

## General terms and conditions for the sale or rental of terminal devices as well as the fee for alarm transmission via EVALink®Live

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### 1 Scope of application and validity

These general terms and conditions of Sitasys AG (hereinafter "Sitasys") regulate the conclusion, content and execution of contracts with customers. These general terms and conditions may be referred to as a framework agreement as well as individual contracts. These general terms and conditions are then considered an integral part of the respective contracts. Individual contracts refer to those contracts that establish specific performance obligations between the parties. Insofar as "contracts" are referred to hereinafter, this shall refer to a possible framework agreement and the individual contracts. These general terms and conditions are binding for the tender submitted by Sitasys. Following the order, they shall apply for the corresponding order. Written individual agreements take precedence over these general terms and conditions. Any other conditions of the customer are only valid if they have been explicitly accepted in writing by Sitasys.

### 2 Validity of the offer

If offers do not contain any other deadline, Sitasys remains bound for a duration of 30 days from the date of issue of the offer.

### 3 Order

An offer is accepted when the customer declares that it is accepted. A contract is first concluded once Sitasys has confirmed acceptance to the customer in writing. If the customer desires changes be made to the order confirmation from Sitasys, then these must be mutually agreed upon in writing.

### 4 Deadlines

Sitasys is obligated to comply with the deadlines set out in the contract under the requirement that the customer maintains his contractual obligations (payment obligations, advance payment obligations, etc.). The deadlines will be adequately postponed if obstacles occur that are outside of the control of Sitasys, such as natural events, mobilisation, war, riots, epidemics, strikes and official measures. The deadlines are also postponed if Sitasys does not send the information that is necessary to execute the order in due time or if the customer makes subsequent amendments that cause a delay. In the event of delayed delivery, the customer has no right to withdraw from the contract. The claims for damages shall be governed by clause 15.

### 5 Subject matter of the contract

These terms and conditions regulate the sale of Sitasys ipTNA terminal devices, including operating software, the operating software installed on hardware of third party manufacturers as well as the sale of operating software only to be installed on a computer of the buyer to the customer, as well as the provision of various services for secure alarm transmission.

### 6 Sitasys service

#### 6.1 Scope of delivery or performance

The exact scope and execution of delivery or service is defined in detail in the contract and its appendices. Installation, instruction, maintenance or support services are also to be agreed separately if necessary. Contract conditions and the resulting added or reduced costs or adjustment of contractual deadlines require the written form.

#### 6.2 Documentation

Sitasys provides the customer with the agreed documentation electronically or in paper form together with the hardware (including associated operating software).

#### 6.3 Place of performance

Unless otherwise provided, the place of fulfilment both for Sitasys as well as for the customer is the registered office of Sitasys in Langendorf.

If Sitasys also undertakes the assembly or installation, then the site of assembly shall be considered the place of fulfilment only with regard to the assembly obligations.

#### 6.4 Benefits and risks

Unless expressly agreed otherwise, the benefits and risks at the time of delivery (EXW Incoterms 2010) shall be transferred to the customer.

#### 6.5 Advancements and service changes

Sitasys reserves the right to make advancements and service changes (e.g. by using new or other technologies, systems, procedures or standards) after contract conclusion as part of technological progress and service optimization).

### 7 Customer obligations to co-operate

The customer supports the system installer with the installation services in all matters. The customer shall guarantee the system installer access to the premises on the agreed date to the required extent and at normal working hours. If the customer requests additional services from the system installer or services outside of the normal working hours, these are to be remunerated separately. The customer shall also provide the system installer with all necessary information and documents.

In the event that work must be undertaken directly at or on the customer's system after the performed installation services for technical reasons, Sitasys or its subcontractors shall grant a corresponding right of access or authorisation. The associated costs are borne by the customer.

The customer further agrees to install and use the end devices exclusively according to the specifications in the supplied documentation (in paper form or in digital form).

The customer shall in particular provide specialized staff in due time, to the appropriate extent and with sufficient qualifications in order to render all of the services to be provided by the customer in the context of the contract and in order to independently give the information to be provided to Sitasys in a timely manner. Any training of customer employees required to provide the service is the customer's responsibility.

The customer is responsible for the provision of suitable connections of EVALink® to the data and telecommunications networks (LAN, xDSL, ISDN, GSM etc.). The costs for these necessary connections are borne by the customer. The client-side connection to the Internet is the responsibility of the customer. This is not part of the service contract. If a mobile subscription is required and if Sitasys bears the costs for this, Sitasys shall give the customer the corresponding general terms and conditions for the mobile subscription, which shall also apply to the relationship between Sitasys and the customer. The

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customer is made aware that the non-availability of these connections, e.g. as a result of termination, disconnection or disruption of these connections results in the interruption of alarm transmission.

