# AGENTIL

# MAINTENANCE AND SUPPORT CONDITIONS

## SOLUTION SAP BUSINESS ONE

## AGENTIL ZURICH AG

**VERSION**

**2023**

**As part of the Customer's project, the conditions of Licenses and right of use are also applicable and supplement these conditions and are available on our website [www.agentil.com](www.agentil.com).**

# Article 1 - Definitions

**Addon**: An addon is an optional solution that allows you to add additional functionalities to those offered as standard on SAP Business One.

**Configuration**: Refers to the operations for configuring the functionalities of the SAP Business One software package so that they coincide with those of the functional scope defined in the Special Conditions of the Contract.

**Customer's site (s)**: means the Customer's geographic location (s) where the Software / Prototype is installed and operated.

**Documentation**: means all standard SAP documentation regardless of the support (paper or electronic) delivered to the Customer under the Agreement including standard SAP manuals, training materials, program listings, data models, presentation materials, logistics diagrams , functional specifications, instructions and full or partial copies of the elements defined above, as well as any documentation related to the Software; Prototype and Solution.

**Designated Installation**: means each computer unit on which the Software and the DBMS (Database Management System) are installed.

**DBMS (Database Management System)**: (SGBD in French) The software requires the use of a "Hana" "DBMS", in a Standard edition version, the conditions of provision of which, and in particular the prices, take into account a use exclusively reserved for the operation of SAP BUSINESS ONE

**Maintenance**: Changes made by the Editor to the Software / Prototype / Solution, after its implementation, to correct Anomalies, improve efficiency or other characteristics.

**Major version**: means a new functional, technical and legal version of the Software.

**Minor version**: means a version of the Software that has benefited mainly from bug fixes, or from the addition of secondary features.

**Modification**: means a change made to the Software which modifies the source code.

**Interface**: Refers to the function between two pieces of hardware and / or software and / or software allowing them to correctly exchange information by adopting common, physical and / or logical rules.

**Incident**: Refers to any problem with the operation of the Software or the Solution that disrupts the execution of one of its functions with regard to the software supported by the publisher.

**Minor Incident (Priority 4)**: Incident which does not prevent the use of one or more functionalities of the Solution / Software and does not significantly degrade one or more functionalities of the Solution / Software, but requiring the use of an unusual procedure.

**Non-critical incident (Priority 3)**: Incident which degrades the operation / use of certain functionalities of the Solution / Software. The user has a workaround provided by AGENTIL.

**Critical Incident (Priority 2)**: Incident which makes it impossible to partially operate / use the Solution / Software.

**Very Critical Incident (Priority 1)**: Incident which makes it impossible to fully operate / use the Solution / Software.

**Patch**: means the set of technical objects that are added to a software, to make minor modifications: correction of a bug, ….

**Prototype**: Refers to the software package configured by AGENTIL.

**SAP**: means SAP Switzerland, the subsidiary company of SAP with which AGENTIL has concluded a resale contract (Partner Edge Channel VAR Contract). Also named Editor below.

**Services**: Refers to all the maintenance and support services performed by AGENTIL under the Contract.

**Software Package**: means (i) SAP BUSINESS ONE Software, as specified in the License Agreement, including executable programs and associated written documents, including Documentation developed by or for SAP, excluding Third Party Databases (outside the tables of SAP Business One), and delivered to the Customer under the Agreement; (ii) any edition, version or Update of the Software as provided for in the Contract and (iii) all or part of the copies or replacement products of the above elements. Software development tools are not part of the Software; these tools may be used by the Customer only under a separate right of use contract. Within the limits of the provisions stipulated in the Documentation, the Software may include the Software Development Kit Implementation Version. Software development tools are not part of the Software; these tools may be used by the Customer only under a separate right of use contract. Within the limits of the provisions stipulated in the Documentation, the Software may include the Software Development Kit Implementation Version. The Software includes the elements listed in Appendix 1 of the License Agreement.

**Solution**: designates a software package forming an inseparable and coherent whole, made up of the Prototype, Specific Development and Interfaces, in accordance with the specifications.

