TERMS AND CONDITIONS

By registering to use the Deduklick service, you (**"Licensee"** or **"User"**) have entered into a legally binding contract with Risklick AG (**"We"** or **"Our"**) and agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you must not use this service.

If you are executing the agreement or using the services on behalf of the business, university, government agency, or other organization ("**Entity**"), you guarantee that you are duly authorized to represent and enter into the agreement on behalf of the Entity.

1. Using Deduklick service

1.1. Registration

You may try our one free trial service by registering as a User by providing a valid email address. For more uses, you can pay per use using a credit card or buy packages by contacting us at support@risklick.ch for a formal proposal.

1.2. Grant of the License

Risklick grants to Licensee a worldwide, non-exclusive, temporary, non-transferable, non-assignable, non-sublicensable license to access and use the Deduklick Application. The license includes all updates or upgrades of the Deduklick Application, which are released during the term of the Agreement. Notwithstanding the foregoing, Risklick shall have no obligation to elaborate or release any updates or upgrades of the Deduklick Application.

1.3. Scope of the License

Licensee shall not independently program, use or sell software having the same features as the Deduklick Application or portions thereof and handling the same problems and tasks on the basis of the concept of the Deduklick Application or portions thereof or re-implement the Deduklick Application or portions thereof. The licensee shall not remove or alter any copyright, trademark, or proprietary notice contained in the Deduklick Application and the Documentation.

1.4. Additional Support Services

Risklick provides, on a best-effort basis, Additional Support Services, under the terms and conditions of this Agreement.

Contractual Support Services are strictly limited to the Deduklick Application excluding Modified Versions and/or pre-release Versions, or Trial Versions.

2. Fees, Payment and Taxes

2.1 User Fees

If you are on a free trial, there are no fees and we don't ask you to provide any credit card details. Otherwise, as a registered user, you agree to pay the fees as specified in the signed agreement or as the package you bought through the Deduklick panel.

2.2 Invoicing, payment, and overdue

The License and Contractual Support Services Fee will be invoiced on a yearly basis at the beginning of each (1) one-year period of the signed Agreement. It shall be due thirty (30) days

after receipt of the invoice by the Licensee (the "Due Date"). The licensee may not set potential claims off against the invoiced fees. On the expiry of the Due Date, Licensee will be automatically in default (without any formal reminder). Interest on payment in arrears shall amount to five percent (5%) per year.

2.3   Taxes

The fee specified in the Agreement does not include any tax (e.g., value-added tax), customs duties or similar taxes and charges that may be assessed directly or indirectly by governmental authorities of any jurisdiction with regard to the granted license and/or the provision of services.

3.   Limited Warranty for Deduklick Application and Additional Support Services

Risklick warrants to Licensee that the Deduklick Application will perform substantially as described in the Documentation if used in accordance with the related instructions.

Under no concept of law and under no circumstances does Risklick warrant for or accept any liability for the deduplication that is made by the Licensee or any other third party based on or in any other way influenced by any form of use of the Deduklick Application or of the Additional Support Services.

4.   Data Privacy

4.1   Personal Information

When you register to use deduklick, we collect the following personal information about you and your organization.

- Name and address
- Organization's name and job title
- Email address used for registration
- User login credentials

We collect personal information to communicate with you regarding Deduklick administration and software release only. Risklick will in no way provide, share, sell and/or process any personal data as defined and protected under Swiss or European or any other applicable legislation.

4.2   Retention and Storage of Data

4.2.1   Risklick shall retain and store any data generated during the use of the Deduklick Application for a duration of two (2) months on its local storage from the time of their generation, and thereafter move and retain it on backup storage for an additional four (4) months, irrespective of the continued validity of this Agreement. All data are stored in a secured local server in Bern, Switzerland, and are not transferred outside Switzerland. The server is secured with state-of-art reverse proxies and firewalls and in addition to application and database services levels.

4.2.2   Risklick shall be entitled to use anonymous data sets that were processed using the Deduklick Application to further develop, improve and quality control the Dedklick Application's algorithms.

4.2.3   Risklick does not accept any retention and storage obligation beyond Section 4.2.1 above, in particular, but not limited to those obligations that result from or are based on legal and/or regulatory requirements.

5.   Liability

Subject to willful intent, gross negligence, and compulsory law and unless expressly otherwise stipulated in this Agreement, Risklick shall have no liability for any direct or indirect damages in connection with this agreement, including any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict products liability, or otherwise, even if the licensee has been advised of the possibility of such damages.

6.   Force Majeure

Neither Party shall be liable to the other Party for any default, to the extent the default is wholly or materially caused, whether directly or indirectly, by circumstances beyond its reasonable control, such as fire, flood, other natural disasters, general strike, governmental action, epidemic/pandemic, embargos or communication line failures (the "Force Majeure"), provided the affected Party notifies the other Party in writing of the Force Majeure event within a reasonable time after its occurrence.

