

GENERAL TERMS & CONDITIONS OF REGDATA CLOUD SERVICES - LICENSE - REGDATA v1.2 as of March 3, 2020

The following Contract for REGDATA Cloud Services (this "Agreement") is between REGDATA SA ("REGDATA", "we", or "our") and ("You"). This Agreement sets out the terms and conditions that govern orders placed under this Contract.

Services appearing in the order are exclusive of taxes and fees.

2.2 If you exceed the quantity of Services ordered, you must promptly order the additional quantity and pay the royalties thereon.

1. TERMS OF SERVICE

1.1 We will make the REGDATA services listed in Your order (the "Services") available to You in accordance with this Agreement and Your order. Unless otherwise specified in this Agreement or Your order, You have the restricted, non-exclusive, worldwide right to use the Services for the period defined in Your order, except in the event of early termination in accordance with this Agreement or Your order (the "Services Period"), solely for the purposes of Your internal operations. You may authorize Your Users (as described below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

2.3 You acknowledge that You may receive multiple invoices for the Services ordered. Invoices will be forwarded to you in accordance with the REGDATA Standard Billing Terms and Conditions an with REGDATA's Marketplace partners

1.2 The Service Specifications describe and govern the Services. During the Period of the Services, we may update the Services and the Characteristics of the Services (with the exception of the Data Processing Agreement as described below) in particular to reflect changes in laws, regulations, rules, technology, industry practices, system use patterns, and availability of Third-Party Content (as described below). Updates to the Services or Service Features by REGDATA will not result in a significant reduction in the level of performance, functionality, security or availability of the relevant Services provided to You during the Service Period of Your order.

3. PROPERTY RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in Your Content (as described below). We or our licensors retain all proprietary and intellectual property rights in the Services, derivative works thereof, and anything developed or delivered by or on our behalf under this Agreement.

1.3 You are not authorized to, or allow any third party to: (a) use the Services to harass anyone; cause damage or injury to a person or property; post any material whose content is false, defamatory, harassing or obscene; violate privacy rights; promote sectarianism, racism, hatred or violence; send unsolicited massive e-mails, junk mail, spam or chain mails; violate property rights; or more generally violate the laws, decrees or regulations in force; (b) perform or disclose evaluation or availability tests of the Services; (c) perform or disclose any performance or vulnerability test of the Services without the prior written permission of REGDATA, or perform or disclose any of the following tests of the Services: network scan, port and service identification, scan vulnerabilities, password cracking or remote access tests; or (d) use the Services to extract electronic or cryptographic currencies ((a) to (d) being collectively hereinafter referred to as the "General Terms and Conditions of Use"). In addition to the other rights granted to us by this Agreement and Your order, we have the right to take corrective action in the event of breach of the Terms of Service. These corrective actions may include removing or disabling access to the item that violates the Terms of Service.

3.2 You may have access to Third Party Content through the use of the Services. Unless otherwise indicated in Your order, all property and intellectual property rights in Third Party Content and the use of said content are governed by provisions made between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content in order to provide the Services in accordance with this Agreement and Your order. You are solely responsible for the accuracy, quality, integrity, legality, reliability and suitability of Your Content, and for obtaining all rights inherent in Your Content and necessary for REGDATA to perform the Services.

3.4 You are not authorized to or allow any third party to: (a) modify, create derivative works, disassemble, decompile, reverse engineer, reproduce, republish, download or copy all or part of the Services (including data structures or similar components produced by software); (b) access or use the Services in order to construct or provide support, directly or indirectly, for products or services competing with REGDATA; or (c) license, sell, transfer, assign, distribute, outsource, allow time-sharing or service bureau use, or otherwise commercially operate or make the Services available, to any third party, other than expressly permitted under the terms of this Agreement or of Your order.

2. FEES AND PAYMENT

2.1 All fees due are payable from the date of invoice. Once concluded, Your order is irrevocable and the amounts paid are non-refundable, unless otherwise stipulated in this Contract or in Your order. You will pay any sales, value added or other duties and taxes applicable under applicable law that you are required to pay and that we are required to pay for the Services that You have ordered. The fees for the

4. CONFIDENTIALITÉ

4.1 Under this Agreement, the parties may disclose confidential information to each other ("Confidential Information"). All contractual information relating to the price and conditions of this Contract and of Your order, your content residing in the Services as well as any information marked "confidential" at the time when it is disclosed are defined exhaustively as Confidential Information.

