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Your data. Your insights.

General Terms and Conditions

GTC

Effective Date: 01.07.2026

DataSpace AG · Winterthur, Switzerland

These General Terms and Conditions (“GTC”) govern the provision of software, hosted services, support, consulting, implementation services and related offerings by DataSpace AG, Winterthur, Switzerland (“DataSpace AG”) to its customers (“Customer”).

1. Definitions

Confidential Information means all non-public information disclosed by one Party to the other in connection with the provision of Services, whether oral, written, electronic or otherwise, including business, technical, financial, customer, product and security information.

Customer Data means all data, files, content, prompts, configurations, software, code and information provided, uploaded, generated or processed by the Customer through the Software or Services.

Documentation means any manuals, technical documentation, specifications or user guides provided by DataSpace AG.

Order Form means a commercial agreement, proposal, quotation, statement of work, subscription agreement or other document referencing these GTC.

Services means any support, consulting, implementation, training, hosting or professional services provided by DataSpace AG.

Software means any software product, platform, application, module, service, model, artificial intelligence functionality or related technology provided by DataSpace AG.

2. Scope

These GTC apply to all Software and Services provided by DataSpace AG unless expressly agreed otherwise in writing.

In the event of conflict, the following order of precedence applies:

- Order Form
- Service Level Agreement (SLA)
- These GTC

3. License Grant

Subject to payment of applicable fees and compliance with these GTC, DataSpace AG grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right to use the Software solely for Customer’s internal business purposes.

Customer shall not, without DataSpace AG’s prior written consent:

- sell, sublicense, transfer, make available or otherwise distribute the Software;
- reverse engineer, decompile, disassemble or attempt to derive the source code, except where mandatory law permits;
- remove or alter proprietary notices;
- use the Software to develop competing products or services; or
- allow unauthorized third parties to access or use the Software.

All rights not expressly granted remain reserved by DataSpace AG.

4. Professional Services

DataSpace AG may provide implementation, consulting, training, customization or other professional services as agreed in the applicable Order Form.

Unless expressly agreed otherwise, Services are performed with due care on a best-effort basis and do not guarantee any specific business, technical or operational result.

5. Customer Responsibilities

Customer is responsible for:

- the legality, accuracy and quality of Customer Data;
- obtaining and maintaining all necessary rights, permissions and consents;
- maintaining appropriate backups and security measures;
- reviewing and validating outputs generated by the Software; and
- complying with applicable laws and regulations.

Customer shall not use the Software for unlawful, harmful or unauthorized purposes.

6. Self-Hosted Deployments

Where the Software is deployed on infrastructure controlled by Customer, Customer is solely responsible for:

- infrastructure availability and performance;
- operating systems, databases and network connectivity;
- backups, disaster recovery and business continuity;
- infrastructure security, monitoring and maintenance.

DataSpace AG is not liable for failures, downtime, data loss or security incidents caused by Customer infrastructure or third-party infrastructure not operated by DataSpace AG.

7. Managed Hosting

Where DataSpace AG provides managed hosting, the scope, availability and support commitments are defined in the applicable Order Form and SLA.

Unless expressly agreed otherwise, DataSpace AG does not provide any uptime, availability or performance guarantees.

8. Artificial Intelligence Functionality

Where the Software includes AI-powered functionality, outputs may be inaccurate, incomplete, misleading, biased, outdated or otherwise unsuitable for Customer’s purposes.

DataSpace AG does not guarantee the accuracy, completeness, reliability or suitability of AI-generated outputs and is not responsible for decisions, actions or omissions based on such outputs.

Customer remains solely responsible for reviewing, validating and determining the appropriate use of all AI-generated outputs, including through qualified human review where required.

9. Customer Data

Customer retains all ownership rights in Customer Data, and DataSpace AG acquires no ownership rights in it.

DataSpace AG may access and process Customer Data only as necessary to:

- provide and operate the Software and Services;
- troubleshoot, maintain and support the Software and Services; and
- comply with legal and contractual obligations.

Unless expressly agreed in writing, DataSpace AG shall not use Customer Data to train foundation models or improve general-purpose AI systems.

10. Intellectual Property

All intellectual property rights in and to the Software, Documentation, Services and related materials are and remain the exclusive property of DataSpace AG.

Any enhancements, improvements, modifications, developments or derivative works created by or for DataSpace AG also belong exclusively to DataSpace AG.

Except for the limited rights expressly granted, no intellectual property rights are transferred or assigned to Customer.

11. Confidentiality

Each Party shall keep the other Party’s Confidential Information confidential.

A Party may disclose Confidential Information only to its employees, officers, directors, affiliates, subcontractors, professional advisers, auditors and other representatives who need to know it for purposes of the Order Form and are bound by confidentiality obligations no less protective than those set out herein.

A Party may also disclose Confidential Information to the extent required by law, regulation, court order or competent authority, provided that it gives the other Party prior notice where legally permitted and limits the disclosure to what is strictly required.

