

General Terms and Conditions for Enterprise Customers

Frontify AG, Version: November 2021

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1. Scope of Application

These General Terms and Conditions (the “**GTC**”) govern the contractual framework conditions between Frontify and the Customer in connection with the provision of a software for use via the Internet (Software-as-a-Service).

The Customer recognizes this version of the GTC as an integral part of the Frontify License Agreement (the “**FLA**”) and of any other existing and/or future contractual arrangements between the Customer and Frontify in connection with the provision of the Frontify Services.

A detailed description of the Frontify Services arises from the FLA concluded between Frontify and the Customer.

The GTC supplement the FLA. Therefore, in the event of inconsistencies between the GTC and the FLA, the provisions of the FLA shall prevail and supersede the provisions of the GTC.

Any deviations and/or additional terms to the GTC shall require the express written approval of Frontify and the Customer. Such deviating provisions shall only apply to the FLA and shall have no prejudicial effects on any other agreements between the contractual Parties.

Any general terms and conditions of the Customer are herewith expressly objected to. Their application to the contractual relationship between Frontify and the Customer is excluded.

2. Definitions

The following capitalized terms shall have the meaning given to them in this section. Any other capitalized term not included in this section shall have the meaning given to it in the respective section. For clarity, any reference to the singular also includes the plural and every reference to a gender also includes any other gender.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than fifty (50) % of the voting interests of the subject entity, or otherwise having the power to govern the financial and the operating policies or to appoint the management of the subject entity.

“Basic Period” means the initial term for which the FLA is concluded (e.g., twelve (12), twenty-four (24), or thirty-six (36) months).

“Customer” means the contractual party signing the FLA.

“Customer Data” means all data that are uploaded to the Frontify Services and/or created with the use of the Frontify Platform.

“Customer Personnel” means the employees of the Customer and of its Affiliates, independent contractors, agents, sub-contractors and any other third party engaged by the Customer to fulfil Customer’s rights and obligations under the FLA.

“Extension Period” means the license term following the end of the Basic Period for which the FLA is renewed (e.g., twelve (12), twenty-four (24), or thirty-six (36) months).

“Fees” means the license fees owed and paid by the Customer to Frontify during the entire duration of the FLA. The Fees may, in particular, comprise a one-time setup fee, a fixed monthly basic fee (e.g., for products purchased, support, hosting and maintenance services) and a monthly usage fee depending on the Usage Units purchased by the Customer.

“Force Majeure” means an event which is unforeseeable, beyond the control of Frontify, and that cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God; acts of government; earthquakes; pandemics; civil unrest; acts of terror; strikes; computer, telecommunications, internet service provider or hosting facility failures; delays involving hardware, software or power systems not within Frontify possession or reasonable control; and denial of service attacks.

“Frontify” means Frontify AG.

“Frontify License Agreement” (“FLA”) means the license agreement concluded between Frontify and the Customer for the use of the Frontify Services, including all its attachments, in particular but not limited to the Offer, the GTC, the Service Level Agreement and any other additional document governing the contractual relationship between Frontify and the Customer.

“Frontify Personnel” means the employees of Frontify and its Affiliates involved in the provision of the Frontify Services to the Customer.

“Frontify Platform” means the software that Frontify licenses to Customer for use via the Internet, namely the all-in-one web-based brand management SaaS solution platform offered by Frontify.

“Frontify Services” means the services offered by Frontify and purchased by the Customer, both currently and in the future, including the license to use the Frontify Platform.

“Integrations” means independent third-party products and services that customers can enable to extend the experience and functionality of the Frontify Services.

“Monthly Active Users” (“MAU”) means the number of Users who have accessed the Frontify Platform at least once in a calendar month.

“Offer” means the commercial arrangement between Frontify and the Customer providing details of the Frontify Services purchased by Customer, including the relevant Fees, and which is attached to the FLA.

“Party” means Frontify or Customer taken individually, whereas **“Parties”** means Frontify and Customer taken collectively.

“Permitted Use” means that the Customer is entitled to use the Frontify Services exclusively for the exercise of its commercial or independent professional activity and in accordance with section 3.1.

“Service Level Agreement” (“SLA”) means the valid version of the Service Level Agreement between Frontify and the Customer, which forms an integral part of the FLA.

“Service Level Package” means the applicable package purchased by the Customer in relation to the standards embedded in the SLA.

