

DROOPLE | GENERAL TERMS AND CONDITIONS

These general terms and conditions (**GTC**) form together with any signed contract, order form or subscription form referencing them (an **Order Form**) and any annex or schedule thereto a legal agreement (**Agreement**) between Droople SA (CHE-409.127.471), Route du Verney 18, 1070 Puidoux, Switzerland (**Droople**) and any customer of Droople mentioned in an Order Form (the **Customer**, together with Droople the **Parties**) in relation to the purchase of Products, as well as the use by Customer of the Software, the Droople application available without limitation on public application stores (the **Application**) and all Services provided by Droople in relation thereto.

1. Scope**1.1 Scope.** These GTC apply to:

- a) the rights and obligations of Customer with respect to the use of the Software and the Application, with the functionalities as specified in the Order Form and the content displayed on thereon (the **Content**), including such Content generated through Customer's use thereof (the **Licensed Products**)
- b) the provision of all Licensed Products, Products and Services by Droople;
- c) the purchase of any Product by Customer;
- d) the provision of related Service by Droople to Customer.

Any general terms and conditions or other commercial terms and conditions of Customer are expressly waived and shall not apply.

1.2 Offers. Offers made by Droople that are to be accepted within a fixed acceptance period shall be valid until the expiry of that period and Droople shall be released from its offer if it has not received acceptance before the expiry of that period. Offers made without a fixed acceptance period are not binding on Droople and may be modified at any time without notice to their recipients.**1.3 Acceptance.** An Agreement between Droople and a Customer shall be deemed to have been entered into if Customer has returned a signed copy of these GTC, any Order Form, quotation, contracting document, or any equivalent document.**2. Obligations of Droople****2.1 In general.** Subject to Customer's compliance with all its contractual obligations, in particular the timely payment of all due amounts, Droople shall provide the Products, Software and Services in accordance with one or more Agreements.**2.2 Diligence.** Droople shall only be bound by an obligation of means under any Agreement for the supply of Licensed Products and/or Services. Droople shall supply the Licensed Products and/or Services in accordance with standard professional practice, with care and diligence required from a supplier of similar services. Training, technical support or consulting services do not place Droople under an obligation of result.**3. Licensed Products****3.1 License.** Subject to Customer's compliance with all terms and conditions of these GTC, in particular its payment of the applicable Fees in accordance with Section 8, Droople grants to Customer during the Term a limited, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the Licensed Products and/or Software strictly in accordance with the Instructions for Use, on its own behalf and for its own benefit.**3.2 Terms of Use and Privacy Notice.** Access to and use of the Licensed Products is subject to prior acceptance of their terms of use and privacy notice, in their form available from time to time on the Application (**End-user Documentation**). Customer shall comply – and shall cause its end-users to comply – with the End-User Documentation. Customer shall further comply with any additional guidelines which may be issued by Droople from time to time in relation to the use of the Services.**3.3 Hardware.** Software and/or other Licensed Products delivered with or integrated in hardware products may solely be used in conjunction with such hardware products.**3.4 Restrictions of use.** Customer shall use the Licensed Products and Services for its own use, or if it is a legal entity through its own employees, agents and/or duly authorised representatives only for its own business purposes. Customer shall take appropriate steps to ensure compliance with these GTC by such users. Customer is expressly prohibited from using the Services on behalf or for the benefit of any third-parties, or to sublicense the Services to any third parties.**3.5 No delivery.** The Licensed Products are provided as a SaaS offering (Software as a Service). Droople shall therefore only grant to Customer a right to access and use the Licensed Products and shall not deliver any copy thereof, or any copy of the Content or any APIs.**3.6 User credentials.** If Droople issues user credentials on a named user basis, such user credentials shall be used exclusively by the individuals for which they have been issued, on behalf and for the benefit of Customer. If user credentials are issued to Customer without specifying the individual users, such user credentials may be used by any authorised user, strictly on behalf and for the benefit of Customer.

