

Terms and Conditions (T&C)

Seamlesswork AG | Last updated: July 2026

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1. Introduction

1.1 Scope of Application

1.1.1 These Terms and Conditions (“Terms”) constitute a legally binding agreement between the Customer and Seamlesswork AG, Industriestrasse 47, 8152 Glattbrugg, Switzerland (“Provider”), governing the use of Seamless, a Governance Solution for Microsoft 365, including the Seamless Admin Center, the Seamless Teams App, the Seamless Guest Portal, the Seamless API, and all related services and components (collectively the “Product”), whether provided via official Microsoft distribution channels (Azure Marketplace or Microsoft Marketplace), directly by the Provider, or through an authorised Partner.

1.1.2 These Terms take effect as soon as the Customer installs, activates, or uses Seamless, including by granting User Consent or Admin Consent within the Customer’s Microsoft 365 environment.

1.2 Documents forming the agreement

1.2.1 The Agreement between the Provider and the Customer consists of the following documents, listed in order of precedence in the event of conflict:

- the Order (as defined in Section 1.3);
- these Terms and Conditions (T&C);
- the Data Processing Agreement (DPA), including the Sub-processor List (Annex 3 to the DPA);
- the Privacy Policy.

1.2.2 In the event of a conflict between any of the above documents, the document listed higher in the order of precedence shall prevail to the extent of the inconsistency.

1.3 How an order is placed

1.3.1 An Order may be established in any of the following ways:

- **Marketplace subscription:** The Customer initiates a subscription via Azure Marketplace or Microsoft Marketplace. The digital confirmation of the subscription by Microsoft constitutes the Order. Billing and payment are governed by Microsoft’s Marketplace terms.
- **Written offer or quote:** The Provider or a Partner issues a written offer or quote to the Customer. The Order is formed upon the Customer’s written signature, counter-signature, or written confirmation (including by email) of that offer.
- **Customer contract or purchase order:** The Customer provides its own master agreement, framework agreement, or purchase order that expressly references these Terms. Such document constitutes the Order, provided the Provider has confirmed acceptance in writing.

1.3.2 Regardless of the ordering method used, these Terms apply in full to the Customer’s use of the Product. Any terms and conditions included in a Customer purchase order or contract that conflict with or are additional to these Terms shall not apply unless expressly agreed to in writing by the Provider.

1.4 Acceptance of terms

1.4.1 By installing, activating, or using the Product, the Customer confirms that it accepts these Terms on behalf of the relevant company or organisation, that it has the legal authority to do so, and that it is not acting as a consumer within the meaning of applicable consumer protection legislation.

1.4.2 These Terms also apply to Preview versions of the Product. Warranty and risk provisions specific to Preview versions are set out in Section 10.4.

1.4.3 Any terms and conditions of the Customer shall not apply unless the Provider has explicitly agreed to them in writing. Any modifications or deviations from these Terms by the Customer require the Provider's prior written approval.

1.5 Amendments to these terms

1.5.1 The Provider reserves the right to update or amend these Terms and any related policies at any time. Material changes will be communicated to the Customer in advance, no less than thirty (30) calendar days before the effective date, by email or via the Seamless Admin Center.

1.6 Definitions

The following terms shall have the meanings set out below throughout this Agreement, unless expressly stated otherwise:

Term	Definition
Agreement	As defined in Section 1.2.
Seamlesswork / Provider	As identified in Section 1.1.1. Company website: https://seamlesswork.com
Authorised Processor	The Provider acting in its capacity as a data processor within the meaning of Art. 28 GDPR and Art. 9 revFADP, to the extent that the Customer engages the Provider to process personal data on its behalf.
Confidential Information	All non-public, confidential, or proprietary information disclosed by one party to the other in connection with this Agreement, as further defined in Chapter 8.
Customer	The legal entity that enters into the Agreement with the Provider and uses or permits its Users to use the Product.
Data Act	Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data, applicable since 12 September 2025.

Term	Definition
Data Protection Laws	All applicable data protection and privacy legislation, including the EU General Data Protection Regulation (GDPR), the revised Swiss Federal Act on Data Protection (revFADP), and any national implementing laws.
Partner	A consulting, implementation, managed service, or resale partner authorised by the Provider to advise, deploy, support, or distribute the Product to Customers, including cloud solution providers (CSPs) and other authorised resellers.
Documentation	The technical and functional documentation for the Product, available at https://docs.seamlesswork.com . The Documentation is provided for informational purposes and may not be complete or up to date at all times.
Exportable Data	Customer-related data (personal or non-personal) that is generated or stored within the Product environment and which the Provider is required to make available to the Customer under the Data Act and the Data Processing Agreement, excluding data that remains exclusively within Microsoft 365, Entra ID or other systems fully controlled by the Customer.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data.
Intellectual Property Rights	All copyrights, trademarks, patents, utility models, trade secrets, and other intellectual and industrial property rights in the Product and related materials.
Licence Fee	The fees payable for the use of the Product and related services, as set out in the Order.
Marketplace	Azure Marketplace or Microsoft Marketplace as official distribution channels of Microsoft Corporation through which the Product may be purchased and billed.

Term	Definition
Microsoft 365	The cloud-based productivity services of Microsoft Corporation, including Microsoft Teams, SharePoint Online, and Entra ID (formerly Azure Active Directory), which form the platform basis for the Product.
Order	As defined in Section 1.3.
Product	The Microsoft 365 Governance Solution “Seamless” (https://seamlesswork.com). A detailed description is set out in Chapter 3.
revFADP	The revised Swiss Federal Act on Data Protection (Neues Datenschutzgesetz, revDSG), in force since 1 September 2023.
Seamless Admin	A user designated by the Customer as responsible for the configuration, oversight, and governance of Seamless within the Customer’s Microsoft 365 environment.
Seamless Admin Center	The web-based portal for Microsoft 365 and Seamless Administrators to configure Seamless, define governance policies, and control settings.
Seamless API	The public REST API enabling Customers and Partners to integrate Seamless with third-party systems and build custom workflows. Documentation: https://sml-api.io/docs/
Seamless Guest Portal	The web-based portal at https://portal.seamlesswork.com through which external guests can access Seamless-managed collaboration scenarios as configured by the Customer.
Seamless Teams App	The Seamless App for Microsoft Teams.
Trial Licence	No-cost licence for evaluation, limited to thirty (30) calendar days.
User	Any natural person authorised by the Customer to access or use the Product, including employees and administrators of the Customer.

