

General Terms and Conditions (Terms) for the Usage of Proalpha Field Service Management/SERVICE 1

1. Subject Matter of the Agreement

- (1) These General Terms and Conditions ("Terms") are set forth by Proalpha Schweiz AG, based in Aesch (BL), CHE-101.490.966, and its affiliated companies ("Proalpha").
- (2) Subject matter of these Terms, in addition to the General Terms and Conditions for the Proalpha Cloud, are supplementary contract terms for the usage of Proalpha Field Service Management (hereinafter referred to as the "Solution") agreed upon with customers ("Customer").
- (3) The aforementioned Terms, as they are valid at the time of the conclusion of the Agreement, shall become part of the Agreement through reference in the Quote. The Quote, the Terms and all other documents referenced form the contractual relationship between Proalpha and the Customer ("Agreement"). The Agreement shall be concluded upon signature of the Quote by the Customer or a different declaration of acceptance by the Customer. The Terms also apply to future orders or quotes, even if they do not refer explicitly to the Terms.
- (4) In case of doubt or contradiction, the individual documents shall apply in the following order:
 - a. The Quote including all attachments,
 - b. the Terms for the usage of Proalpha Field Service Management, as well as
 - c. the Terms for the Proalpha Cloud.
 - d. The Agreement conclusively governs the contents of the Agreement, excluding other contractual provisions, such as oral agreements and terms and conditions or purchasing terms and conditions of the Customer. Proalpha expressly objects to such terms of contract by the Customer.

2. Scope of Services

- (1) Unless otherwise agreed, Proalpha provides the Customer with the Solution in the form of time-limited user subscriptions within the scope of this Agreement. The agreed number of user subscriptions is specified in the Quote. For the purposes of these Terms,
 - a. a user subscription applies exclusively to one named user.
 - b. a user subscription may not be used either sequentially by different users or simultaneously by multiple users.
 - c. a user subscription may be transferred to a new user, provided that this new user replaces the previous user who no longer requires access to the Solution.
 - d. no more than the number of users specified in the applicable Quote for whom a user subscription has been agreed may access the Solution.
 - e. additional user subscriptions may be ordered by the Customer during the subscription term under the same conditions as the existing subscriptions.
 - f. additional user subscriptions shall terminate on the same date as the initially ordered user subscriptions and shall therefore be invoiced on a pro-rata basis from the date of provision until such termination date.
- (2) Proalpha shall provide the Solutions as specified in the Quote by granting access to the Solution and providing the necessary access credentials for the contractually agreed use and term.
- (3) Data entry or data migration, as well as similar preparatory work including setup, configuration, and customization or implementation of the Solution to meet the Customer's specific requirements, as well as on-site installation services, trainings, and/or instruction, are not included in the scope of this Agreement. The fees under this Agreement constitute solely usage/subscription charges and do not include any services.
- (4) The Customer has verified that the Solution configuration selected by them meets their requirements and needs and acknowledges that the contractual services are neither contingent upon the provision of future functionalities or features nor dependent on any oral or written public statements by Proalpha regarding future functionalities or service features.
- (5) During the term of the Agreement, the Customer may at any time access its data, retrieve it, and export it in a standard format. Prior to the termination of the Agreement, it is the Customer's sole responsibility to perform a final export of its data from the Solution provided by Proalpha. After the termination of the Agreement, Proalpha shall delete any customer data remaining on the

servers used to host the Solutions, unless Proalpha is permitted to retain such data under applicable law.

3. Usage of Services

(1) The Customer is obliged to properly enter its data into the Solutions provided by Proalpha. In particular, it is the Customer's responsibility to

- a. ensure the accuracy, quality, integrity, legality, reliability, and relevance of its data and the legality of collecting and using such data within Proalpha's Solutions;
- b. ensure that any instructions provided to Proalpha regarding data processing comply with applicable data protection laws and regulations;
- c. ensure the maintenance of adequate security standards for the use of the Solutions, within economically reasonable limits, but at least in accordance with the BSI recommendations. This specifically includes preventing unauthorized access to the Solutions and their unauthorized use (e.g., by securely storing access credentials) and promptly notifying Proalpha in the event of any unauthorized access or use.

