

Numtide | General Terms & Conditions

These general terms and conditions (**GTC**) form together with the terms of any signed Statement of Work (**SOW**) referencing these GTC and any schedule thereto (**Schedule**) a legal agreement (**Agreement**) between Numtide LLC (CHE-434.659.601), c/o Calliopée Sàrl, rue de Chantepoulet 10, 1201 Geneva, Switzerland (**Numtide**) and any customer mentioned in an SOW (**Customer**, and together with Numtide, the **Parties**)

1. **Scope and Acceptance**
 - 1.1. **Scope.** These GTC govern Customer's rights and obligations with respect to the provision by Numtide and the use by Customer of the specialized services specified in the SOW executed by Customer, as well as any other service that Numtide may accept to provide to Customer (the **Services**).
 - 1.2. **Acceptance.** By (i) signing the letter of engagement, (ii) executing the SOW; or (iii) ordering any services which are not in scope of an SOW, Customer expressly agrees to be bound by the terms hereof.
2. **Services**
 - 2.1. **In General.** Subject to Customer's compliance with all terms and conditions of these GTC, in particular to its payment of the applicable Fees in accordance with Section 8, Numtide undertakes to provide the Services which are specified in the SOW. Services may include, if and to the extent so provided in the SOW: (i) **Nix Build Services**, i.e. services to create and configure build and server infrastructure as set out in the SOW (ii) **Deploy Services**, i.e. services to deploy and implement build and server infrastructure on-premise or in the cloud as set out in the SOW and/or (iii) **Support Consultancy Services**, i.e. services to maintain and support build and server infrastructure on-premise or in the cloud as set out in the SOW. The duration of the Services is mentioned in the SOW.
 - 2.2. **Additional Services.** The provision of any services which are not in scope of the SOW are at Numtide's free discretion.
 - 2.3. **Numtide's Staff.** Numtide shall only assign its employees or contractors who have the knowledge and technical skills to perform the Services in a satisfactory manner (the **Staff**). Numtide shall procure that the Staff at all times acts in material compliance with the terms of the Agreement. Numtide shall exercise and retain management authority over the Staff, and Customer shall not give any managerial instruction to the Staff directly.
 - 2.4. **Obligation of Means.** By default, Numtide is only bound by an obligation of means for the supply of Services. Numtide will supply the Services in accordance with standard professional practice, with the care and diligence required from a supplier of similar services.
 - 2.5. **Deliverables.** Numtide only has an obligation of result if such obligation is expressly provided for in the SOW in relation to Deliverables if their Specifications (as such terms are defined in Section 3.1) are described therein. In this case, the provisions of Section 3 GTC apply.
 - 2.6. **Planning.** Numtide will endeavor to supply the Services within the deadlines set out in the SOW. However, if the agreed deadlines are not expressly stipulated as binding in the SOW, they will only be indicative in nature.
3. **Deliverables**
 - 3.1. **In General.** If the relevant SOW expressly identifies one or more specific work product(s) to be delivered by Numtide (**Deliverables**) and if the detailed technical specifications of such Deliverables (**Specifications**) have been approved by the Parties in writing, such Deliverables shall constitute on the part of Numtide an obligation to deliver a specific result. The provisions of this Section 3 shall only apply to such Deliverables with a result obligation.
 - 3.2. **Verification.** Immediately upon delivery of any Deliverable, Customer shall verify whether such Deliverable contains any material non-conformities with respect to its Specifications which have an effective adverse impact on its use by Customer (**Major Defects**).