**Specific Developments**: Refers to the software developments developed specifically by AGENTIL for the Customer.

**Support**: Services consisting in ensuring that users of the Software or Solution can continue to benefit from the availability of all of its functionalities, as described in the Documentation and in accordance with the Specifications, for the performance of their duties. These services include:
- diagnostics and technical analyzes (Analysis and resolution of failures, impact assessment, management of one-off incidents and resolution of problems with the Solution, or the Software);
- reception, processing and follow-up of incidents (degradation or disruption of the service) and user requests.
With regard to Maintenance, AGENTIL troubleshoots or assists the Customer remotely with the aim of making the Software / Prototype and the Solution operational as quickly as possible. In the event that immediate resolution is not possible, the support person proposes a workaround and / or transmits the case to specialized teams.

He informs Support Users in a timely manner using the appropriate media about ongoing general failures as well as specific issues.

**Support User**: Designates at the Customer, a Support User whose mission is to centralize requests relating to maintenance and support and to facilitate the transmission of information. Each of the Support Users chooses a delegatee to replace them in the event of their absence. Delegates therefore benefit from the rights and powers of Support Users.

**Update**: means the Update of Versions and Patches related to the Software.

**Version**: means Major Version or Minor Version.

# Article 2 – Purpose and scope

The present conditions sets the conditions under which AGENTIL will provide the Software package and any Specific Developments maintenance and support services for the Customer's Sites located in Switzerland.

These conditions and any schedules constitue the entire understanding between the Parties and supersed any prior communication, representations, or agreements whether oral or in writing.

# Article 3 – Conditions of engagement:

## 3.1 - Duration

Start date of maintenance = license order date (this date is not linked to the Go-Live of the solution and the date of order is fixed by AGENTIL Team).

### 3.1.1    Maintenance and Support on acquisition licenses (On Premise):

In the first year (License Delivery Date until December 31 of the current year), Maintenance Services and Support are mandatory and cannot be terminated. Then, the engagement is tacitly renewed for a period of 1 year, unless termination by the Client, at least 4 months before the end of the current period (i.e. maximum before 30.08 for a shutdown on 31.12 of the same year) by registered letter with acknowledgment of receipt.

### 3.1.2    Maintenance and Support on subscription licenses (On Demand):

Commitment according to the duration defined in the attached offer for SAP Business One licenses and associated Addons. The licenses are tacitly renewed by period of 1 year at the end of the minimum period of engagement.

The customer can request the termination of his contract after the minimum engagement period by registered letter with acknowledgment of receipt 4 months before the term.

In the event that the customer wishes an early termination before the minimum commitment term, he agrees to pay the remaining balance until the end of the commitment. He makes his request by registered letter with acknowledgment of receipt.

## 3.2 - Maintenance and Support pricing principle

The price is that of the attached commercial offer, it being specified that any price increase by the publisher between the time of the offer and that of the order will be passed on to the Customer. Any purchase of additional licenses and associated maintenance and support will be the subject of a new offer, partly due to changes in supplier prices and partly due to the exchange rate.

## 3.3 - Billing and payment conditions

### 3.3.1 Maintenance and Support on acquisition licenses (On Premise):

The maintenance and support contract is billed on a pro rata basis for the first year from the date of delivery of the licenses until December 31th of the same year. The following years the billing period is from January 1st to December 31th, with annual billing in January.

### 3.3.2 Maintenance and Support on subscription licenses (On Demand):

The invoicing of maintenance and Support is established at the same time as the invoicing of the licenses subscription because the 2 contracts are interdependent. This is billable on a pro rata basis for the first year from the date of license activation for the current quarter, then quarterly at the start of the quarter.

The applicable method of payment is that validated in the attached commercial offers.

## 3.4 - Price-revision

AGENTIL reserves the right to increase the price once a year, it will notify the Customer in writing of this modification respecting an initial notice of sixty (60) days and will confirm the final percentage increase applicable to the minimum thirty (30) days before the effective date of the increase. This change will come into effect from the next Annual Service Renewal Period or annually at the beginning of the year.

The applicable increase will be at least based on the consumer price index (CPI) according to the formula described below or a higher percentage based on all the increase costs of our various suppliers and the costs of the market :

Calculation if application of the minimum CPI index:

**Indexed amount (final) = Initial amount x Final index / Initial index**

In which :

- Indexed amount = fee after revision;

- Initial amount = initial fee;

- Final index = the most recent CPI index on the revision date;

- Initial index = CPI index known on the initial billing date (for additional licenses, the last CPI index known on the billing date of the additional licenses will be used).

