GTCs for DeepService Integration, DeepCloud AG, DeepCloud-Platz 1, 9300 Wittenbach (November 2024)

I. General information

1. These are the General Terms and Conditions for DeepService Integration (**GTCs**) of DeepCloud AG (**DeepCloud**) for the use of its API for the integration of a DeepService (**DeepService**) into the software of a Solution Partner (**SP**), where the SP can take over certain tasks to provide the DeepServices.

2. These GTCs establish the rights and obligations of the Parties when using the DeepCloud API (**API**) with integration of DeepServices.

II. Subject matter of the contract

1. Each use of the API and integration of a DeepService must be requested from DeepCloud and approved in advance. It can only take place after acceptance of these GTCs. The SP has no entitlement to integrate a DeepService into its software. DeepCloud is free to choose its SPs. In case of refusal, the SP shall not be entitled to any claims against DeepCloud.

2. Upon request, DeepCloud shall make a testing and demonstration environment available for the SP's software. To the extent permitted by law, DeepCloud excludes all warranties and liability.

3. DeepCloud's requirements apply (such as the technical interface description, access via https, OAUTH, etc.). The SP shall fully comply with those requirements. The SP, in turn, shall provide DeepCloud with all the necessary information in a timely manner.

4. If DeepCloud advises the SP or provides any other services, the SP undertakes to compensate DeepCloud for such services on a time and material basis at the current hourly rates, following prior notice.

5. DeepCloud checks whether the SP meets DeepCloud's requirements and whether the expected exchange works securely and without technical errors. The testing does not cover any further verifications of the functions or features of the software or of the integration of the DeepService. The SP itself shall perform sufficient verifications and eliminate any errors within a reasonable time to ensure successful integration.

6. If the SP records information or data of the customer (**information**) necessary for providing the integrated DeepService, the SP shall ensure that it is transmitted to DeepCloud as requested by the customer, in a complete, prompt, error-free and accurate manner. The SP is responsible for such data entry and transmission to the DeepService and for the operability of its software. The SP shall ensure that its customers consent to the information exchange.

7. Following approval, the SP will receive access authorisation for the API **(API Key)** from DeepCloud. It is not permitted to share the API key with third parties or to use it for any purpose other than the contractual purpose. The SP may access the DeepCloud software only to the extent necessary to integrate the DeepService into its software, while complying with the applicable statutory and contractual provisions at all times.

8. The integration must be fully operational and comply with DeepCloud's latest requirements throughout the contractual relationship. DeepCloud is entitled to adjust those requirements and perform updates at any time. The SP shall promptly implement such requirements, failing which DeepCloud may prohibit the SP's use of the API and terminate the contractual relationship for cause. Such termination shall not give rise to any claims on the part of the SP. The SP shall be responsible for auditing whether changes have an impact on its software integration and implement them if necessary.

9. DeepCloud is entitled to audit the security, quality, and operability of the API use and of the integration of the DeepService by means of self-certification provided by the SP or by logging, and revoke any approval.

10. If the SP is responsible for any malfunction or unavailability of the DeepServices, the SP shall deploy all reasonable efforts and means to remedy them promptly and inform DeepCloud thereof. The SP shall likewise inform its customers of the unavailability or malfunctions of the integration or of any information exchange.

11. The SP may agree with its customers on its own rules for use of the DeepServices in its software, which shall apply together with the General Terms and Conditions of DeepCloud AG for use of the DeepCloud account, of the DeepServices and of the DeepCloud mobile apps.

12. The SP is responsible for supporting its customers through integration of the DeepServices. The SP shall reach an agreement with its customers or obtain their consent to forward DeepService support cases to DeepCloud, failing which, customers shall submit their support queries directly to DeepCloud. DeepCloud shall not provide any support for the SP's software.

III. Integration of "DeepSign"

1. With DeepSign, DeepCloud provides electronic signing and sealing of documents for which it has entered into contracts with providers of certification and trust services (**C&TS Providers**). By integrating DeepSign into its software, the SP can enable using electronic signatures (Advanced and Qualified Electronic Signatures) and timestamps (simple electronic signatures) in accordance with the Swiss Federal Act on Qualified Electronic Signatures (ZertES) and the EU Regulation on electronic identification and trust services for electronic transactions in the internal markets (eIDAS Regulation) without hash-signing and seals, which are governed by separate GTCs).