Note: Terms used in the singular include the plural and vice versa. Headings are for refer-

ence only and do not affect the interpretation of these Terms.

2. Scope and parties

2.1 Parties and users

The Provider develops, operates, and makes the Product available. The Customer acquires the right to use the Product under these Terms and is responsible for all activities carried out by its Users and any person accessing the Product through the Customer's Microsoft 365 tenant.

2.2 Formation and effective date

2.2.1 The Agreement between the Provider and the Customer is formed upon the earliest of the following events:

- **(a)** the Customer signs in to the Seamless Admin Center or installs the Seamless Teams App;
- **(b)** the Customer or an administrator grants User Consent or Admin Consent for the Product;
- **(c)** the Customer places an Order; or
- **(d)** the Customer accesses or uses any component of the Product.

2.2.2 By taking any of the actions described in Section 2.2.1, the Customer confirms that it has read, understood, and agrees to be bound by these Terms, and that the individual taking such action has the authority to bind the Customer.

2.2.3 Unless otherwise agreed in an Order, these Terms also apply to any use of the Product during a Trial Licence period. The provisions relating to fees and payment (Chapter 5) and term and termination (Chapter 12) do not apply during the Trial Licence period, except where the Customer transitions to a paid licence.

2.3 No modification by customer terms

2.3.1 Any general terms and conditions of the Customer shall not apply to this Agreement unless the Provider has explicitly agreed to them in writing. Modifications to these Terms require the prior written approval of the Provider and must explicitly identify which provisions are being amended.

2.3.2 These Terms may be supplemented or superseded by a separately signed written agreement between the parties, provided that such agreement explicitly references these Terms and identifies the provisions being amended. Where such an agreement references industry standards (e.g. ISO 27001) or applicable law, those standards may coexist with or take precedence over the relevant provisions of these Terms to the extent defined in that agreement.

3. Product and services

3.1 Description of the product

Seamless is a Software-as-a-Service (SaaS) Governance Solution for Microsoft 365, developed and operated by the Provider. Seamless enables organisations to govern, structure, and manage collaboration in Microsoft Teams and related Microsoft 365 services. The Product operates on

the Customer's Microsoft 365 tenant via Microsoft Graph API permissions and requires Admin Consent to access and process data and execute tasks on behalf of the Customer. The Product is accessed and used entirely via web browser or the Microsoft Teams client; no local installation on end-user devices is required.

3.2 Microsoft 365 dependency

3.2.1 Seamless is built on and integrates deeply with Microsoft 365. The proper functioning of the Product requires that the Customer maintains a valid Microsoft 365 subscription and ensures that its users hold the appropriate Microsoft licences. The Customer is solely responsible for obtaining and maintaining all required Microsoft licences.

3.2.2 All components of the Product rely on Microsoft services including Microsoft Teams, Microsoft Graph API, and Entra ID. These services are provided by Microsoft Corporation and are governed by Microsoft's own terms and conditions. The Provider has no control over the availability, performance, or modification of Microsoft services.

3.2.3 The Provider shall not be liable for any unavailability, degradation, or disruption of the Product caused by: (a) changes to Microsoft 365 services, APIs, or platform behaviour; (b) Microsoft maintenance, outages, or incidents; or (c) the Customer's failure to maintain the required Microsoft 365 licences or environment configuration. The Provider will inform the Customer as soon as reasonably practicable of any known material changes by Microsoft that affect the Product.

3.3 Hosting and infrastructure

The Seamless Admin Center and Seamless API are hosted on Microsoft Azure infrastructure operated by the Provider. The Seamless Teams App is deployed within the Customer's own Microsoft 365 tenant and operates within the security and data residency boundaries of that tenant.

3.4 Onboarding and setup

3.4.1 To begin using the Product, the Customer must complete the sign-up and onboarding process as described in the Documentation. The initial sign-up requires a user with Microsoft 365 Global Administrator rights to grant the necessary permissions (Admin Consent) for the Product to access the Customer's Microsoft 365 environment. This user is registered as the first Seamless Admin during the onboarding process.

3.4.2 Onboarding support, rollout assistance, and training are not included in the Licence Fee unless expressly agreed in the Order. Such services may be provided by the Provider or by an authorised Partner under a separate agreement.

3.5 Updates and modifications to the product

3.5.1 The Provider may, at its sole discretion and at freely determined intervals, make changes, fixes, updates, or new releases to the Product (each an "Update"). Updates are provided to all customers simultaneously and the Customer cannot decline Updates.

3.5.2 The Provider will, where reasonable and practicable, deploy Updates to a preview environment first. All Updates are subject to the Provider's internal QA process before being released to

the production environment, so that Customers may test them before they are applied to production.

3.5.3 The Provider publishes release notes and Update information in the Documentation at <https://docs.seamlesswork.com>. The Customer is responsible for monitoring this page regularly.

3.5.4 The Customer is not entitled to demand specific changes, customisations, or integrations. If the Provider offers custom development services, these are subject to a separate written agreement and additional fees.

3.6 Support services

3.6.1 Best-effort support is included with all plans, including Trial Licences. The Provider handles Customer support requests via the channels described in the Documentation but does not commit to specific response or resolution times under best-effort support.

3.6.2 Premium support, including a four (4) hour response time during Zurich business hours (Monday to Friday, 09:00–17:00 CET/CEST, excluding public holidays in the Canton of Zurich) for all support requests, is available as an add-on subject to additional fees. Scale Plans may include Premium support as agreed in the Order.

