TERMS OF SERVICE FOR THE USE OF
BISLY BUILDING AUTOMATION SOLUTIONS

Version TOS-030325-V1, effective from 03.03.2025

These Terms of Service ("**Service Terms**") outline the terms and conditions for access and use of Bisly building automation solutions and its associated services, collectively referred to as the "**Services**."

The Services (developed by and proprietary to Bisly OÜ, a limited liability company organised under the laws of the Republic of Estonia with registry code 12198160 and with its registered address at Volta 1, 10412 Tallinn, Republic of Estonia; "**Bisly**") regard the provision of an intelligent building automation solution designed to enhance the operational efficiency, security, and environmental sustainability of buildings.

Each person or entity accessing, installing, or using the Services ("**User**") expressly enters into a legally binding agreement with Bisly, thereby affirming their understanding, acceptance, and commitment to adhere to these Service Terms. Should the User not consent to any part of these Service Terms, they are required to refrain from any engagement with the Services.

In sale of Licenses, associated hardware, and provision of the Services, Bisly may utilise authorised resellers ("**Partner**"). The role of the Partners is to act as the resellers of Licenses and sellers, installers, and maintenance providers of the hardware required for the Services to duly operate, and as the mediators and customer support service providers for the software Services rendered by Bisly to Users. Partners shall utilise stand-alone contracts with Customers for the provision of their stand-alone services to Users, however Bisly shall under contracts with Customers remain as the provider of the Services to the Users in accordance with these Service Terms.

1. DEFINITIONS

For the purposes of these Service Terms, the following terms shall have the meanings set forth below:

1.1. **Active Unit** – each Unit, which is through one or multiple UM8 units connected to and functioning within the Software, as identified by Bisly;

1.2. **Affiliate** – any person, firm or corporation which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of or with Bisly, whereas control shall be defined as having the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the relevant person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto;

1.3. **Agreement** – the Agreement for the use of Services between Bisly and the User as governed by these Service Terms;

1.4. **Bisly** – Bisly OÜ, a limited liability company organised under the laws of the Republic of Estonia with registry code 12198160 and with its registered address at Volta 1, 10412 Tallinn, Republic of Estonia;

1.5. **Confidential Information** – any information disclosed by a Party to the other Party, directly or indirectly, which, (i) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (ii) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving Party to be "confidential" or "proprietary" within 30 days of such disclosure, (iii) is specifically deemed to be confidential by the terms of this Agreement (e.g. User Data other than anonymised User Data used in generating anonymised data by Bisly), or (iv) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself;

1.6. **Cover Page** – integral part of the Agreement with a Customer, stating the Parties' details, License term, payment details, and additional terms (if any);

1.7. **Customer** – a User that has signed a Cover Page with Bisly (or a Partner, as relevant) and is liable for payment of the License Fee to Bisly or the Partner, as may be applicable;

1.8. **Documentation** – any documentation provided or made available regarding the use or operation of the Services, including the Services' technical specifications, user manual, training materials, etc.;

1.9. **Force Majeure** – as defined in Section 11 of the Service Terms;

1.10. **Intellectual Property Rights** or **IPR** – all intellectual and industrial property rights and similar rights of whatever nature anywhere in the world whether currently existing or coming into existence at some future time and all rights pertaining thereto, whether recorded or registered in any manner or otherwise, including (but not limited to) any copyrights and related rights, industrial design rights and other design rights, registered designs, patents, utility models, inventions (whether or not patentable), trademarks, service marks, database, software and code rights, rights to layout-designs of integrated circuits, trade secrets, know-how, confidential information, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property including, where applicable, all renewals, extensions and applications for registration, the right to apply for registration and the right to sue for damages for past and then-current infringement in respect of any of the same;

1.11. **License** – a time-limited, non-exclusive, non-transferable, revocable license to access and use the Services and the associated server infrastructure owned by Bisly as further described and defined in Section 2.1 of the Service Terms;

1.12. **License Fee** – fee payable to Bisly or the Partner for the use of the Services and the associated server infrastructure, as specified on the Cover Page;

1.13. **Partner** – a duly authorised reseller of the Licenses and associated hardware under a relevant Partnership Agreement between Bisly and the reseller and the provider of related services as may be specified elsewhere, whereas an up-to-date list of authorised resellers is available at Bisly's website;

1.14. **Partnership Program** – arrangement between Bisly and Partner under which Bisly will, subject to a valid License, provide to the Users Services, while the Partner shall sell to the Customer the relevant hardware and/or License. Additionally, the Partner may under stand-alone agreements offer add-on services and sell hardware directly to the Customer;

1.15. **Party** and **Parties** – Bisly and the User (including the Customer), individually each a "**Party**" and collectively the "**Parties**;"

1.16. **Service Terms** – These Terms of Service for the use of Bisly's Services;

1.17. **Services** – services of providing access to Bisly's building automation solution, comprising of the Software and customer support. The functionalities and requirements of the Services are described in the Documentation. The provision of Services is subject to a valid paid License and compliance with the Agreement;

1.18. **Software** – Bisly's proprietary building automation software, including all its components (incl. Bisly Hub, Bisly Building Management System and Bisly mobile application), versions, updates, and enhancements made available by Bisly;

