

General Terms and Conditions of Contract for Services including Maintenance and Support (Service GTC) of Allegion International AG

1. Subject Matter and Scope

- 1.1. Allegion International AG (hereinafter referred to as "**Interflex**") shall provide, in accordance with a concluded Service Agreement respectively a specific Service Level Agreement (hereinafter referred to as "**SLA pack**") and these General Terms and Conditions for Services including Maintenance and Support (hereinafter referred to as "**Service GTC**") for the customer's systems listed in the configuration sheets and/or statement of work, consisting of hardware products including firmware (hereinafter referred to as "**Hardware**") and software products (hereinafter referred to as "**Software**"), the maintenance or support services specified in detail in the service description according to the attachment (hereinafter referred to as "**Services**"). For the purposes of these Service Terms GTC, the term "**Service Agreement**" means the master agreement entered into between the parties, including all related SLA packages, service descriptions, configuration sheets, service schedules and these Service GTC.
- 1.2. These Service GTC shall apply only to entrepreneurs and not consumers. These Service GTC shall also apply to legal entities of public law and public law special entities within the meaning of § 310 Section 1 of BGB (German Civil Code). The General Terms and Conditions of Interflex (hereinafter called "**GTC of Sale**") may apply in addition. Should provisions of the Service Agreement or SLA pack, the configuration sheets, the service description, any statement of work, these service GTC or the GTC contradict each other, the following order of precedence shall apply
 - 1) Body of the Service Agreement with Configuration Sheets, statement of work and SLA pack;
 - 2) Description of Services;
 - 3) Service GTC;
 - 4) GTC of Sale.
- 1.3. The Configuration Sheets, statements of work, and SLA pack contain a detailed description of the Hardware and Software to be maintained, of the maintenance, support and service fees (hereinafter, "**Fees**") to be paid, and of the method of payment agreed upon. The configuration sheets and statements of work will be newly issued or modified or amended after each change in the hardware and software to be maintained (See no. 2.4).
- 1.4. Interflex will continue to further develop and maintain the internally developed and/or produced software (including firmware) on an ongoing basis until the support is discontinued, such discontinuation to be announced by Interflex in advance ("**Discontinuation Notice**"). The state of development of the Interflex software is shown from the version number. The version number always consists of two numbers, separated by a dot (example 11.2). There can be different patch levels within the respective versions. These are shown by the third number (after the second point).
- 1.5. Interflex will always maintain the current version and the two preceding versions of any software product produced and/or developed by Interflex itself. It is also possible to purchase long-term maintenance for a fee by means of a separate contract. New performance features will be incorporated into a new version with a higher version number (hereinafter called "**Upgrade**"). Removals of defects and improvements of existing performance features lead either to patches or to new releases within the current version (hereinafter referred to as "**Update**").
- 1.6. For the further development and maintenance of software from other manufacturers (third-party software) the relevant standards of the respective manufacturer shall apply. Insofar as third-party software is covered by the Service Agreement, Interflex shall endeavor to pass on to the customer new version statuses which Interflex receives from the manufacturer for passing on to end customers. For the use of third-party software, the applicable license terms of the respective manufacturer shall apply.
- 1.7. Contrary, supplemental or divergent conditions of the customer that deviate from the Service Agreement, SLA pack, the configuration sheets, the performance description, statement of work, these Service GTC or the GTC are not subject matter of the agreement, unless Interflex has given its express consent to their application in writing. This shall also apply if Interflex performs services without reservation

in knowledge of the customer's conflicting, additional or deviating terms and conditions. This in no way affects the rights to which Interflex is entitled in accordance with the statutory provisions or other arrangements exceeding the Service Agreement, SLA pack, the configuration sheets, statement of work, the performance description, these Service GTC.

- 1.8. Interflex is authorized to change these Service GTC subsequently. The changes are only deemed agreed upon if Interflex notifies the customer of the changes to the Service GTC in writing and the customer approves the amended Service GTC. The amended Service GTC shall also be deemed approved if the customer does not object to the amended Service GTC within a period of four (4) weeks after receipt of the amended Service GTC and Interflex has separately informed the customer of the significance of this conduct prior to the commencement of the period.