3.6.3 Other services such as consulting, training, rollout assistance, and customisation require a separate agreement.

4. Licences and orders

4.1 Plans and licences

The use of Seamless requires a subscription to a plan. Each plan includes user licences as described below. The Provider offers the following plans:

	Trial Licence	Enterprise Plan	Scale Plan
Duration	30 calendar days	12 months	Min. 12 months
Cost	Free	Per Marketplace subscription	Per Order
Warranty	None	Limited (Chapter 10)	Limited (Chapter 10)
SLA	None	Standard (Chapter 10)	Standard; custom on request
Support	Best-effort	Best-effort included; Premium available as add-on	Best-effort included; Premium available (often part of Scale Order); Dedicated Account Manager
Personal data	Test tenant recommended	As per DPA	As per DPA

	Trial Licence	Enterprise Plan	Scale Plan
Termination	Auto-expires after 30 days	Via Marketplace	Via Marketplace (Private Offer) or 90 days written notice (direct)

4.2 Trial licence

4.2.1 Every Customer begins with a Trial Licence for a period of thirty (30) calendar days (the “Trial Period”). The Trial Period begins on the date the Customer first activates or installs the Product. The Trial Licence is intended solely for the evaluation of the Product and does not constitute a formal Order or Licence Agreement.

4.2.2 During the Trial Period, all provisions of these Terms apply with the exception of Chapter 5 (Fees and Payment) and Chapter 12 (Term and Termination). No Licence Fee is payable during the Trial Period.

4.2.3 The Customer is not obligated to purchase the Product after the Trial Period expires. However, continued use of the Product beyond the Trial Period without a valid Enterprise Plan or Scale Plan is not permitted and may result in immediate suspension of access.

4.2.4 The Provider reserves the right to limit the functionality available during the Trial Period and to modify, terminate, or extend Trial Licences at any time without prior notice. Trial Licences are non-transferable and may not be used to circumvent paid licensing obligations.

4.3 Enterprise Plan

4.3.1 An Enterprise Plan grants the Customer access to the full Product functionality as described in the applicable Order and Documentation, subject to the licence scope, term, and fee set out in the Order. Enterprise Plans are available for up to one thousand (1,000) users. Customers exceeding this threshold require a Scale Plan.

4.3.2 Enterprise Plans are distributed exclusively via the Microsoft Marketplace. The Customer may acquire an Enterprise Plan through a Public Offer, a Private Offer, or a Resale Enabled Offer through an authorised Partner. All transactions are processed through the Marketplace.

4.3.3 Enterprise Plans are granted on an annual subscription basis with a term of twelve (12) months. Renewal is governed by Chapter 12. Billing is processed by Microsoft in accordance with Microsoft’s Marketplace terms. Billing commences only after the Customer has completed the account activation on the Provider’s landing page; no charges accrue during the initial provisioning phase prior to activation.

4.3.4 The Licence Fee for an Enterprise Plan is calculated based on the number of Microsoft 365 licences held by the Customer, using a tiered per-user pricing model as further described in Chapter 5. The applicable pricing is published on the Marketplace and at <https://seamlesswork.com>.

4.4 Scale Plan

4.4.1 A Scale Plan is required for Customers with more than one thousand (1,000) users, and is also available to Customers with additional requirements beyond the standard Enterprise Plan. The Scale Plan may include, depending on the Order, a dedicated Account Manager, a custom Service Level Agreement (SLA), professional services, and other agreed deliverables.

4.4.2 The scope, term, and pricing of a Scale Plan are individually agreed between the Provider and the Customer and set out in the applicable Order. The minimum subscription term for a Scale Plan is twelve (12) months. A Scale Plan is typically activated via a Microsoft Private Offer through the Marketplace. Additional services such as integration, professional services, or customisation may be included in the Private Offer or governed by a separate agreement. Where the Scale Plan includes a Private Offer, the Marketplace terms (including billing, renewal, and cancellation) apply as set out in Sections 4.9 and 12.1. Alternatively, a Scale Plan may be activated by direct invoice from the Provider or a Partner.

4.4.3 All provisions of these Terms apply to Scale Plans. Where a Scale Plan Order contains terms that supplement or deviate from these Terms, the Order shall prevail to the extent of any conflict.

4.5 Licence grant

4.5.1 Subject to the Customer's compliance with these Terms and timely payment of all applicable Licence Fees, the Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to use the Product during the term of the Agreement, limited to the number of Users and the scope specified in the Order.

4.5.2 The licence granted under Section 4.5.1 is limited to the Customer's own internal use. The Customer may not use the Product to provide services to third parties (e.g. as a managed service or bureau service) without the prior written consent of the Provider.

4.5.3 The Provider reserves all rights not expressly granted to the Customer. Nothing in this Agreement grants the Customer any intellectual property rights in or to the Product beyond the limited licence set out in this Chapter.

4.6 Licence restrictions

The Customer shall not, and shall ensure that its Users do not:

- **(a)** copy, modify, adapt, translate, or create derivative works of the Product or its Documentation;
- **(b)** distribute, sublicense, sell, resell, transfer, lease, or otherwise make the Product available to third parties, except as expressly permitted under a Partner agreement with the Provider;
- **(c)** reverse engineer, decompile, disassemble, or attempt to derive the source code of the Product;
- **(d)** remove, alter, or obscure any proprietary notices, trademarks, or labels on the Product;
- **(e)** use the Product in a manner that violates any applicable law or regulation, or infringes the rights of any third party;

- (f) use the Product to develop a competing product or service;
- (g) circumvent or attempt to circumvent any licence enforcement mechanisms or access controls.

4.7 Licence management and overuse

4.7.1 For Enterprise Plans (whether via Public Offer, Private Offer, or Resale Enabled Offer), licensing is managed on a per-user basis through the Microsoft Marketplace. Microsoft ensures that the correct number of licences is maintained.

4.7.2 For Scale Plans based on a Private Offer, the Customer is responsible for ensuring that the number of licensed users corresponds to the agreed scope. The Customer shall notify the Provider promptly if the number of active Users exceeds the licensed quantity. In such case, the Provider is entitled to adjust the Licence Fee accordingly.

4.7.3 The Provider may conduct reasonable audits of Scale Plan licence usage, upon written notice and at the Provider's expense, to verify compliance with the licence scope. The Customer shall cooperate with such audits in good faith.