Each Party remains responsible for any breach of this clause by persons to whom it discloses Confidential Information. These obligations survive termination for five (5) years, except for trade secrets, which remain protected for as long as they qualify as trade secrets.

12. Data Protection

Each Party shall comply with applicable data protection laws.

Where DataSpace AG processes personal data on behalf of Customer, the Parties shall conclude a separate Data Processing Agreement if required by applicable law.

13. Open Source Components

The Software may include third-party software, open-source components or other materials subject to separate license terms.

Such license terms apply to the relevant components and, in case of conflict, prevail over these GTC to the extent required by the applicable license.

DataSpace AG provides such components without warranties or support obligations beyond those expressly agreed.

14. Warranties

DataSpace AG warrants that the Software will substantially conform to the Documentation under normal use during the applicable term.

Except as expressly stated in the Order Form, the Software and Services are provided “as is” and “as available”, and all warranties, representations and guarantees are excluded to the maximum extent permitted by law.

In particular, DataSpace AG does not warrant that:

- operation will be uninterrupted or error-free;
- all defects or vulnerabilities can be corrected;
- outputs will be accurate, complete or suitable for Customer’s purposes; or
- the Software or Services will meet all Customer requirements.

15. Limitation of Liability

Nothing in these GTC excludes or limits liability for wilful misconduct, gross negligence or any liability that cannot be excluded or limited under mandatory law.

Subject to the preceding sentence, DataSpace AG’s aggregate liability for all claims arising out of or in connection with the Order Form is limited to the fees paid by Customer during the twelve (12) months preceding the event giving rise to the claim.

To the maximum extent permitted by law, DataSpace AG shall not be liable for indirect, incidental, consequential or special damages, including loss of profits, revenue, business opportunity, goodwill, reputation or data.

16. Term

Unless otherwise agreed, subscriptions are concluded for an initial term of twelve (12) months.

Subscriptions automatically renew for successive twelve (12) month periods unless terminated by either Party with at least three (3) months written notice prior to the end of the current term.

17. Invoicing and Payment

Fees are invoiced as set out in the applicable Order Form. Unless otherwise agreed, invoices are payable within thirty (30) days from the invoice date.

All fees are exclusive of VAT and other applicable taxes, which are payable by Customer in addition to the fees.

Late payments may bear interest at the statutory rate. Customer may not withhold, set off or reduce payments unless expressly agreed or required by mandatory law.

18. Suspension and Termination

DataSpace AG may suspend access to the Software or Services, in whole or in part, if:

- fees remain unpaid after the due date;
- Customer materially breaches the Order Form, the GTCs or the SLA;
- continued access may expose DataSpace AG, the Software or other customers to legal, security or operational risks.

DataSpace AG will give notice of the suspension where reasonably practicable and will lift the suspension once the underlying issue has been resolved.

Either Party may terminate the affected Order Form for material breach if the breach is not cured within thirty (30) days after written notice.

19. Effect of Termination

Upon termination or expiry of the relevant Order Form:

- all rights and licenses granted to Customer cease;
- Customer shall stop using the Software and Services;
- all outstanding fees become immediately due and payable.

Upon request, DataSpace AG shall return or delete Customer Data under its control within a reasonable period, subject to legal retention obligations and technical backup cycles.

Clauses which by their nature are intended to survive termination shall remain in force, including provisions on fees, confidentiality, data protection, intellectual property, warranty exclusions, liability limitations and governing law.

20. Force Majeure

Neither Party shall be liable for delays or failures caused by circumstances beyond reasonable control, including natural disasters, war, terrorism, strikes, governmental actions, internet outages, cloud provider failures or utility interruptions.

21. Assignment

Customer may not assign the Order Form, the GTCs or the SLA or any rights or obligations thereunder without prior written consent of DataSpace AG.

DataSpace AG may assign the Order Form, the GTCs or the SLA to affiliated companies or as part of a merger, acquisition or sale of assets.

22. Subcontractors

DataSpace AG may use subcontractors to provide the Software and Services, provided that DataSpace AG remains responsible for their performance as if performed by DataSpace AG.

23. Export Control and Sanctions

Customer shall comply with all applicable export control, sanctions and trade restrictions and shall not use, access or make available the Software or Services in breach of such laws or restrictions.

24. Severability and Waiver

If any provision is invalid or unenforceable, the remaining provisions remain unaffected. Failure to enforce any right or provision does not constitute a waiver of that right or provision.

25. Governing Law and Jurisdiction

Exclusive governing law is substantive Swiss law, excluding conflict-of-law rules and the CISG.

The exclusive place of jurisdiction shall be the registered office of DataSpace AG.

26. Entire Agreement

These GTC together with any Order Form and SLA constitute the entire agreement between the Parties and supersede all prior agreements relating to their subject matter.