When using the service of Sitasys, the customer is obliged to comply with the general terms and conditions, the other contract provisions as well as these legal regulations. If faults or damages occur to the infrastructure of the respective network provider because of equipment or its use, this network provider is entitled to shut down the connection to the transmission grid. Sitasys is entitled to claim the damage caused to the detriment of the network provider or Sitasys directly from the customer.

Disruptions in system availability must be reported by the customer immediately upon discovery. Prior to the fault message, the customers must check their area of responsibility.

The customer is obliged to report changes to his address data to Sitasys immediately.

Other obligations to cooperate of the customer may be listed in the offer or individual contract.

### 8 Rights to hardware and software as well as the accompanying documentation

The intellectual property of the hardware and software provided by Sitasys, including their modifications, as well as the property of the documentation belongs to Sitasys or their subcontractors, regardless of their protectability. The customer receives the right to use the supplied hardware and software and the transferred documentation according to these general terms and conditions as well as any service contract and any accompanying licence conditions. Unless specified otherwise, all program parts (software) are submitted in the form of a user licence. After full payment of the total compensation, the customer has the non-exclusive, non-transferable right of use to the software without the right to granting sub-licences. The content and scope of any rights of use of software and other intellectual property of third party manufacturers / licensors shall be governed by the licence conditions of the respective third party manufacturer / licensor. All other rights, especially copyrights with all emanating authorisations, remain fully with Sitasys or – for third-party software – with the corresponding manufacturer. The same also applies to all other works created as a part of this contract (such as evaluations, program documents and the like in written and/or machine-readable form).

Unless agreed expressly otherwise, the customer is not authorised: (a) to rebuild or have rebuilt the supplied hardware or parts of it; or (b) to duplicate the supplied software or to make it accessible to third parties; or (c) to copy, publish or have copied or published the associated documentation. These obligations and rights are to be bound to third parties for a transfer of the system.

### 9 Data protection, data security

#### 9.1 Data protection

Sitasys as well as the customer are obligated to commit their employees, assistants and engaged third parties to adhere to the provisions of the Federal Data Protection Act at all times as well as Sitasys and the customer themselves. This obligation also includes taking the necessary technical and organisational security measures. The customer shall ensure compliance with the relevant regulations by his employees and third parties who use his offerings and systems. The customer is responsible for informing persons concerned regarding the processing of the data that affects them and possibly to obtain the permits necessary for this purpose (including the authorisation to transfer the data processing to Sitasys, should such a service be provided). Sitasys collects, saves and processes only data that is required for the provision of services and for the safety of operation and infrastructure as well as for invoicing.

If a service of Sitasys is provided together with third parties, or if the customer obtains services or data from third parties as a part of the cooperation, Sitasys may pass on data about the customer or their contract partners to third parties, provided this is necessary for contract fulfilment or invoicing. In compliance with the relevant statutory provisions, Sitasys is also entitled to transmit this data abroad if necessary for this purpose. When handling data, Sitasys shall adhere to the applicable legislation. With regard to the data of third parties transferred to Sitasys by the customer, the customer in particular has no final power of disposition and authority to issue directives and Sitasys is, under certain circumstances, entitled to refuse him access to this data.

#### 9.2 Data Safety

Sitasys cannot guarantee the confidentiality of messages and documents that are transmitted over the Internet. However, Sitasys ensures it will take all technically possible and reasonable measures to guarantee data security insofar as is possible.

#### 9.3 Update and software download

Sitasys reserves the right to access the terminal device by remote access and to implement updates, resets or other pressing maintenance work.

On written request, the customer may waive the possibility of such updates according to the preceding sentence. If applications on site are required as a consequence (e.g. in order to update the terminal device manually), the customer shall bear the costs arising from this.

### 10 Prices and terms of payment

#### 10.1 Prices

Unless agreed otherwise, all prices are net prices in Swiss francs (CHF), excluding VAT and inflation. Inflation adjustments take place according to the Swiss national index of consumer prices, sub-index "private services". The starting point is the index level at the time of the tendering. Other price changes are only possible by mutual written agreement.

#### 10.2 Costs

The installation services are charged separately by the system installer.

