

General Terms and Conditions Software as a Service (SaaS)

1. Scope

- 1.1 The General Terms and Conditions (GTC) are an integral part of the offer/contract and govern the provision and use of software as a service (SaaS) services between the customer and Securiton. In addition, the associated service and licensing terms (hereinafter referred to as End-User License Agreements (EULAs)) apply.
- 1.2 Securiton's relevant GTC shall apply to other services rendered by Securiton (in particular delivery and installation, maintenance or rental).
- 1.3 In the event of contradictions between the contract, these GTC and the EULAs, the provisions of the contract shall take precedence. In the event of contradictions between the GTC and the EULAs, the provisions of the GTC shall take precedence, unless expressly stated otherwise in these GTC. Any terms and conditions of the customer shall not apply.
- 1.4 If necessary, invalid conditions of the GTC shall be replaced by the parties with new legally valid agreements which ensure the economic interests of both parties as far as possible.

2. Contract Conclusion and Written Form

- 2.1 Offers shall remain valid for a period of 30 days in the absence of any agreement to the contrary.
- 2.2 The contract is established upon its signature by the parties or when Securiton sends confirmation of the order.
- 2.3 Alternatives and supplements to the contract must be agreed by the parties in writing. Reclamations, reminders, complaints, etc. must be submitted in writing. Securiton reserves the right to amend the EULAs at any time.

3. Subject Matter of the Contract

- 3.1 Securiton shall provide the customer with the SaaS services listed in the contract. Access to the SaaS services, such as the customer's Internet connection, is the customer's responsibility and is not the subject matter of the contract.
- 3.2 Services rendered in connection with the installation or review of the SaaS services are not part of the subject matter of the contract. Furthermore, Securiton does not check whether the settings applied by the customer are correct or appropriate.

4. Performance Scope

- 4.1 The performance scope of the SaaS services results from the service description in the contract or the description in the app stores and/or in the user documentation. In addition, the performance scope available to the customer is influenced by the respective conditions of use. SaaS services beyond this scope are not owed. The customer acknowledges that adjustments may be made to the performance scope.
- 4.2 The customer acknowledges that, based on the state of the art, it is not possible to rule out errors in the SaaS services in all conditions of use.

5. Customer's Rights of Use and Obligations

- 5.1 The customer receives a non-exclusive, non-transferable right of use to the SaaS services for the duration of the contract. Use must be in accordance with the contract, these GTC and the EULAs and is permitted exclusively for the agreed purposes, i.e. for use in connection with the customer's alarm and security system. Transfer or commercial use outside the subject matter of the contract is prohibited.
- 5.2 Securiton requires registration to use SaaS services. The customer must fill in all the information required for registration correctly and truthfully and keep it up to date. The customer is responsible for safeguarding their password.
- 5.3 The customer is responsible for ensuring that the user and system data are correct and up to date. The customer may only edit dates and configurations relating to their alarm and security system. In addition, the customer must comply with the applicable statutory provisions when processing data.
- 5.4 In all other respects, the customer must refrain from anything that could disrupt or interrupt the SaaS services.
- 5.5 Compliance with the normative and other requirements and guidelines relating to the customer's alarm and security system is the responsibility of the customer. In particular, the SaaS services are not a substitute for normative alarm transmission and/or alarm transmission required in accordance with regional guidelines.

6. Availability and Support

- 6.1 The availability, service levels and support services applicable to the SaaS services are set out in the EULAs. Maintenance windows and planned downtimes are reserved.
- 6.2 Securiton advises that restrictions or impairments of SaaS services may occur that are beyond Securiton's control. This includes, in particular, actions by third parties (e.g. third-party providers but also hacking, malware, etc.), technical conditions that cannot be influenced (e.g. of the Internet) and force majeure. The hardware, software and technical infrastructure used by the customer can also have an impact on the SaaS services. Securiton assumes no liability insofar as such circumstances have an impact on the availability or functionality of the SaaS services and other services of Securiton, i.e. such circumstances have no effect on the contractual compliance of the services rendered.

7. Third-party Involvement

- 7.1 Securiton may involve third parties in the provision of SaaS services and other services or have the services rendered by third parties.

8. Warranty

- 8.1 The warranty and rights in respect of defects are fully set out in the EULAs. Any further warranty is excluded to the extent permitted by law; in particular, Securiton

does not provide any guarantee for error-free functioning of third-party software, even if Securiton operates this software.