4.8 Right to reject orders

The Provider reserves the right to reject or withdraw any Order or Trial Licence at its sole discretion and without prior notice, in particular where the Customer is in breach of these Terms, where the Order contains material errors, or where the Provider has reasonable grounds to doubt the Customer's ability to fulfil its obligations.

4.9 Marketplace orders

4.9.1 For Marketplace transactions, these Terms apply in full. The Provider uses its own custom contract terms rather than the Microsoft Standard Contract. Microsoft is not a party to this Agreement; it acts solely as the operator of the Marketplace platform. The purchase contract remains exclusively between the Provider and the Customer. Billing and payment are processed by Microsoft and are subject to Microsoft's Marketplace transaction terms. In the event of a conflict between these Terms and mandatory Marketplace terms imposed by Microsoft, the mandatory Marketplace terms prevail only to the extent strictly required.

4.9.2 The Customer is obliged to comply with all applicable Microsoft terms, including the Microsoft Commercial Marketplace Terms of Use. Microsoft's terms do not form part of this Agreement.

5. Fees and payment

5.1 Licence fee

5.1.1 The current prices for Enterprise Plans are published on the Microsoft Marketplace and are binding. The Licence Fee is calculated on a per-user basis using a tiered pricing model.

5.1.2 For Scale Plans, the Licence Fee is individually agreed between the Provider and the Customer and set out in the applicable Order.

5.2 Marketplace billing

5.2.1 All Marketplace transactions, whether via a Public Offer, a Private Offer, or a Resale Enabled Offer, are billed to the Customer exclusively through the Microsoft Marketplace (Azure Marketplace or Microsoft Marketplace). Microsoft acts as the billing operator and is solely responsible for invoicing the Customer, payment processing, subscription management, and renewal. For Public Offers and Private Offers, Microsoft pays the Provider directly. For Resale Enabled Offers, Microsoft pays the authorised Partner; the Partner in turn pays the Provider outside the Marketplace in accordance with their separate partner agreement.

5.2.2 Unless indicated otherwise for a particular Offer, Microsoft subscription credits (such as free trial credits, MSDN, Microsoft for Startups, or similar programmes) and Azure prepayment funds may not be used to purchase the Product via the Marketplace. Marketplace purchases are billed separately from Azure consumption.

5.2.3 For Marketplace Orders, refunds are subject to Microsoft's Prevailing Refund Policies as published by Microsoft from time to time. Refunds for recurring SaaS charges are eligible only within seventy-two (72) hours of the start of the billing term or its renewal. To the extent that Microsoft's policies impose refund obligations on the Provider that exceed those set out in these Terms, those policies shall apply to the Marketplace transaction.

5.3 Direct billing, Scale Plans

5.3.1 This Section 5.3 applies exclusively to Scale Plans billed directly by the Provider via a classic transaction outside the Marketplace. Payment terms are agreed individually in the Order. Unless otherwise specified in the Order, the Customer shall pay all undisputed amounts within thirty (30) days of the invoice date.

5.3.2 If the Customer disputes any part of an invoice in good faith, it must notify the Provider in writing within the payment period, specifying the disputed amount and the reasons for the dispute. The Customer shall pay the undisputed portion by the due date. The parties shall seek to resolve any dispute promptly and in good faith.

5.3.3 If payment is not received within the payment period, the Customer is in default without further notice. The Provider may suspend access to the Product in accordance with Section 12.3, after providing at least ten (10) days' written notice.

5.3.4 The Customer shall not withhold or set off any amounts owed to the Provider against any claims the Customer may have against the Provider, whether disputed or otherwise, unless such set-off has been agreed in writing or confirmed by a court of competent jurisdiction.

5.4 Taxes

All fees are exclusive of VAT. Where applicable, VAT will be added to the invoice. For Marketplace transactions, tax handling is governed by Microsoft's Marketplace tax policies.

5.5 Price adjustments

5.5.1 For Enterprise Plans, pricing is published on the Marketplace and may be updated by the Provider. Microsoft notifies affected Customers at least ninety (90) days before a price increase

takes effect. The existing price is guaranteed until the next subscription renewal; the new price applies from renewal onwards.

5.5.2 For directly invoiced Scale Plans, the Provider will notify the Customer of any price adjustment at least ninety (90) days in advance. The adjustment takes effect at the next renewal.

5.6 Additional services

5.6.1 Services not included in the Licence Fee, such as implementation support, data migration assistance, custom integrations, training, and consulting, are subject to a separate written agreement or order confirmation and will be charged at the rates agreed therein. Unless otherwise agreed, the Provider's standard hourly rate of CHF 200.00 per hour (excl. VAT) applies.

5.6.2 The Provider will inform the Customer of any anticipated additional charges before commencing additional services, to the extent that business requirements permit such advance notice.

6. Customer responsibilities

6.1 General obligations

6.1.1 The Customer is responsible for all activities carried out by its Users in connection with the Product and shall ensure that all use complies with these Terms and applicable laws.

6.1.2 The Customer is responsible for its Microsoft 365 environment, including tenant configuration, security settings, and licence management, to the extent these affect the operation of Seamless.

6.1.3 The Customer shall cooperate with the Provider in connection with the provision of the Product, including responding to requests for information and providing access to relevant system information where necessary for troubleshooting. Where a service issue arises due to the Customer's failure to cooperate, the Provider shall not be liable for any resulting disruption.

6.2 Technical prerequisites and administration

6.2.1 Seamless requires that all Users hold a Microsoft 365 licence that includes SharePoint Online and Microsoft Teams. Certain features additionally require a Microsoft Entra ID P1 licence or equivalent. The applicable licence requirements are specified in the Documentation.

6.2.2 The Customer is responsible for granting the necessary Microsoft Entra ID application permissions (Admin Consent) for Seamless to operate, as described in the Documentation. The Customer shall not revoke permissions necessary for the core operation of the Product without first consulting the Provider.