- 3.7 Confidentiality. Customer shall be fully responsible for the confidentiality of any user credentials issued by Droople and shall immediately inform Droople of any loss or unauthorized disclosure of such user credentials, which shall then be deactivated and replaced by Droople. Droople may charge an appropriate fee for the replacement of any user credentials. If applicable, Customer shall immediately notify Droople if any named user for whom Droople has issued user credentials quits Customer's organization.

4. Availability and Maintenance

- 4.1 Availability. Droople shall use reasonable endeavours to maintain the availability of the Licensed Products. Droople however does not guarantee their availability.
- 4.2 Maintenance. As part of providing the Licensed Products, Droople shall seek to identify and attempt to resolve problems which may negatively affect the proper functioning and availability of the Licensed Products or Software (the **Maintenance Services**). Such Maintenance Services comprise repairs (rectification of faults and errors to restore functionality). Further development, adaptation, or improvement of the Services (evolutive maintenance), as well as support Services, do not form part of the Maintenance Services.
- 4.3 No evolutive maintenance. Droople shall not assume any obligation to carry out further developments and specific projects, for instance improvement and adaptation of the Licensed Products or other developments (evolutive maintenance).
- 4.4 Technical disclaimer. Customer acknowledges that the Licensed Products and software in general are not Error-free and the existence of such Errors in the Licensed Products shall not as such constitute a breach of the Agreement. To the extent permitted by applicable law, Droople expressly disclaims any warranty in respect of any Error arising due to, required or necessary as a result of: i) accidents, faulty electricity supply or incorrect handling by Customer or third parties, (ii) Errors resulting from the use of the Licensed Products other than in accordance with the Agreement or any instructions given by Droople to Client or for a purpose for which it was not designed, (iii) operator caused Errors, (iv) Errors resulting from modification or enhancement of the Licensed Products by Client (v) faults, defects or errors in any of Clients' hardware or software used in conjunction with the Licensed Products, (vi) Errors resulting from Clients failure to implement Droople's recommendations in respect of, or solutions to faults, (vii) Errors resulting from any repair, adjustment, alteration or modification of the Licensed Products by a third party without Droople's prior written consent or (viii) force majeure events.

5. Support Services

- 5.1 Support Services. To the extent expressly set forth in a separate Agreement, Droople may provide support Services to Customer, subject to payment by Customer of the corresponding Fee (the **Support Services**).
- 5.2 Support Requests. If Support Services have been agreed, Customer may request support by Droople for the Licensed Products regarding any Errors of the Licensed Products by way of submitting a support request to Droople either (i) in writing, (ii) by e-mail to the following address: support@droople.com or (iii) electronically by the embedded tool of the Licensed Products or any other support tool officially introduced by Droople for the purposes of the Licensed Products (the **Support Request**).
- 5.3 Each Support Request shall include a description of the problem, the start time of the incident and include the following:
- a) All related evidence, such as screenshots, log files, error files, sample output and other data, documents, information etc., of or caused by any defects of the Licensed Products, as required by Droople; and
 - b) Customer's granting to Droople of remote access to Customer's computer networks and the live screens of the impacted Authorised Users as well as telecommunication, electricity supply and other facilities for Licensed Products testing and diagnosis by Droople;
- all to the extent, which is necessary or advisable, in the sole discretion of Droople, to assist Droople to reproduce operating conditions similar to those present when Customer detected the relevant Error, or to respond to the relevant Support Request. Customer shall further grant or have granted Droople all support required by Droople through Customer's own IT service providers.
- 5.4 Support Times. If Support Services are provided by Droople, Customer shall have the opportunity to reach Droople through such Support Requests during Business Days from 09:00 am to 05:00 pm CET (the **Business Hours**). If any Support Request is made to Droople outside of such Business Hours, Droople shall take note of such Support Request notification at the beginning of the next Business Hour time slot.
- 5.5 Response Times. Upon receipt by Droople of a Support Request during its normal Business Hours, Droople shall assign a support job number to such request, assign a severity level to it and shall make its best efforts to respond within the response times and the support service standards defined in the separate Agreement.
- #### 6. Additional Services
- 6.1 Provision. Droople shall provide any Service agreed between the Parties on a best-efforts basis, in accordance with standard professional

practice. In no event shall Droople be placed under an obligation of result in relation to the provision of Services.