2. Requirements for the Provision of Services by Interflex

- 2.1. Interflex shall only be obligated to provide services if the prerequisites to be ensured by the customer are fulfilled, in particular:
 - 2.1.1. General Information:
 - The Hardware and Software of the system to be maintained are attended to on the part of the customer by highly-qualified staff that has been trained by Interflex;
 - The Hardware and Software are in compliance with the then current specifications, as issued by Interflex from time to time.
 - 2.1.2. Hardware:
 - The environmental conditions are in compliance with the specifications in the product description;
 - The Hardware was properly installed and is used according to the specification;
 - Used parts are included in Maintenance only after an initial inspection and approval by the staff of Interflex.
 - 2.1.3. Software:
 - The customer is in possession of a valid license for the Software contained in the system to be maintained;
 - The system requirements and the environmental requirements set forth in the relevant product descriptions are met;
 - The customer uses a Software version that is still maintained by Interflex or by the respective manufacturer (see No. 1.5), and the Hardware necessary for this Software according to the product description is available (Hardware upgrades, if any, that become necessary due to the introduction of new Software are subject to supplementary fees).
- 2.2. For the provision of services in relation with the proper interaction of the hardware and software covered by the Service Agreement with other products of third-party manufacturers that are not directly covered by the Service Agreement, the customer must ensure that the necessary assistance, both by the customer and by the third-party manufacturer, is provided at no cost to Interflex.
- 2.3. If the customer should wish after entering into the Service Agreement to include additional Hardware and/or Software subsequently into the existing Service Agreement by way of contractual amendment, Interflex may carry out an initial inspection. During this initial inspection, Interflex will verify whether the requirements pursuant to para. 2.1 are satisfied. This verification does not release the customer from its duty to ensure compliance with the requirements. The initial inspection as well as services which Interflex may have to provide on the basis of the same in order to bring the hardware and software into compliance with the Interflex specifications valid at that time shall be provided by Interflex in accordance with these Service GTC and in addition to the Service GTC of Interflex and shall be invoiced separately to the customer in accordance with the price list of Interflex valid at that time.
- 2.4. For maintenance services for hardware and software products of other manufacturers, Interflex is entitled to additionally resort to the support organization of the respective manufacturer and external service providers.
- 2.5. If the necessary construction preparatory work has not been completed by the customer in time, Interflex is entitled to cancel the assignment and charge for any additional expenses.

3. Services Rendered by Interflex

3.1. The services to be provided by Interflex depend on the service components chosen in the Service Agreement. These service components are defined in the Description of Services respectively in the SLA pack.

3.2. Insofar as the provision of services is agreed upon in the Service Agreement, which are not part of the selected service components according to the service description, Interflex shall provide these services at the respective agreed upon prices according to the conditions of these Service GTC and supplementary to the GTC of Interflex.

3.3. Interflex may use highly-qualified external staff and subcontractors for the provision of the services.

4. Delimitation: Excluded Services

4.1. The following services are not included in the scope of services; consequently, Interflex is under no obligation to provide such services:

4.1.1. Elimination of malfunctions and damages which are due to improper use of the system or to other influences for which Interflex is not responsible and which do not have their cause in the functioning of the system to be serviced itself, especially malfunctions and damages which are due to force majeure, improper influence of third parties (also by third party service providers used by the customer and not authorized by Interflex) or third party systems (which are not listed in the configuration sheet), operating errors, non-observance of user instructions and the generally accepted operating guidelines of EDP devices;

4.1.2. Repairs or increased expenditures resulting from failure to use original accessories, or from the removal of series numbers and/or other identifications;

4.1.3. Repairs or modifications to systems, networks and equipment provided by the customer.

4.1.4. Adaptation of the Software in the event of modifications of the system platform described in the statement of work and Description of Services or in the configuration sheets and all work that is related to the modification or to an adaptation to another system platform;

4.1.5. Services with respect to Hardware and/or Software which the customer has not used in accordance with the specification and documentation;

4.1.6. Installation of new Software versions and necessary adaptations of the customer's system environment;

4.1.7. Services outside the operating and response times defined in the Description of Services;

4.1.8. Removal of failures and defects having occurred as a consequence of parameterization and programming activities on the part of the customer;

4.1.9. Removal of failures and defects that have been caused by non-compliance with the requirements under No. 2.1 or by a violation of the customer's duties to assist pursuant to No. 5 ;

4.1.10. Removal of failures and defects that could have been prevented if directions and instructions, as contained in the product descriptions of the used products or as issued by Interflex to the customer in another manner, especially within the framework of the Service Agreement, had been complied with;

4.1.11. Services with regard to Hardware or Software that was modified by the customer or a third party without the prior written consent of Interflex;

4.1.12. Removal of failures and defects that are not related to the system to be maintained, as described in the Configuration Sheets and statement of work.