“Usage Units” means the portion of the Frontify Services that include MAU and storage, which can vary during the term of the FLA depending on the needs of the Customer.

“User” means the natural person who belongs to Customer Personnel and who has created or obtained an account to access the Frontify Services.

3. Services Provided by Frontify

3.1. Right of Use

Frontify shall provide to Customer and its Affiliates the license to access, use and benefit from the Frontify Services described in the FLA, in accordance with the applicable Fees in the respective Offer. The Customer and its Affiliates are not entitled to further rights associated with the Frontify Platform, such as ownership, copyright, patent, trademark, or other usage rights which are not explicitly granted under the applicable FLA.

The Frontify Platform shall be operated by Frontify using the infrastructure of a trusted cloud hosting provider. For the duration of the FLA, Customer and its Affiliates are given the non-exclusive and non-transferable right to access the Frontify Platform by means of a browser and an internet connection and to use the same only for their own business purposes. The Customer is responsible for the internet connection to access and use the Frontify Services and has to make sure that the required hardware and software for this purpose is in place (e.g., PC, network connection, browser).

The Customer shall be solely responsible for the accuracy, integrity and legality of the content and use of the Frontify Platform made by any User, including maintaining and updating the content uploaded and available on the Frontify Platform. In particular, the Customer represents and ensures that any User will not upload, transmit, support, store, incite, promote or otherwise make available on the Frontify Platform: a) any content that is or could reasonably be viewed as unlawful (including the infringement of third parties intellectual property rights), racist, hostile, violent, discriminatory (including relating to race, religion, sex, sexual orientation, age, disability, ancestry or national origin), harmful, harassing, defamatory, vulgar, obscene or otherwise objectionable; or b) which contains libelous material, harmful code, software viruses, worms, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Frontify Services. In this case Frontify has the right to immediately remove the respective User's content and suspend the User's account. Frontify shall inform the Customer of such corrective action.

The right of use is limited to the number of Usage Units and the portion of the Frontify Services licensed to the Customer in accordance with the details of the FLA. Any right to share User's login credentials among Customer Personnel is expressly prohibited. Any sub-licensing or further licensing of the Frontify Platform is prohibited without Frontify's prior written consent. The Customer has no right to a copy and thus also no right to a backup copy of the source code of the Frontify Platform. All rights in the Frontify Services over and above the right of use defined pursuant to the FLA remain fully with Frontify, whereas the right to the Customer Data remains with the Customer.

3.2. Use of API and CDN

For the duration of the FLA, Frontify grants Customer and its Affiliates a limited, non-exclusive, non-assignable, non-transferable, revocable license to access and use the API and the CDN offered by Frontify and to build integrations between them, the Frontify Services, and third parties' services to enhance Customer's experience in the use of the Frontify Services. This license is subject to the limitations set forth in these GTCs, including the use in accordance with the Permitted Use.

Customer and its Affiliates have the right to use the API and the CDN for free to a maximum of three (3) Terabyte per month. Frontify will monitor the use of API and CDN and contact Customer if the use exceeds such limits. If the service usage of the API and CDN has been exceeding such limits for more than three months, Frontify will take corrective action, including invoicing additional costs to Customer or, if Customers does not accept any additional charge for the increasing usage of the API and CDN license, Frontify has the right to throttle the bandwidth of the service API, temporarily suspend the API and CDN service or, if there is no other available option, terminate Customer's API and CDN license.

3.3. Restrictions

Customer shall not, directly or indirectly a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to operate the Frontify Platform or any software, documentation or data related to the Frontify Services b) modify, translate, or create derivative works based on the specifications of the Frontify Platform (except to the extent expressly permitted by Frontify or authorized within the Frontify Services) or c) remove any proprietary notices or labels.

3.4. Operation

Frontify shall take appropriate measures in accordance with the industry standards for similar products and services to make it possible for the Users to use the Frontify Services as interruption-free as possible. Frontify cannot guarantee availability of the Frontify Services at all times and absence of any other disruptions and interruptions to the functioning of the Frontify Platform, but shall perform in accordance with the SLA and the SLA Package purchased by the Customer.

The Customer shall notify Frontify of any disruptions to the Frontify Platform without delay and provide information regarding the details of the circumstances of the issue. Frontify shall remedy such disruption within an appropriate period of time in accordance with the Resolution Time in the respective SLA Package purchased by the Customer. Frontify is entitled to circumvent the disruption to the Service by means of a workaround solution if the cause of the disruption itself is only to be remedied with

inappropriate expense and the usability of the Service is not significantly negatively affected.