2. When integrated, the SP's software will provide all the specifications and functions of the electronic signatures offered by DeepCloud at all stages of the signature process.

3. If the SP provides services during the integration of DeepSign (such as selecting the signature type in accordance with the relevant law and recording the signatory) that are relevant to the C&TS Providers' services as part of DeepSign, then the SP hereby accepts that the terms and conditions of the C&TS Providers also apply (see https://www.swisscom.ch/en/business/enterprise/offer/security/digital_certificate_service.html).

4. After integration, the customer may use the signing function for individuals **(Signatories)**, in which case both the customer and the Signatories must accept the relevant contractual provisions of DeepCloud and the C&TS Providers in advance.

5. The software provides the customer with a user administration system equivalent to that of DeepCloud, enabling the customer to manage and define users and authorisations for signatures. Users must log into the software before using DeepSign (preferably through 2FA).

6. The software indicates the signature type (SES, AES, or QES) and the applicable legal framework governing the signature (in accordance with ZertES or the eIDAS Regulation) upon selection. The software ensures that the desired signature type can be selected in accordance with the relevant law and, if necessary, the desired identification method, as well as the existing functionalities of DeepSign.

7. If specified by the integration, the software records and transmits certain information to DeepSign for the signature process (e.g., data about the signatories, the signature type, the legal framework, the identification method, the document to be signed, and other relevant information depending on the use of DeepSign functionalities).

8. The software logs the query and related information. DeepCloud and the C&TS Providers may review these logs and are entitled to request the corresponding supporting evidence.

9. The software displays an overview of all the documents in the signature process that were initiated from the SP's software.

10. The issuance of electronic signatures is a highly regulated process in which DeepCloud must fulfil certain auditing and control requirements of the C&TS Providers. Since the SP becomes part of the process by integrating DeepSign, the SP shall likewise accept any audit queries that may be addressed to it. If nonconformities are detected, the SP shall eliminate them or else DeepCloud can terminate the use of DeepSign for the SP.

IV. Rights of use, intellectual property rights

1. DeepCloud grants the SP a non-transferable and non-exclusive right to use the API and DeepServices through integration in its software for the duration of the contractual relationship.

2. The rights of use granted shall always apply to the latest version of the API and of the DeepServices. Those rights shall extend to updates, upgrades, developments, patches and new releases.

3. It is prohibited for the SP to make the API or DeepServices accessible to unauthorised third parties in any way, whether through rental, provision for individual or shared use, sublicensing or transfer, or to otherwise utilise it without DeepCloud's written consent. Moreover, the SP is not entitled to use the software deployed in the DeepCloud environment for any use other than the use granted herein.

4. The SP shall not circumvent the limitation of the scope of its rights to the software granted by DeepCloud by integrating its own software components.

5. The SP shall immediately inform DeepCloud in writing if third parties assert intellectual property rights (e.g., copyrights or patent rights) against the SP that relate to DeepServices when using the API. The SP shall not take any legal action without DeepCloud's authorisation and shall not of its own accord acknowledge any claims of the third party without DeepCloud's consent. DeepCloud shall take all necessary defensive measures, such as defending against third-party claims, at its own expense, unless such claims arise from a breach of duty on the part of the SP or its customers (e.g., use of the DeepServices or API in breach of contract). In such a case, the SP shall indemnify and hold DeepCloud harmless from and against any related third-party claims.

6. All intellectual property of DeepCloud is protected by copyright and all rights are held exclusively by DeepCloud or by the designated rights holders. Such intellectual property includes the DeepServices, DeepCloud API, analyses, data, content, texts, images, photos, videos, logos, planning and concept documents, programming material, software including related documents, reports, drawings, websites and similar results.

7. Any copyrightable intellectual property that arises during the provision of its services, all rights to such intellectual property, particularly copyrights, rights to the results of work, inventions, and technical property rights shall belong exclusively to DeepCloud, even if such intellectual property was created pursuant to the SP's specifications or support.

8. DeepCloud is entitled to use any technical or economic know-how and other intellectual property developed and/or applied in the performance of its services, including for other SPs or customers; this applies in particular to software.

9. Written consent of the rights holders must be obtained in advance for any further use of any intellectual property. Consent may be revoked at any time without any particular formal requirements.

