



Terms of Service

Software Solutions — RIM, PIM, DPP

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1. Introduction

These Terms of Service ("Terms") govern the use of software solutions and services provided by mediatec.net ("Company"), including but not limited to:

- Regulatory Information Management (RIM)
- Product Information Management (PIM)
- Digital Product Passport (DPP)
- AI-based and integration services

By accessing or using the services, you ("Customer") agree to these Terms.

2. Contracting Entity and Service Delivery

2.1 mediatec.net operates through multiple affiliated entities ("mediatec.net Group Companies").

2.2 Unless otherwise specified in an Order, the contracting entity for Software licensing is: **mediatec.net Switzerland AG.**

2.3 Other mediatec.net Group Companies may act as:

- Resellers of Software licenses
- Providers of implementation, customization, support, or consulting services

2.4 The specific entity responsible for:

- licensing
- invoicing
- service delivery

shall be defined in the applicable Order, Statement of Work (SOW), or agreement.

2.5 Each entity is only liable for its own obligations.

3. Scope of Services

3.1 The Company provides Software and Services via:

- Cloud (SaaS)
- On-Premise
- Hybrid environments

3.2 The Software supports business processes but does not replace:

- legal advice
- regulatory decisions
- compliance responsibility

4. License and Use Rights

4.1 Customer receives a:

- non-exclusive
- non-transferable

- non-sublicensable

right to use the Software.

4.2 License models may include:

- Named User
- Concurrent User
- Subscription
- Enterprise License

4.3 The Company reserves the right to audit usage and charge for overuse.

5. Use Restrictions

Customer shall not:

- reverse engineer or modify the Software
- provide access to unauthorized third parties
- use the Software beyond agreed scope

6. Customer Responsibilities

Customer shall:

- ensure data accuracy and completeness
- perform regular (at least daily) data backups
- appoint qualified system administrators
- cooperate in troubleshooting and support

Failure to comply may limit Company liability.

7. AI and Automated Processing

7.1 AI functionalities are provided for assistance only.

7.2 The Company does not guarantee:

- accuracy
- completeness
- regulatory correctness

7.3 Customer is solely responsible for:

- validation of results
- decisions based on outputs

8. Regulatory Disclaimer

The Software does not constitute legal or regulatory advice.

Customer remains fully responsible for:

- regulatory submissions
- compliance with applicable laws

9. Data and Integrations

9.1 Customer retains ownership of all data.

9.2 The Software may integrate with third-party systems.

9.3 The Company is not responsible for:

- third-party system failures
- external data inaccuracies

10. Maintenance and Support

10.1 Support is provided based on separate agreements (e.g. SLA).

10.2 Support applies only to supported Software versions.

11. Fees and Payment

11.1 Fees are defined in Orders or agreements.

11.2 Payments are due within agreed timelines.

11.3 Late payments may result in suspension of services.

12. Intellectual Property

All intellectual property rights remain with the Company.

Customer receives usage rights only.

13. Confidentiality

Both parties agree to protect confidential information.

14. Warranty Disclaimer

THE SOFTWARE AND SERVICES ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**".

NO WARRANTIES ARE PROVIDED, INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- The Company shall not be liable for indirect or consequential damages
- loss of profits or data

- regulatory penalties

Total liability is limited to: **fees paid in the preceding 12 months.**

Exceptions:

- willful misconduct
- gross negligence
- personal injury

16. Term and Termination

16.1 Agreements may be terminated in accordance with the applicable Order.

16.2 Upon termination:

- access to Software ends
- Customer must cease use
- data export may be provided where agreed

17. Governing Law

Unless otherwise specified:

- For customers in the United States: **Laws of the State of Delaware apply.**
- For all other customers: **German law applies.**

18. Final Provisions

- These Terms constitute the entire agreement unless supplemented by Orders.
- Amendments must be in writing.
- If any provision is invalid, the remainder remains in effect.