- 6.2 Installation. Customer is solely responsible for the installation of the Products or the setting up of the Licensed Products. Droople may provide installation services to Customer and assist Customer in the installation of the Products or in the setting up of Licensed Products.
- 6.3 Requirements. If Droople shall provide installation or setting up services, Customer undertakes to fulfil in any event and at its expense the conditions necessary for a proper installation by Droople, as indicated by Droople, before such installation takes places.
- 6.4 Training. Customer is solely responsible for adequate further training of its personnel in how to use the Products, Licensed Products or infrastructure on/with which they are installed and/or used. Droople may provide training services subject to a fee or if provided for in a separate agreement.

7. Products

- 7.1 Delivery. All Products shall be delivered DAP (delivered at place), according to Incoterms 2021. Delivery times and dates shall not be binding to Droople and Droople shall be entitled to make partial deliveries. Any taxes shall be borne by Customer.
- 7.2 Delivery times. Unless otherwise agreed in writing, Delivery times and dates shall not be binding to Droople and are given for information purposes only. Droople shall be entitled to make partial Deliveries.
- 7.3 Inspection. Customer is responsible for inspecting all Products within 15 days from their delivery and shall notify immediately Droople in writing of any Major Defects which are discoverable on a visual inspection. Defects that are not discoverable on a visual inspection shall be reported to Droople in writing within 15 days of their discovery. In the absence of any such timely notice, the Products shall be deemed irrevocably accepted and any such later claims shall be deemed waived.
- 7.4 Warranty on Products. Droople warrants to Customer that any Products manufactured by Droople that are sold to Customer shall be free from Major Defects in Product and workmanship as may be required for normal use for a warranty period of 2 years following the Delivery of such Products. Droople's sole liability under the warranty on the Products shall be, at Droople's option, to either (i) replace or repair the defective Product(s) or (ii) refund or credit the Fee(s) to Customer. This Section 7.4 sets forth Customer's exclusive remedy for a Defect and is subject to timely notice in accordance with Section 7.3. Any oral or written statement concerning the Products inconsistent with the limited warranty set forth

herein or in the relevant Agreement shall be of no force or effect. **This warranty covers Products exclusively and is contingent on Customer's payment in full of the applicable Fees.**

- 7.5 No extension. A replacement or repair of Products in accordance with Section 7.4 above, shall under no circumstances give rise to a new warranty period, or an extension or suspension of the initial warranty period set forth in Section 7.4 above. Droople shall acquire ownership of all replaced Products. The warranty is likewise not extended for periods in which the Products are not used.
- 7.6 Limitation. Droople shall have no warranty obligation whatsoever with respect to any damage to Products caused by or associated with: (i) usage not in accordance with the Instructions for Use; (ii) abuse, misuse, neglect, improper maintenance or storage, accident, vandalism, or the negligence of any party other than Droople; (iii) external causes, including natural disasters, acts of God, power failure, cosmetic damage or melting; (iv) use of unauthorised third party consumables and accessories with the Products; or (v) modifications or alterations to Products not expressly authorised in writing by Droople (including without limitation any modifications to any software programs that are embedded in the Products).

8. Financial Terms

- 8.1 Fees. Customer shall pay all price(s) and/or fee(s) indicated in an Order Form or by any other appropriate means by Droople (e.g., pricing schedules provided to Customer) (the **Fees**). The Fees can include without limitation license fees for Software or Licensed Products, service fees for Services, and purchase price for the acquisition of Products, as well as any additional fee for any additional services agreed by the Parties and not included in the Agreement.
- 8.2 One-time Fees. In case of one-time Fees, Droople' invoices are due and payable within 30 days of their issue date.
- 8.3 Recurring Fees. In case of recurring Fees, Droople shall send its invoices to Customer on a regular basis, before the beginning of the period covered by the invoice, for payment before the beginning of such period. Paid invoices are non-refundable, except as provided in Sections 7.4 and 9.
- 8.4 Currency and taxes. All payments shall be made in the currency quoted and on the bank account mentioned by Droople in its invoice. Fees and rates indicated by Droople shall be exclusive of all taxes (in particular, VAT) if and as applicable. Any applicable taxes or bank charges shall be borne by Customer.
- 8.5 Disbursement. Payment shall be considered received by Droople on the day the amount of the

invoice is credited to Droople' bank account. Payments received regularly shall be offset with the oldest debt and Customer is not entitled to withhold and/or offset any amounts owed.