- Correction of Defects.** If any Deliverable contains Major Defects, Customer shall notify Numtide in writing and within no more than 10 days from the date of delivery, subject to any longer period of time expressly agreed in writing. With its written notification, Customer shall provide a reasonably detailed description of the claimed Major Defects. Numtide shall then correct any Major Defects at no additional cost and within a reasonable period of time. Customer shall provide to Numtide any additional information as may be reasonably required by Numtide to correct any Major Defects.
- 3.3. **Acceptance.** If Customer has not notified any Major Defects to Numtide within 10 days from delivery of any Deliverables, or any longer period of time expressly agreed in writing, or if Customer starts to use any Deliverables in production (go-live), such Deliverables shall be deemed accepted with no reservation, and Section 3.4 shall no longer apply. Should Customer request that changes be made to Deliverables that have already been accepted, and if Numtide accepts to provide such services, the additional services involved will be invoiced separately.
- 3.4. **Minor Defects.** Any other defects (that do not qualify as Major Defect) discovered during verification will not prevent acceptance. The Parties will jointly agree on a remediation plan, acknowledging that due to the nature of software, not all defects may be corrected. Unless otherwise agreed in writing, Services performed by Numtide as per the remediation plan will be billed on a time and materials basis.
- 3.5. **Sole Remedy.** The right to claim the correction of any Major Defects at no additional cost, under Section 3.3, shall be Customer's sole and exclusive remedy and, to the extent permitted under applicable law, Customer hereby expressly waives any other remedies it might have thereunder, including the right to claim a reduction of the Fees and the right to have a third party correct any Major Defects or other deficiencies at Numtide's cost and expense. In lieu of correcting a Major Defect, Numtide reserves the right to withdraw from the Agreement and reimburse the Fees paid, if such correction would be unreasonably burdensome.
4. **Customer's Obligations**
- 4.1. **Payment of Fees.** Customer shall pay the fees as indicated in the SOW, the letter of engagement or by any other appropriate means (e.g. pricing schedules provided to Customer by Numtide) (the **Fees**), in accordance with the payment terms set forth in Section 8.
- 4.2. **Proper Use.** Customer shall at all times comply with all laws and regulations applicable to the use of the Services, as well as the conditions and limitation of any license or other right granted, as set out in the Agreement or as otherwise specified in writing by Numtide.
- 4.3. **Assistance.** Customer shall provide to Numtide the assistance and information reasonably required by Numtide for the proper performance of the Services, as may be relevant for the performance of the Services. In particular, Customer shall at no charge:
- a) If so specified in the SOW, make available to Numtide a reliable single point of contact to provide feedback and up-to-date information on Customer's business;
 - b) spontaneously provide any information necessary or useful for the proper performance of the Agreement of which it is aware;
 - c) allow Numtide reasonable access to its premises and infrastructure, if such access is necessary or useful for the proper performance of the Agreement, respectively to verify such performance, and provide adequate means and resources (e.g. equipped offices, network, access, etc.); and
 - d) comply with any reasonable instructions and/or directions from Numtide in connection with the Services.
- 4.4. **Customer Default.** In case of default by Customer to comply with its obligations set forth in the Agreement, Numtide shall be excused from the performance of its obligations under the Agreement and assume no liability in relation therewith

(without prejudice to Numtide's other rights under this Agreement).

5. **Customer Materials**

5.1. Customer Materials. Customer shall provide Numtide with the documents, information and data specified in the SOW, or as otherwise defined jointly by the Parties (**Customer Materials**).

5.2. Ownership. As between the Parties, Customer Materials is and shall remain the sole and exclusive property of Customer and nothing herein shall be construed or interpreted as a transfer of ownership in any Customer Materials to Numtide.

5.3. Use of Customer Materials. Customer grants to Numtide a non-exclusive worldwide, royalty-free, irrevocable, license to use its Customer Materials for the sole and exclusive purpose of providing or improving the Services. For the avoidance of doubt, Numtide will not sell or otherwise commercialize the Customer Materials.

5.4. Warranty. Customer warrants that (i) it has valid grounds and, if required, it has obtained all authorizations and consents for the processing of any Customer Materials within the frame of the Agreement and (ii) Customer Materials do not infringe on any law or regulation, the Agreement, or any third party rights.

