



zeit ag

General Terms and Conditions Software as a Service

March 2024



1. INTRODUCTION

1.1.

zeit ag develops and distributes its own software solutions for time recording and is therefore the rights holder to the software solutions and authorised to make them available for use in the form of Software as a Service (hereinafter referred to as "SaaS").

2. GENERAL DESCRIPTION

2.1.

These General Terms and Conditions SaaS ("GTCs SaaS") regulate the customer's authorisation to use software solutions for time recording, which are offered by zeit ag as Software as a Service, and the remuneration by the customer.

2.2.

These GTCs SaaS are agreed to as part of the creation of the account for access to the SaaS solution and are thus expressly an integral part of the contract between the parties.

2.3.

For services provided by zeit ag outside of the SaaS solution, namely the purchase and maintenance of hardware and additional project services, the corresponding contractual conditions for on-premise solutions shall apply analogously and in these cases shall become an integral part of the contract, insofar as they do not contradict these GTCs SaaS (see Section 3 below).

2.4

Any GTCs the customer has shall not apply to this contractual relationship.

3. Ranking

3.1.

If individual points of these GTCs SaaS and the rest of the contract between zeit ag and the customer contradict each other, the following order of precedence shall always apply:

1. Order data processing agreement (ODPA);
2. Attachments for separately chargeable SaaS services;
3. These General Terms and Conditions SaaS (GTCs SaaS);
4. Contract conditions of zeit ag for on-premise solutions;

Exceptions are cases in which higher-ranking provisions expressly state the opposite.

4. CONTRACTUAL SERVICES

4.1.

When creating the account, the customer selects a service package that defines the scope of services. A change to a higher service package is possible at any time with immediate effect and can be selected in the account. For the selection and reduction to a lower service package, the amendment deadlines according to Clause 12 apply.

4.2.

Additional services such as support with the initial creation of an account or the onboarding of employees are to be remunerated separately

4.3.

In addition, zeit ag may in future offer further functions as fee-based functionalities, which will be regulated in an annex to these contractual provisions, provided that the function is not included in the service packages. Whether new functions are included in the SaaS services or are subject to a separate charge is at the sole discretion of zeit ag.

5. RIGHT OF USE

5.1. SaaS solution

The right of use applies to the time recording software as a service solution (hereinafter referred to as "SaaS solution"), which was developed and is offered by zeit ag itself.

The range of functions of the SaaS solution or the selected service package can be found in the description of the selected service package in the account or web portal of zeit ag.

The service is provided by granting remote access to the SaaS solution via a web browser. The customer's connection to the Internet, the network connection and the provision and maintenance of the hardware and software required for access are not the subject of this contract.

5.2. Right of use in accordance with the contract

zeit ag grants the customer the paid, non-transferable, revocable and non-exclusive right, limited to the term of the contract, to access the SaaS solution remotely and to use it in accordance with the rights set out in these GTCs SaaS (hereinafter referred to as "contractual use").

5.3. Limits of the right of use

With the exception of the rights of use expressly stated in the contract and provided for by law, the customer does not acquire any rights to the purchased software. In particular, the customer is not authorised to reconstruct, decompile, reverse assemble or edit the software (including correcting errors) or to make copies of the software without the consent of zeit ag. Any access to the software or parts thereof which do not serve the configuration of the software solution or time recording shall constitute non-contractual use and may lead to extraordinary termination of the contract.

Furthermore, the customer is not authorised to transfer the right of use to third parties without the consent of zeit ag. In particular, the customer is not permitted to sub-licence or sub-licence the SaaS solution. Under no circumstances may the software be used in a manner or for purposes contrary to the law and/or the contract.

5.4. Technical requirements

The SaaS solution is accessed via a web browser and the Internet. zeit ag provides a list of supported web browsers which covers most common web browsers. The customer undertakes to use a supported web browser to access the SaaS solution. If this obligation is not fulfilled, zeit ag will not provide any support and cannot give any guarantees for the error-free functioning of the SaaS solution.

If the customer has purchased hardware terminals from zeit ag and uses these together with the SaaS solution, the customer is obliged to ensure that the hardware terminals communicate with the zeit ag systems in accordance with their specifications.

The technical requirements can be unilaterally adjusted by zeit ag at any time subject to a notice period of one month. This takes account of technical developments in particular, but also changing security or data protection requirements, for example.