6.2.3 The Customer shall designate at least one Seamless Admin who is responsible for the configuration and oversight of Seamless. The Customer is solely responsible for all configuration decisions made within the Seamless Admin Center. Each User must access the Product using their own Microsoft 365 identity.

6.3 Acceptable use and security

6.3.1 In addition to the licence restrictions in Section 4.6, the Customer shall not, and shall ensure that its Users do not, use the Product to:

- (a) upload, store, or distribute any content that is unlawful, harmful, or otherwise objectionable;
- (b) introduce viruses, malware, or any other harmful code into the Product or the Provider's systems;
- (c) attempt to gain unauthorised access to any part of the Product, the Provider's infrastructure, or the data of other customers.

6.3.2 The Customer is responsible for maintaining appropriate security measures within its Microsoft 365 environment. The Customer shall promptly notify the Provider at help@seamlesswork.com of any actual or suspected security incident affecting Seamless and shall cooperate with the Provider in investigating and resolving such incidents.

6.3.3 The Provider may investigate any suspected violation and take appropriate action, including suspension of access in accordance with Section 12.3.

6.4 API usage

6.4.1 Where the Customer uses the Seamless API, the Customer is responsible for ensuring compliance with the API Documentation and for securely managing any API keys, tokens, or credentials. The Customer shall promptly notify the Provider if any credentials are compromised.

6.4.2 The Provider may impose or adjust rate limits on API usage at any time by updating the API Documentation.

7. Intellectual property

7.1 Ownership

7.1.1 The Product and all intellectual property rights therein (including software, source code, algorithms, designs, and documentation) are and remain the exclusive property of Seamlesswork AG or its licensors. The Customer acquires no rights other than the limited licence granted under Chapter 4. "Seamless" and "Seamlesswork" are registered trade marks of the Provider.

7.1.2 The Product may incorporate third-party open-source components, provided under their respective licences. Microsoft and all Microsoft product names are the property of Microsoft Corporation. The Provider is an independent software vendor and makes no claim to Microsoft's intellectual property.

7.2 Customer data

7.2.1 All data that the Customer or its Users create, upload, store, or process through Seamless ("Customer Data") remains the exclusive property of the Customer. The Provider may process Customer Data solely to provide the Product and related services. The Provider shall not use Customer Data for its own commercial purposes, sell it to third parties, or use it to train AI models without the Customer's prior written consent.

7.2.2 To the extent the Data Act applies, the Customer has the right to export Exportable Data in a structured, commonly used, and machine-readable format. The detailed provisions are set out in Section 11 of the Data Processing Agreement.

7.2.3 The Customer warrants that it has all necessary rights to provide Customer Data for processing under these Terms and shall indemnify the Provider against any claims arising from a breach of this warranty.

7.3 Feedback

Any feedback, suggestions, or ideas provided by the Customer or its Users relating to the Product may be used by the Provider without restriction or compensation. Feedback is voluntary and does not include Customer Data.

7.4 IP indemnification

7.4.1 The Provider shall defend the Customer against any third-party claim that the Customer's authorised use of the Product infringes that third party's intellectual property rights, provided the Customer promptly notifies the Provider and grants it sole control over the defence. The Provider has no indemnification obligation where the claim arises from the Customer's misuse, modification, or combination of the Product with third-party services.

7.4.2 If the Product becomes subject to an IP claim, the Provider may at its discretion: (a) procure the right for continued use; (b) modify the Product to make it non-infringing; or (c) terminate the Order and refund prepaid fees on a pro-rata basis. This Section 7.4 states the Customer's sole remedy for IP infringement claims.

8. Confidentiality

8.1 Confidential information

"Confidential Information" means any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with these Terms or the use of the Product, whether disclosed orally, in writing, electronically, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, without limitation, source code, product roadmaps, security assessments, non-public pricing, Customer Data, and any non-public information about either party's business, systems, or infrastructure.

8.2 Exclusions from confidentiality

Information shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate by written evidence that:

- **(a)** the information is or becomes publicly available through no fault of the Receiving Party;
- **(b)** the information was already known to the Receiving Party at the time of disclosure, free of any obligation of confidentiality;
- **(c)** the information is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- **(d)** the information is received by the Receiving Party from a third party who is not under any obligation of confidentiality with respect to such information.

8.3 Confidentiality obligations

8.3.1 Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; (c) use Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms; and (d) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

8.3.2 Each party may disclose the other party's Confidential Information only to its employees, contractors, advisors, and sub-processors ("Authorised Recipients") who: (a) have a genuine need to know such information for the purposes of these Terms; and (b) are bound by confidentiality obligations at least as protective as those set out in this Chapter 8. Each party shall remain fully liable for any breach of confidentiality by its Authorised Recipients.

8.4 Compelled disclosure

A Receiving Party may disclose Confidential Information to the extent required by applicable law, a valid court order, or a binding direction of a competent authority, provided that the Receiving Party, where legally permissible and practicable: (a) gives the Disclosing Party prompt prior written notice so that it may seek protective relief; (b) cooperates reasonably in seeking such relief; and (c) discloses only so much as is strictly required. A compelled disclosure shall not constitute a breach of this Chapter 8.

8.5 Duration of confidentiality obligations

The confidentiality obligations set out in this Chapter 8 shall apply during the term of the Agreement and shall survive termination or expiry of the Agreement for a period of five (5) years, except that:

- (a) obligations with respect to trade secrets shall continue to apply for as long as the information qualifies as a trade secret under applicable law; and
- (b) obligations with respect to Customer Data shall continue to apply until such time as the Customer Data has been deleted or returned in accordance with Section 8.6.

8.6 Return and deletion of confidential information

Upon expiry or termination of the Agreement, or upon written request, the Receiving Party shall within thirty (30) days return or destroy all Confidential Information and, upon request, confirm in writing that it has done so. Retention required by applicable law remains subject to the confidentiality obligations of this Chapter 8. For Customer Data, the provisions of the Data Processing Agreement shall prevail.

8.7 Injunctive relief

Each party acknowledges that any actual or threatened breach of this Chapter 8 may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive or other equitable relief from a court of competent jurisdiction to prevent or restrain any such breach, without the

need to prove actual damages and without prejudice to any other rights or remedies available to it.