4.2. Additionally, the scope of performance does not include advisory services and other services that are related to the services mentioned under No. 4.1.

4.3. Services not included in the scope of services shall be provided by Interflex in accordance with the terms of these Service GTC and in addition to the Service GTC of Interflex against separate remuneration, provided this has been agreed upon in writing.

5. Customer's Obligations to Cooperate

5.1. The customer shall provide Interflex with the information and special equipment (e.g. high ladders, lift trucks, lifting platform to reach the systems to be serviced) required for the performance of the contractual services in a timely manner and free of charge, and shall grant sufficient access to hardware and software during normal

business hours. The customer shall grant Interflex employees access to the necessary premises and access to the systems to be serviced during normal business hours or otherwise agreed times. Failure to grant Interflex such access or to grant the same during the agreed-upon times or to the required extent shall entitle Interflex to bill the customer separately for any expenses incurred by us in vain or additionally, unless the customer cannot be held responsible for the failure to safeguard or improper safeguarding of access.

5.2. The customer designates a responsible system manager and a deputy manager, who shall be authorized in relation to Interflex to furnish and receive binding information and who shall make all decisions in connection with the services. The customer shall ensure that any personnel required by the customer would be at their disposal duly.

5.3. For reasons of security, an experienced staff member of the customer must be present at the place of installation during the provision of the Maintenance Services by Interflex and must ensure compliance with the company security regulations. The customer's security regulations, if any, must be delivered to Interflex in writing with the placement of the order, at the latest before the work is carried out.

5.4. Before Interflex renders the Maintenance Services, the customer must carry out itself all tasks not covered by the scope of the Service Agreement and specified as "to be carried out by the customer" in the Service Agreement.

5.5. At the request of Interflex, the customer will make available at no cost a lockable cabinet or other suitable storage facilities in the immediate vicinity of the place of installation of the Hardware and Software to be maintained for the storage of documents, material (e.g., replacement parts), and auxiliary devices which Interflex needs to provide the Maintenance Services.

5.6. The customer shall ensure the possibility of remote access by Interflex to the system to be serviced to the extent necessary for the provision of the services.

5.7. Changes in the location of Hardware and other modifications of the system to be maintained (e.g., change of the operating system) must be timely coordinated with Interflex. In this case, Interflex may refuse to continue to provide the Services for good cause. In case of continuation of the Services, Interflex will compile accordingly modified Configuration Sheets or statements of work. Additional costs arising in the performance of the Maintenance Services as a consequence of such changes are to be borne by the customer.

5.8. The customer is under obligation to make data and program backups in machine-readable format at regular intervals, at least once a day, and to ensure by doing so that the data and programs can be restored at a reasonable cost. The data backup is to be carried out according to the specifications of Interflex or of the respective manufacturer or, in the absence of such specifications, according to the generally acknowledged principles of secure data processing. Before Interflex begins to work on the customer's systems, the customer must have a current data backup available in any case.

6. Fees

6.1. The amount and billing interval (monthly, semi-annual, or annual) of the Fees are set forth in the Service Agreement and the configuration sheets.

6.2. In the event of an increase in Fees as a consequence of a change agreed in writing to the scope of the Maintenance Services or because additional service components or change of the SLA pack (only upgrade possible) have been chosen, the amount of the increase will be charged for the remainder of the current billing interval pro rata temporis. The invoicing for extra payments to be made by the customer shall take place during the following month after implementation of the agreed upon change.

6.3. Interflex may increase the Fees according to the following rules as a consequence of circumstances other than those mentioned under No. 6.2 especially to compensate increases in wages and other costs.

6.3.1. Interflex is entitled to increase the Fees after expiry of a price fixing arrangement set forth in the Service Agreement either on January 1 or July 1 of a given year.

6.3.2. Interflex will notify the customer at least three months in advance of any increase in Fees in writing (e-mail is sufficient). However, an increase will take effect no earlier than at the end of the twelfth month following the effective date of the Service Agreement or since the last increase in Fees.

