

The general terms and conditions of Sitasys are divided into the following sections:

A. General Part

B. Sitasys as a seller of hardware

B1. Hardware purchase

B2. System maintenance

C. Sitasys as a provider of services

C1. evalink live Alarm transmission

A. General section

The General Section contains the provisions applicable to all parts of these General Terms and Conditions (GTC).

These terms and conditions apply to all deliveries and services of Sitasys, except for some services which are governed by separate terms (e.g. EVALINK Agreement).

Deviating general terms and conditions of the customer, which Sitasys has not expressly recognized, are irrelevant.

Offers, conclusion of contract and provision of services

Sitasys presents its range of services without obligation on the websites sitasys.com / evalink.io, whereby Sitasys may change the range of services shown there at any time and restrict individual services and/or discontinue or expand their provision.

Contract offers from Sitasys are subject to change without notice. For the conclusion of a contract and the scope of the contractually owed services, only the Sitasys order confirmation is authoritative.

Sitasys reserves the right to make changes to the tools used (e.g. software products), the standards and technologies used, the type of execution and other specifications at any time, as long as these changes do not contradict either the order confirmation or the specification of the customer. Any further changes must be agreed with the Customer, whereby the Customer only opposes such changes if there are substantial reasons for doing so.

Partial deliveries are permissible.

If reference is made in the offer or the order confirmation to documents such as illustrations, drawings, descriptions, the values and representations contained therein can only be understood as approximations unless they are expressly designated as binding.

If Sitasys provides voluntary, free services for the customer beyond the contractual content, these can be discontinued at any time and without prior notice. A claim for reduction, reimbursement or compensation does not result from the discontinuation of such services.

If the customer does not agree with the order confirmation, he must raise objections within a period of 10 days after receipt.

Start of contract

The contract between Sitasys and the customer comes into effect through the confirmation of a customer-specific offer from Sitasys, through the written award of an order by the customer to Sitasys or through the use of a service offered by Sitasys.

Written contracts come into effect on the date of signing or issuing the order confirmation, unless otherwise agreed.

End of contract

Individual contracts for the supply of hardware or software or the provision of a one-off service shall end without further ado upon their proper fulfillment.

Individual contracts for the provision of a continuous service end with the expiry or termination of the contract. Terminations must be made in writing.

Sitasys reserves the right to terminate a contract for good cause at any time without notice.

An important reason for immediate termination of a contract exists for Sitasys in particular if the customer:

a. is likely to be declared bankrupt, has fallen into bankruptcy or the opening of bankruptcy has been rejected due to lack of assets,

b. is in arrears with payment obligations and has been unsuccessfully reminded by setting a grace period of 14 days with the threat of termination of the contract without notice in the event of non-payment,

c. culpably violates legal regulations when using the contractual services or encroaches on the copyrights, industrial property rights or name rights of third parties, or

d. abuses the services of Sitasys in a criminal, illegal or ethically questionable manner.

Provision of services

Sitasys is entitled, unless otherwise agreed, to provide the contractually agreed services itself or in cooperation with third parties or to have them provided entirely by third parties. Sitasys remains responsible in all cases for the fulfillment of the contractual agreements.

Delivery and acceptance

Sitasys fulfills the owed performance by handing over the product or providing the service. A formal acceptance with the participation of both parties only takes place if this has been expressly agreed. Defects that do not exclude the intended use of the work result ("minor defects") do not prevent acceptance.

Products and services are considered accepted if an agreed acceptance is not carried out within 30 days after the agreed acceptance date for reasons beyond Sitasys' control or, in the absence of such an acceptance, within 30 days after delivery. In any case they are considered accepted when the customer uses products or results of services.

Default of acceptance

If the customer does not accept the properly offered service, Sitasys can, after setting a reasonable grace period, either

- a. Continue to adhere to the part of the contract fulfilled to date and claim the compensation agreed for this, but definitively waive the further provision of services.
- b. Withdraw from the entire contract, demand the return of all delivered products and claim damages. This consists of the reduced value of the products and the full contractually agreed compensation for the services already provided.

