

General Terms and Conditions (GTC) of Adtrac AG

For SaaS provisioning, hosting, maintenance and support · published at adtrac.tech/gtc ·
Version 10/26, valid from 1 October 2026

1. Scope and Order of Precedence

- 1.1. These General Terms and Conditions ("GTC") of Adtrac AG, Bubenbergstrasse 1, 8045 Zurich, Switzerland, UID CHE-138.511.396, ("Provider" or "Adtrac") apply to all software-as-a-service provisioning, hosting, maintenance and support services that Provider supplies to its customers (each a "Customer"). A Customer may be the end user ("End User") or an authorised Adtrac reseller ("Reseller").
- 1.2. The contract between Provider and Customer consists of, in descending order of precedence: (a) the Order Form signed by both parties, including any annexes expressly referred to in it; (b) these GTC, including the Data Processing Terms in Section 5; (c) Provider's service and product documentation as published from time to time ("Documentation"). A signed Order Form prevails over these GTC only where the two directly conflict.
- 1.3. Customer's own general terms and conditions, purchasing conditions or similar terms do not apply, even if Customer refers to them in an order, acceptance or other communication, and even if Provider does not expressly object to them. Performance by Provider does not constitute acceptance of such terms.
- 1.4. Provider may amend these GTC. The version valid at the time the Order Form is signed applies. Amendments apply to existing contracts from the start of the next Renewal Period, provided Provider notifies Customer in writing at least three (3) months before that date; Customer may then terminate with effect at the end of the current period by notice given in writing at least two (2) months before that date.
- 1.5. Adtrac expressly states that, whilst the provided software calculates performance data, it is not financial data software. The customer agrees to this. The customer is responsible for accounting and financial analysis.

2. Definitions

- 2.1. **"Active License Base"** means the number of Player Licenses active and billable at a given time.
- 2.2. **"Advertising Inventory Data"** means data describing Customer's advertising spaces, screens, locations, slots and availability, as entered into or generated for Customer in the Platform.
- 2.3. **"Commercial Activity Data"** means data on Customer's campaigns, bookings, advertisers, prices and revenues processed in the Platform.
- 2.4. **"Customer Data"** means Advertising Inventory Data, Commercial Activity Data, Personal Data and any other content uploaded to, entered into or generated for Customer in the Platform by or for Customer.



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- 2.5. **"Handover Point"** means the router exit of the cloud data center selected by Provider for the Platform.
- 2.6. **"Integration Partner"** means the local integrator or partner designated in the Order Form to provide 2nd-Level Support.
- 2.7. **"Order Form"** means the offer sheet or order form signed by the Customer that specifies the commercial terms of a subscription.
- 2.8. **"Personal Data"** has the meaning given in the Swiss Federal Act on Data Protection ("FADP") and, where applicable, the EU General Data Protection Regulation ("GDPR").
- 2.9. **"Platform"** means Provider's advertising and digital signage software-as-a-service, including its interfaces, APIs, updates and Documentation.
- 2.10. **"Player License"** means the right to operate one (1) connected signage player with the Platform. Player Licenses are the sole licensing unit; the Platform is never licensed per user or seat.
- 2.11. **"Service Hours"** means Monday to Friday, 08:00–12:00 and 13:00–17:00 Swiss local time (CET/CEST), excluding public holidays in the city of Zurich.
- 2.12. **"Subscription Fees"** means the fees for the Player Licenses as specified in the Order Form.

3. Provision of the Platform

- 3.1. **Service.** For the term of the contract, Provider makes the Platform available to Customer via the internet as a service, for the number of Player Licenses specified in the Order Form. Customer receives no copy of the software; the source code is not provided.
- 3.2. **Acceptable Use.** Customer shall use the Platform only in accordance with this contract and shall ensure that its personnel, End Users and other persons to whom it grants access comply with this clause. Customer shall not, and shall not permit any such person to: (a) share account credentials with another person or allow access through an account other than the account assigned to that person, except for accounts expressly designed for shared or automated use in the Documentation; (b) reverse engineer, decompile or disassemble the Platform, or attempt to discover its source code, except to the extent applicable law expressly permits this despite a contractual restriction; (c) conduct penetration tests, vulnerability scans or other security testing of the Platform without Provider's prior written authorisation; (d) upload, transmit or make available through the Platform Customer Data that is unlawful or infringes third-party rights; or (e) interfere with the Platform's operation or security, circumvent access controls, or attempt to gain unauthorised access to the Platform or another customer's data. Customer shall promptly notify Provider if it becomes aware of unauthorised access to its accounts or a breach of this clause and shall reasonably cooperate in containing and remedying it. Provider may



