counter report of the customer, the customer consent to publication shall be deemed to have been given.

- 8.3. If a publication is planned for an event in accordance with Clause 8.2, OST shall send the Customer a summary of the planned publication and Clause 8.2 shall apply, with the period in Clause 8.2 (i) being reduced to one month.

- 8.4. The customer is only entitled to publish project results after prior agreement with the OST. This agreement should make allowance for the fact that semester, Bachelor's, or Master's theses, publications, and/or the potential protection of intellectual property are not to be impaired.

9. Software as a product and AI systems

- 9.1. If the customer is provided with software of a third party as part of the work results, which is licensed to OST by a third party or which the customer must license from a third party (including open source software), the customer shall be obliged to comply with the applicable license provisions of the third party. Any findings, software and procedures developed in the context of the contract may be further used and developed for teaching and research purposes without restriction, unless the contract provides for another written agreement with corresponding compensation.

- 9.2. Unless otherwise agreed, OST is entitled to use AI systems in the fulfillment of the contract, including for data processing and the creation of work products. For the purposes of these GTC, AI systems are defined as software and other technical systems capable of generating content and other outputs, making decisions, or processing data with varying degrees of autonomy. Subject

to clause 9.3, OST is responsible for the selection, configuration, and monitoring of the AI systems used by OST and will provide the customer with information about the AI systems used and their basic functionality upon request. Liability of OST for content generated by AI systems is excluded to the maximum extent permitted by law.

- 9.3. Where OST uses AI systems identified or provided by the customer for contract fulfillment, the customer assumes responsibility for the selection and proper licensing of these AI systems and ensures that these AI systems are suitable for use in fulfilling the contract and that they may be used by OST accordingly. Liability of OST in connection with AI systems and data identified or provided by the customer is excluded to the maximum extent permitted by law.
- 9.4. Where OST creates, trains, further develops, or otherwise provides AI systems for the customer in the course of contract fulfillment, the responsibility and liability for the use of these AI systems and the content generated by them lies solely with the customer. The liability of OST for the use of these AI systems and the content generated by them is excluded to the maximum extent permitted by law. Any rights to the content generated by such AI systems during operation by the customer belong to the customer.

10. Duration and Termination

- 10.1. The contract shall commence upon its creation in accordance with Clause 2.1. It shall last until completion of the project, or until the agreed date. If the contract is concluded for an indefinite period and the rights of termination are not otherwise regulated in the contract, each party shall be entitled to terminate the contract by giving three months' written notice to the other party at the end of each month.
- 10.2. Each party shall be entitled to terminate the contract with good cause and with immediate effect by written notice to the other party. Good cause shall, in particular, include (i) a material breach of contract by the other party which is not remedied within thirty days despite a written request to do so, as well as (ii) liquidation, bankruptcy, debtor's deferral, or similar proceedings concerning the other party.
- 10.3. The work and the services supplied up to the point when the contract is terminated must be paid for in full. Payments for wages and salaries that continue to accrue for a limited period of time due to the research collaboration and the obligations entered into as a result shall also be settled.

11. Warranty, liability and limitation of liability

- 11.1. The OST warrants that services will be rendered with due care and that the employees of OST deployed on the project have the required qualifications. OST also warrants, subject to Clause 9.2, 9.3 and 9.4, that work products comply with the agreed specifications upon delivery and are free from material defects and deficiencies. All other warranties not listed in this Clause 11.1 are excluded. Warranty claims shall be asserted in writing within fourteen days of knowledge thereof and shall become statute-barred upon expiry of one year from delivery or performance of the service.
- 11.2. In the event of a breach of the warranty pursuant to Clause 11.1, the customer shall initially only be entitled to reworking by OST within a reasonable period of time. If OST does not succeed in remedying the breach of warranty despite two written requests by the customer, the customer shall be entitled to demand a reasonable reduction of the agreed remuneration instead of remedying the breach. All other rights are waived.
- 11.3. OST's liability, arising from or in connection with the contract for slight negligence as well as for damage not caused to the work products themselves, for indirect damage, consequential damage, loss of profit and turnover, as well as for punitive damages etc. is excluded. OST shall not be liable for damage caused by changes made by the customer or a third party to a work product or a service provided nor by data or systems provided by the customer. Otherwise, OST's liability for all claims arising from or in connection with the contract shall be limited to the sum of the remuneration paid by the customer, subject to mandatory statutory provisions.
- 11.4. The customer shall indemnify and hold harmless OST and its employees against all claims asserted by third parties against OST or its employees in connection with the performance of the contract, or the use by the customer or a third party of the service provided by OST.
- ## 12. Place of Execution and Jurisdiction
- 12.1. The place of execution shall be the registered office of the OST in the city of St.Gallen, Switzerland. The contract shall be in accordance with Swiss law, excluding the rules of private international law and the Vienna Sales Convention. The exclusive place of jurisdiction for all legal disputes arising from and in connection with the contract shall be the city of St. Gallen, Switzerland.

Rapperswil, 22 January 2026