- 8.6 Late payment. Any amount required to be paid by Customer hereunder which is not paid when due shall bear interest at a rate of five percent 10% per year.
- 8.7 Services suspension. The continued use of the Licensed Products or Software by Customer is subject to the timely payment of all applicable Fees. If Customer is in default for payment of any Fees due to Droople, Droople may temporarily suspend any right to access or use any Licensed Product, Software and/or any user credentials issued to Customer.
- 8.8 Changes. Changes of the Fees and/or the subscription models, if applicable, shall become effective as of the next Renewal Term, subject to a prior written notice of 1 month by Droople (including by email).

9. **Changes to Products, Licensed Products or Services**

Droople may from time to time change the design, content or construction of the Products or Licensed Products or the scope of Services. In the event Licensed Products or Services ordered or purchased under these GTC are changed prior to shipment to Customer in the case of Products, or supply in the case of Software or Services, Droople shall notify Customer and Customer shall be alternatively entitled to (i) accept the changed Products, Software and Services or (ii) cancel its order as to the changed Products, Software or Services only and, if applicable, receive a refund of any amount or Fee paid to Droople in advance for the order or purchase of the changed Products, Software or Services. The foregoing shall be Customer's sole remedy for any changes of purchased or ordered Products, Software or Services and Droople shall have no other liability whatsoever for any such change.

10. **Intellectual property rights**

- 10.1 Droople intellectual property. Nothing in the Agreement or these GTC shall be interpreted as the assignment and/or transfer of any intellectual proprietary rights from Droople to Customer. Droople retains all right, title, and interest in and to the Licensed Products, patents, trademarks, all intellectual property rights therein and all intellectual property rights embedded in the Products.
- 10.2 License required. The use of any Licensed Product embedding Droople's intellectual property rights shall require a valid license being granted to Customer and being in force.
- 10.3 Prohibited uses. Customer shall not copy, share, distribute, re-sell, offer for re-sale, transfer or sub-

license Licensed Product in whole or in part and shall not attempt to modify, disassemble, decompile, or in any other way reverse engineer Licensed Products or any Products and shall prevent third party access to Software or any Licensed Products.

- 10.4 No transfer. The sale of Products by Droople to Customer constitutes nor an assignment nor a license, implied or otherwise, for the use of any intellectual property rights of any third parties, nor does it constitute a license, implied or otherwise, of any intellectual property rights of Droople, save as expressly provided for in the Agreement.
- 10.5 Usage Data. Droople shall own all rights and titles on, and may freely use for any purpose (including without limitation for data mining, benchmarking and analytics purposes, or for developing and marketing new services), any data or information (i) collected, processed, developed, produced or obtained from cookies or other tracking and analytics technology present on the Application (including any tracking data related to user traffic), (ii) relating to Customer's access and use of the Licensed Products or Software, including inter alia the number and duration of visits to the Content and, (iii) provided that any reference to Customer is suppressed, any data inputs of its end users (including any forms filled) (**Usage Data**).
- 10.6 Third-Party claims. If all or part of the Services, Software or Licensed Products are subject of an action, claim or legal or administrative proceeding, due to the breach of any intellectual property right belonging to a third-party, or if Droople considers there is a risk of such action, claim or legal or administrative proceeding, Droople reserves its right to, defend, at its own expense, any such action, claim or legal or administrative proceeding brought against Customer. Droople shall have sole control, of any negotiation, compromise, or settlement. Droople may (i) obtain the right to continue supplying the Products, Services or Software to Customer; (ii) replace or modify the Products, Services or Software concerned so that they no longer breach the intellectual property right in question; or (iii) stop supplying the Products, the Services and/or Software or stop selling and/or distributing the Products concerned and terminate the relevant Agreement.