suspend access in accordance with Section 7.9 where the conditions stated there are met.

- 3.3. **Hosting environment.** Provider operates the Platform on a secure cloud platform of Provider's choice. Provider may migrate or change the underlying cloud infrastructure or hosting provider at any time subject to Section 5.5. Provider will notify Customer in advance in writing of any change that materially affects Customer, in particular a change of the country in which Customer Data is stored. Provider stores Customer Data, including backups, in Switzerland or the EEA unless Customer agrees otherwise in writing. Remote access to or processing of Customer Data from another country does not constitute storage in that country and is subject to Section 5.5 where it involves Personal Data.
- 3.4. **Handover Point.** Provider's performance obligation ends at the Handover Point. Availability and performance are measured there. Customer is solely responsible for its local network, internet connection, browsers, signage players and other hardware required to reach the Handover Point, and for their compatibility with the system requirements in the Documentation.
- 3.5. **Backups.** Provider performs automated daily backups of the Platform database (recovery point objective: one (1) day), protects backups against unauthorised access and periodically tests restoration. Provider will use commercially reasonable efforts to restore Customer Data from the latest available backup following a Platform failure. Manual restores, individual database exports or other data operations requested by Customer for its own operational reasons are billed separately at Provider's then-current rates.
- 3.6. **Availability.** Provider uses commercially reasonable efforts to keep the Platform available at the Handover Point, excluding planned maintenance under Section 6.2, emergency maintenance and events outside Provider's reasonable control. Any specific availability commitment and associated service credits apply only if agreed in the Order Form.

4. Data Rights and AI Models

- 4.1. **Customer ownership.** As between the parties, Customer retains all rights in Customer Data and Commercial Activity Data. Customer grants Provider a non-exclusive, royalty-free right, limited to the term of the contract and the retrieval period under Section 5.9, to use Customer Data solely to provide, secure, maintain and support the Platform, subject to Section 4.2 and Section 5.
- 4.2. **Customer Data Rights and Claims.** Customer warrants that it has and will maintain all rights, licences, notices, consents and other lawful bases necessary to provide Customer Data to the Platform and to permit Provider to host, process and use it as contemplated by this contract, including Sections 4.1 and 5. Customer is responsible for the legality and content of Customer Data supplied by or for Customer and for ensuring that such supply and Provider's processing in accordance with this contract and Customer's lawful instructions do not infringe third-party rights or

violate applicable law. Customer shall defend Provider against third-party claims arising from a breach of this clause and pay damages and costs finally awarded or agreed in a settlement approved by Customer, provided Provider notifies Customer in writing without delay of the claim, gives Customer control of the defence and settlement, and provides reasonable assistance at Customer's cost. Customer may not agree to a settlement that imposes an obligation on Provider or admits fault on Provider's behalf without Provider's prior written consent. Customer has no obligation under this clause to the extent a claim arises from Provider's processing of Customer Data contrary to this contract or Customer's lawful instructions.

- 4.3. **Provider's AI models.** Provider retains exclusive and permanent ownership of, and all rights to, (a) all AI prediction models, neural networks, algorithms and model architecture of the Platform, including their weights and parameters, and (b) all aggregated or anonymised abstractions, statistics and learnings derived from the use of the Platform that have been de-identified so that neither they nor any reasonably available combination of them with other information can reasonably be used to identify Customer, any End User, advertiser or natural person, or disclose Customer Data or Commercial Activity Data attributable to Customer ("Aggregated Data"). Provider shall not attempt to re-identify Aggregated Data or permit others to do so. Data that does not meet this standard remains subject to Customer's rights and Provider's use restrictions under Section 4.1 and, where applicable, Section 5. Provider may use Aggregated Data for any purpose, including to train and improve its models, during and after the term of the contract.
- 4.4. **Separation of customer environments (Chinese walls).** Provider implements appropriate logical controls to separate customer environments and prevent other customers of Provider from accessing Customer Data, except where Customer authorises such access or disclosure through the Platform or otherwise expressly permits it.