- 6.3.3. If Interflex announces an increase in Fees, the customer has a special termination right in respect of the Service Agreement – such right to be exercised with two months' prior notice with effect as of the date on which the announced increase in Fees takes effect – but only if the Swiss national consumer price index (*Schweizer Landesindex für Konsumentenpreise, LIK*) increases for more than 2% since the last increase in Fees.
- 6.3.4. If the customer fails to make use of his special right to terminate the Agreement, the increase in Fees shall take effect on the announced date. Interflex shall inform the customer of this circumstance and his special right of termination in the letter of notification.
- 6.4. In addition to the Fees stipulated in the Service Agreement and in the configuration sheets or statement of work, the statutory VAT at the rate applicable at the time must be paid.
- 6.5. If the customer cancels an agreed appointment, Interflex is entitled to charge expenses for the cancellation of the appointment in accordance with the following table. Both parties are entitled to prove any greater or lesser damage:
- 6.5.1. In case of cancellation by the customer from five (5) working days before the agreed date: 25%;
- 6.5.2. In case of cancellation by the customer from two (2) working days before the agreed date: 80%;
- 6.5.3. In case of cancellation by the customer on the day of the agreed date: 95%.
- 6.5.4. Services to be provided by Interflex are charged on a time-spent basis unless a flat fee has been expressly agreed. Interflex is entitled to invoice the services, at its discretion, either monthly, quarterly or after completion of the services. At Interflex's request, the client shall pay reasonable advance payments. Unless otherwise agreed, the minimum billing unit for services shall be 15 minutes.
- 6.5.5. The client shall certify the working hours and the performance of Interflex personnel on the form provided. Certification may also be given electronically. A service is deemed approved if the client does not object to the certification within fourteen (14) days after presentation and Interflex has separately informed the client of the consequences of failing to object at the start of that period. A later objection based on circumstances that only become apparent afterwards remains unaffected. Necessary travel time and any waiting time for which Interflex is not responsible shall be deemed working time.

7. Terms of Payment

- 7.1. Unless otherwise agreed in the Service Agreement and in the configuration sheets, Fees and individual invoices for additional services rendered in connection with the Service Agreement are payable net immediately upon receipt of the invoice.
- 7.2. The customer shall only be entitled to offset claims that are undisputed or have been established as final and non-appealable. The customer may exercise a right of retention only to the extent that the customer's counter-claim is based on the same contractual relationship. The customer has no retention right because of partial performances.
- 7.3. Delay in payment entitles Interflex to discontinue contractual arrangements for the period of delay and only to resume services after payment has been made or the demanded security has been furnished. During a default in payment on the part of the customer, Interflex is entitled to charge interest at the statutory for the duration of the default in payment. The right to assert more extensive claims, especially damage compensation, remains unaffected.
- 7.4. The payment will be deemed received on the day on which the amount is made available to Interflex or on which it is credited to the bank account of Interflex in terms of value.

8. Claims based on Defects of Services

- 8.1. Interflex provides all Services in accordance with methods and procedures that come as close as possible to the current state of technology while taking into account economic efficiency.
- 8.2. If the services represent work performance (Werkleistungen) and exhibit deficiencies, which the customer was not aware of at the time of acceptance or it had reserved its rights in connection with the deficiencies at the time of the acceptance, the customer is still entitled to supplementary performance within a suitable period set by the customer. Interflex shall decide on the type of supplementary performance (correction of deficiency or new production).

- 8.3. Insofar as Interflex is not willing or able to provide supplementary performance, or if supplementary performance is not successful even in the second attempt, or if supplementary performance is unreasonable for the Customer, the Customer may, at his discretion and without prejudice to any claims for damages and reimbursement of expenses according to No. 9, demand a reduction, i.e. a reduction of the agreed fees for the relevant period or of the additional remuneration agreed for the defective service on the basis of a separate order, or - insofar as the breach of duty is not merely insignificant - terminate the Service Agreement.
- 8.4. Interflex may refuse subsequent performance until the customer has paid to Interflex the Fees or the agreed remuneration less such part as corresponds to the economic importance of the deficiency.
- 8.5. The statutory period of limitation for deficiency claims on part of the customer is one (1) year. Shortening the statutory period of limitations to one (1) year also applies to claims arising in connection with unauthorized acts, which are based on a deficiency in the object of delivery or performance. Shortening the statutory period of limitations does not apply to Interflex' unlimited liability for damages resulting from breach of warranty or injury to life, limb or health, for intent and gross negligence and for product defects or if Interflex has assumed a procurement risk.
- 8.6. If the services represent work performance (Werkleistungen) and (a) there is a deficiency in a structure or (b) it involved a work, the success of which in the provision of planning and monitoring services is significant for a structure, then the statutory period of limitation is five (5) years.