5.5. Deletion and Return of Customer Materials. Upon termination of the Agreement, Numtide shall, within reasonable time following a written request by Customer, provide Customer with a final extract of the Customer Materials and permanently delete or anonymize any copies of such Customer Materials still under its control. In any case, Numtide shall be allowed to permanently delete or anonymize Customer Materials 60 days after termination or non-renewal of the Agreement.

6. **Intellectual Property**

6.1. Services. As between the Parties – and except only for Customer Materials (as specified in Section 5.2) and the Deliverables (as specified in Section 6.2) – Numtide is and shall remain the sole owner of all rights, title and interest, registered or not, arising under any national or international legislation, in

copyright, databases, trademark, domain names, designs and patents of invention, know-how, confidentiality and/or business secrets, and all other intellectual property or similar proprietary rights of whatever nature (**Intellectual Property Rights**) in and to the Services.

6.2. Deliverables. Effective upon acceptance in accordance with Section 3.5 and full payment of Fees (whichever occurs later) – and subject to Subsections (a) (Preexisting Assets) and (b) (FOSS Common-Stack) below – Numtide hereby assigns to Customer all its Intellectual Property Rights in and to the Deliverables which have been developed specifically for Customer.

a) Pre-existing Assets. The assignment in Section 6.2 does not include any Intellectual Property Rights or other assets created prior to or independently of the relationship with Customer (**Preexisting Assets**). To the extent that a Deliverable contains Preexisting Assets, Numtide grants Customer a non-exclusive, royalty-free, irrevocable license, with the right to grant sublicenses, to such Preexisting Assets to the extent strictly necessary to permit the use of the Deliverable in accordance with its intended purpose and documentation (without the right to separate or commercialize the Pre-existing Assets independently of the Deliverable).

b) FOSS Common-Stack. The Parties acknowledge that Numtide may, in the course of performing the Services, incorporate into the Deliverables certain pre-existing open-source software components that are made available under OSI-approved licences (the **FOSS Common-Stack**) and create **FOSS Generic Modifications**, meaning any modifications to the FOSS Common-Stack, or derivative works thereof that [are not expressly developed to fulfil the Customer's specific business or functional requirements and are of general applicability beyond the Customer's use case].

As between the Parties, Intellectual Property Rights in and to the FOSS

Common-Stack and any FOSS Generic Modifications shall remain with Numtide, and the assignment in Section 6.2 shall not apply. Customer shall be entitled to use the FOSS Common-Stack or FOSS Generic Modifications in accordance with the OSI-approved licence applicable to it, or in the absence of a specified one, in accordance with Section 6.2.a (applicable *mutatis mutandis*).

For clarity, and without limitation, Numtide and its licensee may freely reuse, license and publish the FOSS Generic Modifications, including through upstream contribution to the open source project under the terms of the applicable open-source licence, provided that no Customer Confidential Information is disclosed in doing so.

- c) *Back license*. In consideration of the assignment granted pursuant to this Section 6.2, Customer simultaneously grants the Numtide a non-exclusive, irrevocable license, with the right to grant sub-licenses, on the Intellectual Property Rights on the Deliverable, authorizing in particular Numtide and its Staff to use, modify, reproduce or transfer all or part of the Deliverable, for example in the context of Numtide's subsequent projects.

7. Third-Party Content

- 7.1. In General. The Services and Deliverables may contain content and/or software components incorporated into the Services or provided therewith, developed, distributed and/or licensed by third parties (**Third-Party Content**). Such Third-Party Content shall be licensed, and Customer shall use such Third-Party Content under, and strictly in accordance with, the applicable terms and conditions by the respective third-party. Numtide shall use its best efforts to identify any Third-Party Content in the documentation of the Services or Deliverables.

- 7.2. Open Source Licences. Nothing in these GTC shall restrict, limit or otherwise

affect any rights that Customer may have, or conditions to which Customer may be subject, under any applicable open source licenses. Customer acknowledges that Numtide is required to comply with the terms of any applicable open-source license, which may include the obligation to provide attribution, maintain notice, and as the case may be, make the source code available (in all or part) available. Notwithstanding the foregoing, Customer acknowledges that it remains solely responsible for assessing the legality and licence compliance of its intended use, integration, distribution or commercialisation of any open-source components contained in or used with the Deliverables or otherwise made available in connection with the Services.

