Cloud Pilot Terms – Addendum to the Pilot Agreement

Firnkern Cloud (pilot): a separate Firnkern instance for your company, operated by Firnkern. Version 1.0 of 11 November 2026. The German version prevails.

DRAFT 1.0 · 11 November 2026 · not reviewed by a lawyer, no legal advice, no warranty – review by a legal professional pending.

1 Parties, scope and conclusion

1.1 These terms apply between Firnkern GmbH in formation, Bosenhaldenweg 26, 4125 Riehen, Switzerland, represented by Marco Grieshaber, founder and managing director, marco@firnkern.com, +41 79 580 86 41 («Firnkern»), and the pilot company for which Firnkern sets up an instance in the Firnkern Cloud (pilot) («Pilot Company»).

1.2 They supplement the Pilot Agreement (version 1.2 or later). For the operation of the instance they take precedence over the Pilot Agreement; otherwise the Pilot Agreement applies, supplemented by Firnkern's Terms.

1.3 Conclusion: The Pilot Company accepts these terms and the Data Processing Agreement (DPA, version 1.1) when the admin of the instance ticks two boxes in the software: «I have read and agree to the terms and the data processing agreement» and «I am authorised to agree on behalf of the company». Firnkern stores the version, the name, the login and the time in a log and provides the Pilot Company with an extract on request. Firnkern accepts by providing the instance. On request, the parties additionally sign these terms.

1.4 As long as the admin has not agreed, nothing is captured in the instance.

1.5 Company in formation: Until its entry in the commercial register, Marco Grieshaber acts for the company. After registration, Firnkern GmbH assumes these terms and the DPA; Firnkern informs the Pilot Company accordingly.

2 Service

2.1 Firnkern sets up a separate instance of the Firnkern Server software for the Pilot Company. It can be reached in the browser at https://<name>.app.firnkern.com.

2.2 Server: Infomaniak VPS Cloud of Infomaniak Network SA, Geneva; data centre in Switzerland (Infomaniak states «hosted in Switzerland»).

2.3 Separation: each Pilot Company has its own container, its own data volume and its own network. Instances of different companies cannot reach each other.

2.4 Security (overview, details in Annex 1 of the DPA): encrypted connection (TLS); login with password and mandatory two-factor authentication (authenticator app) or with a passkey (for example Face ID or fingerprint); firewall; monitoring every 10 minutes; automatic security updates of the operating system; Firnkern admin access only via SSH key.

2.5 Backup: daily at 02:30, encrypted, kept for 30 days. A second location for the backups (Infomaniak Swiss Backup, Switzerland) is being set up; until then the backups are stored on the same server as the instance. A severe failure of this server may therefore also affect the backups. Firnkern recommends that the Pilot Company regularly downloads an export itself (section 5.1).

2.6 Updates: Firnkern installs new versions of the software in the instance and announces significant changes in advance (Pilot Agreement section 3).

2.7 AI: «AI via Firnkern» only runs in the instance if the admin switches it on and agrees to it in the software; the addendum «AI via Firnkern in the pilot» 1.0 applies. Level 3 (Anthropic, USA) is switched off by default.

3 Free of charge, no availability commitment

3.1 The cloud pilot is free of charge during the pilot phase. There is no subscription and no automatic transition to a paid contract.

3.2 Firnkern gives no commitment in the pilot regarding availability, response times or recovery times. Interruptions are possible, for example for updates, maintenance or in case of faults at the data centre. Where possible, Firnkern announces planned interruptions in advance.

3.3 Places in the cloud pilot are limited. There is no entitlement to an instance.

4 Obligations of the Pilot Company

4.1 The Pilot Company designates at least one admin. It keeps passwords, two-factor devices and passkeys secret and blocks the accounts of persons who leave the pilot.

4.2 Before the start, it informs the employees involved about the purpose and procedure and about the fact that the content is operated by Firnkern on a server in Switzerland; it obtains the necessary consents (audio and images only with the consent of the person concerned) and involves any existing co-determination body (works council, staff representation) (Pilot Agreement section 4; help: information sheet for works councils).