Calculation if increase via a percentage set according to an average of supplier increase guidelines and market costs above the CPI index:

**Indexed amount (final) = Initial amount x Percentage**

In which :

- Indexed amount = fee after revision;

- Initial amount = initial fee;

- Percentage = percentage of increase defined on an average of the costs of increase of the suppliers and costs of the market.

Any delay in the payments authorizes AGENTIL to suspend its Services and obligations ten days after the sending of a reminder letter, except in the event of dispute of the invoices concerned by the Customer.

## 3.5 – Termination / Non-renewal

**3.5.1 – Maintenance and Support Termination**

**3.5.1.1 – Maintenance and Support for Licenses in acquisition (On Premise):**

Partial termination:

Due to the general conditions of the publishers, the Customer may partially terminate the number of licenses, whether these licenses were acquired via a previous contract or by signed commercial offer, whether it was signed with AGENTIL or a other service provider, if and only if the publisher accepts his request, the publisher may refuse or change the conditions of application of partial terminations and in this case the request will not be admissible. Maintenance and Support associated with such terminated licenses will also automatically terminate accordingly.

To make the request, the Customer makes his request by registered letter, the processing time and consideration of the partial termination may vary depending on the publishers, this can be done during the year exceptionally but as a general rule it is on the annual renewal date that the change will be effective, i.e. for January the 01st of the year following the request. The Customer will then lose the rights to use his terminated licenses and will not be able to recover them later, he will have to buy new licenses to reactivate rights.

Maintenance and Support cannot be partially terminated if the customer does not terminate the associated licenses, they remain mandatory for any existing license with the customer whether they are used or not.

Maintenance and Support cannot be suspended, they can only be permanently terminated.

In the event that the Customer before his transfer to AGENTIL would have suspended or would not have paid the fees associated with the publisher maintenance with his former partner, his maintenances will all be due retroactively since the last fee paid to re-open the rights of maintenance with publishers with AGENTIL. In this case, the Customer will pay the sums due to AGENTIL, which will pay them to the publishers.

AGENTIL may refuse the transfer if these conditions are not met.

Total termination:

Due to the general conditions of the publishers, the Customer may request the total termination of his maintenance and support, only if the Customer wishes to change partner or justifies that he no longer uses his solution.

The customer makes his request by registered letter with acknowledgment of receipt at least 4 months before the end of the current period (i.e. maximum before 30.08 for a stop on 31.12 of the same year), he will then lose the maintenance and support rights with AGENTIL.

The Customer must comply with the request formalism indicated in the paragraphs, failing which his request cannot be processed.

### 3.5.1.2 – Maintenance and Support for Subscription licenses (On Demand):

Partial Termination and/or Authorized License Changes:

The customer can also, after the minimum commitment period, make changes to his licenses (reduction, downgrade) each year on the initial anniversary date of his engagement by making his request in advance and at least 2 months before that date. The customer in this case will have to make his request by email, validate an offer which specifies the quantified elements related to this change concerning his invoicing.

The maintenance and Support associated with these licenses will also be automatically modified as a result of the changes made.

The change will then be effective on the engagement anniversary date on the publisher portal and the change in your billing will also be effective from this date.

In the case of a downgrade, the prices of previously subscribed licenses being different depending on the date of subscription, it is the first licenses subscribed that will be counted first in favor of the price of a current limited license.

In the case of a reduction, the prices of the licenses subscribed previously being different according to the date of subscription, it is the first licenses subscribed which will be deducted first.

Total termination:

Due to the publisher's general conditions, the customer may request the non-renewal of his subscribed licenss after the minimum commitment period by registered letter with acknowledgment of receipt 4 months before the anniversary date of his engagement each year for a full termination. Maintenance and Support associated with such terminated licenses will also automatically terminate accordingly.

In the event that the customer wishes an early termination before the minimum commitment term, he agrees to pay the remaining balance due until the end of the commitment. He makes his request by registered letter with acknowledgment of receipt.

The Customer must comply with the request formalism indicated in the paragraphs, failing which his request cannot be processed.

### 3.5.2 Termination for non-compliance with obligations

In the event of a breach by one of the Parties of its obligations under the present, the other Party may, after formal notice to repair the breach notified by registered letter with acknowledgment of receipt which has

remained ineffective for fifteen (15) working days pronounce the termination of the support service to the wrongs of the other Party, by registered letter. Only Support services are affected, Maintenance services cannot be terminated other than through the standard termination process mentioned above.