8. Financial Terms

- 8.1. Fees. Unless otherwise provided for in the SOW, Numtide shall invoice Customer monthly and, if relevant, shall detail in its invoice the number of hours performed by Numtide during the relevant month for which the invoice is issued.
- 8.2. Monthly Hours Allowance. When the Services are provided by Numtide on a fixed fee monthly basis, the SOW will specify the monthly hours allowance (**Monthly Hours Allowance**). If the Monthly Hours Allowance is not fully used by Customer during a given month, up to a maximum of 50 % of the unused hours during said month may be carried forward to the next month. Time spent in excess of the Monthly Hours Allowance will be billed at Numtide's standard hourly rate.
- 8.3. Expenses. Customer shall reimburse Numtide for any reasonable costs and expenses incurred in relation to the provision of the Services, provided that such costs and expenses are agreed in advance and detailed on the corresponding invoice with supporting documentation.
- 8.4. Payments. Payments shall be made within 21 days of receipt by Customer of Numtide's invoice, by wire transfer to Numtide's bank account.

8.5. Taxes. Fees and rates are exclusive of all taxes (in particular, VAT) if and as applicable.

8.6. Suspension of Services. The continued provision of the Services is subject to the timely payment of the Fees. Numtide may temporarily stop providing the Services if Customer is in default for payment of any Fees due.

8.7. Overdue. If Customer fails to pay the Fees on time, Numtide shall be entitled to charge interests on overdue payment on a daily basis at a 5 % rate per annum.

8.8. No Offset. Customer may not offset amounts owed by Numtide to Customer against any Fees due to Numtide, subject to Numtide's express prior written approval.

9. Data Protection

9.1. In General. If the provision of the Services implies the processing of any personal data, Numtide and Customer shall fully comply with their respective obligations under applicable data protection laws and regulations.

9.2. Ad hoc DPA. The Parties may agree in a separate agreement or contract or any other document to specific provisions regarding the processing of personal data as part of the Services.

10. Confidentiality

10.1. Definition. **Confidential Information** means any information disclosed by either Party (as the context requires, the **Disclosing Party**) to the other (as the context requires, the **Receiving Party**), either directly or indirectly, in writing, orally, or by inspection of tangible objects that is designated as "confidential", "proprietary", or some similar designation or can reasonably be considered of confidential nature. Confidential Information includes the content of the Agreement, (but not the fact that the Parties are collaborating), all information about the Disclosing Party's business and operations, and more generally all information relating to or owned or controlled by the Disclosing Party of which the Receiving Party shall acquire knowledge in the performance of their agreement. Confidential Information shall not, however, include any information which: (i) was made public

without restriction prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known without restriction after disclosure by the Disclosing Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files, records, and/or other competent evidence immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by the Receiving Party's records.

10.2. Obligation of Confidentiality. The Receiving Party shall not, and shall cause its employees, agents, subcontractors or representatives not to (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the Disclosing Party, except to its employees, agents, subcontractors or representatives having a legitimate need to know such Confidential Information for the performance of the Receiving Party's obligations under the Agreement (and only to such extent), and/or (b) use, reproduce, or copy any Confidential Information of the Disclosing Party, except as necessary to perform its obligations hereunder.

10.3. Ownership and Return. All Confidential Information shall remain the Disclosing Party's property and all documents, electronic media, and other tangible items or portions thereof, which contain Confidential Information of the Disclosing Party will be delivered to the Disclosing Party promptly upon the Disclosing Party's written request.