9. Data protection

9.1 Scope and roles

9.1.1 The provision of the Product involves the processing of personal data. In relation to such processing, the Customer acts as the data controller and the Provider acts as the data processor within the meaning of the GDPR and the revFADP. Where the Provider processes personal data for its own purposes (e.g. account management, invoicing, or security), the Provider acts as an independent data controller; such processing is governed by the Provider's Privacy Policy.

9.1.2 The personal data processed by the Provider on behalf of the Customer is limited in scope, comprising in particular Microsoft Entra ID identifiers, administrative and contact data, and contractual and billing data necessary for the provision of the Product. The Provider does not process end-user content. The complete categories of personal data, purposes, and retention periods are set out in the Data Processing Agreement.

9.2 Data processing agreement

9.2.1 The Data Processing Agreement forms an integral part of the Agreement and governs all processing of personal data by the Provider on behalf of the Customer in accordance with Article 28 GDPR and the revFADP. By accepting these Terms, the Customer agrees to the DPA, unless the Parties have agreed a separately negotiated DPA in writing. Where a separately negotiated DPA conflicts with these Terms, the DPA shall prevail with respect to data protection matters.

9.2.2 The DPA sets out in particular: the roles and responsibilities of the Parties; the categories of personal data and data subjects; sub-processor obligations and the notification procedure for changes; technical and organisational security measures; data subject rights assistance; breach notification procedures; and the provisions on data export and deletion upon termination.

9.3 Data residency and transfers

Personal data processed by the Provider is primarily stored in Switzerland (Microsoft Azure Switzerland North). AI-assisted features process personal data (in particular email addresses) via Microsoft Azure AI Foundry hosted in Sweden, which is within the European Economic Area. Static, non-personal assets are delivered globally via Microsoft Azure CDN. The Provider shall not transfer personal data outside the EEA or Switzerland without implementing appropriate safeguards as set out in the DPA.

10. Warranties

10.1 Provider warranties

10.1.1 The Provider warrants that, during the term of the Agreement:

- **(a)** it has the full right, power, and authority to enter into the Agreement and to grant the licences set out in Chapter 4;

- **(b)** the Product will perform materially in accordance with the Documentation at <https://docs.seamlesswork.com> under normal use conditions;
- **(c)** the Provider will provide the Product with reasonable skill and care, consistent with recognised industry standards for B2B SaaS services;
- **(d)** the Provider will implement and maintain the technical and organisational security measures described in the Data Processing Agreement; and
- **(e)** to the Provider's knowledge, the Product, as delivered, does not intentionally contain any malicious code, back doors, or mechanisms designed to disrupt, disable, or damage the Customer's systems.

10.1.2 If the Product fails to conform to the warranty in Section 10.1.1(b), the Provider shall use commercially reasonable efforts to correct the non-conformance within a reasonable time. If correction is not possible, the Customer may terminate the affected Order in accordance with Chapter 12 and receive a pro-rata refund of prepaid fees for the unused portion of the then-current licence period.

10.2 Service level agreement

10.2.1 The Provider warrants that the Product will be available for use 99.5% of the time per calendar month, measured on a 24/7 basis ("Service Level"). Availability is calculated using the following formula: (total minutes in the month - minutes of downtime) ÷ total minutes in the month.

10.2.2 Downtime means periods during which the Product cannot be used by the Customer at all. Interruptions to individual features or functions, performance degradations, or isolated bugs do not constitute downtime. Individual defects are addressed through the support process or, where applicable, under the limited warranty in Section 10.1.

10.2.3 The following are excluded from the downtime calculation:

- **(a)** scheduled maintenance windows notified to the Customer in advance in accordance with Section 3.5;
- **(b)** unavailability caused by Microsoft 365, Microsoft Azure, or other Microsoft platform outages or degradations;
- **(c)** unavailability caused by the Customer's own systems, network, or Microsoft 365 tenant configuration;
- **(d)** force majeure events as described in Chapter 13; and
- **(e)** unavailability resulting from the Customer's breach of these Terms, including misuse or overuse of the Seamless API.

10.2.4 If the Service Level is not met in a given calendar month, the Customer is entitled to a credit of ten percent (10%) of the monthly Licence Fee for each two percent (2%) of downtime exceeding the Service Level. The maximum credit per calendar month is thirty percent (30%) of the monthly Licence Fee. Credits may only be applied against future invoices. To claim a credit, the Customer shall notify the Provider promptly of any downtime, specifying the nature and duration of the interruption. Repeated failure to meet the Service Level is considered reasonable grounds for the Customer to terminate the Agreement in accordance with Chapter 12.

10.3 Disclaimer of warranties

Except for the warranties expressly set out in Sections 10.1 and 10.2, the Product is provided “as is” and “as available”. To the maximum extent permitted by applicable law, the Provider disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or uninterrupted or error-free operation. The Product operates within and depends upon the Microsoft 365 ecosystem; the Provider gives no warranties in respect of Microsoft 365, Microsoft Teams, Microsoft Entra ID, or any other Microsoft service.

10.4 Preview features

10.4.1 The warranties in Section 10.1 do not apply to features of the Product that are released as “Preview” as described in Section 1.4. Preview features are provided on an “as is” basis and are excluded from any warranty or service level commitment. The Provider may modify, suspend, or discontinue any Preview feature at any time without liability.

10.4.2 Preview features are intended for evaluation in a test environment. The Provider recommends that the Customer does not rely on Preview features in production use cases. To the extent the Customer chooses to use a Preview feature in a production environment, it does so at its own risk.

10.5 Customer and mutual warranties

Each party warrants that it has the full right, power, and authority to enter into the Agreement and that the execution and performance of the Agreement does not violate any applicable law or obligation. The Customer additionally warrants that: (a) its use of the Product will not violate any applicable law or infringe the rights of any third party; (b) it holds all necessary rights in respect of any Customer Data submitted to or processed through the Product; and (c) it will ensure that its Users comply with the acceptable use obligations set out in Section 6.3.