4.2 A party's Confidential Information must not include information that: (a) is already or will be in the public domain without any action or omission by the other party; (b) were in lawful possession of the other party prior to their disclosure and have not been obtained by the other party, directly or indirectly, from the disclosing party; (c) are lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) are independently developed by the other party.

4.3 Each party undertakes to keep confidential and not to disclose to third parties the Confidential Information of the other party, other than indicated in the following sentence, for a period of five (5) years following their communication to the receiving party. Confidential Information; however, we will protect the

GENERAL TERMS & CONDITIONS OF REGDATA CLOUD SERVICES - LICENSE - REGDATA v1.2 as of March 3, 2020

confidentiality of Your Content residing in the Services as long as such information resides in the Services. Each of the parties undertakes to only disclose Confidential Information to employees and agents or subcontractors who have an obligation to protect them from any unauthorized disclosure in a manner at least equivalent to that agreed under this Contract. In addition, either party may disclose the other party's Confidential Information in the course of legal proceedings or to a government entity as required by law.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content transmitted to REGDATA as part of the provision of Services, REGDATA will comply with the following provisions:

1. the relevant REGDATA general conditions of confidentiality applicable to the Services ordered, available at https://auth.rpsprod.ch/files/REGDATA_Privacy_License_Agreement.pdf and
2. the administrative, physical and technical (or other) protection measures applicable, as well as other measures applicable to the management of systems and content, available at https://auth.rpsprod.ch/files/REGDATA_Privacy_License_Agreement.pdf

5.2 If Your Content includes Personal Data as defined in the "Data Processing Agreement" available below, REGDATA will also comply with the current version of the Data Processing Agreement for REGDATA Cloud Services (the "Data Processing Agreement »), Unless otherwise specified in Your order. The version of the Data Processing Contract applicable to Your order (a) is available at https://auth.rpsprod.ch/files/REGDATA_Privacy_License_Agreement.pdf and incorporated herein by reference, and (b) will remain in effect during the Service Period of Your order. In the event of a conflict between the provisions of the Data Processing Contract and the provisions of the Service Specifications (including any applicable REGDATA general confidentiality conditions), the provisions of the Data Processing Contract shall prevail.

5.3 Without affecting Articles 5.1 and 5.2 above, You are responsible (a) for all notifications, acceptances and / or necessary authorizations relating to Your provision and our processing of Your Content (including any Personal Data) in connection with Services, (b) all security breaches and all consequences of such breaches arising from Your Content, including viruses, Trojans, worms or any other harmful programming procedures present in Your Content, and (c) any use by You or Your Users of the Services in a manner inconsistent with the provisions of this Agreement. If You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside the control of REGDATA.

5.4 Unless otherwise indicated in Your order (in particular in the Characteristics of the Services), Your Content must not contain special or sensitive data that requires REGDATA to take specific data security or protection measures additional, or different from those established in the Characteristics of the Services. If the Services are eligible, You may purchase additional services from us (e.g. REGDATA Payment Card Industry Compliance Services) designed to meet specific data security or protection obligations applicable to such special or sensitive data that You wish to include in Your Content.

6. WARRANTIES, EXCLUSIONS AND EXCLUSIVE REMEDIES

6.1 Each of the parties warrants that they have entered into this Agreement legitimately and that

they have the power and authority to do so. We warrant that during the Period of the Services we will perform the Services in a professional manner in accordance with all essential points of the Service Specifications. If the Services provided to You have not been performed in accordance with this warranty, You must promptly notify us in writing, describing any deficiencies in the Services (including, where applicable, the service request number notifying the breach of the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR OPERATE UNINTERRUPTED, THAT WE WILL CORRECT ALL ERRORS IN THE SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES RESULTING FROM YOUR CONTENT, THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE WARRANTY OF THE SERVICES, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFECTIVE SERVICES CAUSING THE BREACH OF THE WARRANTY, OR, IF WE ARE UNABLE TO REMEDY ON COMMERCIAL CONDITIONS ACCEPTABLE, YOU MAY TERMINATE THE DEFECTIVE SERVICES AND WE WILL REFUND YOU THE FEES YOU PAID IN ADVANCE FOR THE SERVICES THAT HAVE BEEN TERMINATED FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

6.4 TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR REGARDING SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 NONE OF THE PARTIES NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS OR TURNOVER (EXCEPT CHARGES UNDER THIS FRAMEWORK AGREEMENT), SALES, DATA, USE OF THE DATA, SURPLUS OR REPUTATION.