10.4. Compliance. Nothing contained in the Agreement prevents Numtide or Customer from complying with applicable laws or licensing obligations (including under applicable open source licenses). In particular, the Receiving Party may disclose Confidential Information of the Disclosing Party in connection with subpoenas, court orders, other legal processes, or as otherwise required by law, provided that

the Receiving Party gives the Disclosing Party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the Confidential Information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

- 10.5. **Reliefs.** Customer acknowledges that a breach of its obligation of confidentiality may give rise to irreparable harm to Numtide, which might not be adequately compensated in the form of monetary damages. Accordingly, Numtide may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, in contract or at law.

- 10.6. **Feedback.** Numtide has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer provides to Numtide, and nothing in the Agreement or in the Parties' dealings arising out of or related to the Agreement will restrict Numtide's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. **Feedback** refers to any suggestion or idea for improving or otherwise modifying any of Numtide's Services or other products or services.

11. **Advertising and Publicity**

Numtide may refer to Customer as a customer for the Services and Customer grants to Numtide a limited license to use its name, logos and trademarks for the sole purpose of referring to it within the frame of its marketing activities.

12. **Limited Warranty**

- 12.1. The Services (including for the avoidance of doubt any Deliverable) are provided AS IS and AS AVAILABLE. To the maximum extent permitted by applicable law, Numtide disclaims all warranties with respect to the Services, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights.

13. **Limited Liability**

- 13.1. **In General.** Numtide's liability under the Agreement, whether in contract, tort or any other theory of liability, is excluded to the maximum extent permitted under applicable law. In particular, without prejudice to the generality of the foregoing, to the extent permitted under applicable law, Numtide disclaims any liability for simple negligence as well as for any damages or losses, whether foreseen or foreseeable, or whether Numtide has been advised of the risk thereof, related to the interruption of business, loss of use, of actual or anticipated profit, of revenue, of anticipated savings, of opportunity, of goodwill, of reputation, loss of, damage to or corruption of data, or any other indirect, special, incidental, exemplary, or consequential damages or losses of any kind, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

- 13.2. **Use of the Services.** The use of the Services (including Deliverables) is entirely at Customer's own risk, and Numtide expressly disclaims any liability regarding Customer's use thereof and/or any decisions taken by Customer based on the insights gained from its use of the Services.

- 13.3. **Limited Amount.** Numtide's total liability during any period of 12 months shall not exceed the Fees actually paid by Customer during the 12 months preceding the events giving rise to Customer's claims.

- 13.4. **Auxiliaries.** The exclusions and limitations under this Section 13 extends to Numtide's directors, officers, Staff, representatives and auxiliaries.

14. **Term and Termination**

- 14.1. **Entry into Force.** The Agreement shall enter into force upon acceptance by Customer of these GTC pursuant to Section 1.2 above.

- 14.2. **Term.** The Agreement shall remain in effect for the term indicated in SOW, or in the absence of specification, until delivery of the Services referred to in the SOW, subject to early termination in accordance with this Section 14. If the Parties continue their collaboration after the term specified in the SOW, the

Agreement shall continue for an indefinite period, subject to termination by either Party with 30 days' prior written notice

14.3. Termination for convenience. Each Party may terminate the Agreement at any time with a 60 days', provided it shall indemnify the other Party against any damages incurred by the latter as a consequence of untimely termination (reliance interest / intérêt négatif). Furthermore, if the Parties have specified any Deliverables, Customer shall fully indemnify Numtide (performance interest / intérêt positif), if it terminates the Agreement before completion of such Deliverables.

14.4. Termination for Cause. Each Party may terminate the Agreement with immediate effect, in case of any material breach by the other Party, provided that, if the breach may be cured the terminating Party shall first give the breaching Party 14 days' prior written notice to cure such breach. Numtide may further terminate the Agreement, in case of any infringement of third party rights or risk of infringement of such rights, through Customer's use of the Services.

14.5. Effects of Termination. Upon non-renewal or termination of the Agreement, and in addition to the consequences described elsewhere in the GTC:

- a) Numtide shall stop providing the Services;
- b) Confidential Information shall be returned to the Disclosing Party and/or permanently deleted from any support of the Receiving Party, at the Disclosing Party's option, and Receiving Party shall cease using the Confidential Information; and
- c) all Fees already paid by Customer shall remain acquired to Numtide and are not reimbursable to Customer. Customer shall immediately pay all outstanding amounts due to Numtide.