3.5. Support

At the beginning of the Basic Period, Frontify will assign to Customer a dedicated Customer Success Team, which will be responsible to liaise with the Customer during the entire duration of the contractual relationship between the Customer and Frontify. To understand how to manage the Frontify Platform, Frontify will initially provide Customer access to training material, which includes general know-how transfer, enablement about the different features of the Frontify Platform, and best practice guidance for configuration and implementation.

In support of use of the Frontify Services, Frontify shall also provide online support in accordance with the standards of the SLA. The support shall not include general know-how transfer, trainings, configuration implementation or customer-specific documentation or modification of the Frontify-Platform.

Frontify shall provide the support services during working hours from Monday to Friday between 8.30 am and 5.00 pm Central European Time (CET) and Eastern Standard Time (EST). Legal holidays in St Gallen, Switzerland, and New York, USA, are excluded. Inquiries received outside of these support times shall be regarded as received on the following working day.

3.6. Changes to the Frontify Platform

Frontify may modify the Frontify Platform for the purposes of adapting it to technical or commercial market changes, to include new, or disable obsolete, products, to improve Customer's experience, and for good cause. In particular, such shall be deemed to exist if the modification is required due to:

- a) a necessary adaptation to a new legal situation or case law;
- b) changed technical framework conditions (e.g., new browser versions);
- c) protection of system security; or
- d) further development of the Frontify Platform.

Such modifications shall not substantially negatively impair the functionality of the Frontify Platform. If the modification of one or more of products have such a negative and substantial material impact on the functionality of the Frontify Platform, Frontify will make commercially reasonable efforts to communicate such changes to Customer in due time through one of its communication channels.

4. Involvement of Third Parties

Frontify is entitled to involve third parties for the purpose of meeting its contractual obligations towards Customer. This shall, in particular, apply, but it is not limited to Frontify Personnel, sub-contractors (including hosting services) and Integrations.

Frontify shall be liable for the conduct of the Frontify Personnel and the sub-contractors as far as legally permissible, but only to the extent that Frontify would be liable for its own conduct as set forth in these GTC. Frontify makes no representation or warranty and waives any liability in relation to a) the content and use of the Integrations by the Customer, for which the valid applicable terms and conditions of the Integration shall apply to Customer and b) any adverse impact on the usability of the Frontify Services that may arise from a request by the Customer to disable certain functionalities provided by third parties.

5. Fees and Payment Terms

5.1. Fee Structure and Due Date of the Fees

For the use of the Frontify Services during the entire duration of the FLA, the Customer shall owe Frontify the Fees agreed to in the FLA. The Fees shall be due for payment in advance for the license period agreed in the FLA.

5.2. Increase and Decrease of Usage Units

Any increase of the Usage Units and/or the addition of products is possible at any time. The fees for additional Usage Units and/or for additional products shall be invoiced on a pro rata basis in the event of an increase within the Basic Period or an Extension Period.

A reduction of the number of booked Usage Units and/or products is possible with effect as of the end of the Basic or an Extension Period or prior thereto with the agreement of Frontify.

The prices pursuant to the Frontify's price list applicable at the time of the increase or decrease of Usage Units shall apply.

5.3. Increase and Decrease of Monthly Active Users

The Customer is responsible for monitoring via the Frontify Platform the number of MAU. Frontify will provide support to the Customer in checking the average MAU used. Before the beginning of the Basic Period and periodically during the entire duration of

the FLA, Frontify will help Customer to calculate the right amount of MAU that Customer would need to purchase in accordance with Customer's needs, including by analyzing the average MAU over the previous six (6) months of license.

5.4. Invoicing

Frontify shall invoice the fees for the Basic Period as agreed in the FLA and then for Each Extension Period accordingly. Frontify's invoices shall be due for payment with a payment term of thirty (30) days strictly net. The Customer shall be in default after expiration of this payment period and upon a notice of Frontify in accordance with the provisions of section 5.6 below. The default interest shall be five (5) % p.a.

5.5. Net Prices

All prices exclude the respectively applicable statutory sales tax (e.g. value added tax). The Customer is responsible for any sales taxes due. If the Customer is based in Switzerland, the value added tax will be paid by Frontify directly to the competent authority. Nevertheless, in such a case, Customer shall pay the amount corresponding to the value added tax to Frontify. If the Customer is based outside Switzerland, the reverse charge system shall apply for any value added tax.