5. Data Processing Terms

- 5.1. **Roles.** For all Personal Data processed by Provider on Customer's behalf through the Platform, including Personal Data within Customer Data (e.g., user account e-mail addresses and names), Customer is the controller and Provider is the processor within the meaning of Art. 9 FADP and, where applicable, Art. 28 GDPR. This Section 5 constitutes the data processing agreement between the parties. The subject matter is the provision, hosting, maintenance and support of the Platform; processing lasts for the contract term and the retrieval and deletion period under Section 5.9. Processing may include collection, storage, access, use, transmission, backup, retrieval and deletion of Personal Data. The categories of data subjects include Customer's users and persons whose data Customer processes through the Platform; the types of Personal Data are determined by Customer's use of the Platform and may include names, contact details, account identifiers and information contained in Customer Data. Customer determines the purposes of processing and is responsible for the lawfulness of its instructions.

- 5.2. **Instructions.** Provider processes Personal Data only on Customer's documented instructions, which are given by the contract and Customer's use of the Platform configuration, including with respect to transfers abroad, unless required otherwise by applicable law. In that case, Provider informs Customer of the legal requirement before processing unless the law prohibits such notice. Provider promptly informs Customer if, in its opinion, an instruction infringes applicable data protection law.
- 5.3. **Confidentiality of personnel.** Provider ensures that persons authorised to process Personal Data are bound by confidentiality.
- 5.4. **Security.** Provider implements appropriate technical and organisational measures to protect Personal Data, as described in the Documentation in effect at the start of Customer's subscription, including access control, encryption in transit, logical separation of customer environments and the backup regime in Section 3.4. Provider may update those measures during the subscription term, provided that the updates do not materially reduce the overall level of protection for Personal Data, and shall retain and make available to Customer the applicable descriptions of those measures throughout the subscription term.
- 5.5. **Sub-processors.** Customer grants general authorisation for Provider to engage sub-processors, including its cloud hosting provider. Provider maintains a list of current sub-processors, informs Customer of intended changes in advance, and imposes data protection obligations on each sub-processor equivalent to this Section 5. Customer may object on reasonable data protection grounds within thirty (30) days; if no solution is found, Customer may terminate the affected services with effect from the change.
- 5.6. **Transfers abroad.** Provider discloses Personal Data outside Switzerland and the EEA only to countries with an adequate level of data protection or on the basis of appropriate safeguards under Art. 16 FADP and, where applicable, Chapter V GDPR.
- 5.7. **Security incidents.** Provider notifies Customer without undue delay after becoming aware of a Personal Data breach affecting Personal Data processed on Customer's behalf, and promptly notifies Customer of any other confirmed breach of security affecting Customer Data. The notification describes, to the extent then known, the nature of the breach, the data concerned, likely consequences and the measures taken or proposed; Provider provides further information as it becomes available and reasonably cooperates with Customer in investigating and remediating the breach.
- 5.8. **Assistance and audits.** Provider reasonably assists Customer in responding to data subject requests and in meeting its obligations regarding security, breach notification, data protection impact assessments and consultations with supervisory authorities, taking into account the nature of the processing and information available to Provider. Provider makes available information necessary to demonstrate compliance with this Section 5. Customer or an independent auditor bound by confidentiality may audit Provider's compliance on thirty (30) days' notice during



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Service Hours at most once per year and at Customer's cost; additional audits are permitted where reasonably required following a Personal Data breach or by a competent supervisory authority, subject to reasonable security and confidentiality safeguards.

