

1. Preamble

- 1.1. These Terms of Use apply to usage of DeepCloud APIs and regulate the access of the DeepCloud customer ("Customer") to the DeepCloud APIs offered by DeepCloud for connection of software applications or services ("Third-Party Software") from software providers ("SW Providers") to the DeepCloud software or the software used by the Customer. By using an DeepCloud API, the Customer consents to these Terms of Use. It is assumed that the Customer has the required authorization for the activation of the DeepCloud API and acceptance of the ToU. Otherwise, it is not permitted to activate a DeepCloud API.
- 1.2. In case of a discrepancy between these Terms of Use and additional terms and conditions applicable to a certain DeepCloud API, these Terms of Use shall take precedence over the additional terms and conditions. Details on the relevant DeepCloud APIs (such as their scope, purpose, technical requirements, etc.) can be found in the relevant detailed provisions, which shall also apply.

2. Subject matter of the contract

- 2.1. DeepCloud offers a variety of DeepCloud APIs for a wide range of use cases for Third-Party Software. DeepCloud may decide at its discretion whether and which Third-Party Software can be connected via Deepcloud APIs. The offer to connect Third-Party Software may be discontinued by Abacus at any time for good cause.
- 2.2. In order to use a certain API, the Customer must have a corresponding API user licence for DeepCloud software or Third-Party Software, and the General Terms and Conditions for the use of its services also apply to the DeepCloud software. Under certain circumstances, further fees (such as subscription or usage fees) are payable or additional requirements must be met, about which DeepCloud will provide information separately.
- 2.3. By means of the DeepCloud API, data is automatically transferred between the DeepCloud software and the Third-Party Software, imported and/or exported, and then subsequently processed in the relevant systems.
- 2.4. Deepcloud may impose and enforce restrictions on usage of the DeepCloud APIs (such as limiting the number of API requests, number of users, etc.). The DeepCloud APIs may be used only to the specified extent.
- 2.5. The Customer shall not attempt to circumvent such restrictions. Customers who wish to use DeepCloud API beyond such limits may contact DeepCloud to express their requests. DeepCloud may deny such a request or make its acceptance conditional on additional requirements and/or fees for such use.
- 2.6. DeepCloud does not provide the Customer with support for the Third-Party Software. For such support, the Customer must directly contact the third-party provider.
- 2.7. The Customer itself is responsible for the data processing carried out during use of the DeepCloud API and for compliance with the data protection and data security regulations. DeepCloud is the provider of the SaaS solution and is only involved in the customer's data processing as Data Processor commissioned by the Customer.
- 2.8. DeepCloud may send the Customer any necessary notifications connected with the usage of the DeepCloud API. Such notifications may contain confidential information. If the Customer receives such information it shall not disclose it to third parties without DeepCloud's prior written consent.
- 2.9. DeepCloud may monitor the technical usage of the DeepCloud APIs for purposes of quality assurance or improvement, to check compliance with the Terms of Use or to protect itself against misuse. DeepCloud may employ technical means to prevent such security problems and suspend access to the DeepCloud APIs without prior notice if there are grounds for assuming that these terms and conditions are being violated.

3. Warranty and Liability

- 3.1. DeepCloud cannot guarantee that the functional scope of the DeepCloud API will meet the customer's requirements. DeepCloud shall test in advance the technical operation of the Third-Party Software's connection to the DeepCloud software via the DeepCloud API. DeepCloud does not check the functions or properties of the Third-Party Software, in particular whether the transmitted data is properly transferred or displayed in the corresponding software. They do not run a security check on Third-Party Software. That is the responsibility of the Customer or of the SW Provider, as its contracting partner.
- 3.2. These Terms of Use provide no warranty against defects in the DeepCloud API. Such a warranty is provided exclusively within the framework of the General Terms and Conditions of DeepCloud AG for use of the DeepCloud account, of the DeepServices and of the DeepCloud mobile Apps. The DeepCloud warranty does not cover errors, irregularities or data loss within the DeepCloud software caused by importing data from Third-Party Software. DeepCloud provides no such warranty, since the Customer is responsible for the connection of the Third-Party Software and its possible effects on the corresponding software.
- 3.3. Any liability of DeepCloud for the Customer's use of the DeepCloud API is hereby excluded, to the extent permitted by law. DeepCloud is not responsible for the connected Third-Party Software and disclaims any and all warranties and liabilities in that respect.

4. Duration of use

- 4.1. Use of the DeepCloud API by a Customer only takes place after licensing and activation of the DeepCloud API by the Customer, whereby the Customer releases and consents to the data exchange. The Customer may terminate the use of the DeepCloud API at any time. The Customer shall observe the existing notice periods for termination of the use of the Third-Party Software, which depend on the Customer's contract with the SW Provider.
- 4.2. DeepCloud may modify these Terms of Use in whole or in part. Customers who disagree with the modified Terms of Use may terminate the use of the DeepCloud API. By continuing to use the Abacus API, the Customer declares acceptance of the modified Terms of Use.

5. Final provisions

- 5.1. 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.
- 5.2. The terms of use are available in various languages. In case of any discrepancies or contradictions, the German version shall prevail.