## 3.6 – Change/replacement or discontinuation of a product:

In the event that a publisher informs AGENTIL of the change/replacement or discontinuation of the marketing of a product, AGENTIL will inform the Customer as soon as possible and will offer him a service continuity solution or a replacement solution offering the same functionalities in possible or another workaround, within the limits of its product portfolio. AGENTIL cannot be held responsible for any inconvenience or consequences of any nature whatsoever resulting from a change/replacement or discontinuation of the marketing of a product which does not result from its will but from that of the publishers.

# Article 4 - Description of maintenance Editor: Update Service and Versions

## 4.1. Description and scope of service

AGENTIL undertakes to make Updates, Versions and Patches of the Software available to the Customer. The provision of Versions and Updates of the Software results in the sending of operating licenses, patches to the Customer.

The installation of these new Versions can be proposed by AGENTIL or else requested by the Customer when the latter deems it useful. The amount of the Maintenance includes the latest Versions and Updates of the Software. Installation services will be the subject of a new offering.
The Versions, Updates and Patches of the Software provided to the Customer are subject to the same contractual license obligations as those relating to the original version. The dates of availability of the Versions of the Software remain the responsibility of the publisher.

## 4.2 Operating procedures

The Customer will make, in writing or by email, to AGENTIL, his request for an Update or a Minor Version / Major Version. All versions, descriptions, documentation relating to the versions are available for self-service on the SAP Help Portal.

It is the Customer's responsibility to install the Patches and Versions of the Software, but also to test them in a dedicated environment in order to validate the non-regression. The Customer will be solely responsible for any technical problems that may result from these updates. AGENTIL and the publishers cannot guarantee the availability of maintenance and support to the Customer, insofar as it is not AGENTIL that has carried out the migration services. The performance of update services by AGENTIL guarantees you the continuity of operation and the availability of maintenance and Support.

In the event that the Customer wishes to have this installation carried out by AGENTIL, and / or the

adaptation of specific Developments made necessary by this installation, AGENTIL will propose to the Customer a functional and technical support quote.

The Customer will inform AGENTIL of its new list of Patches and Versions installed.

# Article 5 - Description of the Support Service

## 5.1 First-level assistance and support service

The first level assistance and support service aims to:

- to answer questions relating to the optimal use of the Solution, according to the information provided by the Customer Support Users.
- to resolve any Anomalies, in particular those reported by the Customer, according to the information provided by the Customer Support Users.

In both cases, AGENTIL undertakes to resolve the Anomalies affecting the Software, encountered by the Customer within the time limits provided for in Article 7 hereof.

First level assistance and support are excluded from Anomalies resulting from Services which are not provided by AGENTIL.

## 5.2 Second level support

If within the framework of the first level support the Customer has not been able to implement the solutions recommended by AGENTIL or if AGENTIL has not corrected the Anomaly, AGENTIL will intervene remotely via a secure internet connection on the Customer's software package. , with its prior agreement and under the responsibility of a qualified employee of the Customer.

## 5.3 Third level support

If the resolution of the Anomaly is the responsibility of the SAP Editor or Addons Editors, the resolution will be provided during the delivery of a Patch or of an update of the Software carried out by the Editor. The services for implementing this update are an integral part of your support.

# Article 6 - Response time

In the event that the response times for processing Anomalies as indicated in the table below are exceeded, AGENTIL will inform the Customer of the overrun and the associated reasons and will provide him with an estimate of the processing time required to correct the Anomaly. In this case, AGENTIL will offer a workaround allowing the Customer to continue its activities while the Anomaly is resolved.
The Customer will be entitled to notify in writing to the head of AGENTIL's operations to define by mutual agreement the actions to be carried out.
If the resolution of the Anomaly is the responsibility of the SAP Editor or Addons Editors, the resolution will be provided during the delivery of a Patch or a Version Update carried out by the Editor. In this case, the response time targets above will be increased by the time it is made available by SAP or Addons Editors.

| Incident priority | Description Priority description | Delay of treatment |
|---|---|---|
| Priority 1 | Very Critical: all the company is locked, business is compromised | 4 Hours |
| Priority 2 | Critical: some activities and part of business are impacted | 24 Hours |
| Priority 3 | Not critical: some users and non core processes might be impacted | 3 Days |
| Priority 4 | Minor: might be work around and can be solved later | 5 Days |

The consultant in charge of ticket processing reserves the right to re-categorize the priority level of the ticket according to the above incident categorization table provided for this purpose.