- 5.9. **Post-termination retrieval and deletion.** For three (3) months after the end of the contract, Customer may request an export of its Customer Data in a standard machine-readable format (e.g., CSV or JSON). One standard export is included; additional or custom exports are billed under Section 3.4. At Customer's written request, Provider deletes Customer Data earlier after completing the requested export. After this period, Provider deletes Customer Data from active systems without undue delay and from backups within the regular backup cycle, unless retention is required by law; retained data remains protected under Section 5 and is deleted when retention is no longer required. Provider confirms deletion on request. Aggregated Data under Section 4.2 is not affected.

6. Maintenance and Support

- 6.1. **Rolling updates.** Provider continuously develops the Platform and deploys patches and minor updates on a rolling basis without prior notice, provided they do not materially reduce agreed functionality. Major updates that require action by Customer follow documented technical coordination with Customer or its Integration Partner.
- 6.2. **Planned maintenance.** Provider announces planned maintenance that affects availability at least ten (10) days in advance and schedules it outside Service Hours whenever possible. Emergency maintenance to remedy security vulnerabilities or critical faults may be performed without notice; Provider informs Customer as soon as reasonably possible.
- 6.3. **Three-tier support.** Support is provided in three levels:

Level	Provided by	Scope
1st-Level	Customer's internal administrators	User questions, configuration, first analysis and triage of incidents
2nd-Level	Integration Partner named in the Order Form	Incidents not solved at 1st-Level, reproduction, local network, player and CMS issues, escalation to Provider
3rd-Level	Adtrac core engineering	Platform faults escalated by the Integration Partner

Provider's support obligation is limited to 3rd-Level requests escalated by the Integration Partner or, where no Integration Partner is designated, by Customer's named administrators, through the channel specified in the Documentation. Provider processes requests during Service Hours.

- 6.4. **Out-of-scope services.** Consultancy appointments, training beyond standard onboarding, custom development, integrations, and travel and material expenses are not part of the subscription. They are offered and agreed separately and billed at Provider's then-current rates.

7. Fees, License Base and Payment

- 7.1. **Subscription Fees.** Customer pays the Subscription Fees specified in the Order Form per Player License and contract year. All prices are net, in CHF or EUR as stated in the Order Form, and exclusive of VAT and other taxes, which are added at the applicable rate.
- 7.2. **Additional Player Licenses.** Customer may increase the Active License Base at any time. Additional Player Licenses are billed pro rata from activation until the end of the current invoicing period and thereafter at the unit price in the Order Form.
- 7.3. **150-license floor.** A minimum of one hundred and fifty (150) Player Licenses remains active and billable at all times during the term of the contract, irrespective of the number of signage players actually connected. Any reduction of the Active License Base below 150 Player Licenses has no effect on the Subscription Fees.
- 7.4. **Reductions.** Customer may reduce the Active License Base, subject to the 150-license floor in Section 7.3 and the license reduction cap in Section 7.5, with effect from the start of the next Renewal Period by written notice given within the notice period in Section 10.3. Reductions do not reduce Subscription Fees already invoiced or payable for the current period.
- 7.5. **License reduction cap (de-facto termination).** If a reduction of the Active License Base taking effect at the start of a Renewal Period under Section 10.2 results in an Active License Base more than two-thirds (66.6%) below the highest Active License Base in effect during the twelve (12) months immediately preceding that reduction, the reduction is deemed tantamount to a termination of the contract by Customer. In that case: (a) the parties shall enter into good-faith renegotiation of the commercial terms; and (b) Provider may, at its sole discretion and by written notice to Customer within sixty (60) days of the reduction taking effect, terminate the contract with immediate effect. If Provider so elects, all Subscription Fees that would have been payable from the effective date of termination until the end of the then-current Renewal Period, calculated on the Active License Base in effect immediately before the reduction and at the applicable unit price for that Renewal Period, become due immediately ("Remaining Dues"). Any Subscription Fees already invoiced for that period shall be credited against the Remaining Dues, and Provider may not recover the same Subscription Fees twice.
- 7.6. **Price list.** Provider's published price list applies to new orders unless the Order Form specifies otherwise. Provider may adjust the prices in the Order Form with effect from the start of any Renewal Period by giving Customer written notice of the new prices at least four (4) months before that date. Customer may terminate the



contract with effect at the end of the current period by notice given within the notice period in Section 10.3.