11. **Customer Materials**

- 11.1 Customer Materials. Customer shall provide Droople with all documents, information and data required in the Order Form or any subscription form, or as otherwise reasonably required by Droople (the **Customer Materials**).
- 11.2 Ownership. As between the Parties, Customer Materials is and shall remain the sole and

exclusive property of Customer. Nothing herein shall be construed or interpreted as a transfer of ownership in any Customer Materials to Droople.

- 11.3 Use of Customer Materials. Customer grants to Droople a global, royalty-free, irrevocable, non-exclusive license to use Customer Materials for the sole and exclusive purpose of providing the Licensed Products and/or other services, including a license to collect, process, store, generate, modify, and transfer Customer Materials to third parties only to the extent necessary to provide the Licensed Products and/or other related services, as well as to train algorithms using Customer Materials, only to the extent necessary to provide or improve the Licensed Products.

12. Third-party software

- 12.1 Licensed Products, Products and their documentation may contain computer code, data, fonts, images, photographs, or other digital items distributed and/or licensed by third parties (**Third-Party Software**). If applicable, the terms and conditions associated with such Third-Party Software are provided to Customer upon request, and Customer shall use such Third-Party Software under such terms and conditions. By signing the Agreement, Customer also accepts such terms and conditions.
- 12.2 Nothing in the Agreement shall restrict, limit, or otherwise affect any rights or obligations that Customer may have, or conditions to which Customer may be subject, under any applicable open-source licenses to any open-source code contained in the Software or the Licensed Products or the Products.

13. Data Protection

- 13.1 Droople Privacy Notice. Droople has issued a privacy notice, accessible at [address] (**Privacy Notice**), which describes how personal data is collected through the Licensed Products and for what purposes. That privacy notice, as amended from time to time, forms an integral part of these GTC.
- 13.2 In general. If the provision of the Services implies the processing by Droople of any personal data forwarded by Customer or of Customer's Authorized Users (**Customer Personal Data**), Droople and Customer shall fully comply with their respective obligations under applicable data protection laws and regulations.
- 13.3 Roles of the Parties. In such cases, Droople shall process Customer Personal Data (i) as data processor, exclusively for the purpose agreed in these GTC and only to the extent necessary to fulfil the obligations hereunder, in accordance with Customer's instructions, which shall act as data controller; and (ii) for Droople's legitimate business operations incident to provision of the Services.

- 13.4 Droople's obligations. Droople undertakes to comply with Swiss data protection legislation. If the European General Data Protection Regulation (GDPR) is applicable, Droople shall in addition comply with the obligations set out in Art. 28(3) GDPR.

- 13.5 Customer's obligations. Customer shall ensure, with respect to any Customer Personal Data processed by Droople within the frame of the Services, if any, that such Customer Personal Data has been collected and transferred to Droople in strict compliance with the applicable data protection or data privacy laws and regulations. Customer shall:

- a) have, and always maintain, valid grounds for the processing of such personal data, including obtaining valid consent from the data subjects for the processing of their personal data, if such consent is required under the applicable data protection legislation; and
- b) provide adequate information to data subjects about the collection and processing of their personal data.

- 13.6 Responsibility. Customer shall bear sole responsibility for the processing of Customer Personal Data, if any, within the frame of the Services. Customer acknowledges and accepts that Droople shall deem any processing of any Customer Personal Data within the frame of the Services, as permitted under the Agreement, as well as any instructions by Customer with respect to such processing activities as compliant with applicable data protection or data privacy laws and regulations.

- 13.7 Transfer. By accepting these GTC, Customer expressly acknowledges and agrees that Customer Personal Data may be transferred to and processed on servers located outside of its jurisdiction, including in jurisdictions which may not have data protection and privacy laws and regulations equivalent to those in Customer's jurisdiction.