5.6. Measures in the Event of Payment Default

If the Customer defaults on the payment of fees, ten (10) days after relevant warning by email or letter, Frontify is entitled to block access to the Frontify Platform and/or extraordinarily terminate the contractual relationship pursuant to section 12.2 b) without any liability. The Customer shall have no access to the Customer Data during the block.

6. Intellectual Property and Data Protection

6.1. Intellectual Property Rights

The Customer is exclusively entitled to the data input, generated thereby and allocatable to the Customer and/or the Users in the context of the use of the Frontify Platform. The Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Frontify Services.

Frontify shall own and retain all right, title and interest in and to (a) the Frontify Services, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with Frontify

Services, and (c) all intellectual property rights related to any of the foregoing. The provisions of this section shall survive any termination of the FLA.

6.2. Data Protection

Both Parties acknowledge and commit that the use and processing of Customer Data that contain personal data ("**Customer Personal Data**") is in accordance with any relevant applicable data protection law, including but not limited to the Federal Act on Data Protection ("**FADP**") and the EU General Data Protection Regulation ("**GDPR**").

If the Customer is the Data Controller under Art. 4 GDPR, Frontify shall process personal data solely on behalf of and according to the instructions of the Customer. The processed Customer Personal Data is used exclusively to fulfil the contractual obligations arising out of the FLA and are handled in accordance with Frontify's Privacy Policy (frontify.com/privacy). The Customer remains responsible for the lawfulness of the collection, processing and use of Customer Personal Data in accordance with any applicable data protection law.

Frontify is, as far as applicable, fully compliant with the regulations of the FADP and the GDPR. Frontify provides the Customer with the opportunity to enter a Data Processing Agreement ("**DPA**"). Upon signature of the Parties, the DPA shall form an integral part of the contractual relationship between Frontify and the Customer. The Customer can request the DPA from Frontify via legal@frontify.com.

7. Publicity

For the entire duration of the FLA, Customer grants Frontify permission to use Customer's name and logo for marketing and sales purposes in accordance with Customer's brand guidelines, subject to the justified confidentiality interests of the Customer.

Frontify shall only use Customer's name and logo for its own marketing and sales activities and will under no circumstances sell Customer Data to third parties for their marketing purposes. Any further reference rights agreed between the Customer and Frontify shall be specified in the FLA.

8. Indemnification

8.1. Customer's Indemnification

The Customer shall indemnify and hold harmless Frontify, Frontify Personnel and its Affiliates against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) suffered or incurred by Frontify in connection with any third-party claim or action that might arise from (a) the unlawful use of the Frontify Services by the Customer or its Affiliates and/or, with the consent of the Customer, by third parties, (b) any actual or alleged breach of data protection laws or intellectual property rights by Customer or its Affiliates or (c) other legal disputes associated with the use of the Frontify Services by the Customer or its Affiliates contrary to the Permitted Use or in breach of the terms of the FLA.

In the assertion of relevant third-party claims associated with any of the indemnification obligations abovementioned ("**Claims**"), Frontify shall notify the Customer in writing without delay and shall give Customer reasonable assistance and the opportunity to assume sole control over defense and settlement of the same. In the event Frontify determines or reasonably suspects that a Claim asserted by a third party against Frontify may be well grounded, Frontify is entitled, in its sole discretion, to block access to the Frontify Platform for the Customer with prior written notice (email sufficing). Any compensation claims and liability of Frontify asserted by the Customer as a result of the block of the Frontify Platform is excluded.

Notwithstanding the foregoing, Frontify will cooperate with Customer to restore access to the Frontify Platform if Frontify acknowledges that Customer has resolved the conditions requiring suspension, unless the FLA has been already terminated in accordance with these GTC.

8.2. Frontify's Indemnification

Frontify shall indemnify and hold harmless Customer from liability to third parties resulting from infringement by the Frontify Services of any intellectual property right, including but not limited to any patent or any copyright or misappropriation of any trade secret, provided Frontify is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Frontify will not be responsible for any settlement it does not approve in writing.