## Article 7 – Support hours and terms

### 7.1 - Support Hours

Remote support (carried out by AGENTIL teams).
AGENTIL's support service is available at the following AGENTIL hours:

| Working Day | Morning | Afternoon |
|---|---|---|
| From Monday to Friday | 08h to 12h | 13h30 to 17h30 |

### 7.2 - Contact methods

The support service is accessible in French and / or English via our website :

www.agentil.com

Section « Customer Support » :  **Support**

Or directly by the following link: https://agentil.atlassian.net/servicedesk/customer/portals

Log in with your personal business address so that you can create your own account for opening your support tickets and monitoring them.

You will find all the explanations on the creation of a ticket in the document "AGENTIL JIRA support" available on our website www.agentil.com.

If the support services requested are not an integral part of the services included in your maintenance and support contract, our team will inform you of the billable nature of the service and will await your explicit agreement for intervention.

## Article 8 - Customer's obligations

The Customer will designate at least one Support User.

The role of the Support user is to centralize requests relating to maintenance and support and to facilitate the transmission of information to AGENTIL in the context of a support request. He must have sufficient access to carry out the actions that may be requested of him by AGENTIL.

A support user can change from the moment the customer has ensured that the latter has the training, knowledge and attributions necessary to perform this role and will be able to document and provide a clear and precise description in his support requests. The client has no obligation to inform AGENTIL in the event of a change, the main thing being to designate at least 1 person who will hold this role with the Client and will ensure that any person who may take this role is able to do so.

The Customer must open all Support requests and/or requests for modifications and/or changes via our dedicated JIRA Support portal, all requests made outside the portal cannot be processed, except in exceptional technical cases preventing the opening of the ticket by the Customer, in this case the Customer must contact us by telephone. The traceability of requests and their processing can only be ensured by opening tickets on our portal.

It is expressly agreed that the Customer must not, under any circumstances, take the initiative to modify the versions of its operating system or any element (hardware and / or software) entering into the configuration of the software's computer system, without have previously informed AGENTIL and received from the latter its recommendations and precautions in good time.

## Article 9 - Exclusions

Are not covered by AGENTIL, under the present conditions, and therefore do not form part of the latter, the interventions made necessary by:

- Support operations carried out on the Software by Customer's employee who do not have the status of Support User.
  - Failures or malfunction of the operating system of the Designated Installations of the network, of the Internet connection, and of all the programs and hardware components necessary for the SAP Business One connection which have not been provided directly or indirectly by AGENTIL.

- Lack of the training of the Customer's employee or any person required to use the Software concerned.

- User Workstations that are not updated and do not respect the compatibility of the software installed with our Cloud solution (BCS) and the SAP Business One software package, or any associated Addons, according to the recommendations provided by AGENTIL. Updating user workstations is the responsibility of the Customer, if no maintenance has been validated by the customer, through a specific offer.

- An error in the installation of licenses or software updates made by the customer, or any other technical action taken by the customer that could damage or corrupt the integrity of the system.

As well as all actions that do not result from the resolution of a bug and are therefore not part of the present and will be chargeable such as:

- Any report configuration request or additional export format.

- Any installation of new licenses or installation of SAP B1 on a new client workstation.

- Any request to create a user and/or change of authorization, of access related to billable users if carried out by AGENTIL at the Customer's request.

- Support for Specific Developments, if no maintenance has been validated by the Customer, through an offer.

- The resolution of non-reproducible Anomalies when these interventions represent more than two hours of work and the Customer has authorized in writing their continuation beyond these two hours.

- Waste of time on exchanges with coordinators who are not support users.

- Transfer activities and services explicitly requested by the customer following a termination request.

Only versions supported by publishers will be able to benefit from level 3 support and an unsupported version could lead to a limitation or termination of support from AGENTIL if the resolution of the incident depends on a version migration. Any correction in the form of maintenance, or "patch" from the publisher, and for the correction of a bug in the application recognized and documented by the publisher is part of the annual maintenance. Any other case is subject to billable maintenance, according to the very definition of support among software solution publishers.