- 13.8 Compliance actions. Droople may forward to Customer any request, investigation, or other action by any supervisory authority and/or any third parties (including data subjects), directed at Droople with respect to the processing of any Customer Personal Data, and Customer shall be responsible for addressing them in accordance with the law. If Droople is required to undertake any compliance action itself, e.g., responding to a request by any supervisory authority or third-party and/or cooperating in investigations, and/or to provide assistance to Customer, Customer shall fully indemnify Droople for its effort and costs, including reasonable attorney's fees, incurred in such context.

14. Confidentiality

- 14.1 Unless otherwise agreed in writing, Droople and Customer undertake (i) to ensure the

confidentiality of the other party's Confidential Information; (ii) not to disclose the other party's Confidential Information to a third-party, other than its employees, agents or subcontractors that need to know the information in order to exercise the rights and fulfil the respective contractual obligations of the parties; and (iii) only to use the other party's Confidential Information to exercise their rights and fulfil their respective contractual obligations.

14.2 The Parties' obligations regarding Confidential Information shall remain in force for the entire Term and/or for as long as the information concerned remains Confidential Information.

14.3 Notwithstanding the foregoing, unless expressly prohibited in writing by Customer, Droople reserves the right to mention Customer's name as a reference for promotional purposes.

15. Liability

15.1 Unless otherwise provided for in the Agreement, Droople shall only be responsible for losses, damages, or liabilities, caused to Customer due to a breach caused by a willful misconduct or gross negligence of its contractual obligations pursuant to these GTC and/or an Agreement, proof of which must be demonstrated by Customer.

15.2 To the extent permitted by law, Droople shall not be held liable for any claims, demands, losses, costs, or damages suffered by Customer, which may result from the use of the Products and/or Licensed Products by Customer or any third party, or any acts or omissions of any end-user of the Products or Licensed Products.

15.3 Within the limits of applicable law, the liability of Droople is expressly excluded in respect to these GTC and/or all Agreements and their performance, irrespective of the grounds of Customer's actions, claims or legal or administrative proceedings, including for consequential or indirect losses, damages, or liabilities, in particular with regard to any operating loss, damage or destruction of data. The exclusion of liability pursuant to this Section 15.3 also applies to Droople's directors, employees, agents, and subcontractors.

15.4 Without prejudice to the foregoing, Droople's total liability and/or that of its directors, employees, agents and subcontractors per contractual year is in any cases limited to the lowest of the following amounts: (i) the annual average of the amounts actually paid by Customer under the applicable Agreement; or (ii) the total amount actually paid by Customer for the Services, the Licensed Products or the Products concerned, since entering into the relevant Agreement.

16. Limited Warranty

16.1 As is. The Licensed Products, Products, Software, and any related Services are provided AS IS and AS AVAILABLE. To the maximum extent permitted by applicable law and unless otherwise specified herein, Droople disclaims all warranties with respect to the Licensed Products, Software, or other services, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights. Droople does not grant Customer any warranty over the result of using the Licensed Products, or their suitability to Customer's objectives. Droople does not guarantee that (i) the Licensed Products shall be free from defects, Errors, bugs and and/or malfunctions and/or available without interruption or that it shall correct all the defects errors, bugs and and/or malfunctions that may arise; (ii) the Licensed Products shall work in combination with any hardware, software, Third-Party Software, system, service or data not supplied by Droople; and that (iii) the Products and/or Licensed Products will meet Customer's expectations and requests, or that they may be adapted or configured according thereto.

16.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, DROOPLE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND DROOPLE DOES NOT REPRESENT OR WARRANT THAT ANY LICENSED PRODUCTS, SOFTWARE OR PRODUCT SHALL MEET CUSTOMER'S REQUIREMENTS.

17. Indemnification

17.1 Customer shall indemnify, defend, and hold harmless Droople from any claims, demands, losses, costs, or damages that may be made or instituted against Droople arising out Customer's use of the Services not in accordance with these GTC or any Agreement.

17.2 If such an action, suit or proceeding is brought against Droople, Droople shall notify Customer as soon as possible and allow Customer to take control of its defense, at its own expense, and to settle such action, suit or proceeding by way of

settlement, without however allowing Customer to accept any liability on the part of Droople.