7.2 THE TOTAL LIABILITY OF REGDATA AND OUR AFFILIATES FOR ANY DAMAGES UNDER THIS AGREEMENT OR YOUR ORDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER YOUR ORDER GIVING RISE TO LIABILITY IN THE TWELVE PERIODS. (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH RESPONSIBILITY UNDER SUCH ORDER. THIS AGREEMENT ALLOCATES THE RISK BETWEEN THE PARTIES. THE AGREED CHARGES REFLECT THIS SHARING OF RISK AND THE LIMITATION OF LIABILITY RESULTING FROM IT.

8. COMPENSATION

8.1 If an infringement action is brought by a third party, either against You or against REGDATA (the "Receiver" which may hereinafter refer to either You or us, depending on the party who received the Component), on the grounds that any of the information, concepts, characteristics, instructions, software,

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N° TVA : CHE-466.787.284 TVA

GENERAL TERMS & CONDITIONS OF REGDATA CLOUD SERVICES - LICENSE - REGDATA v1.2 as of March 3, 2020

data, materials or components (collectively the "Component") provided either by You or by us (the "Supplier" which may hereafter refer to either You or us, depending on the party that supplied the Component), and used by the Receiver would violate the intellectual property rights of a third party, the Supplier will defend the Receiver at its sole expense and indemnify the Receiver for all damages, prejudice, costs, and expenses of any kind granted to the third party according to an enforceable court decision or negotiated amicably by the Supplier as part of a transaction, if the Receiver performs the following operations:

The Recipient notifies the Supplier in writing of the complaint within 30 days of its receipt by the Recipient (or within a shorter period prescribed, where applicable, by the law in force);

1. The Receiver leaves the Supplier with exclusive control of the means of defense and of any amicable settlement; and
2. The Receiver provides the Supplier with the information, powers and assistance necessary for its defense or to settle the dispute.

8.2 If it is established or if the Supplier considers that the Component may have infringed the intellectual property rights of a third party, the Supplier may modify the Component to put an end to the infringement (while retaining most of its usefulness and features) or obtain a license that allows continued use of the Component. If none of these actions is economically acceptable, the Supplier may terminate the license of the Component concerned, demand its return and reimburse the Recipient for the corresponding and unused royalties paid in advance to the other party. If the return prevents us from fulfilling our obligations under a given order, then we may at our option and with 30 days notice given in writing, terminate the said order. If such Component is a third-party technology and the terms of the third-party's license do not permit us to terminate the license, then we may, upon 30 days' notice in writing, discontinue the Services associated with such Component and refund any fees paid to it, advance and not used for said Services.

8.3 The Supplier will not compensate the Recipient if the latter: (a) modifies the Component or uses it outside the scope of use defined in the software or user documentation or the Specifications of the Services; or (b) uses a version of the Component that has been superseded and if the infringement action could have been avoided by using a valid, unmodified version of the Component made available to the Receiver. The Supplier will not compensate the Recipient to the extent that an infringement action is based on a Component not supplied by the Supplier. We will not compensate You to the extent that an infringement action is based on Third Party Content or any Component from a third party portal or other external source that is accessible to You from the Services (for example, a social media post from a third party blog or forum, a third party web page accessible by a hyperlink, marketing data from third party data providers, etc.).

8.4 The provisions of Article 8 constitute the exclusive remedy of the parties in matters of infringement or damage actions.

9. DURATION OF VALIDITY AND TERMINATION

9.1 This Contract is valid for the order that accompanies it.

9.2 The Services must be provided for the Service Period defined in Your order. If indicated in the Service Specifications, certain Services will automatically renew for additional Service Periods of the same duration unless (i) You provide written notice to REGDATA no later than thirty (30) days before the end of the applicable Service Period indicating Your intention not to renew such Services, or (ii) REGDATA sends You written notice no later than ninety (90) days before the end of the applicable Service Period indicating its intention to not to renew said Services.

