

General Terms and Conditions (GTC) of Kaulquappe AG – SaaS big®

1. Scope and Subject Matter

- a) These General Terms and Conditions (“GTC”) govern all legal relations between Kaulquappe AG, Zurich (“Kaulquappe”), and its customers (“Customer”) regarding the use of the software-as-a-service solution big® (“SaaS Services”), including hosting, data processing, API usage and support services.
- b) Deviating terms of the Customer apply only if Kaulquappe has expressly accepted them in writing. Individual agreements or service descriptions take precedence over these GTC in case of conflict.
- c) Kaulquappe may amend these GTC at any time. Material changes will be communicated at least 30 days in advance. If the Customer does not terminate the contract by the next possible termination date, the changes shall be deemed accepted.

2. Conclusion of Contract and Contract Documents

- a) The contract regarding the use of big® is concluded through:
 - acceptance of an offer issued by Kaulquappe, or
 - activation or creation of a Customer account.
- b) The following documents form integral parts of the contract:
 - these GTC,
 - the service description of big®,
 - the price list
 - the Data Processing Agreement (“DPA”),
 - technical documentation including API documentation.
- c) Oral agreements are binding only if confirmed in writing.

3. Scope of Services – SaaS big®

- a) Provision of the big® Software
Kaulquappe provides access to the cloud-based software big® for the duration of the contract. The functional scope is defined in the applicable service description.
- b) Hosting / Operation
big® is hosted on the infrastructure of Google Cloud Platform (GCP). Kaulquappe may engage additional subprocessors, provided appropriate technical and organisational measures are ensured.
- c) Technical Requirements
The Customer is responsible for:
 - internet connectivity,
 - compatible IT systems,
 - end-user devices.
- d) Further Development of big®
Kaulquappe may improve, modify or update big® at any time, provided the contract purpose is maintained and no unreasonable disadvantages arise for the Customer.

4. Availability, Maintenance and Service Levels

- a) Availability
Kaulquappe aims for an annual average uptime of 99.5% for big®
- b) Excluded Downtime
 - scheduled maintenance (announced at least 24 hours in advance),
 - emergency maintenance for security reasons,

- disruptions caused by third parties (e.g. GCP),
 - interruptions due to Customer misuse,
 - force majeure events.
- c) Backups
Kaulquappe performs regular backups of big® data. Restoration is provided only within technical possibilities and outside of guaranteed obligations.
- d) Basis-Support
- Support channel: email
 - Response time: up to 48 hours on business days
 - There is no entitlement to telephone or on-site support.

5. Licence and Usage Rights

- a) The Customer receives a non-exclusive, non-transferable, non-sublicensable right to use big® for the duration of the contract.
- b) The following are strictly prohibited:
 - reverse engineering, decompiling, modifying or reproducing big®,
 - bypassing security controls,
 - sharing access with unauthorised third parties,
 - usage beyond the agreed licence scope.
- c) All intellectual property rights in big®, the design, documentation and APIs remain exclusively with Kaulquappe.

6. API Usage

- a) Kaulquappe provides API access for integrating big® with third-party applications.
- b) The Customer agrees to:
 - store API keys securely,
 - comply with rate limits
 - refrain from generating excessive or harmful traffic
 - report security issues immediately.
- c) Kaulquappe may suspend API access if:
 - system security is at risk,
 - misuse is detected,
 - system stability is compromised.

7. Customer Obligations

- a) The Customer ensures:
 - that only authorised users access big®,
 - that credentials are protected,
 - that legal obligations (especially data protection obligations toward data subjects) are met.
- b) The Customer may not use big® to store or distribute unlawful content.
- c) The Customer shall reasonably assist Kaulquappe with error analysis and issue resolution.

8. Data Protection & Data Processing (DSG / GDPR)

- a) Kaulquappe processes personal data exclusively in accordance with:
 - the Swiss Data Protection Act (DSG),
 - and, if applicable, the GDPR.
- b) A separate Data Processing Agreement (DPA) is an integral part of the contract and covers:
 - scope and purpose of data processing,

- categories of data,
 - subprocessors,
 - rights and obligations of both parties,
 - technical and organisational measures (TOM).
- c) Subprocessors
The Customer agrees to Kaulquappe's use of subprocessors such as Google Cloud. Updates will be communicated appropriately.
- d) Data Security
Kaulquappe implements industry-standard security measures including:
- TLS encryption,,
 - access control mechanisms,
 - auditing and logging,
 - regular security updates.

9. Prices, Billing and Payment Terms

- a) All prices are exclusive of VAT.
- b) The subscription for big® is billed annually in advance.
- c) Price changes are announced at least 30 days prior to taking effect.
- d) In the event of late payment, Kaulquappe may:
 - suspend access to big®,
 - charge default interest (4% p.a.),
 - terminate the contract.

10. Contract Duration and Termination

- a) The contract runs for one year starting from the contract start date and renews automatically for one additional year.
- b) Termination must be submitted at least three months before the end of the contract term. Termination by email is accepted if the sender can be clearly identified.
- c) Kaulquappe may terminate the contract with immediate effect in case of:
 - severe breaches of contract,
 - misuse of big®,
 - security risks caused by the Customer,
 - continued payment default despite reminders.

11. Data Portability, Data Return and Deletion

- a) Upon termination, Kaulquappe will provide the Customer's big® data in a commonly used machine-readable format (e.g., CSV, JSON).
- b) Data will be deleted after expiry of statutory retention periods.
- c) There is no entitlement to recover already deleted data.

12. Warranty

- a) Kaulquappe warrants that the SaaS Services are provided with reasonable care and skill.
- b) No warranty is given for:
 - uninterrupted or error-free operation of big®,
 - compatibility with Customer systems,
 - availability or reliability of third-party services.

13. Liability

- a) Kaulquappe is liable only for damages caused intentionally or with gross negligence.
- b) Kaulquappe is not liable for:
 - indirect or consequential damages,
 - data loss,
 - lost profits,
 - costs of data restoration,
 - disruptions caused by third parties (e.g. Google Cloud),
 - failures outside Kaulquappe's control.
- c) Any liability is limited to the amount of the last twelve months of subscription fees paid for big®.

14. Confidentiality

- a) Both parties shall keep all confidential information strictly confidential.
- b) This obligation continues indefinitely after termination of the contract.

15. Changes to Services

- a) Kaulquappe may adjust, expand or modify big® as long as:
 - the main purpose of the contract is preserved, and
 - changes do not result in unreasonable disadvantages for the Customer.

16. Severability Clause

If any provision of these GTC is invalid, the remaining provisions remain in effect. Invalid provisions shall be replaced by valid ones that best reflect the economic intent.

17. Governing Law and Place of Jurisdiction

These GTC are governed exclusively by Swiss law. Exclusive place of jurisdiction is Zurich (Commercial Court).