In the event the affected Party's delay or non-performance because of Force Majeure continues for a period of more than sixty (60) days, either Party shall have the right to terminate this Agreement with immediate effect.

7.   Intellectual Property Rights

Any and all intellectual property rights (the "IP Rights"), such as copyrights, design rights, trademarks, patents, and rights to domain names or know-how in or relating to the Deduklick Application or any other products, trade names, or denominations of or relating to Risklick (the "Risklick IPR") are exclusively owned by Risklick. The licensee shall not acquire any IP Right in the Deduklick Application or any other Risklick IPR.

8.   Confidentiality

8.1.   The Parties expressly agree that the content of this Agreement, the source code of the Deduklick Application and any further data and know-how, of which a Party becomes aware during the performance of this Agreement (the "Recipient Party"), directly, indirectly, in writing, orally, electronically or by any other means, are strictly confidential and/or proprietary in nature (the "Confidential Information"), unless the respective information (i) is in the public domain or is legitimately received from a third party at the time of disclosure; (ii) becomes generally available to the public, other than as a result of disclosure in violation of the terms of this Agreement or a disclosure by the Disclosing Party, triggered by a breach of this confidentiality obligation by the Recipient Party; (iii) is rightfully obtained by the Recipient Party through

authorized disclosure by a third party; or (iv) was already in the Recipient Party's legitimate possession, without an obligation of confidentiality, prior to receipt from the Disclosing Party as evidenced by the records of the Recipient Party prior to disclosure.

8.2. Parties hereby undertake to keep strictly confidential any Confidential Information and not to disclose it to third parties, (i) except to representatives who need to know such information for purposes in accordance with this Agreement, and who are bound by confidentiality obligations as restrictive as the ones stipulated herein, and (ii) unless disclosure is requested by mandatory rules of law, provided that all possible measures to limit the disclosure and to safeguard confidential treatment are taken;

    a) use Confidential Information only in accordance with the terms and conditions of this Agreement;

    b) use all reasonable care to protect the Disclosing Party's Confidential Information and to prevent any dissemination of such information to the same extent that it protects its own confidential Information, which in no event will be less than the safeguards a reasonably prudent business person would exercise in similar circumstances;

    c) immediately notify the disclosing Party, if it becomes or ought to be aware of any unauthorized use or disclosure of the Confidential Information.

8.3. Upon written request of the Disclosing Party, unless use or knowledge of Confidential Information is reasonably necessary for the performance of this Agreement, or in the event of termination of this Agreement, the Recipient Party shall promptly destroy or, if expressly requested to do so by the Disclosing Party, return all written, electronically or otherwise stored documents, files and copies thereof containing Confidential Information, including memoranda, notes and other writings whatsoever prepared by the Recipient Party and based on or reflecting Confidential Information. Upon request of the Disclosing Party, Recipient Party shall confirm the deletion according to this clause in writing. Notwithstanding the foregoing, the Recipient Party may keep Confidential Information if requested by mandatory rules of law (e.g., accounting requirements).

8.4. For clarity, a Party may disclose Confidential Information to an Affiliate or third parties, provided that such disclosure is for the purpose of performing its obligations under this agreement and that the Affiliate or third party is bound by the obligations of this section 9.3.

8.5. These obligations stipulated in this section 9.3 shall survive the termination of this Agreement for as long as such information remains proprietary or confidential.

9. Termination and its effect

9.1 If the licensee wishes not to use the Deduklick service, the user can terminate the contract at any time however, the amount corresponding to the remaining packages will not be refunded.

9.2 During the term of the contract, a Party in case of a material breach by the other Party or if the other Party becomes insolvent or files or has filed against it a petition in bankruptcy, may terminate this Agreement without notice and with immediate effect.

9.3 Upon termination of the Agreement, (i) the License and any other rights granted to the Licensee

under this Agreement will terminate automatically, (ii) the Licensee shall immediately cease to use the Deduklick Application and any other Risklick IPR.

10. Miscellaneous

10.1. Neither Party may, or may purport to, assign, transfer, charge, or otherwise deal with all or any of its rights or obligations under this Agreement in whole or in part, nor grant, declare, create, or dispose of any right or interest in it without the prior written consent of the other Party.

10.2. An amendment of any of the provisions of this Agreement is only valid if it is in writing and signed by each Party or authorized representatives. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.

10.3. Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, the governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of Parties without being unenforceable and shall execute all agreements and documents required in this connection.

11. Governing Law and Jurisdiction

Any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Swiss Law, under the exclusion of its conflict of law rules and the provisions of the Vienna Convention on the Sales of Goods.

The Parties hereby irrevocably submit to the jurisdiction of the ordinary courts in Bern, Switzerland, and, at Risklick's choice, to the ordinary courts at Licensee's domicile with regard to any dispute arising out of or in connection with this Agreement.