9.3 We may suspend Your or your Users' access to the Services, or use of the Services if we believe (a) that there is a significant threat to the functionality, security, integrity or availability of the Services or the content, data or applications in the Services; (b) that You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the General Conditions of Use. Where reasonably possible and legally permitted, we will notify You in advance of such suspension. We are committed to making reasonable efforts to promptly restore the Services after determining that the situation giving rise to the suspension has been rectified. During any suspension period, we will make Your Content (as it existed on the date of suspension) available to You. Any suspension under this Article in no way releases You from Your payment obligation under this Agreement.

9.4 If any of us breach any material clause of this Agreement or any order and does not correct the breach within 30 days of written notification of the breach, the party causing the breach is in default and the party non-defaulting may terminate (a) in the event of violation of an order, the order under which the breach occurred; or (b) in the event of a breach of the Agreement, the Agreement and any order entered into under the Agreement. If we terminate an order in application of the preceding sentence, You must pay within 30 days of such termination all amounts due before the termination, as well as all amounts due for the Services of said order, plus taxes and fees, related. Except in the event of non-payment of royalties, the non-defaulting party may agree in its sole discretion to extend the 30-day period as long as the defaulting party continues its reasonable efforts to remedy such default. You agree that if You are in default under this Agreement, You may not use such ordered Services.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available to You for recovery by You during the recovery period set out in the Service Specifications. At the end of the said recovery period and unless required by law, we will delete or make inaccessible Your Content remaining in the Services. Our data deletion practices are further described in the Service Specifications.

9.6 The stipulations which survive the termination or expiration of this Agreement are those relating to the limitation of liability, compensation, payment, as well as other stipulations which by their nature are intended to remain in force.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may allow You to link and transfer Your Content or Third-Party Content to or otherwise access third party websites, platforms, content, products, services and information ("Third Party Services"). REGDATA does not control and is not responsible for these Third-Party Services. You are solely responsible for complying with the conditions of access and use of the Third Party Services and if REGDATA accesses or uses any Third Party Services on Your behalf to facilitate the performance of the Services, You are solely responsible for ensuring that access and use, including through passwords, identifiers or tokens that have been offered or made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third-Party Content from the Services to a Third-Party Service or to another location, such transfer represents a distribution made by You and not by REGDATA.

10.2 Any Third-Party Content that we make available is provided "as is" and "as is" without any warranty of any kind. You acknowledge and agree that we are not responsible and have no obligation to control, monitor or correct Third Party Content. We do not accept any liability arising from or relating to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Service Period and (ii) the characteristics of Services that

GENERAL TERMS & CONDITIONS OF REGDATA CLOUD SERVICES - LICENSE - REGDATA v1.2 as of March 3, 2020

interact with Third Party Services such as FacebookTM, YouTubeTM and TwitterTM, etc. depend on the continued availability of the respective Application Programming Interfaces (APIs) of these third parties. We may need to update or modify the Services under this Agreement as a result of a change or unavailability of Third-Party Content, Third Party Services or APIs. If a third-party cease to make its Third-Party Content or APIs available on terms acceptable to the Services, as determined by us in our sole discretion, we may cease providing access to the relevant Third-Party Content or Third-Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period, will not affect Your obligations under this Agreement or the order in effect, and do not give You any right to a refund, credit or other compensation as a result of said modification.

11. MONITORING OF REGDATA SERVICES, ANALYSIS AND SOFTWARE

11.1 We monitor the Services on an ongoing basis to facilitate the operation of the REGDATA Services; to help resolve Your requests for assistance; to detect and resolve threats to the functionality, security, integrity and availability of the Services as well as to content, data or applications in the Services; and to detect and respond to illegal acts or violations of the General Conditions of Use. REGDATA monitoring tools do not collect or store Your Content residing in the Services, except as necessary for such purposes. REGDATA does not monitor, nor correct any problems relating to non-REGDATA software provided by You or any of Your Users and stored in, or performed on or through, the Services. Information collected by REGDATA monitoring tools (with the exception of Your Content) may also be used to help manage the REGDATA portfolio of products and services, to help REGDATA correct defects in its products and in-service offerings, and for license management.