- 7.7. **Invoicing and payment.** Provider invoices in advance according to the invoicing frequency chosen in the Order Form. Invoices are payable within thirty (30) days of the invoice date without deduction. Any prepayment discount stated in the Order Form applies only if the invoice is paid on time. Customer may only set off claims that are undisputed or finally established by a court.
- 7.8. **Default.** If Customer fails to pay by the due date, it is in default without further reminder and owes default interest of five percent (5%) per annum (Art. 104 Swiss Code of Obligations, "CO").
- 7.9. **Suspension.** If an undisputed invoice remains unpaid, Provider may send Customer a written warning. If the invoice is still unpaid thirty (30) days after that warning, Provider may suspend Customer's access to the Platform until full payment. Customer remains liable for the Subscription Fees during the suspension. Provider may also suspend access immediately to the extent reasonably necessary to prevent a serious security threat or an ongoing material breach of Customer's obligations under Section 7. Provider shall notify Customer as soon as reasonably possible, limit the scope and duration of any suspension to what is necessary, and restore access promptly once the grounds for suspension cease.
- 7.10. **No refunds.** Subscription Fees paid are not refundable, save where this contract expressly provides otherwise.

8. Intellectual Property

- 8.1. **Provider's rights.** All intellectual property rights in the Platform, the Documentation, the AI models and Aggregated Data under Section 4.3, and in all updates, improvements and feedback-based developments, remain with Provider or its licensors. Customer receives only the non-exclusive, non-transferable right to use the Platform during the term of the contract as set out in these GTC and the Order Form.
- 8.2. **IP indemnity.** Provider defends Customer, at Provider's cost, against claims by third parties that the use of the Platform in accordance with the contract directly infringes their intellectual property rights in Switzerland or the EEA, and pays damages and costs finally awarded or agreed in a settlement approved by Provider. This applies only if Customer (a) notifies Provider in writing without delay of the claim, (b) leaves Provider sole control of the defence and settlement, and (c) provides reasonable assistance at Provider's cost.
- 8.3. **Remedies and exclusions.** If a claim under Section 8.2 is made or likely, Provider may, at its option, obtain the right for Customer to continue using the Platform, modify the Platform so that it no longer infringes without material loss of functionality, or, if neither is reasonably possible, terminate the affected services and refund prepaid Subscription Fees for the period after termination. Provider has

no obligation for claims arising from Customer Data, from combination with products not supplied by Provider, from modifications not made by Provider, or from use contrary to the contract. This Section 8 sets out Provider's entire liability for third-party IP infringement.

9. Warranty and Liability

- 9.1. **Warranty.** Provider warrants that the Platform substantially conforms to the Documentation. Customer reports defects in reasonable detail via the support process in Section 6. Provider remedies reported defects within a reasonable time by correction, workaround or update. Any further warranty is excluded to the extent permitted by law.
- 9.2. **Exclusion of indirect damages.** To the extent permitted by law, Provider is not liable for indirect, special or consequential damages, in particular loss of profit, lost revenue, loss of advertising income, loss of data, business interruption or third-party claims (other than under Section 8.2).
- 9.3. **Liability cap.** To the extent permitted by law, Provider's total aggregate liability arising out of or in connection with the contract, on whatever legal ground, is limited to the Subscription Fees actually paid by Customer in the twelve (12) months preceding the event giving rise to the claim.
- 9.4. **Mandatory liability.** The exclusions and limitations in this Section 9 do not apply to damages caused intentionally or by gross negligence, to liability for personal injury, or to other liability that cannot be excluded or limited under mandatory law (Art. 100 CO).
- 9.5. **Data loss.** Where Provider is liable for loss of data, Provider shall use commercially reasonable efforts to restore the data from the latest available backup under Section 3.5. Any remaining liability for direct loss is subject to Sections 9.3 and 9.4.