9. Liability

- 9.1. Interflex is liable under the statutory provisions if the customer asserts claims for damages or reimbursement of expenses resulting from intent or gross negligence and in cases of injury to life, limb or health.
- 9.2. In the case of slight negligence, Interflex's liability is limited to foreseeable damage that typically occurs, however no more than CHF 500'000 per damage event.
- 9.3. In the event of a loss of data, Interflex is liable at maximum for the expenditure that is required for reconstruction if the customer has made adequate data backups according to para. 5.8.
- 9.4. Any liability for damage or expense compensation beyond that stipulated in these GTC shall be excluded regardless of the legal nature of the claim asserted. This in no way affects mandatory liability for product defects.
- 9.5. If the liability on the part of Interflex is excluded or limited according to the present Service GTC, this equally applies to the liability of the corporate bodies of Interflex and of persons employed by Interflex in the performance of its obligations and of vicarious agents of Interflex, in particular, staff members.

10. Rights in Hardware and Software

- 10.1. Exchanged Hardware parts become the property of Interflex with their removal.
- 10.2. All replacement parts, Hardware and Software products (diagnosis and support programs etc.), and other auxiliary devices (e.g., tools or test systems) that are not integrated into the customer's system and are used by Interflex for the provision of the services and/or are stored at the customer's place remain the property of Interflex and may be used solely by Interflex and its agents. All these items must be returned to Interflex without delay upon request, which may be made at any time, at the latest, however, with the termination of the Service Agreement. The customer has no right of retention in respect of these items.
- 10.3. Software products mentioned under No. 10.2 and the related documentation may neither be copied nor be passed on or made available to third parties by the customer.
- 10.4. Unless expressly provided otherwise in these Service GTC or in the Description of Services or statement of work, the performance of the Service Agreement does not include the grant of any rights or licenses whatsoever in or for any patent, copyright, business secret, trademark, or semi-conductor topography or any other intellectual property right owned by Interflex.

11. Security Regulations of the Customer, Observance of Statutory Requirements, Data Protection

- 11.1. The operating system software contains various possibilities for ensuring system security. The customer is responsible for their use.

Every change in the operating system must be coordinated with Interflex in good time in advance.

- 11.2. The operating of transnational networks may be subject to the legal rules of various countries, in particular, rules concerning cross-border data traffic. Ensuring compliance with the applicable provisions is exclusively the customer's responsibility.
- 11.3. Interflex and the customer are obligated to observe the statutory provisions concerning data privacy protection when carrying out the Service Agreement and to impose the obligation to comply with these provisions on their staff. Interflex and the customer are obligated to furnish their respective data protection officers upon request with evidence of compliance with this obligation, such evidence to be in the form required pursuant to the statutory provisions.
- 11.4. Insofar as Interflex processes personal data within the scope of the Service Agreement, for which the Customer is the data controller within the meaning of Swiss Data Protection Act, the parties shall conclude a separate data processing agreement pursuant to Art. 9 Swiss Data Protection Act (a "DPA"). A sample DPA, which also outlines the technical and organizational measures guaranteed by Interflex, can be found at <https://interflex.com/ch-de/allgemeine-geschaftsbedingungen/>.

12. Protection of Confidential Information, Business Secrets

- 12.1. Each contractual party shall treat any and all non-public information and business secrets of the other party it becomes aware of within the framework of the business relationship as confidential and use same only for the purposes of the respective contract. The recipient shall not make such business secrets and confidential information available to any third party and shall only permit employees and vicarious agents to access such business secrets and confidential information only to the extent necessary for the purpose of the respective contract. In particular, objects that embody business secrets are also subject to the confidentiality obligation.
- 12.2. Business secrets include information that neither as a whole nor in the exact arrangement and composition of its components is generally known or readily accessible to persons in circles who typically deal with this type of information and thus is of economic value and which is subject of the circumstances according to suitable confidentiality measures by its rightful owner and for whom there is a legitimate interest in confidentiality, in particular technical information (e.g. methods, procedures, formulas, technologies and inventions) as well as commercial information (e.g. price and financial data and sources of supply) and all information that is designated as confidential or secret or recognizable as a business secret on the basis of other circumstances.
- 12.3. The obligation under para. 12.1 shall not apply to such technical or business information that the recipient was already aware of before it obtained such from the other party, or to information that becomes part of the public domain without breach of this obligation, or that has been released for publication in written form by the other party.
- 12.4. If public authorities demand that Interflex or the customer provide information and such information concerns confidential information of the respective other party, such other party must be notified in writing without delay as far as legally permissible and if possible before the relevant information is disclosed.
- 12.5. The parties shall ensure by way of forming appropriate contractual agreements with his/her employees, representatives and other agents that the latter are subject to the corresponding confidentiality obligations and the protected information is used only for the purpose of implementing the business relation.
- 12.6. The confidentiality obligation pursuant to this para. 12 shall survive the expiration of the respective contract for a period of three (3) years. Every contractual party is obligated to return, delete and/or destroy all files and documents containing confidential information of the respective other party upon request and at the discretion of the other party.