11. Limitation of liability

11.1 Exclusion of indirect and consequential damages

11.1.1 To the maximum extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or in connection with the Agreement or the use of or inability to use the Product, however caused and regardless of the theory of liability (whether in contract, tort including negligence, strict liability, or otherwise), even if the party has been advised of the possibility of such damages.

11.2 Aggregate liability cap

Each party’s total aggregate liability for all claims arising out of or in connection with the Agreement shall not exceed the total fees paid or payable by the Customer to the Provider in the twelve (12) months immediately preceding the event giving rise to the claim. Where a claim arises before twelve months of fees have been paid, the cap is calculated based on the annualised value of the fees under the then-current Order.

11.3 Exceptions to liability limitations

The limitations in Sections 11.1 and 11.2 shall not apply to:

- (a) death or personal injury caused by a party's negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) wilful misconduct or gross negligence (Grob Fahrlässigkeit);
- (d) a party's breach of its confidentiality obligations under Chapter 8 or of applicable data protection law, including the GDPR, revFADP, and the Data Processing Agreement; and
- (e) any liability that cannot be excluded or limited under applicable mandatory law, including Swiss law (OR).

11.4 Basis of the bargain and duty to mitigate

The Parties acknowledge that the limitations in this Chapter 11 are a fundamental element of the bargain and that the fees reflect these limitations. Each party shall take reasonable steps to mitigate any loss suffered in connection with the Agreement.

11.5 Customer indemnification

The Customer shall indemnify and hold harmless the Provider against any claims, damages, and costs (including reasonable legal fees) arising out of: (a) any breach of these Terms by the Customer or its Users; (b) any violation of applicable law by the Customer or its Users; or (c) any infringement of third-party rights resulting from the Customer's use of the Product. The Provider shall promptly notify the Customer of any such claim and cooperate reasonably in the defence.

12. Term and termination

12.1 Marketplace transactions

12.1.1 For Marketplace transactions via a Public Offer, the subscription term is twelve (12) months. The subscription renews automatically for further twelve (12) month periods unless the Customer cancels the subscription via the Microsoft Marketplace before the end of the then-current term. Microsoft manages all renewals, billing, and cancellations in accordance with Microsoft's Marketplace terms.

12.1.2 Private Offer terms and pricing are individually agreed and do not auto-renew. Before term end, the Provider issues a new Private Offer (which may include updated scope or professional services); the Customer must accept it via the Marketplace to continue the subscription, otherwise the subscription terminates at term end. If renewed without an active Private Offer, Microsoft charges the public list price.

12.2 Scale Plans outside the Marketplace

12.2.1 Scale Plans ordered directly from the Provider (outside the Marketplace) have a minimum term of twelve (12) months, as specified in the applicable Order.

12.2.2 At the end of each term, the subscription automatically renews for a further twelve (12) months, unless either Party gives written notice of non-renewal at least ninety (90) days before

the end of the then-current term. Renewal is subject to the fees then in effect as notified in accordance with Section 5.5.

12.2.3 Either Party may terminate a Scale Plan outside the Marketplace for convenience by giving not less than ninety (90) days' prior written notice, effective at the end of the then-current term. No refund shall be due for prepaid fees, and termination does not release the Customer from any accrued payment obligation.

12.3 Right to suspend

12.3.1 Regardless of the ordering channel, the Provider is entitled to suspend the Customer's access to the Product, in whole or in part, if:

- (a) the Customer's use of the Product poses a security risk to the Provider, other customers, or third parties;
- (b) the Provider has reasonable grounds to suspect unauthorised use or a breach of these Terms; or
- (c) required by applicable law or a competent authority.

12.3.2 For non-Marketplace subscriptions, the Provider may additionally suspend access for non-payment of undisputed amounts after a written reminder. The Provider will, where practicable, notify the Customer before suspending access. Suspension does not relieve the Customer of its payment obligations.

12.3.3 For Marketplace subscriptions, suspension and cancellation for non-payment are handled by Microsoft in accordance with Microsoft's Marketplace terms.

12.4 Termination for cause by the Provider

The Provider may terminate the Agreement or any Order with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any undisputed amount due and does not remedy such failure within ten (10) business days of written notice;
- (b) the Customer commits a material breach of the Agreement and either the breach is not capable of remedy, or the Customer fails to remedy it within thirty (30) days of written notice;
- (c) the Customer becomes insolvent, enters administration, receivership, or liquidation, or is subject to any analogous proceedings; or
- (d) the third-party services on which the Product depends (in particular Microsoft 365 or Microsoft Azure) are discontinued or materially altered such that it is technically or commercially unfeasible to continue offering the Product in substantially the same form, and the Provider has made reasonable efforts to adapt. In such case, the Provider shall refund prepaid Licence Fees for the unused portion of the then-current term on a pro-rata basis.

12.5 Termination for cause by the customer

The Customer may terminate the Agreement or any Order with immediate effect by giving written notice to the Provider if:

- **(a)** the Provider commits a material breach of any provision of the Agreement and either:
(i) the breach is not capable of remedy; or (ii) the Provider fails to remedy the breach within thirty (30) days of written notice specifying the breach and requiring its remedy;
- **(b)** the Provider persistently fails to meet the uptime commitments set out in the SLA such that the cumulative shortfall in any rolling three (3) month period constitutes a material degradation of the Product;
- **(c)** the Provider becomes insolvent, enters administration, receivership, or liquidation, makes a composition or arrangement with its creditors, or is subject to any analogous proceedings in any jurisdiction.

12.6 Trial licences

A Trial Licence automatically expires at the end of the thirty (30) day trial period. The Provider may terminate a Trial Licence earlier at any time without cause and without liability. Upon expiry or termination, access to the Product is blocked until a valid Enterprise or Scale Plan is activated.

12.7 Effects of termination

12.7.1 Upon expiry or termination of an Order or the Agreement for any reason: (a) all licences shall immediately cease; (b) all outstanding fees accrued up to the date of termination shall become immediately due and payable; and (c) the Provider shall disable the Customer's access to the Product within a reasonable time.