10. Term, Renewal and Termination

- 10.1. **Initial Term.** The contract enters into force on signature of the Order Form by both parties and runs for an initial term of twelve (12) months from the start date stated in the Order Form ("Initial Term"). Termination for convenience during the Initial Term is excluded, without prejudice to any express termination right under this contract.
- 10.2. **Renewal.** After the Initial Term, the contract renews automatically for successive periods of six (6) months each (each a "Renewal Period").
- 10.3. **Ordinary termination.** Either party may terminate the contract by written notice received by the other party at least three (3) months before the end of the Initial Term or of any Renewal Period, with effect at the end of that term or period.
- 10.4. **Termination for cause.** Either party may terminate the contract with immediate effect by written notice if (a) the other party commits a material breach and fails to cure it within four (4) weeks of receiving written notice describing the breach, or (b) the

other party becomes insolvent, is declared bankrupt, applies for or is granted a debt restructuring moratorium, or enters into liquidation.

- 10.5. **Effects of termination.** On termination, Customer's right to use the Platform ends, subject to its retrieval rights under Section 5.9. Accrued Subscription Fees remain payable. If Customer terminates for cause under Section 11.4 or exercises an express termination right arising from Provider's change to the services or terms, Provider refunds prepaid Subscription Fees for the period after termination. Sections 4.2, 5 (to the extent Personal Data remains in Provider's possession), 7.6, 8, 9, 10, 11 and 12 survive termination to the extent applicable.

11. Confidentiality

- 11.1. Each party keeps confidential all non-public information of the other party that it receives in connection with the contract and that is marked as confidential or should reasonably be understood as such, and uses it only to perform the contract.
- 11.2. It may disclose such information to its personnel, advisers and service providers only to the extent they need to know it for that purpose, provided they are subject to confidentiality obligations; the disclosing party remains responsible for their compliance.
- 11.3. This obligation does not apply to information that becomes publicly available without breach of this clause, was already lawfully known to the recipient without a duty of confidentiality, was independently developed without use of the other party's information, or is lawfully obtained from a third party without a duty of confidentiality. If disclosure is required by law or order of an authority, the recipient may disclose only what is required and, where legally permitted, gives the other party prompt prior notice. It continues for three (3) years after the end of the contract; for trade secrets, for as long as they remain secret.

12. General Provisions

- 12.1. **Force majeure.** Neither party is liable for failure to perform due to events beyond its reasonable control, including failures of the public internet or of third-party cloud infrastructure not caused by the affected party, natural disasters, epidemics, war, cyber attacks despite appropriate security measures, and acts of authorities. The affected party must notify the other party promptly, use reasonable efforts to mitigate the effects and resume performance, and keep the other party informed of material developments. If such an event prevents performance of a material obligation for more than thirty (30) consecutive days, either party may terminate the affected services by written notice. Provider will refund prepaid Subscription Fees for the period after termination. Payment obligations accrued before the event are not excused by the event.
- 12.2. **Reference.** Provider may name Customer as a reference customer and use Customer's name and logo for this purpose, unless Customer objects in writing.

- 12.3. **Assignment.** Customer may assign the contract or rights under it only with Provider's prior written consent. Provider may assign the contract to an affiliated company or to a successor of its business.
- 12.4. **Form.** Amendments to the contract must be in writing, except as provided in Sections 1.4 and 7.6. Signature by a qualified or advanced electronic signature, or execution through an electronic signature platform, satisfies the written form to the extent permitted by applicable law. E-mail suffices for notices under Sections 1.4, 3.3, 5.5, 6.2, 7.6 and 7.9, and for notices of GTC amendments, price adjustments and termination under this contract. Other notices under this contract must be sent in writing to the recipient's address stated in the Order Form or subsequently notified in writing.
- 12.5. **Severability.** If any provision is invalid or unenforceable, the remaining provisions remain in force. The invalid provision is replaced by a valid provision that comes closest to the parties' economic intent.
- 12.6. **Governing law.** The contract is governed by Swiss substantive law, excluding the conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.7. **Jurisdiction.** The exclusive place of jurisdiction is Zurich 1, Switzerland. Provider may also sue Customer at Customer's registered office.