9. Prices and Terms of Payment

- 9.1 The prices are given in Swiss francs excluding VAT. Statutory duties shall be charged to the customer at the respective current rates. Deductions from the invoiced amount by the customer are not permitted.
- 9.2 Securiton reserves the right to adjust the prices, in particular in the event of extensions or changes to the SaaS services.
- 9.3 Invoices must be settled net within 30 days.
- 9.4 Securiton has no obligation to fulfil the contract if a reminder has been issued for outstanding fees.

10. Contract Term and Cancellation

- 10.1 The contract is concluded for a fixed term. It shall be automatically renewed for the same term unless terminated with a notice period of three months prior to the end of the respective term.
- 10.2 The parties may terminate the contract without notice or discontinue services for good cause. Good cause includes, among others, a breach of the terms of payment or terms of use. In this case, the breaching party shall not be entitled to compensation.

11. Intellectual Property Rights

- 11.1 The customer acknowledges that Securiton or the third-party providers have the sole copyright as well as the trademarks and other intellectual property rights to the SaaS services.
- 11.2 Securiton endeavours, and shall take reasonable care, to ensure that the services and products rendered do not conflict with the third-party intellectual property rights, as far as discernible for Securiton. There shall only be a guarantee and liability on the part of Securiton that the services rendered do not violate any third-party intellectual property rights if and insofar as this is expressly and specifically set out in the contract.

12. Observance of Export Control Regulations

- 12.1 Performance of the contract is subject to there being no obstacles to performance due to national or international rules of foreign trade law, in particular export control regulations, and no embargos or other sanctions.
- 12.2 In the event of the transfer of the goods delivered by Securiton (hardware and/or software and/or technology and related documentation, irrespective of the manner in which they were made available) or of the work and services rendered by Securiton (including technical support of any kind) to third parties in Switzerland and abroad, the customer must abide by the applicable rules of national and international (re-)export control law. In any event, it must abide by Swiss (re-)export control regulations.
- 12.3 If necessary for export control checks, on request the customer will immediately provide Securiton with all the information about the end recipient, final destination and intended use of the goods delivered or work and services rendered by Securiton and the related export control restrictions.

- 12.4 The customer fully indemnifies Securiton against all claims made against Securiton by authorities or other third parties on account of non-fulfilment of the aforementioned export control obligations and undertakes to compensate all damages and expenditures incurred by Securiton in this connection, unless the customer is not responsible for the breach of duty. This shall not entail a reversal of the burden of proof.

13. Confidentiality and Data Protection

- 13.1 The parties undertake to treat as confidential all documents and information received from the other party in connection with the SaaS services, including all copies or recordings thereof, at all times, even after the SaaS services have ended, as if they were its own trade secrets. It will not unnecessarily distribute them within the company or the group and will not make them accessible to third parties, other than subcontractors, either in whole or in excerpt form. This obligation does not apply to documents and information which demonstrably a) became general knowledge without a breach of this duty of confidentiality; or (b) were lawfully obtained by third parties without a breach of confidentiality; or (c) were independently created.
- 13.2 Securiton processes system and user data as part of its SaaS services. Insofar as Securiton processes personal data while working on systems and documentation, directives of the customer and of data protection law will be followed and appropriate measures taken to secure such data against unauthorised access by third parties.
- 13.3 Securiton is entitled to forward documents and information to subcontractors as necessary, provided those subcontractors have first been made subject to a written obligation in accordance with the foregoing provisions.

14. Liability

- 14.1 Unless the EULAs stipulate any further limitation of liability, Securiton shall only be liable towards the customer for direct or immediate damage up to the amount of the invoiced annual fee for the SaaS services. Liability for indirect or consequential damages is excluded. The limitation and exclusion of liability apply to both contractual and non-contractual claims.
- 14.2 Each party's liability remains reserved for damages caused by intentional or grossly negligent conduct.

15. Applicable Law and Jurisdiction

- 15.1 Swiss law shall govern the GTC. The applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is explicitly excluded. Insofar as no binding law exists, the venue for proceedings shall be Bern. Securiton is entitled to prosecute the customer at the site of the system installation.
- 15.2 In case of doubt or in court the German version of the GTC shall be exclusively applicable.