The alarm and fault transmission is to be compensated with service costs that are billed to the customer annually in advance. Not included in these service costs are namely any fees claimed by police, fire department or private alarm reception stations for additional interventions in connection with the receipt of alarms or messages from the alarm system as well as the return of commands to the alarm system. These services are the object of customer contracts with third parties. Also not included in the service costs are namely any criteria mutations, reprogramming of the telephone network or modifications and enhancements to the customer's IT infrastructure, the installation of alarm transmission to a different connection as well as fault rectification carried out by the competent system installation company.

The service costs may be changed by Sitasys subject to a term of 3 months. If the customer should be considerably disadvantaged by this change, the customer is entitled to terminate the service contract through the introduction of new prices. The changes to relevant tax or fiscal charges entitles Sitasys to adjust the service costs by the entry into force of changes.

#### 10.3 Terms of payment / late payment

- Unless agreed otherwise, the customer shall settle every invoice from Sitasys within 30 days from the billing date according to the contractually agreed payment schedule.

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- The payments are then to be made by the customer if he makes warranty claims or if the deliveries or services are delayed for reasons for which Sitasys is not responsible.
- If the customer does not adhere to the agreed terms of payment, the customer shall pay a default interest from the time of the agreed due date without a reminder, which is subject to the usual interest rate conditions at the domicile of the customer, but at least 5% of the respective discount rate of the Swiss National Bank. The claim of additional damage is reserved.

### 11 Contract duration

The service contract is concluded for the remainder of the interrupted calendar year and for at least another year. Thereafter, it shall be extended implicitly by another calendar year, provided one of the parties does not terminate in writing by the end of the year while complying with a three-month term of notice. Sitasys is entitled to unilaterally dissolve the service contract with a term of notice of 3 months from the end of a month, provided the respective network provider no longer provides the transmission medium. The customer has no right to compensation in this regard. The right to immediately dissolve this service contract remains preserved for important reasons. Upon termination or expiry of the service contract, any disassembly of the end device is charged to the customer. If a rental device was provided by Sitasys, this is to be sent back to Sitasys within 30 days after the contract end.

### 12 Retention of Title

The supplied objects remain the property of Sitasys until the agreed price has been paid with all additional costs and interest. They may not be pawned or sold until that time, nor rented without a permit. In the event of a rental by the customer, Sitasys retains all property rights at all times. Sitasys is authorised to enter the retention of title in the property register at the customer's residence. Furthermore, the customer is obligated to immediately notify Sitasys if he changes his domicile or place of business or if third parties make claims to the objects supplied under retention of title.

### 13 Acceptance

The readiness for acceptance is available following proper commissioning and handover of the alarm transmission. The acceptance by the customer takes place by signing the report or at least 2 weeks following commissioning of the alarm transmission. Any defects are to be reported to Sitasys in writing. The rectification of defects is then requested by Sitasys as quickly as possible from the competent system installer. The customer shall provide the time and opportunity required for improvement here. If defective parts are replaced here, the replaced defective parts shall become the property of Sitasys.

If only minor defects are found during the acceptance test, especially those that do not significantly impair the operational reliability, then the customer may not refuse acceptance.

On the other hand, if significant defects are found, the system installer commissioned by Sitasys shall, following their rectification (for which the customer is granted a reasonable grace period) again ensure the readiness for acceptance according to the acceptance regulation in the first section, paragraph 13.

If the defects that become evident during the repeated acceptance testing or during the warranty period mentioned in section 14.2 cannot be rectified within a reasonable time period and if they are so severe that the installation is not feasible for the agreed purpose or is only useful to a considerably impaired degree, then the customer has the right to either

- a) demand a reasonable reduction of the agreed price for the installation or
- b) to refuse acceptance of the defective part, or if participation is not economically reasonable, to rescind from the service contract. In this case, Sitasys may only be obliged to reimburse those amounts that Sitasys has been paid from the customer for non-accepted installation services.

Due to errors or defects of any kinds, the customer does not have any rights and claims except for those expressly named in this and the following section.

### 14 Warranty

#### 14.1 General

The statutory warranty rules apply provided these terms and conditions do not deviate from them. With regard to third party products and software, there may be some deviating warranty rules. The customer accepts the warranty regulations of the respective manufacturer. Sitasys only guarantees that their products have the properties agreed in writing. An additional warranty does not exist.

#### 14.2 Warranty period

The duration of the warranty is 24 months after delivery or (if an installation or acceptance is agreed) after installation or acceptance. Shorter deadlines for third party manufacturer products and software are reserved. For such third party manufacturer products, the warranties of the third party manufacturer shall exclusively apply. Sitasys does not make its own warranty obligation for such products. However, Sitasys strives to negotiate the best possible warranty conditions for the customer from the third party manufacturer.