18. Compliance with laws

Customer shall always comply with any applicable laws, rules and regulations and their obligations under the Agreement, which shall include without limitation any data protection laws and regulations.

19. Term and Termination

19.1 Entry into Force. These GTC shall enter into force upon the conclusion of an Order Form related to Licensed Products, Products and/or Services or by Customer.

19.2 Term. These GTC and any subscription shall remain in effect for an initial duration of 2 years (the **Initial Term**), automatically renewable for additional successive 1-year periods (each a **Renewal Term**, together with the Initial Term, the **Term**), subject to a 1-month prior notice of non-renewal (including by e-mail) by either Party for the end of the Initial Term or any Renewal Term.

19.3 Termination for cause. Each Party may individually this Agreement in writing with immediate effect in the event of a material breach by the other Party which has not been cured within 15 days of receipt of a written notification to do so or that is not capable of cure. Droople shall notably have the right to terminate any Agreement with immediate effect shall Customer become insolvent, or subject to levy of execution or seizure measures.

19.4 Effects of termination. Upon non-renewal or termination of the Agreement, and in addition to the consequences described elsewhere in the GTC:

- c) Droople shall stop providing and Customer shall stop using the Licensed Products and/ Software;
- d) all rights to use and access granted to Customer hereunder (inter alia under Section 3.1) shall cease. All access to the Licensed Products and credentials shall be deactivated and suppressed;
- e) Customer shall permanently delete any part of the Licensed Products stored or installed on its IT systems or hardware, if any;
- f) Confidential Information shall be returned to the Disclosing Party and/or permanently deleted from any support of the Receiving Party, at the Disclosing Party's option, and Receiving Party shall cease using the Confidential Information; and
- g) all Fees already paid by Customer shall remain acquired to Droople and are not reimbursable to Customer. Customer shall immediately pay all outstanding amounts due to Droople.

20. Miscellaneous

20.1 Amendments. Droople may amend these GTC at any time by written notice (including by e-mail) to Customer. Any amendment shall come in effect as of the next term or as otherwise agreed by the parties.

20.2 Entire agreement. The Agreement, its annexes, and appendices, and these GTC contain all of the terms and conditions agreed upon by the parties relating to its subject matter and supersedes all prior agreements, negotiations, correspondence, undertakings and communications of the parties, whether oral or written, with respect to such subject matter.

20.3 Severability. If any provision of these GTC is held to be invalid or unenforceable for any reason, the remainder of these GTC shall continue in full force and effect as if these GTC had been performed without the invalidated provision. The parties agree to substitute for the invalidated provision a valid provision that most closely approximates the intent and economic effect of the invalidated provision.

20.4 Force majeure. The obligations of the parties shall be suspended by the occurrence of any Force Majeure event. In such cases, time for Delivery or payment shall be extended by a reasonable period and either party may have the right to terminate this Agreement in the event of prolonged delay that may not be cured within a reasonable time period.

20.5 Independence. Nothing in any Agreement shall be construed as creating any joint venture or legal partnership as between the parties or enabling either Party to act as the representative of the other Party.

20.6 No waiver. The failure of either party to enforce any of the provision of these GTC or any rights thereunder shall in no way be considered as a waiver of such provisions or rights.

20.7 Assignment. Neither these GTC nor any of Customer's rights or obligations hereunder, may be assigned, transferred, or sublicensed by Customer to any third party, without Droople's prior written consent. Any such purported assignment, transfer or sublicense shall be null and void. Droople may assign and transfer all or part of these GTC, or of any of its rights or obligations hereunder, to any of its Affiliates.

20.8 No third-party beneficiaries. These GTC shall be binding and inure solely to the benefit of the parties (and their respective lawful successors and assigns). Nothing in these GTC is intended to or shall confer upon any third party any rights,

benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

21. Governing law and jurisdiction

- 21.1 Governing law. These GTC and any Agreement concluded under these GTC and all disputes arising therefrom shall be governed by and construed in accordance with Swiss substantive law to the exclusion of its conflict of law rules and the Vienna Convention on Contracts for the International Sales of Goods (CISG).
- 21.2 Jurisdiction. Any claim, dispute, controversy, or litigation arising out or in connection with these GTC or any Agreement concluded under these GTC, shall be referred to the exclusive jurisdiction of the courts of Droople's registered seat.
- 21.3 Droople shall also have the right, but not the obligation, to bring action against Customer at any other legally available place of jurisdiction.