11.2 We may (i) compile statistical data and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in an aggregated form for security and management purposes, operations, to create statistical analyzes and to conduct research for development purposes (clauses i and ii are collectively referred to as "Service Analyzes"). We may perform publicly accessible Service Analytics; however, Service Analytics will not incorporate Your Content, Personal Data or Confidential Information in a form that could be used to identify You or any natural person. We retain all intellectual property rights in Service Analytics.

11.3 We may provide You with the ability to obtain certain REGDATA Software (as described below) for use with the Services. If we provide REGDATA Software to You and do not specify separate terms for such software, REGDATA Software is provided as part of the Services and You have the restricted, non-exclusive, worldwide right to use such REGDATA Software, under subject to the terms of this Agreement and Your order (except for separately licensed items of REGDATA Software which are governed by separate applicable terms), only to facilitate Your use of the Services. You may authorize Your Users to use REGDATA Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use REGDATA Software will terminate on the date of our notification (by web posting or otherwise) or on the date of termination of Services associated with REGDATA Software, whichever occurs first. Notwithstanding the foregoing, if the REGDATA Software is licensed to You under separate terms, Your use of such software is governed by the separate terms. Your right to use any part of the REGDATA Software that is licensed under the separate terms is not limited by this Agreement.

12. EXPORT

You acknowledge that the Services are designed with capabilities allowing You and Your Users to access the Services regardless of geographic location and to transfer or move Your Content between the Services and other locations such as workstations.

User work. You are solely responsible for authorizing and managing User accounts across geographic areas, as well as for controlling exports and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we will be liable for any default or delay in performance in the following cases: an act of war, hostility or sabotage; a natural disaster ; pandemic, power, Internet or telecommunications disruption not attributable to the other party, government restrictions (including denial or cancellation of any export, import or other license); or any other event beyond the reasonable control of the party in question. You and we will make reasonable efforts to limit the consequences of a force majeure event. If this continues for more than 30 days, the other party may cancel by written notification the Services not performed and the orders concerned. This Article does not relieve the other party from carrying out its usual emergency recovery measures or from its obligation to pay for the Services.

14. APPLICABLE LAW AND COMPETENT JURISDICTION

The law applicable to this Contract is Swiss law. The competent court to hear all disputes between the parties relating to the validity, interpretation and execution of this contract are the courts of the Canton of Vaud, notwithstanding the plurality of defendants or call in warranty even for conservatory proceedings, in summary proceedings or by request.

15. NOTIFICATIONS

15.1 Any notice required under this Agreement must be provided to the other party in writing. If there is a dispute between You and us or if You wish to issue a notice under the Indemnification Section of this Agreement or if You are subject to an event of insolvency or other similar legal proceedings, You should send as soon as possible a written notice to this effect to: REGDATA SA, 9 Chemin de Pécholettaz, 1066 Epalinges, Suisse.

15.2 We may inform our customers about the Services by means of a general published on the REGDATA portal for the Services as well as by specific communications to Your attention by email to Your email address indicated on your account information in our records or by written communication sent by priority mail or prepaid mail to Your address on file.

16. ASSIGNMENT

You are prohibited from assigning this Agreement, offering or transferring the Services or any interest therein to any other person or entity.

REGDATA may assign or transfer in any way all or part of its rights and obligations under the Contract and any order form for the benefit of a third party; and will be released from its obligations under the Contract and any purchase order from the effective date of the assignment.

17. OTHER PROVISIONS

17.1 We are an independent contractor and each party agrees that no partnership, joint venture or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third party with whom the Services have integrations or who are retained by You for the purpose of providing advisory services or implementation services or applications that interact with the Services, are independent of REGDATA and are not its agents.

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N° TVA : CHE-466.787.284 TVA

GENERAL TERMS & CONDITIONS OF REGDATA CLOUD SERVICES - LICENSE - REGDATA v1.2 as of March 3, 2020

We are not responsible for any problem with the Services or Your Content arising from any act of such business partner or third party, unless the business partner or third party provides Services as a subcontractor on an engagement ordered from under this Agreement and, if applicable, only to the extent that we would be responsible for our resources under this Agreement.