If certain licenses have been provisioned by the Customer directly (example: MSQL licenses) the maintenance, support and updates of these licenses are not covered by these terms and remain the responsibility of the Customer.

For all the services mentioned above, it is the Customer's responsibility to make a specific request to AGENTIL. This request will be the subject of an additional service offer to be validated by the Customer.

# Article 10 – Confidentiality

Refer to the mutual confidentiality agreement validated jointly between the Parties.

# Article 11 - Liability – Insurance

### 11.1 Liability
AGENTIL will perform the contractual obligations at its expense with all possible care in use in its profession and it will comply with the rules of the art of the moment for the type of Services provided.

### 11.2 Insurance
AGENTIL guarantees to be the holder of an insurance policy guaranteeing the pecuniary consequences of its civil liability in the event that it is incurred.
AGENTIL or the Client may only be held liable by their employees in the case of acts performed by the latter in the framework of the execution of the present.

### 11.3 Limitation of Liability
Likewise, AGENTIL cannot be held responsible for delays or damages resulting exclusively from:
• insufficient information and / or documentation provided by the Client; and more generally
• non-compliance by the latter with its obligations.

No penalty will be applicable insofar as AGENTIL has deployed all the necessary efforts to resolve the incident or, failing that, has proposed one or more corrective solutions adapted to the customer for the correction of his incident, even in the event that the customer will refuse the proposed solution, he will be free in this case to request termination according to the conditions mentioned herein.

No penalty will be applicable if the processing time and response time are increased by the publishers and/or the customer return time on the elements requested by AGENTIL in the context of the resolution of an incident.

In any event, in the event that AGENTIL's liability is retained as a result of non-performance or improper performance of the present, the total amount of compensation that AGENTIL may be required to pay to the Client may not exceed 1.5 times the amount of the signed commercial offer defining support services, regardless of the legal basis of the claim and the procedure used to bring it to a conclusion.

# Article 12 - Cases of Force Majeure - Exempt Causes

AGENTIL cannot be held liable if the execution of the present is delayed or prevented due to a case of force majeure as defined by law and case law or the following exempting causes:

- An interruption of the supply of energy (such as electricity);
- An Internet network failure;
- A failure of the Telecommunications network;
- Civil or foreign war;
- Riots or popular movements;
- Attacks ;
- Government or legislative decisions;
- Loss of Internet connectivity due to public and private operators on which the technical platform used depends.
- pandemic

Any Party intending to invoke a case of force majeure must, under penalty of not being able to rely on it, inform the other Party within three working days of becoming aware of the event, justifying its unforeseeable, insurmountable and external nature, the according to her, making it impossible to respect her obligations, indicating the measures taken, which she intends to take or that she considers necessary to take when she is unable to do so on her own, as well as the foreseeable duration of the case of force majeure. In all cases, the prevented Party must do everything in its power to limit the duration and effects of the case of force majeure or the exonerating cause.

If the event is extended beyond a period of one month, the engagement of the Support services may be terminated by each of the Parties, by registered letter with acknowledgment of receipt, with effect for the end of the current year.

## Article 13 - Intervention of AGENTIL Group Companies

It is recalled that the company AGENTIL SA is part of the AGENTIL Group and as such, any of the companies of the group could be brought to intervene within the framework of the present, subject to having informed the Customer beforehand and except opposition of the from the latter within 48 hours.

## Article 14 - Protection of personal data

Obligations of AGENTIL (Subcontractor) vis-à-vis the Client (Data Controller), with regard to the following regulations:

- LPD: Swiss Federal Law on Data Protection (LPD) of June 19, 1992
- RGPD: The new European Data Protection Regulation (RGPD) of May 25, 2018

relating to the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").

## Article 15 - Dispute

Any complaint must be made by registered mail.

In the event of difficulty in the interpretation and execution of these and their continuation, the Parties agree to meet, before any referral to the courts, in order to find an amicable outcome to the dispute. If within thirty

(30) calendar days following the first notification referred to in the first paragraph of this article, the Parties have not reached an amicable agreement, each of them will recover the right to seize the competent courts.

This dispute settlement procedure will be inapplicable in the event of an emergency, imminent damage, or clearly unlawful disturbance.

The applicable law is Swiss law.

The competent courts are those of the Canton of Zurich.