All terms which are expressed or intended to survive, and any provisions of the Agreement necessary for its interpretation or enforcement will continue to apply regardless of the reason for termination or expiry of the Agreement.

15. Non-Solicitation

15.1. Principle. Customer shall not, during the term of this Agreement and for a period of 12 months after its expiry or termination, directly or indirectly, or through the intervention of any other party, encourage, induce or otherwise solicit (or in any manner, attempt to encourage, induce or solicit) any Numtide's personnel to terminate his or her employment with Numtide, or hire any such person.

15.2. Penalty. In case of breach of Section 16.1, Customer shall immediately pay a penalty to Provider corresponding to 12 months of gross salary for the personnel concerned. The payment of the penalty shall not release Customer of any obligations under Section 16.1, and shall be without prejudice to Provider's right to claim damages.

16. Miscellaneous

16.1. Independent Contractors. The Parties acknowledge and agree that they shall be considered as independent contractors with no authority to contract for the other or in any way to bind or to commit the other or in a way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other. Under no circumstances shall either Party, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of the other. Neither Party shall pay any contributions to social security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, or provide any other contributions or benefits which might be expected in an employer-employee relationship.

16.2. Subcontractors. Numtide may use subcontractors for the provision of the Services. Numtide's use of subcontractors shall not relieve Numtide of any of its duties or obligations hereunder, which shall be imposed on subcontractors.

16.3. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, such as

- natural catastrophes, war, strikes, blackouts, Internet failure, virus outbreaks, or similar events. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this Section, and inform the other Party of its plans to resume performance.
- 16.4. Amendment. The SOW may be amended only by written instrument signed by both Parties. Numtide reserves the right to amend these GTC, or to implement changes to the pricing of the Services. In the event of material changes to these GTC, Numtide will notify the latter, by email, or by other reasonable means, of these changes prior to their enactment.
- 16.5. Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between them, as to the subject matter hereof.
- 16.6. Hierarchy. In the event of a conflict or contradiction between the provisions of the GTC and any SOW or Schedule, the GTC shall take precedence, subject to express and specific deviations, deletions or additions contained in the section of the SOW "*Deviations to the GTC*" to that effect.
- 16.7. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the Parties hereby agree to replace such provision with a valid and fully enforceable provision reflecting the original intent of the Parties to the fullest extent possible. In any event, all other provisions of the Agreement shall remain valid and enforceable to the fullest extent possible.
- 16.8. Electronic Form. The words "execution", "signature" and similar words in the Agreement shall be deemed to include unqualified electronic signatures (e.g. DocuSign or any equivalent e-signature Numtide) which shall be of the same legal effect, validity or enforceability as a manually executed signature; while the term "in writing" shall include communications by email or other electronic forms.
- 16.9. Assignment. Numtide may assign and transfer any or all of its rights and obligations hereunder, in whole or in part, to any third party without Customer prior written consent. Customer may only do so if Numtide has authorized in advance such assignment in writing.
- 16.10. No Third Party Beneficiaries. Except pursuant to Section 14 GTC, this Agreement shall be binding and inure solely to the benefit of the Parties (and their respective lawful successors and assigns). Nothing in the Agreement is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of these GTC or the SOW.
17. **Governing Law and Jurisdiction**
- 17.1. Governing Law. The Agreement and/or any use of the Services shall be governed by Swiss substantive law, to the exclusion of its conflict of laws provisions.
- 17.2. Dispute Resolution. If a dispute arises under the Agreement, the Parties shall first attempt to resolve it through mediation. If mediation fails to resolve the dispute within 30 days of the request for mediation, the dispute shall be subject to the exclusive jurisdiction of the courts at Numtide's place of registration, subject to the right of appeal to the Swiss Federal Tribunal.
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