17.3 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect and the relevant provision must be replaced by one that is consistent with the purpose and object of this Agreement.

17.4 With the exception of actions for non-payment or infringement of REGDATA's property rights, no other action, in whatever form, arising out of or relating to this Agreement may be brought by either 'other part more than two years after the discovery of the cause of action.

17.5 Before entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. REGDATA will join Your efforts to determine whether your use of the Standard Services meets these requirements. Additional charges may apply for any additional work performed by REGDATA or for any modification of the Services. You remain solely responsible for your regulatory compliance for the use of the services.

17.6 Upon providing a written notice, ten (10) days prior, REGDATA may audit Your compliance with the provisions of this Agreement and Your order. You agree to cooperate with the REGDATA audit and to provide reasonable assistance and access to information. Such an audit must not unreasonably interfere with Your normal internal operations.

18. ENTIRE CONTRACT

18.1 You agree that this Agreement and the information incorporated by reference therein (including reference to information contained in a URL address or terms and conditions mentioned), together with the applicable order constitute the entire contract for the Services you have ordered. and supersede all previous or concurrent contracts or statements, written or oral, regarding these Services.

18.2 It is expressly agreed that the terms of this Agreement and any order from REGDATA shall prevail over the provisions of any sales order form, electronic purchasing portal or other similar non-REGDATA document and none of the terms contained in any such customer order form, portal or other non-REGDATA document is not applicable to the Services ordered. In the event of a conflict between the conditions of an order and those of the Contract, the order prevails; however, unless otherwise specified in an order, the conditions of the Data Processing Contract will prevail over the conflicting terms of an order. This Agreement and the orders cannot be modified and the rights and restrictions cannot be modified or waived except in a signed writing or by an online agreement on the part of the representatives authorized by You and by REGDATA.; however, REGDATA may update the Characteristics of the Services, including by posting updated documents on REGDATA websites. No stipulation for others in favor of a third-party beneficiary is created by this Agreement.

19. DEFINITIONS OF THE CONTRACT

19.1 The term "**REGDATA Software**" refers to any software agent or tool that REGDATA makes available to You for download in order to facilitate Your access to, and the operation and use of, the Services.

19.2 The term "**Software Documentation**" means user manuals, help windows, REGDATA files for Services, and any REGDATA Software. You can access the online documentation at

<https://community.rpsprod.ch/> or any other address indicated by REGDATA.

19.3 The term "**Service Specifications**" means the following documents applicable to Services ordered by You: (a) Software Documentation, REGDATA service descriptions, and Data Processing Agreement described in this Agreement; (b) the general conditions of REGDATA; and (c) any other REGDATA document referenced or incorporated into Your order. The following documents do not apply to the REGDATA non-Cloud service offerings acquired in Your order.

19.4 The term "**Third Party Content**" means all software, data, text, images, audio content, video content, photographs and any other content and component, regardless of the format, which are obtained or derived from third party sources outside REGDATA. and which are made available to You through, through, or in conjunction with Your use of the Services. Examples of Third-Party Content include social media service data feeds, blog RSS feeds, REGDATA data libraries and dictionaries, dictionaries, and marketing data. Third Party Content includes original third-party material obtained or viewed through Your use of the Services or any tool provided by REGDATA.

19.5 The term "**Users**" means, for the Services, employees, co-contractors and end users, as the case may be, authorized by You or on Your behalf to use the Services under this Agreement and Your order. For Services specifically designed to allow Your customers, agents, suppliers or other third parties to access the Services in order to interact with You, such third parties will be considered "Users" subject to the provisions of this Agreement and Your ordered.

19.6 The term "**Your Content**" means all software, data (including Personal Data), text, images, audio content, video content, photographs, non-REGDATA or third-party applications, and other content and component, in any format, provided by You or on behalf of Your Users who are in, or run on or through the Services. The Services under this Agreement, including REGDATA Software, other REGDATA products and services, REGDATA intellectual property, and any product derived therefrom, do not fall within the definition of "Your Content". Your Content includes any Third-Party Content that You have contributed to the Services, through Your use of the Services or tools provided by REGDATA.