13. Contractual Period

- 13.1. Service Agreement takes effect upon signing by the customer and counter-signing by Interflex.
- 13.2. The Service Agreement has a minimum term of twelve (12) months; thereafter, it may be terminated by either party with three (3) months' prior notice with effect as of the end of a calendar year. The parties are free to terminate the contract by mutual agreement at any time, in

particular if the parties agree on the conclusion of a new service agreement covering services reflecting the new state of the art.

- 13.3. If there is a change in the scope of Maintenance as a consequence of a non-temporary exchange or discontinuation of individual components of the systems to be maintained on the part of the customer, the Service Agreement may be terminated by the customer with regard to the discontinued or exchanged components subject to observance of a notice period of six calendar weeks with effect as of the end of the next following calendar quarter, however no earlier than with effect as of the end of the respective calendar quarter, which follows the end of the twelfth month following the Service Agreement's entry into force and per year of the agreement, at maximum to an extent corresponding to 30% of the annual net Maintenance Fees. If the terminated part accounts for more than 10% of the annual net maintenance fees, Interflex shall have the right to terminate the Service Agreement as a whole with four weeks' notice to the end of the relevant calendar quarter or to propose a corresponding fee adjustment.
- 13.4. Interflex may terminate the Service Agreement after prior warning at any time and without prejudice to any other rights by giving 30 days' notice if:
 - The systems that are covered by the agreement have been maintained or repaired by persons not authorized by Interflex, or if there have been other, comparable interferences with the systems;
 - The services to be provided by Interflex are significantly impaired through changes, improper handling, or the installation of products of other manufacturers at the customer's initiative;
 - The location of Hardware not specified by Interflex in the Service Agreement has been changed from Germany to outside of Switzerland without the prior written consent of Interflex;
 - The Software is or has been used, copied, made available or passed on to third parties in violation of the license conditions, or in any other unauthorized manner; or;
 - The measures taken after a written request for payment following a default in payment have been to no avail and an agreement on the provision of security has not been reached.
- 13.5. The right of both parties to terminate without notice in the event of a particularly gross violation of the agreement remains unaffected.
- 13.6. Any notice under this agreement shall be given in writing.

14. Final Provisions

- 14.1. The provisions in the Service Agreement, the configuration sheets, the statement of work, the Description of Services, these Service GTC, and – additionally – the GTC constitute a conclusive and exhaustive set of rules for the services described therein and supersede all prior arrangements/agreements in this respect.
- 14.2. All subagreements and changes to this agreement require written form. This also applies to the amendment or cancellation of the requirement for written form.
- 14.3. Should any individual provision or any part of any provision of the Service Agreement, the configuration sheets, the statement of work, the Description of Services, these Service GTC be or become void or unenforceable in part or fully or if a loophole is determined in the aforementioned contractual documents, the validity of the Agreement as a whole or the remaining provisions is in no way affected. The contracting parties are under obligation to replace the invalid or unenforceable provision with such valid provision as comes closest to the economic spirit and purpose of the invalid provision. In case of a loophole, such provision is deemed as agreed upon that comes as close as possible to the sense, spirit and purpose of the Agreement as desired or would have been desired, if the contracting parties had considered the matter in the beginning.
- 14.4. In the event of a partial or full transfer of the business operations of Interflex, Interflex may assign its rights and obligations under the Service Agreement to a third party, such assignment to be notified to the customer six weeks in advance and to take effect at the end of a calendar quarter.
- 14.5. The legal relation between the customer and Interflex is subject to the laws of Switzerland with exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 14.6. For disputes arising from the business relationship between the customer and Interflex, Baden shall be the agreed upon as the exclusive place of jurisdiction. However, Interflex may sue the

customer also at the customer's general place of jurisdiction and at every other admissible place of jurisdiction.

Annex: Description of Services

A.1. Scope

A.1.1. These Terms of Service shall apply in addition to the Service Agreement and the General Terms of Contract for Services including Maintenance and Support ("**Service GTC**") for the hardware (including firmware) and software specified in the configuration sheets or statement of work.