12.7.2 The Customer may export Exportable Data via the Seamless Admin Center and the Seamless API prior to termination. The detailed provisions governing data export, switching, and the Provider's obligations under the Data Act are set out in Section 11 of the Data Processing Agreement. The Customer may permanently delete all its configuration data at any time via the Seamless Admin Center; such deletion is irreversible.

12.8 Survival

The following provisions shall survive expiry or termination of the Agreement: Chapter 7 (Intellectual Property), Chapter 8 (Confidentiality), Chapter 9 (Data Protection), Chapter 11 (Limitation of Liability), this Section 12.8, Chapter 14 (General Provisions), and Chapter 15 (Governing Law and Jurisdiction), as well as any accrued payment obligations.

13. Force majeure

13.1 Definition

A "Force Majeure Event" means any event beyond the reasonable control of the affected Party that prevents or delays performance of its obligations, including natural disasters, war, terrorism, pandemic, government action, widespread infrastructure failures, large-scale cyberattacks, or prolonged outages of the Microsoft Azure or Microsoft 365 platform. Financial difficulty, internal

labour disputes, and failures of the affected Party's own systems do not constitute Force Majeure Events.

13.2 Effect

13.2.1 Neither Party shall be liable for any failure or delay in performing its obligations (other than accrued payment obligations) to the extent caused by a Force Majeure Event. The affected Party shall notify the other Party promptly and use commercially reasonable efforts to mitigate the impact and resume performance. Periods of unavailability caused by a Force Majeure Event shall be excluded from service level calculations.

13.2.2 If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected Order by giving fourteen (14) days' written notice. In such case, the Provider shall refund any prepaid fees attributable to the period after termination on a pro-rata basis.

14. General provisions

14.1 Entire agreement

The Agreement (as defined in Section 1.2) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and understandings, whether oral or written. Nothing in this section shall exclude liability for fraud.

14.2 Amendments

The Provider may amend these Terms in accordance with Section 1.5. The Customer's continued use of the Product after amended Terms take effect constitutes acceptance. Amendments to individual Orders require the written agreement of both Parties.

14.3 Assignment

The Customer shall not assign any rights or obligations under the Agreement without the Provider's prior written consent. The Provider may assign the Agreement to any affiliate or successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, and shall notify the Customer without undue delay. The assignee shall assume all obligations under the Agreement.

14.4 Notices

Any formal written communication required under this Agreement, including notices of termination for Scale Plans outside the Marketplace, shall be sent by email. Notices to the Provider shall be sent to help@seamlesswork.com. Notices to the Customer shall be sent to the email address provided in the relevant Order or as updated by the Customer in the Seamless Admin Center. For Marketplace transactions, subscription management is handled directly through the Marketplace and no formal notices to the Provider are required.

14.5 Waiver

No failure or delay by a Party to exercise any right under the Agreement shall constitute a waiver. A waiver is only effective if given in writing and shall not be construed as a standing waiver in respect of future conduct.

14.6 Severability

If any provision of the Agreement is held to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. If modification is not possible, the provision shall be deemed deleted. The remaining provisions shall not be affected.

14.7 Relationship of the parties

The Parties are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party has authority to bind the other.

14.8 Compliance

Each Party shall comply with all applicable laws and regulations in connection with the Agreement, including applicable export control and sanctions laws and anti-bribery and anti-corruption laws. The Customer represents that it is not subject to comprehensive sanctions and shall not use the Product in violation of applicable sanctions or export control restrictions.

14.9 Electronic execution

Orders and amendments may be executed in counterparts. Electronic signatures in accordance with applicable law (including ZertES) have the same effect as handwritten signatures. Acceptance through the Seamless Admin Center, Marketplace checkout, or other digital means constitutes valid acceptance of the Agreement.

14.10 Publicity and references

Neither party shall issue any press release, public announcement, or marketing communication that refers to the other party or to the existence of the Agreement without the prior written consent of the other party, except as required by applicable law. Neither party shall refer to the other party as a customer, partner, or reference in any marketing materials, customer lists, case studies, or public communications without the prior written consent of the other party. Either party may withdraw a previously granted consent at any time by providing written notice.

14.11 No third-party beneficiaries

The Agreement does not create any rights enforceable by third parties. Nothing in the Agreement confers any benefit or right on any person who is not a party to it.

14.12 Language

These Terms are provided in German and English. In the event of any conflict or ambiguity between language versions, the German version shall prevail. The Parties may conduct the Agreement and all related communications in German or English.

15. Governing law and jurisdiction

15.1 Governing law

The Agreement shall be governed by the substantive laws of Switzerland, in particular the Swiss Code of Obligations (OR), excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Where mandatory provisions of another jurisdiction apply to the Customer, those provisions shall not be displaced.

15.2 Dispute resolution

Any claim arising under the Agreement must be notified in writing within twelve (12) months of the date the claiming party became aware of the facts giving rise to the claim. The Parties shall attempt in good faith to resolve any dispute informally within thirty (30) days of written notification before pursuing formal remedies.

15.3 Jurisdiction

15.3.1 Each Party irrevocably submits to the exclusive jurisdiction of the courts of the Canton of Zurich, Switzerland, with the court of Zurich city (Bezirksgericht Zürich) as the court of first instance, for the resolution of any dispute arising out of or in connection with the Agreement.

15.3.2 Either Party may seek emergency injunctive relief from any court of competent jurisdiction where necessary to prevent irreparable harm. For Customers established in a jurisdiction that mandates local court competence under applicable mandatory law, that mandatory competence shall prevail.

15.4 Marketplace orders

For Orders placed through the Azure Marketplace or Microsoft Marketplace, the governing law and jurisdiction provisions of the applicable Microsoft marketplace agreement may apply in respect of the marketplace transaction itself. These Terms, including Chapter 15, shall govern the licence and service relationship between the Provider and the Customer in all respects not covered by the mandatory marketplace terms.

15.5 Legal contact details

The Provider's registered office and contact details are set out in Section 1.1.1. Legal correspondence shall be directed to help@seamlesswork.com.