The foregoing obligations shall not apply with respect to portions or components of the Frontify Services a) not supplied directly by Frontify, b) made in whole or in part in accordance with Customer specifications, c) that are modified by Customer, Customer's Affiliate or Customer's Personnel after delivery by Frontify, d) combined with other products, processes or materials, including Integrations, where the alleged infringement relates to such combination and/or is caused by the Integration, e)

where Customer fails to cease any activity in violation of the provisions of the FLV or applicable law after being notified thereof or after being informed of reasonable modifications that would have avoided a violation, or f) where Customer's use of the Frontify Services, including of the license of the API and CDN, is not strictly in accordance with the Permitted Use. If, due to a claim of infringement, the Frontify Services are held by a court of competent jurisdiction to be or are believed by Frontify to be infringing, Frontify may, at its option and expense a) replace or modify the Frontify Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, b) obtain for Customer a license to continue using the Frontify Service, or c) if neither of the foregoing is commercially practicable, terminate the FLA and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Frontify Service.

9. Liability

Notwithstanding anything to the contrary, Frontify, its Affiliates, the Frontify Personnel, its suppliers (including but not limited to all equipment and technology suppliers), representatives, and contractors shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, punitive, special or consequential damages; (c) for damages caused by Force Majeure; or (d) for any amounts that, together with amounts associated with all other claims, exceed the agreed amount of the Fee paid or payable by Customer in the previous twelve (12) months since the first claim arose, in each case, whether or not Frontify has been advised of the possibility of such damages.

The exclusions and limitations set will not apply to any claim, damages or other liabilities arising out of or related to the death and/or personal injury of a person, fraud and/or wilful misconduct.

10. Warranties

10.1. Frontify's Warranties

Frontify warrants that:

1. it has the right and authority to enter into and to carry out the obligations contemplated in the FLA.
2. Frontify is either the owner of, or has all rights, title, and interest necessary to grant to Customer the rights included in the FLA.
3. upon delivery of the Frontify Platform, Frontify will not introduce, and use industry standards methods to prevent the introduction of any virus, worm, back door, Trojan horse, time bombs, software locks, or similar harmful, destructive, or disruptive code into the Frontify Platform.
4. during the entire duration of the FLA Frontify will maintain the insurance coverage provided for under section 11.

Except as set forth above, the Frontify Services are provided "as is". Frontify makes no other warranties, expressed or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.

10.2. Customer's Warranties

The Customer warrants that:

1. it has the right and authority to enter into and perform its obligations under the FLA.
2. during the entire duration of the FLA the Customer, including its Affiliates and Customer's Personnel, will comply with the obligations under the FLA and will not use, or allow third parties to use Frontify Services against the Permitted Use and that Customer Data will not infringe the intellectual property rights of third parties.
3. at the time of entering into the FLA it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver (or other insolvency practitioner) or petition for winding up or to exercise any other rights over or against its asset.

11. Insurance

During the term of the FLA between Frontify and Customer, Frontify shall maintain sufficient insurance coverage to meet its obligations towards Customer and the governing law. Frontify will maintain the insurance policy at its sole cost and expense. This insurance coverage shall at least encompass a worker's compensation liability coverage, comprehensive general liability coverage, including contractual liability for bodily injury, including death and property damage, product liability coverage, and cyber liability coverage.

Neither the existence of nor the assent by Customer to the types or limits of insurance carried by Frontify shall be deemed as a waiver or release of Frontify's liability or responsibilities.

12. Term and Termination

12.1. Term

The FLA is concluded for the Basic Period set forth between Frontify and the Customer in the FLA. Upon expiry of the Basic Period, the FLA shall extend automatically by the same period (each an Extension Period) if the Agreement is not ordinarily or extraordinarily terminated pursuant to section 12.2 below, by one of the Parties.

12.2. Termination

a) Ordinary termination

The FLA may be terminated by each Party by giving written notice to the other Party at least three (3) months before the end of the Basic Period or an Extension Period. The termination shall become effective on the first calendar day following the expiration of the Basic Period or an Extension Period.

b) Extraordinary termination

Either Party may extraordinarily terminate the FLA for good cause at any time and with immediate effect. Good cause entitling a Party to extraordinary termination shall include:

1. if a Party breaches its contractual obligations insofar as the breach was not or cannot be cured by the breaching Party within twenty (20) days despite prior written warning by the other Party;
2. if insolvency proceedings are instituted against the other Party;

3. for Frontify, if the Customer defaults on the payment of fees and the fees are not paid within thirty (30) days after written notice by Frontify.

12.3. Customer Data at the End of the Agreement

Upon expiration or termination of the FLA and upon written request by the Customer, Frontify shall provide to Customer a copy of the Customer Data on a customary data carrier or by electronic transfer in a format agreed between the Customer and Frontify.