In addition, Sitasys can in both cases additionally demand a flat-rate compensation for the omitted future services. This shall amount to 50% of the contract value of the products not yet delivered and the services not yet provided. We reserve the right to assert further damages with appropriate proof.

Default of Sitasys

If a bindingly agreed deadline is not met by Sitasys and this delay is caused by Sitasys, the customer sets Sitasys in writing a reasonable grace period of at least 30 days. If this deadline is also not met, Sitasys is in default and the customer may, after written notice, set a further extension:

- a. Continue to insist on fulfilment.
- b. Provided the customer declares it immediately, the subsequent services will be waived.
- c. If the customer declares it immediately and the outstanding service or delivery significantly affects the usability of all services purchased from Sitasys, withdraw from the contract.

Prices and terms of payment

All prices are exclusive of value added tax and any other taxes.

Sitasys is entitled to change its prices at any time. Price changes made after the signing of the contract do not affect individual contracts already concluded for the supply of products. The new prices apply to individual contracts for the provision of services after 3 months' notice, unless the customer declares within 14 days that he no longer wishes to continue the individual contract under the new price conditions.

The new prices shall apply to individual contracts for the provision of services after a 3-month notice period.

Invoices from Sitasys are to be paid within 30 days, subject to special agreement.

Recurring, transaction and periodic provisioning fees are invoiced in advance and are payable within 30 days.

After expiry of the deadline, the customer shall be in default without further ado.

Additional expenditure

The following services can be charged by Sitasys in addition to a contractually agreed compensation based on time and effort:

- a. Services that are not included in the defined scope of services.
- b. Services for the analysis and elimination of malfunctions which are not caused by delivered or maintained components or which are not reproducible (operating errors, incorrect manipulations, unauthorized interventions, effects of third party products, errors in the data material provided by the Customer or third parties, changes to the data stocks

which are not made using the regular and licensed programs of Sitasys).

- c. Services for the repair of malfunctions caused by physical third party influence or force majeure (physical damage by the customer or third parties, power failure, overvoltage, lightning, damage caused by natural forces, animal feed, influences by unusual physical, chemical or electrical stress).
- d. Expenditure that arises because the customer has violated his obligations to cooperate.
- e. expenditure caused by software/virus attacks.

Default of payment by the customer

If the customer is in arrears with the payment of an invoice from Sitasys, Sitasys can claim a default interest of 5%. Furthermore, Sitasys can, after setting a grace period, either

- a. Continue to adhere to the contract, sue for payment of the outstanding debt together with damages caused by delay and refuse further performance of services until proper payment is made.
- b. Continue to adhere to the contract, sue for payment of the outstanding claim and damages for delay and definitely waive further performance of services.
- c. Withdraw from the contract, demand the return of all delivered products and charge the full amount of the contractually agreed compensation for the services already rendered as damages.

In cases "b" and "c" Sitasys can also demand a flat-rate compensation for the omitted future services. This amounts to 50% of the contract value of the products not yet delivered and the services not yet provided. We reserve the right to assert further damages with appropriate proof.

Obligations of the customer to cooperate

The customer must create all conditions within his area of responsibility that Sitasys can provide the services owed. The customer is in particular responsible for the following areas:

- a. Contact persons and project management: Designation of expert and decision-making contact persons in the customer's company and, if required, designation of a customer project manager; release of these persons for project tasks to the extent required;
- b. Education: Training of employees in relation to the contract products; provision of general user knowledge and, if necessary, training of superusers;
- c. Fault and error messages: Immediate information on the occurrence of faults and errors in the form specified by Sitasys; description and documentation of the faults occurring as accurately as possible;
- d. Data responsibility: provision of the data to be processed; data input; data transfer and recovery; responsibility for data integrity and compliance with data protection regulations;
- e. Data backup: Execution and control of the data backup, secure storage of the backup;
- f. Instructions for use: Compliance with the instructions for use specified by Sitasys or the manufacturers; careful handling and external cleaning of the contractual products;
- g. Sitasys support: Assist with work on the client's premises as directed by Sitasys, performing the work assigned to the client by Sitasys;
- h. Interfaces: Definition and programming of the interfaces to be implemented by the customer;
- i. Communication: Provision and securing of data communication, Internet and telecommunications connection; administration of the interface with the corresponding providers; maintenance of the technical equipment to be installed by the customer for remote maintenance;