6. SERVICE LEVELS

6.1. Availability

zeit ag is committed to 98% availability of the SaaS solution on an annual average. This does not apply to times when the services are unavailable due to circumstances beyond the control of zeit ag (namely force majeure or the fault of third parties). Also excluded are planned maintenance windows that are either outside normal business hours (Monday to Friday between 8.00 a.m. and 6:00 p.m.) or have been announced in advance in accordance with Section 6.2.

6.2. Maintenance window

zeit ag is authorised to interrupt the availability of the SaaS solution for maintenance purposes or if absolutely necessary for other reasons. Planned maintenance work will be carried out outside normal business hours (see Section 6.1) as far as possible. If availability must be interrupted for more than 30 minutes during normal business hours, zeit ag will announce this at least 24 hours in advance by email.

6.3. Fault messages

If the customer detects a disruption in availability, it is obliged to report this to zeit ag via the support channels as soon as it becomes aware of it. In the event of reports during the on-call service, zeit ag endeavours to adhere to the response and intervention times in accordance with the selected service package:

7. CUSTOMER OBLIGATIONS

7.1.
The customer has the following obligations to cooperate:

- Nomination of an internal application manager and a deputy who serves as a contact person for zeit ag;
- If a problem occurs, the internal application manager first checks it himself/herself and solves the problem directly if possible. Only if this is not possible will the support services of zeit ag be utilised.
- Securing internal expertise and technical requirements;
- Immediate reporting of faults, including relevant information for rectification, in text form via the specified support channels;
- Protection of login and authentication information for remote access to the SaaS solution against use by unauthorised third parties. Notification of suspected abuse to zeit ag;

- Ensuring that the personal data processed via the SaaS solution is processed in accordance with the Data Protection Act and may be passed on to contract processors (in this case zeit ag).

7.2.

If these are not fulfilled, zeit ag is no longer bound to the agreed service levels and can only provide the support services as best as possible.

7.3.

The customer is also responsible for regularly checking and ensuring the correctness of the data and information recorded and processed in the SaaS solution. zeit ag accepts no liability for incorrect data and any resulting damage, regardless of the reason for the incorrect data.

8. REMUNERATION

8.1. User fee

The amount of the usage fee depends on various factors:

- Selected service package
- Number of users
- Use of chargeable functionalities

The applicable usage fee is listed in the current SaaS conditions list of zeit ag or can be viewed in the account. The user fees listed in the list of conditions and thus applicable may be unilaterally adjusted by zeit ag at any time and shall enter into force with the next contract term.

The user fee is billed in accordance with the contract term, i.e. generally annually in advance. If the contract is concluded during the calendar year, a pro rata invoice is issued by the end of the calendar year and a second invoice is issued at the beginning of the following calendar year.

8.2. Separately invoiced services

Services that are offered and invoiced separately are based on the hourly rates listed in zeit ag's SaaS conditions list.

8.3. Terms of payment

Depending on the selected payment method, the usage fees are either debited directly in advance or invoiced by zeit ag.

The remuneration invoiced by zeit ag is payable net within 10 days of receipt of the invoice. Without a written counter-report from the customer, each invoice shall be deemed accepted upon expiry of the payment deadline.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1.

The contracting parties undertake to maintain confidentiality with regard to facts and data that are neither disclosed nor generally accessible. This obligation must also be imposed on third parties involved. It also extends to facts and matters whose confidential nature is uncertain. In case of doubt, confidentiality must be clarified with the contractual partner. The confidentiality obligations shall also apply to facts and data which are disclosed to the contractual partner prior to conclusion of the contract and shall remain in force even after termination of the contractual relationship or after fulfilment of the agreed service; subject to statutory, judicial or official obligations to provide information.

zeit ag has the right to pass on content essential for the fulfilment of the contract to subcontractors if they require the content for their tasks.

If a contracting party or a third party involved by it breaches the confidentiality obligation, the breaching contracting party shall owe the other party a

contractual penalty unless it can prove that neither it nor the third party involved is at fault. The fine per case is CHF 10,000. Payment of the contractual penalty shall not release the customer from the duty of confidentiality; the right to claim damages shall remain reserved; the contractual penalty shall be offset against the damages to be paid.