After sixty (60) days from the effective date of the expiration or termination of the FLA or upon Customer's request already prior to this period, Frontify shall delete all Customer Data. These actions shall be subject to mandatory legal retention obligations.

Frontify is not obligated to provide the Customer Data in deviation to these provisions (in particular relating to time, format or migration). Any deviating provision of the Customer Data shall require the prior written consent of Frontify as well as separate remuneration by the Customer.

13. Confidentiality

The Parties obligate themselves, their Personnel, and any other involved persons reciprocally to maintain the confidentiality of all documents and information not generally known that relate to the business sphere of the other Party and, which become accessible in the preparations for and execution of the FLA ("**Confidential Information**").

To the extent that Confidential Information is exchanged and received in connection with the FLA, the party receiving confidential information ("**Receiving Party**") agrees to maintain the confidential nature of the Confidential Information of the other part ("**Disclosing Party**") in its possession by taking reasonable steps to protect such Confidential Information from unauthorized use, access, and disclosure. Such steps shall be at least equal to those taken by the Receiving Party to protect its own Confidential Information. The Receiving Party may disclose the Confidential Information of the Disclosing Party to its or its Affiliates' Personnel, independent contractors, or subcontractors provided that such employees, independent contractors, or sub-contractors have a need to know and are required to maintain the confidentiality of such information on terms no less stringent than those contained in this clause. Confidential Information does not include (a) information that was publicly available at the time of disclosure or that becomes publicly available other than by a breach of this provision by the Receiving Party; (b) information previously known by or developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; or (c) information that the Receiving

Party rightfully obtains without restrictions on use and disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party in accordance with a judicial, government or agency order or law, provided that the Receiving Party required to make such disclosure shall, to the extent permitted, provide the Disclosing Party with reasonable prior notice of such disclosure, and shall comply with any applicable protective order or equivalent that applies to such disclosure. The Receiving Party shall be liable to the Disclosing Party for any breach of the Receiving Party's confidentiality obligations committed by any person or entity to whom the Receiving Party is permitted to disclose the Confidential Information of the Disclosing Party pursuant to this section.

This clause replaces and supersedes any confidentiality agreement entered into and between the Parties previously to the signature of the FLA. The confidentiality obligations in this section shall continue to endure even after termination of the contractual relationship to the extent there is justified interest therein.

14. Final Provisions

14.1. Amendments to these GTC

Any amendment to these GTCs shall be set out in writing and signed by both Parties in order to be valid. These formal requirements may only be waived by means of a written agreement. This also applies in particular to this written form clause.

Irrespective of the aforesaid, the Parties agree that signatures sent by electronic means (scanned and sent via e-mail or signed by electronic signature service) shall be deemed original signatures.

14.2. Offsetting and Assignments of Claims

The offsetting of any claims of each Party against counterclaims of the other Party shall require the prior written consent of both Parties.

The Customer is not entitled to assign any claims from the contractual relationship with Frontify to third parties, in whole or in part, including to any Affiliates.

14.3. Place of Performance

The place of performance shall be the registered office of Frontify in St. Gallen, Switzerland.

14.4. Severability Clause

Should single provisions of the GTC be invalid or incomplete or should performance be impossible, this shall not negatively affect the validity of the remaining provisions of these GTC. Invalid provisions shall be replaced by an admissible, valid provision that is as close as possible to the content of the original in terms of its intent.

14.5. Applicable Law and Place of Jurisdiction

The contractual relationship between Frontify and the Customer, including the FLA, is subject to Swiss law, under exclusion of any national or international treaties or agreements legally valid at the time of entry into force of the FLA or a dispute (e.g., United Nations Convention on Contracts for the International Sale of Goods (CISG) or the Hague Convention on Purchases).

In the event of any differences of opinion in connection with the contractual relationship between Customer and Frontify, including the FLA, the Parties agree to make efforts to settle the dispute by amicable means in good faith. If, despite the joint efforts of the Parties, no agreement can be made by amicable means, the place of jurisdiction for all disputes, differences of opinion or claims arising from or in connection with the contractual relationship between Frontify and the Customer, including its validity, invalidity, violation, or dissolution, shall be St. Gallen, Switzerland. Irrespective thereof, Frontify is entitled to sue the Customer at its general place of jurisdiction.