- j. Acceptance and examination obligations: Acceptance of offered services and products, testing of delivered services and products immediately after delivery, cooperation in system tests, execution of acceptance tests.

Reservation of ownership and rights of use

Sitasys retains ownership of the delivered products/services until full payment of all claims of the customer.

The retention of title also applies until all, including future and conditional claims from the business relationship between the buyer and Sitasys are fulfilled.

For the duration of the contract, customers are granted the non-transferable, non-exclusive right to use and exploit the service or product. All rights to existing intellectual property or intellectual property arising from the fulfilment of the contract with regard to the services or products of Sitasys (e.g. programs, templates, data, brands, patents, copyrights etc.) remain with Sitasys or with third parties employed by Sitasys.

Exclusion of warranty in the event of personal fault

Arbitrary rectification of defects by the customer or by third parties is excluded. If the customer treats hardware or software products improperly, modifies or repairs them himself or has such actions carried out by third parties not authorized by Sitasys, he loses all warranty and liability claims. Furthermore, Sitasys can charge the additional effort caused by this to the valid conditions.

Authorisation

If the customer uses products and work results productively, such services shall in any case be deemed approved if no written notification of defects is made within 30 days of acceptance or, in the absence of such a notification, within 30 days of delivery. Excluded are defects which could not be detected even with proper inspection. Such defects can be claimed until the proper expiry of the warranty period.

Liability

Sitasys is liable for personal injury and property damage up to the price of the defective product or service. In the case of recurring services (maintenance etc.), an annual fee is considered the price of the service. For auxiliary persons as well as for financial losses such as loss of profit, unrealized savings, own expenses of the customer, recourse claims of third parties, damages caused by delay, damages resulting from data loss and data damage, damages resulting from the commercial use of the products and for costs resulting from the involvement of third parties, any liability is excluded to the extent permitted by law.

Exclusion of offsetting

The customer can only offset counterclaims with claims from Sitasys which have been accepted by Sitasys in writing.

Securities

The granting of a licence for use is subject to full payment of the licence fees. If the customer fails to pay the license fees, he/she loses all rights of use of the unpaid software after a one-time written reminder and is obligated to delete all copies of the software and return data carriers and documentation to Sitasys.

Confidentiality

All contracting parties shall treat all information as confidential which is neither generally known nor generally accessible. In particular, information on know-how and

programme design. In case of doubt, information must be treated confidentially.

The obligation to maintain secrecy already exists before the conclusion of the contract and continues beyond the termination of the contract as long as the data or information concerned has not been published.

Sitasys undertakes not to allow its employees, consultants or other third parties to view the customer data not intended for publication. Should this nevertheless be necessary for technical reasons, the persons concerned are obliged to maintain equally strict confidentiality. This also applies if Sitasys, with the permission of a customer, uses third party companies to fulfill the contract.

Final provisions

Swiss law is applicable, excluding the provisions of the Vienna Convention on Contracts for the International Sale of Goods.

Should certain points not be regulated or individual provisions of these terms and conditions be invalid, the contract shall nevertheless remain in force. The unregulated or ineffective points are to be replaced by an agreement which is in accordance with the law and as close as possible to the will of both parties.

Exclusive place of jurisdiction is the statutory seat of the Sitasys company listed in the individual contract.

B. Sitasys Hardware

B1. Hardware purchase

Subject of the contract

Sitasys sells the customer the hardware products specified in the individual contract.

Deliveries

Sitasys delivers hardware ex works (Incoterms) Switzerland.