Annex A – Definitions

For the purposes of the GTC and any Agreement, the following capitalized terms have the following meaning:

“Affiliate” means any person or company, regardless of its legal form, controlling, controlled by or under joint control with Droople or Customer directly or indirectly; the term “control” meaning the economic ownership of at least fifty per cent (50%) of the voting rights or capital of the company concerned, or the power to direct the management and business policy of the company concerned.

“Agreement” means any contract, oral or written, concluded with Droople, without regard to its designation, any order of Customer validated in writing by Droople, these GTC, or any offer of Droople accepted by Customer and approved by Droople (e.g. a quotation), in relation to the provision of Licensed Products, Products or Services by Droople to Customer.

“Application” means the [Droople] application and any new version, update, upgrade or modification thereof.

“Business Day” means the days on which banks are open for business at Droople's registered seat.

“Business Hours” means as defined in Section 5.4.

“Confidential Information” means all information disclosed or provided by one party to the other party in relation to and/or in the framework of their contractual relationship, including the specifications, the documentation, trade secrets, know-how and internal documents relating to the affairs of the party disclosing it, and/or the affairs of its Affiliates. The Confidential Information of Droople also includes (without limitation) all information and documentation relating to the Products, Software, Services, software documentation, hardware, hardware design, technology, computer program, technical or research data, product, processes, methods, techniques, formulas, compounds, projects, development, marketing or business plan, patents and patented products or inventions. Notwithstanding the foregoing, Confidential Information does not include information that (i) becomes public independently of a breach committed by the receiving party; (ii) is developed independently by the receiving party; (iii) is known by the receiving party before the other party discloses it; (iv) is legitimately received by a third-party not subject to an obligation of confidentiality; or (v) is required to be disclosed pursuant to the law or upon a final, enforceable order by a court or a competent authority (in which case it must only be disclosed to the extent required and after notifying in writing the party to which it belongs).

“Content” see Section 1.1.

“Customer Materials” see Section 11.1.

“Delivery” shall mean the specific delivery of Products, Services and Software at the place, date(s) and time specified in each applicable Agreement or in these GTC.

“End-User Documentation” see Section 3.2.

“Error” means any error or malfunctioning occurring during the access to or use of Licensed Products such as unavailability, crashes, connection errors or other bugs.

“Fee” see Section 8.1.

“Force Majeure” means any circumstances affecting one party beyond its reasonable control and objectively preventing it from fulfilling its contractual obligations, such as natural disasters of a particular intensity, war, riots, strikes or breakdowns in the electric or telecommunication networks, or other governmental acts, and inability to obtain suitable and sufficient labour and Products for the provision of Services and/or Licensed Products, and/or the sale and/or the distribution of Products.

“GTC” means these General Terms and Conditions.

“Instructions for Use” means the instructions as for use pertaining to a Licensed Product, Software or Product issued by Droople, as amended from time to time.

“Licensed Products” see Section 1.1.

“Major Defect” means any defect that objectively compromises the performance of a Product in such a way that the intended purpose can no longer be achieved.

“Product” means any hardware or equipment provided by Droople, such as sensors (e.g. iFLOW), routers, products and/or any accessories thereto, as specified in the applicable Agreement.

“Personal Data” means all information relating to an identified or identifiable person, pursuant to the Federal Law on Data Protection of 19 June 1992 and any future applicable legislative act, regulation, or amendment thereof.

“Services” means any services in connection with the Products and/or the Software e.g. installation, customer service, training, technical support, or consulting services provided by Droople pursuant to the terms of the applicable Agreement.

“Software” means any software provided by Droople to Customer as a Licensed Product under and in accordance with the terms of one or more applicable Agreement.

“Support Services” see Section 5.1.

“Support Request” see Section 5.2.

“Third-Party Software” see Section 12.1.