#### 14.3 Extent of warranty

Defects that result as a result of improper use or handling, improper or unauthorised interventions, natural wear, improper maintenance or other reasons for which Sitasys is not responsible are excluded from the warranty. All warranties are excluded for operating and consumable materials, such as batteries and accumulators. The warranty also does not apply if the customer or third party make changes or repairs without written approval from Sitasys or if the customer does not take immediate appropriate measures so that the damage is minimised.

Sitasys can in particular not assume any warranty that their supplied hardware and software can be used continuously and without errors in all combinations desired by the customer, with any data, computer systems and programmes, nor that the correction of a bug will rule out the occurrence of other bugs.

Excluded from the warranty are defects that are not due to circumstances for which Sitasys is responsible, such as in particular, but not limited to:

- Interventions into the programme by the customer or third party;
- Interventions by a foreign power unit or by machines and programmes not supplied by Sitasys;
- Operating error by the customer or third parties.

Unless expressly agreed otherwise in the contract, all open source components are provided on an "as is" basis and Sitasys assumes no responsibility for the use or distribution of open source components or products. Sitasys expressly does not assume any warranty for any representations (regardless of whether

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the same expressly, implied, oral, written or referencing legal provisions) of open source components or products. In particular, any warranty of Sitasys regarding any assurances or representations of merchantability, suitability for a certain purpose, system integration capability, accuracy of data, title or non-infringement of rights of third parties for open source components or products is completely excluded. For the delivery of software on third party products or software for installation on a computer of the customer, Sitasys assumes no warranty for defects from an incorrect installation or commissioning of the supplied software with respect to the software installed on the third party product.

### 14.4 Warranty claims

If no specific acceptance procedure has been agreed upon, the customer shall check the ordered object within 14 days after delivery. If installed by Sitasys, the term first begins after successful installation. The customer must notify Sitasys of identified defects within 24 hours. The reporting of the error must take place properly in a manner that is understandably documented for Sitasys. If the customer neglects the test and/or display, then the products are considered free of defects in all functions and the delivery is approved. If defects occur during the warranty period and these are reproved in writing in due time, then these are (at the option of Sitasys) either rectified or the defective product is replaced by a product of equivalent value. A conversion or reduction is excluded. Replaced parts shall become the property of Sitasys.

The customer shall give Sitasys a reasonable time period to rectify the defects.

The suburb, packaging and delivery costs shall be borne by the customer. Material, labour and return costs shall be borne by Sitasys. In the event of software defects, Sitasys shall bear the return costs of the corrected software version. All costs of the customer on site (for example for installation, copying and downloading) shall be borne by the customer. On the occasion of the defect rectification, if it should turn out that no warranty case exists, then all costs shall be borne by the customer in accordance with the conditions of the respective valid service price list of Sitasys.

Warranty claims shall be processed within a reasonable time period on regular business days during the Sitasys operating hours. Extended warranty periods as well as extended service and response times can be agreed with separate maintenance contracts. Existing hardware and software that is reused or continued to be used for investment reasons is excluded from this reason.

### 15 Liability

Sitasys is liable to the customer for evidenced damage for which Sitasys is responsible per event up to the amount of the purchase price, but at a maximum amount of CHF 20,000.00. Any further liability is expressly excluded, if legally permissible. In any case, liability of Sitasys for indirect and indirect damages, especially consequential damages, lost profits, unrealised savings, additional expenditures for the customer, claims by third parties, etc., is excluded. If the relevant regulations of third party manufacturers provide further liability limits, Sitasys is liable for such third party products, excluding and a maximum within the scope of this reduced liability of the third party manufacturer.

The customer himself is responsible for the sufficient backup of the data and programmes on his devices. Sitasys is not liable under no circumstances for the damage or loss of data or programmes that are on the devices to be repaired.

### 16 Final provisions

#### 16.1 Transfer of rights and obligations

The customer is not entitled without prior written approval from Sitasys to transfer to third parties rights and obligations from the contractual relationship existing between the customer and Sitasys.

Sitasys reserves the right to have its obligations from this contract performed by appropriate third parties without the consent of the customer.

#### 16.2 Invalidity

The invalidity of individual provisions shall not affect the validity of the remaining provisions. The contract parties undertake to replace ineffective provisions with new provisions that come closest to the economic purpose of the contract.

#### 16.3 Court of jurisdiction

The court of jurisdiction is **Solothurn (Switzerland)**. Sitasys is entitled to prosecute the customer at their domicile.

#### 16.4 Applicable law

The legal relationship between Sitasys and the customer is subject to Swiss law. The same also applies to the present general terms and conditions. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 is explicitly excluded.