Prices

The customer undertakes to pay the purchase price specified in the individual contract. The purchase price will be invoiced by Sitasys after conclusion of the contract.

Warranty

In order to safeguard his rights in respect of defects, the customer shall inspect the hardware products delivered to him immediately after delivery and shall notify any defects immediately in writing. Unless otherwise agreed in writing, the warranty period is 24 months. Sitasys assumes the defined product warranty period for delivered hardware products from the respective manufacturer. This starts with the invoice date of the Sitasys.

B2. System maintenance

The services provided by Sitasys relate exclusively to the delivered and paid components.

If this is software, Sitasys can require the customer to use the latest release delivered by the manufacturer and to procure new paid versions.

If it is hardware, Sitasys can make the provision of services dependent on the manufacturer providing support for the products and spare parts.

If these requirements are not met, Sitasys can stop services for the affected components at any time after a notice of 1 month.

Third party costs

If Sitasys has to use the support of third parties (manufacturers etc.) in the provision of its services, because interventions or spare parts are necessary for troubleshooting, the resulting costs can be charged as third party costs.

Warranty

Sitasys is committed to the careful provision of its services. However, Sitasys cannot guarantee that the contractual products can be used uninterruptedly and error-free in all desired combinations, with any hardware and software products and data.

C. Sitasys Services

C1. evalink live Alarm transmission

Subject of the contract

Sitasys offers with evalink a service for secure alarm transmission. This service may include the following non-exclusive services:

- a. Alarm and/or message transmission from an alarm system to public and/or private alarm receiving centre.
- b. Services of an alarm receiving centre for alarm reception and processing
- c. Rent or purchase of an alarm transmission device.
- d. Monitoring the connection of the alarm transmission device.
- e. M2M-SIM card for mobile radio connection.

Costs

The evalink service is to be compensated with service costs, which are invoiced to the customer annually in advance.

This does not include any fees charged by the police, fire brigade or private alarm receiving centre in connection with the receipt of alarms or messages from the alarm system, e.g. for additional interventions. Unless they are included in the selected evalink service.

The service costs also do not include any mutations, changes and extensions to the customer's IT infrastructure and the repair of faults by the responsible installation company.

The service costs can be changed by Sitasys with 3 months notice. Should the customer be significantly disadvantaged by this change, he is entitled to terminate the service contract as of the effective date of the new prices. Changes in relevant tax or duty rates entitle Sitasys to adjust the service costs as of the effective date of the changes.

Unless otherwise agreed, the installation services will be invoiced separately by the installation company.

Terms of payment

The payment obligation begins with the activation of the evalink service.

The service fees and one-time fees are invoiced after activation of Sitasys and are payable within 30 days of the invoice date.

The service fees are invoiced annually in advance.

Term of contract

The service contract is concluded for one year from the date of activation. Thereafter, it shall be tacitly renewed for a further year in each case, unless one of the parties terminates the contract in writing, giving three months' notice. Sitasys is entitled to unilaterally terminate the service contract with a notice period of 3 months at the end of a month if the respective network provider no longer provides the transmission medium. The customer has no right to compensation in this respect. The right to terminate this service contract without notice for important reasons is reserved. If the service contract is terminated or expires, any removal of the terminal device shall be at the expense of the customer. If a rental device was provided by Sitasys, this must be sent to Sitasys within 30 days after the end of the contract.

Updates and software download

Sitasys reserves the right to access the alarm transmission device remotely and to perform updates, resets or other urgent maintenance.

Upon written request, the customer may waive the possibility of such updates in accordance with the previous sentence. If, as a consequence, on-site interventions are required (e.g. to manually update the alarm transmission device), the customer shall bear the costs incurred.

Warranty

Sitasys provides the services with due care. However, Sitasys cannot guarantee that its services will function completely without interruption or interference, or for specific transmission times and capacities, or for absolute protection of signal transmission against unauthorized access. In addition, Sitasys does not guarantee the uninterrupted and trouble-free functioning of the data networks used (Internet/telecommunications) for alarm transmission.