(2) The Customer is responsible for using the Solutions provided by Proalpha in accordance with the Agreement and

- a. shall provide the necessary infrastructure (e.g., IT environment, internet connection, data lines, etc.) to the extent required for using the Solutions and ensure its proper functioning;
- b. shall ensure that the most recent version of the Solutions is used, provided that doing so does not impair the performance of the Solutions in use;
- c. shall make the Solutions available exclusively to users covered by a user subscription or comparable licenses (e.g., for the use of customer and/or partner portals) and shall not grant access to any other third parties, unless expressly permitted in the Quote;
- d. shall not sell, resell, rent, lease, or otherwise make the Solutions available to third parties free of charge, unless expressly permitted in the Quote. This

also applies to any parts of the provided Solutions;

- e. shall not use the Solutions to store or transmit content that is infringing, defamatory, or otherwise unlawful or prohibited, including content harmful to children or minors or content that infringes the personal or other rights of third parties;
- f. shall not use the Solutions to store or transmit malicious code;
- g. shall not impair or disrupt the integrity or performance of the Solutions or of third-party data contained therein, and in particular shall check data and information for viruses or other harmful components before entry and use anti-virus programs meeting the current technical standards for this purpose;
- h. shall not send spam and mass messages, or unsolicited messages in violation of applicable law;
- i. shall not attempt to obtain unauthorized access to the Solutions or any related systems or networks;
- j. shall be responsible, without prejudice to the backups monitored and/or performed by Proalpha, for backing up its own data as well as for entering and maintaining the data and information required for the use of the Solutions, and
- k. shall ensure that all users are made aware of the agreed obligations and comply with them.

4. Cooperation Obligations

The Customer shall test the Solution provided by Proalpha for defects to a reasonable extent before starting productive use. The Customer shall take appropriate precautions in case the Solution does not function properly in whole or in part, such as by performing data backups, troubleshooting, and regular result checks.

5. Third-Party Applications

(1) The Customer may use third-party applications in conjunction with the Solutions provided by Proalpha. If the Customer wishes to use such third-party applications in conjunction with the Solutions provided by Proalpha, this must be

agreed in writing with Proalpha in advance, including the right and scope for the third-party provider to access the Customer's data stored in Proalpha's Solutions; written form is sufficient for this purpose. The purchase and procurement of such third-party products and services, in particular customization, implementation, and other consulting services, as well as the exchange of customer data between the Customer and the third-party provider, shall in all cases occur exclusively between the Customer and the respective third-party provider. Proalpha assumes no liability or provides no support for third-party products and services, regardless of whether they are designated by Proalpha as "certified" or otherwise.

- (2) The Customer has the option to restrict access to its data by third-party application providers by limiting users from installing or activating such third-party applications. In the event that the Customer installs or activates third-party applications for integrated use with the Solutions provided by Proalpha, the Customer acknowledges that Proalpha may, to the extent necessary, have to grant the providers of these third-party applications access to customer data stored within Proalpha's Solutions to enable communication between the third-party applications. Proalpha shall only grant access to customer data in the context of using third-party applications and manage such access after prior written agreement with the Customer (written form being sufficient). It is expressly stated that the Customer alone is responsible for the selection, procurement, access management, use, and operation of third-party applications. For the purposes of this regulation, third-party applications also include all applications provided by Salesforce.com or its suppliers/partners.
- (3) In the event that the Customer uses a third-party application that accesses customer data stored in the Solution provided by Proalpha, the Customer shall take all appropriate measures to ensure adequate protection of the customer data in Proalpha's Solutions and access thereto, in particular by entering into the necessary contractual agreements with the third-party application provider. The Customer undertakes to impose liability on such a third-party application provider for any disclosure, modification, or deletion of customer data attributable to the provider, or for any breach of data protection obligations relating to the customer data stored in the Solution provided by Proalpha that is accessible through the third-party applications.

- (4) The Customer acknowledges that Proalpha has no contractual relationship with such a third-party application provider and that a third-party application provider shall not be regarded as a subcontractor or as an additional processor by Proalpha within the meaning of Art. 28 para. 2 GDPR. Therefore, Proalpha is not responsible under applicable law for the disclosure, modification, damage, loss or deletion of customer data resulting from the access of a third-party application provider, or for any breach of obligations by a service provider with respect to customer data stored in Proalpha's Solutions.
- (5) Services features that communicate directly with Google services require the constant availability of the Google Application Programming Interface ("API") and the Google program intended for use with the services. If Google Inc. no longer provides the Google API or the Google program for the Solution under reasonable conditions, Proalpha may discontinue the offer of such services features without the Customer being entitled to the provision of comparable services, cost reimbursements, credits or any other compensation.