The applicable data protection legislation must be complied with on both sides. The separate order processing contract of zeit ag is in any case an integral part of the contract. In the event of an objection, the provisions of the order processing contract shall take precedence over the provisions of the GTCs and the other contractual provisions.

zeit ag compiles anonymised usage statistics to ensure an optimal user experience and to adapt the further development of the SaaS solution to customer needs. By agreeing to these GTCs, the customer also agrees to the anonymised use of their usage behaviour for these purposes.

10. LIABILITY PROVISIONS

10.1.

zeit ag provides its services in accordance with recognised standards and endeavours to provide the best possible service.

The contracting parties shall be fully liable for direct damage caused by them or by a subcontractor or auxiliary person involved by them, irrespective of the legal grounds, in the event of gross negligence and wilful intent.

In the event of slight and medium negligence, each party shall be liable for direct damages up to an amount of CHF 10,000 per loss event, but not exceeding the amount of the usage fee per contract year.

Liability for force majeure (fire, water, power cuts, earthquakes, strikes, war, etc.) is excluded. If a state of force majeure lasts for more than four weeks, the customer shall be entitled to withdraw from the contract without further ado.

The liability of zeit ag for software used or utilisation rights of third parties is excluded in full.

To the extent permitted by law, the provider accepts no liability whatsoever if a customer breaches its data protection and confidentiality obligations towards third parties or third-party companies within the Cloud.

11. CHANGES TO THE GENERAL TERMS AND CONDITIONS

11.1.

zeit ag reserves the right to amend these GTCs and their contractual components at any time. The customer will be informed of changes to the GTCs by publication on the website. If the customer does not object to the new GTCs or contractual conditions within 60 days, they shall be deemed to have been accepted. In the event of an objection, the contractual relationship will be cancelled with effect from the next possible termination date. The GTCs published on the website of zeit ag shall always be deemed to be the currently valid GTCs.

12. CONCLUSION AND TERM OF CONTRACT

12.1.

The contract including these GTCs SaaS is concluded with the creation of an account and the associated acceptance of these GTCs SaaS. A service package is also selected as part of the account creation process.

When creating a new account, there is initially a minimum term until the end of the following calendar year. After expiry of the minimum term, the contract is automatically extended by contract terms of 1 year, unless one party cancels before the end of the respective contract term.

The reduction to a lower service package also takes place at the end of a contract term.

Ordinary termination is possible subject to a notice period of 3 months to the end of the contract term.

The right to extraordinary termination of the contractual relationship for good cause (namely in the event of non-contractual use by the customer or non-payment of the usage fees) remains reserved.

With the extraordinary termination of the contractual relationship, any right of use of the customer to the purchased software expires. Unless otherwise agreed, the customer shall not be entitled to reclaim any usage fees already paid in the event of extraordinary termination.

13. FINAL PROVISIONS

13.1.

All notifications must be sent in writing to the addresses of the parties or to the contact persons specified. Email shall fulfil the written requirement under this provision. Mandatory, stricter formal requirements of the law or in the contract between the parties remain reserved.

The parties undertake to inform the contractual partner immediately of any changes of address and, in particular, any changes of contact or contact persons. Otherwise, notifications sent to the last known address or the last known contact or contact person shall be deemed to have been received with legal effect.

zeit ag is authorised to distribute all information and newsletters to all contact persons specified by the customer. This does not apply if the relevant contact person expressly rejects such information.

Unless otherwise agreed, the customer agrees that his logo and brand name may be used by zeit ag for advertising purposes. The customer has the right to object in writing to the use of his logo and brand name by zeit ag.

The customer may not assign, transfer or pledge his rights and obligations arising from the contractual



relationship to third parties without the prior written consent of zeit ag. The individual companies within a group are not considered third parties within the meaning of this agreement. In the case of assignments and transfers within a group, however, the contractual partner must be informed in advance.

If individual provisions or parts of these GTCs or the contracts to which these GTCs apply prove to be void, invalid or unenforceable, this shall not affect the validity of the remaining contractual provisions and contractual components. In such a case, the contracting parties shall replace the omitted

provisions in such a way that the purpose intended by the invalid, ineffective or unenforceable part is achieved as far as possible.

Contracts to which these GTCs apply shall be governed exclusively by Swiss law to the exclusion of the provisions of international private law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all legal disputes in connection with contracts to which these GTCs apply is the registered office of zeit ag.