A.1.2. The service components defined below that are owed as Services by Interflex are determined by the Service Agreement in connection with the configuration sheets.

A.2. Maintenance of Software

A.2.1. Removal of Defects

A.2.1.1. The following service components No. A.2.2 each include the elimination of reproducible errors in a version still maintained by Interflex (see para. 1.4 Service Service GTC) of the software listed in the configuration sheets or statement of work. A defect is deemed to exist if the Software (i) does not fulfill the functions stated in the product description in force at the time of conclusion of the agreement, (ii) furnishes incorrect results (iii) interrupts its functions in an uncontrolled manner, or (iv) or does not work in any other way pursuant to its specification, provided that its use by the customer is thereby impeded or materially restricted, and such impediment or restriction can be reproduced at Interflex.

A.2.1.2. Interflex may remove defects by furnishing Updates or Upgrades (see para. 1.5 of the Service GTC) via the customer portal of Interflex with at least the same functions. If these Updates or Upgrades require more powerful Hardware and/or a more recent version of the operating system, these must be provided by the customer at its own expense in a state ready for operation.

A.2.1.3. In order for Interflex to be able to make a remote diagnosis as to the existence of a defect, the customer provides Interflex with remote access – as defined under para. 2.3 below – to its systems.

A.2.2. Software Telephone Hotline

A.2.2.1. The "**Software Telephone Hotline**" service component are in principle not comprises in the Service Agreement, only to the extent such Services form part of a booked SLA pack or have been agreed to be included in the past. To the extent agreed to be included, the following services apply subject to the conditions set out in the respective SLA pack:

- Telephone advice on questions concerning functions, operating, and documentation;
- Telephone support with the analysis of problems and defects; and
- Removal of defects and problems if this can be done by telephone.

A.2.2.2. The customer will be granted a person-based authorization to use the telephone support of Interflex. The customer may specify a maximum of three of its staff members who may use the telephone hotline service. The definitions of the SLA pack apply. These staff members must have been trained by Interflex.

A.2.2.3. The telephone hotline is available to the authorized persons of the customer during the contact hours set forth under No.A.5.1, at the telephone number specified by Interflex.

A.2.3. Remote access

A.2.3.1. Support, error analysis and troubleshooting is provided, primarily via remote access. For this purpose, the customer grants Interflex the according remote access to its systems and advises Interflex of the necessary configurations and technical requirements in this respect. Deviations of this are possible as part of additional service packs.

A.3. Software Upgrades

A.3.1. Upgrade services

A.3.1.1. Within the scope of a software Service Agreement, Interflex will provide the customer with an Upgrade (see para. 1.4 Service GTCs) for eligible software versions (see para. 1.5 Service GTCs) usually at least once a year, as well as the associated documentation in object code format, as well as applicable updates by e-mail or as download from the Interflex customer portal for self-installation.

A.3.1.2. Interflex grants the customer a non-exclusive right of use in respect of the Updates according to the provisions in the General Software License Conditions of Interflex. The warranty and liability

for updates shall be governed by the Service GTC and, in addition, by the General Terms and Conditions of Interflex.

A.3.1.3. The execution of the installation itself and other services are in principle not part of the Services provided by Interflex within the framework of a Service Agreement, unless these have been expressly agreed (e.g. as part of SLA packs). If Interflex carries out the installation at the customer's request, the fees for this will be invoiced separately by Interflex in accordance with the applicable price list.

A.4. Maintenance of Hardware

A.4.1. Hardware maintenance with replacement device

A.4.1.1. Interflex will keep the Hardware and firmware in good working order and will remedy failures, if any. This does not include wearing parts whose serviceability is reduced or lost through wear in use; the customer will be invoiced separately for the exchange of such parts.

A.4.1.2. Interflex will decide whether defective parts are to be repaired or replaced in the particular case. In this context, the customer has no claim to the use of new parts; Interflex may, at its choice, use used parts of equivalent functional value from its repair pool instead of new parts.

A.4.1.3. Interflex will remove defects of the firmware without charging additional fees. If more powerful Hardware is required for an Update of the firmware, the extension of the Hardware must be paid for additionally.

A.4.1.4. If necessary during the search for or removal of a defect to ensure the serviceability of the system, Interflex will lend the customer a corresponding substitute device for the duration of the removal of, or search for, the defect.