6. Rights of Use

- (1) Subject to the limited rights expressly granted under these Terms, Proalpha reserves all rights and claims to the Solutions as well as to any other documents provided in the course of contract initiation and contract execution, including all related intellectual property rights. To the extent rights are held by third parties, Proalpha holds the corresponding license and/or usage rights.
- (2) The Customer and its affiliated companies (with more than 50% ownership interest) are granted under the Agreement only the rights expressly set forth herein, which are non-exclusive, limited in time to the duration of the offer, and necessary for the use of the Solutions in accordance with the agreed scope of use, in particular the scope of the existing user subscriptions.
- (3) If Proalpha provides the Customer with services, software, or data (e.g., map data) created by third-party providers as part of the Solution, the rights of use shall be governed by the third party's license and terms of use. These will be made available to the Customer upon request, provided that the contractual arrangements between the third-party provider and Proalpha allow this.
- (4) Unless expressly permitted under applicable law

or otherwise agreed with SERVICE 1, the Customer may not

- a. create derivative works based on the software and/or applications contained in the Solution,
- b. edit, modify, copy, frame, or mirror any parts or content of the Solution; except where copying or framing occurs within the Customer's own intranets or otherwise for its own internal business purposes, or where such actions are required to maintain contractual use and Proalpha has failed to provide them despite the Customer's request,
- c. carry out reverse engineering of the software and/or applications contained in the Solution; decompilation is permitted only within the scope of § 69g of the German Copyright Act and only to the extent that Proalpha does not provide the necessary interface information and
- d. access the Solution in order to:
 - (1) develop a competing product or
 - (2) copy features and/or functions or other performance and/or design characteristics of the software and/or applications contained in the Solution.

(5) In the relationship between Proalpha and the Customer, the Customer is the sole owner of all rights and claims to all customer data.

(6) Proalpha is free to take up suggestions, improvement proposals, recommendations, or other feedback from the Customer, including individual users, with respect to the Solution, to integrate them into the Solution, and to use the results created thereby without restriction.

(7) The right of use includes the management of external employees (service partners) and other resources, provided that they are authorized by the Customer to perform service tasks for or on behalf of the Customer, and insofar as the necessary user subscriptions have been purchased by the Customer. In such a case of granting usage rights, the Customer shall ensure that the service partner fully complies with the terms of use as set out in these Terms and the Agreement. The Customer shall be jointly and severally liable for any breaches by its service partners. Proalpha shall be entitled, in the event of any breach of the terms of use by a

service partner, to withhold or revoke the granting of further usage rights to this service partner.

7. Compensation

- (1) Proalpha shall charge the Customer yearly in advance, whereby the net prices plus statutory sales tax shall be invoiced and payments shall be made by the Customer without deduction within 30 calendar days after invoicing.
- (2) User subscription fees shall be charged on a monthly basis. For user subscriptions that are ordered additionally within a monthly period, the initial subscription fee for that month shall be charged in full, and subsequent fees shall be calculated based on the remaining monthly periods within the relevant subscription term. The period of use shall end at the conclusion of the subscription term.
- (3) Fees shall be payable for the Solutions ordered, irrespective of the actual extent of use. The number of purchased user subscriptions may not be reduced during the subscription term specified in the Quote.

8. Term of the Agreement

- (1) The Agreement becomes effective upon conclusion of the Agreement. Unless otherwise agreed, the initial term shall run until December 31 of the second year of the contract term. Thereafter, it shall automatically renew for an additional year unless terminated with six months' notice prior to the end of the contract term.
- (2) User subscriptions shall begin on the commencement date specified in the relevant Quote, and shall be subject to the term and termination provisions of these Terms, unless otherwise stated in the relevant Quote. The term shall automatically renew for successive twelve (12) months unless either Party gives written notice of termination to the other at least six (6) months prior to the end of the applicable term. Ordinary termination during the initial term or during a renewal period shall not be permitted.