10. Following approval by DeepCloud, the integration of the DeepServices into the SP's software shall be made known. The SP undertakes to identify the integration of DeepServices into its software by using the DeepCloud logos. The Parties hereby grant one another a limited, non-transferable, and non-exclusive right to use the other Party's trademarks, logos, and other distinctive signs in connection with such integration, without any entitlement to compensation, for the duration of the contractual relationship.

V. Data Protection and Confidentiality

1. The SP shall comply with the provisions of the applicable data protection law (including confidentiality) and ensure compliance therewith by its employees and commissioned third parties. This obligation shall also survive termination of the contractual relationship.

2. The SP shall check whether the possibilities of access to the DeepServices and the information exchange via the API meet its security requirements and ensure appropriate data protection. The SP shall take all technical and organisational measures required by the state of the art to protect the API, the DeepServices and the resulting access to the customer's data against undesired disclosure, unauthorised access, theft or misuse. The SP shall take measures to ensure that the DeepServices can be used via its software securely and in compliance with the contract and applicable laws.

3. DeepCloud will not conduct any security audit of the SP's software but will only test the API connection to its software.

4. The software shall prevent tampering with the DeepServices (e.g. forcing a signature onto a document other than that approved by the user) or access by unauthorised users. The SP must be capable of demonstrating its protection plan with respect to the foregoing upon request by DeepCloud.

5. The SP shall promptly inform DeepCloud if the security cannot be ensured. The SP shall disclose the measures it has implemented if so requested by DeepCloud, the C&TS Providers or other authorised auditors, and adapt its software or measures to the new specifications within the prescribed time limits.

6. The SP shall promptly report to DeepCloud any security incidents, compromises of protective mechanisms, or other security-relevant abnormalities reported to it by customers or data subjects during the use of the DeepServices, so that DeepCloud can assess its reporting obligations and take countermeasures to prevent potential damages.

7. Both Parties undertake to treat as confidential all information that is not public knowledge and that comes to their attention in connection with the contractual relationship or regarding customers and business relationships of the other Party. They undertake to make such information available to third parties (including vicarious agents) only if and to the extent that it is contractually permitted for the Parties to do so, expressly authorised by the other Party, or required by an administrative or judicial order, or due to statutory obligations.

8. If the SP is commissioned by DeepCloud to process personal data for the provision of the DeepServices, DeepCloud and the SP shall into enter into the Data Processing Agreement, which shall form an integral part of these GTCs.

VI. Warranty and Availability

1. DeepCloud shall provide the SP with the services under these GTCs faithfully and carefully. In contrast, there is no guarantee of bringing about a successful connection or integration of the DeepServices into the SP's software.

2. The rights of use granted apply to the API in the condition in which it is provided. Any warranty for usage of the API is hereby excluded to the extent permitted by law.

3. DeepCloud shall endeavour, to the best of its abilities, to make the DeepServices available without interruption. However, DeepCloud offers no guarantee of constant availability, particularly not for services of the C&TS Providers on which it is dependent. DeepCloud may temporarily limit the availability, particularly due to capacity limits, the security or integrity of the servers or the performance of technical maintenance, upgrades or repair work.

4. The SP shall perform its services faithfully and carefully. The SP hereby warrants that its connection to the API and integration of DeepServices will not infringe any third-party intellectual property rights and are free from defects, particularly that any information that is to be processed in its software and to be transmitted to DeepCloud is, as required by the customer, complete, timely, error-free and accurate, ensuring that the DeepServices can be performed properly.

5. The SP shall regularly monitor its API use and integration and promptly remedy any existing defects, particularly before signatures can be issued incorrectly.

6. The SP is liable for any impairments or malfunctions of the DeepServices (such as deteriorating performance, etc.) caused by its integration into the SP's software, shall rectify any such impairments or malfunctions at its own expense, and shall indemnify and hold DeepCloud harmless from and against any claims asserted against it.