A.4.1.5. If the inspection by Interflex shows that the repair is a service not comprised in the Maintenance Services to be provided under the Service Agreement pursuant to No. 4 of the Service GTC, Interflex will carry out such repair for additional remuneration only. At the customer's request, Interflex will prepare a cost estimate for the repair. If the expected repair costs exceed 70% of the value of a replacement device, Interflex is entitled to refuse the repair and to offer the customer a new device for sale.

A.4.2. Hardware (repairs only)

A.4.2.1. All services according to Nos. A.4.1.1 to A.4.1.3 (service component "**Maintenance of Hardware with Substitute Device**") are included.

A.4.2.2. If a repair at the customer's place is not possible, Interflex will take the device away for repair and will send it to the repair center of Interflex. After the device has been repaired, it will be sent back to the customer. If staff of Interflex must be assigned to the customer's place to place the repaired device into operation again, Interflex will invoice the customer additionally for the assignment of such staff according to the applicable Interflex price list.

A.4.2.3. If staff of Interflex is required to be present at the customer's site for the exchange of firmware, Interflex will invoice the customer additionally for the assignment of such staff according to the applicable Interflex price list.

A.4.2.4. The regulations in No. A.4.1.5 will be applied accordingly.

A.4.2.5. In the event of a hardware product return, the customer only has to send in the item in question himself but no accessories. Accessories returned (but not required for repair) will - at Interflex' discretion - either be disposed of or a processing fee of CHF 50 will be charged for the return transport. The customer bears the risk for accessories returned.

A.4.3. Hardware Telefon-Hotline

A.4.3.1. The "**Hardware Telephone Hotline**" service module is defined in an SLA package.

A.5. Contact Hours and Response Times

A.5.1.1. For the "**Software Telephone Hotline**" service component pursuant to No. A.2.2, the following contact hours and response times are applicable.

A.5.1.2. The standard contact hours of the User Help Desk are from 8:00 to 18:00 on working days (except for public holidays at the Interflex User Help Desk headquarters) from Monday to Friday, respectively as defined in the applicable SLA pack.

A.5.1.3. The standard response time after receiving a failure report via the telephone hotline is 4 hours respectively as defined in the applicable SLA pack.

The response time only applies during the hotline's contact hours pursuant to No. A.5.1.1.

A.5.1.4. The response time is the time in which a highly-qualified staff member of Interflex actively attends to the reported failure and initiates the removal of the failure by telephone, email, remote access, or through an assignment to the customer's place.

A.6. TeamTime App

A.6.1 For a TeamTime subscription, Interflex provides the following services in connection with a licensed Interflex 6040 system (the "Interflex System"):

- Operation of the TeamTime middleware in the cloud;
- Maintenance of the TeamTime middleware in the cloud (for on-premise SLA One, as defined in the Service Level Agreement);
- Maintenance of the TeamTime app for Android and iOS operating systems (for on-premise SLA One, as defined in the Service Level Agreement);

A.6.2. The TeamTime middleware facilitates data exchange between the TeamTime app and the customer's Interflex System. The TeamTime app enables participation in time tracking or time management via mobile devices running iOS and Android operating systems.

A.6.3. The TeamTime subscription can be operated in conjunction with either an on-premise or a cloud-based/managed services Interflex System.

A.6.4. Contract Term and Payment for the TeamTime Subscription:

- The minimum term of the TeamTime subscription begins on the date specified in the offer;
- Billing is conducted on a calendar-month basis. If the subscription starts mid-month, the partial month at the beginning is not billed, but any partial month at the end of the term is billed in full;
- Subscription fees for the agreed minimum number of users are payable three months in advance;
- After the minimum term, the contractual relationship is automatically extended by 12 months unless a written termination is received at least three months before the end of the term;
- Typically, after 12 months of the subscription term, it is determined whether the customer has exceeded the agreed minimum number of users based on the average monthly maxima. Any excess usage during the past 12 months will be billed to the customer in the following month;

A.6.5. Obligations of the TeamTime Customer:

- Setup and configuration of an OpenAPI REST interface between the Interflex System and the TeamTime middleware;
- Notification to Interflex of the URL and credentials required to access the OpenAPI REST interface;
- Configuration of TeamTime within the Interflex System;
- The customer must ensure that the OpenAPI of their Interflex System is always available to Interflex's TeamTime middleware during the contract term;
- The customer must ensure that the Interflex System is operated in a maintained, TeamTime-compatible state (starting from IF 6040 version 14.1) and has the necessary licenses;
- Enrollment of the TeamTime app for the customer's employees;
- The customer is responsible for the data security of their (on-premise) system.