4.3 Sensitive personal data (for example health data) is not intended. If the Pilot Company nevertheless captures such data, it is responsible for doing so.

4.4 It checks whether a data protection impact assessment is required for its use. Firnkern provides the necessary information (DPA section 7).

4.5 Notwithstanding Pilot Agreement section 4 («back up the software data yourself»), Firnkern backs up the instance under section 2.5. In addition, the Pilot Company regularly downloads an export.

5 Export, end and deletion

5.1 Export: The admin can download a complete export at any time. It has the same format as the backup of the Windows version.

5.2 End: Either party may end the cloud pilot at any time with 14 days' notice by e-mail. It ends at the latest with the Pilot Agreement. In the event of an acute security threat, Firnkern may take the instance offline temporarily and informs the Pilot Company immediately.

5.3 Final export: At the end, Firnkern provides the Pilot Company with a final export (download in the instance by the administrator; on request Firnkern provides the export file via a time-limited link).

5.4 Deletion: Firnkern then deletes the instance, the data volume and all backups, at the latest 30 days after the end, earlier as soon as the Pilot Company confirms receipt of the final export. Firnkern logs the deletion and confirms it by e-mail on request. Firnkern keeps the consent log (section 1.3) and the usage data of «AI via Firnkern» in accordance with DPA section 8.

5.5 Notwithstanding Pilot Agreement section 7, the instance does not continue in read mode after the end. The Pilot Company receives its data with the final export.

6 Feedback in the pilot

6.1 Notwithstanding Pilot Agreement section 5 («only after preview and release»), the settings «Send reports», «hourly» and «Error reports» are pre-selected in the pilot. The admin sees a notice about this and can untick each box.

6.2 Only reports that a person has sent themselves are transmitted – via «Report», thumbs up or down with «What is missing?», «How did that go?» or «Feedback to Firnkern». Each report first stays within the company and is visible to the admin. Error reports are only sent to Firnkern after the admin has previewed them.

6.3 A report contains: text, type of report, test step, version, cleaned technical details, a screenshot only in obscured form, licence number or installation ID and, optionally, a contact e-mail of the admin. Names, dossier content, roles and documents are never sent. Please do not write names or confidential content in reports.

6.4 The recipient is the reporting service melden.firnkern.com (web hosting at Infomaniak, Switzerland). Firnkern itself is the controller for reports; Firnkern's privacy notice applies (version 1.5, section 2.5).

7 Data protection

7.1 The Pilot Company is the controller for all content of the instance and for the data on its users; Firnkern processes them as processor (Art. 9 Swiss FADP; where applicable Art. 28 GDPR) under DPA 1.1.

7.2 Firnkern does not use the content for its own purposes, in particular not for training AI models. Firnkern only views content if the Pilot Company requests this in an individual case or if it is unavoidable for export, restoration, deletion or to avert an acute security threat.

7.3 Firnkern itself is the controller for the details on setting up the instance (name of the company, address of the instance, name and e-mail of the admin), for the consent log and for feedback; Firnkern's privacy notice applies.

7.4 All content belongs to the Pilot Company (Pilot Agreement section 5).

8 Liability

Pilot Agreement section 8 applies: the services are free of charge and provided without warranty; Firnkern is only liable for intent and gross negligence (Terms sections 8.7 and G4). Mandatory statutory provisions remain reserved.

9 Final provisions

9.1 New versions of these terms only apply once the admin agrees to them in the software. If the admin does not agree, either party may end the cloud pilot under section 5.2.

9.2 Swiss law applies. Place of jurisdiction is Riehen (Basel-Stadt). The German version prevails; the English version is for information.

9.3 Full version: firnkern.com/en/cloud-pilot/. Enclosures: Data Processing Agreement (DPA) 1.1; addendum «AI via Firnkern in the pilot» 1.0 (only if switched on).

Optional: additional signature Pilot Company	Optional: additional signature Firnkern
Place, date, name, position	Place, date, Marco Grieshaber for Firnkern GmbH in formation