VII. Liability and Limitation of Liability

1. Unless otherwise provided in these GTCs, the SP shall be liable in accordance with the statutory provisions.

2. If DeepCloud or a C&TS Provider is successfully sued for damage suffered by a person as a result of reliance on a valid certificate (for signatures, seals, or timestamps), and it is established that the damage is attributable to the SP's breaches of duty, the SP shall indemnify DeepCloud and the C&TS Provider with unlimited liability (since DeepCloud and the C&TS Provider cannot, by operation of law, limit their liability in respect thereof), provided that DeepCloud and the C&TS Provider themselves did not cause such damage wilfully or negligently. Such damage, as well as damage caused by breaches of data protection and confidentiality provisions, shall be deemed direct damage.

3. The SP shall fully indemnify and hold DeepCloud harmless from and against any claims asserted against DeepCloud or the C&TS Providers that are based on the SP's breach of statutory or contractual provisions (such as failure to comply with the agreed functions and specifications of the application) that arise during the use of the DeepCloud API with the SP's application in connection with the DeepSign product range, particularly for damage for which DeepCloud or the C&TS Providers are liable to third parties under statutory provisions pursuant to the eIDAS Regulation or ZertES.

4. DeepCloud shall be liable in accordance with mandatory statutory provisions; any other liability to the SP is excluded, whether for contractual or non-contractual claims.

VIII. Term of contract

1. Under these GTCs, the contractual relationship shall commence upon acceptance of these GTCs or at the latest upon use of the API, and shall remain in effect indefinitely. Notice of termination may be given by either party at any time, without payment of compensation, in writing or with electronic signature (simple electronic signature shall suffice), with a notice period of 3 months to the end of any calendar month.

2. DeepCloud reserves the right to terminate the contractual relationship at any time with immediate effect if the SP violates or fails to comply with provisions agreed between the Parties or statutory provisions despite having received a warning.

3. The right to terminate for good cause is reserved for both Parties.

4. In the event of termination, the SP shall discontinue the integration of the DeepServices into its software and the use of the API and remove the label attesting to such integration. The SP shall destroy the API Key received.

5. If possible after prior consultation with the SP, DeepCloud may restrict, suspend or terminate the SP's access to the API or to the information exchange if DeepCloud believes in good faith or has a justified suspicion that there are security risks or a breach of the contract or of statutory provisions.

6. If DeepCloud wishes to discontinue, suspend, or significantly restrict the API or DeepServices in whole or in substantial part (e.g. due to end-of-life of a functionality or for regulatory reasons), it is entitled to do so. DeepCloud shall give the SP reasonable advance notice thereof, unless there are compelling reasons not to do so.

7. The SP shall promptly notify DeepCloud of any discontinuation of its business activities, as well as the receipt of a bankruptcy notice, the opening of bankruptcy proceedings against it, or similar events under insolvency law.

IX. Final provisions

1. These GTCs shall supersede any previous agreements with the SP concerning the subject matter of the contractual relationship.

2. DeepCloud may adapt these GTCs and its services and processes to changing circumstances provided that there is a legitimate interest in doing so (e.g. new statutory and regulatory requirements, technical standards, technologies, orders from C&TS Providers or other supervisory bodies, new possibilities of use, business models and prices). The SP shall be notified of any such changes reasonably in advance by e-mail, in writing or otherwise. In the event of objectively significant changes, the SP shall have the right of extraordinary termination with effect from the planned date of the change, which must be exercised within 10 days after the date of notification of the change.

3. The SP shall be notified in advance of any technical modifications to the DeepCloud API, which shall be promptly implemented. In the event of a high IT risk or a direct order from the C&TS Providers, corresponding adaptations shall be promptly implemented at the SP or the use of the API shall be discontinued.

4. The SP shall be deemed to approve such adaptations and modifications by continuing to use the API as of the modification date.

5. Any general terms of business or license terms of the SP are hereby excluded.

6. DeepCloud may assign its rights and obligations to qualified third parties at any time with discharging effect, subject to informing the SP thereof in advance.

7. If any provisions of these GTCs prove to be inoperative or null and void, the remaining provisions shall not be rendered inoperative or null and void but rather be replaced by such provisions as most closely reflect the economic purpose of the provision in question. The same will apply in the event of a gap or omission.

8. Swiss law will apply to the exclusion of the provisions of private international law and the Vienna Convention on Contracts for the International Sale of Goods. The place of jurisdiction will be the city of St. Gallen. The foregoing is without prejudice to any mandatory jurisdictions.

9. These GTCs are available in various languages. In case of discrepancies or contradictions, the German version shall prevail.