1.19. **System Availability** – the number of minutes in each calendar month in which the key components of the Services are materially operational as a percentage of the total number of minutes in such calendar month, excluding downtime resulting from (i) scheduled maintenance, (ii) events of Force Majeure outlined in the Agreement, (iii) malicious attacks on any core element of the Services, (iv) issues associated with the User's computing devices, local area networks or internet service provider connections, or (v) inability to deliver Services because of acts or omissions of any User;

1.20. **Unit** – each separate unit in a building receiving the Services (e.g. an individual apartment in a residential building, and individual business premises or other specified areas in a non-residential building);

1.21. **User** – any person or entity installing, or otherwise using the Services, including in any case each Customer;

1.22. **User Data** – any data and materials provided by or collected from the User in connection with the use of the Services, including: (i) personal data: any information that can be used, directly or indirectly, alone or in conjunction with other information, to identify an individual User, e.g. names, contact details, and any other identifying information provided by the User or collected during registration or use of the Service; (ii) operational data: data generated by the User's interaction with the building automation systems, including but not limited to temperature settings, lighting levels, access control logs, energy usage statistics, and HVAC operation schedules. This encompasses both manually entered data and data collected automatically by the system's sensors and devices; (iii) device and network information: information about devices used to access the Services, including hardware models, operating system versions, unique device identifiers, IP addresses, network information, and device settings; (iv) surrounding environment data: data collected by sensors integrated into the building automation system, such as temperature, humidity, air quality indicators, occupancy/movement-detection, and light levels, vehicle registration number and photo; (v) preferences and settings: custom settings and preferences specified by the User within the Services to personalize the operation of the building automation system according to their requirements; (vi) analytical data: data derived from the analysis of operational, device, and surrounding environment data, including usage patterns, trends, and predictive models aimed at improving system performance and efficiency; (vii) security and access control data: information related to the security and access control systems managed by the building automation solution, including entry and exit logs, security breach alerts, and user access levels; (viii) maintenance and fault data: information related to the maintenance, diagnostics, and fault detection of building systems, including error logs, maintenance requests, and system status reports.

2. LICENSE GRANT

2.1. With the signing of a Cover Page with either Bisly or the Partner, the Customer shall purchase a time-limited, non-exclusive, non-transferable, revocable license to access and use the Software and the associated server infrastructure for its intended purpose, subject to the terms and conditions of the Agreement, and the due and timely payment of the applicable License Fee ("**License**"). The License remains valid for its specified term unless prematurely terminated in accordance with the terms and conditions of the Agreement. Subject to a paid and valid License, Users are permitted to access and use the Software and server infrastructure for its intended purpose pursuant to the terms and conditions of the Agreement.

2.2. The Services include access to and use of the Software and customer support in accordance with the Service Level regulated in Section 6 of these Service Terms. The Services provided and the Service Terms outlined do not encompass or govern the sale, any other supply, installation, configuration, or upkeep of any hardware, components, or infrastructure required for the functioning of the Services.

2.3. Bisly may offer the End Users License renewals and additional services available for purchase through the Software. Such additional purchases will be invoiced by Bisly directly to the End User, and the use of additional services shall be subject to these Service Terms.

2.4. Nothing in the Agreement shall be construed as a transfer of title, ownership, or interest in any Intellectual Property Rights of Bisly or any Affiliate or any other third party related to the provision of the Services. The aforementioned persons retain all title, ownership, and interest in any of their Intellectual Property Rights, including without limitation Intellectual Property Rights related to Services and Software (together with any and all modifications, improvements, fixes, updates, upgrades, regardless of whether introduced at the Bisly's or User's initiative), and anything developed and delivered by the aforementioned persons

under the Agreement. Should any Intellectual Property Rights created by or on behalf of Bisly in provision of the Services or otherwise fulfilling the Agreement or exercising any rights hereunder at any time vest in the User, it is regarded that the User has without the right for any compensation assigned full title and ownership to such Intellectual Property Rights to the maximum extent possible under applicable law to Bisly. Title and ownership to any server infrastructure included in the License shall remain with Bisly.

2.5. Third party technology and/or services may be used in provision of the Services. This may include, but is not limited to, software, platforms, tools, and other digital resources that are designed to enhance, support, or otherwise contribute to the comprehensive functionality and performance of the Services. Users acknowledge and agree that such third-party technology and services are integral to the provision of the Services and understand that their use is subject to the terms and conditions set by those third parties, in addition to the agreements in place with Bisly.

2.6. Bisly reserves the right to at all times make unilateral modifications in the functionality and features of the Services. Unless such modifications or updates are required due to changes in legal acts or regulatory requirements, Bisly shall aim not to make any modifications or updates to the Services that will materially reduce the functionality of the Services, or that otherwise materially hinder the use of the Software by the User. As Bisly is continuously developing the Services, the User agrees that the Services may change from time to time and that Bisly gives no warranty, representation or other commitment in relation to the continuity of any functionality of the Services.

3.   USER OBLIGATIONS

3.1. The User shall comply with all applicable laws in connection with its use of the Services, including those laws related to data protection. The User shall ensure it has all necessary permits and authorisation to use the Services.

3.2. The User is expressly prohibited from engaging in the following activities: (i) using the Services to store or transmit infringing, libelous, unlawful material, or material that violates third-party rights; (ii) using the Services to store or transmit harmful software, scripts, or code designed to disrupt, damage, or gain unauthorized access to digital environments, systems, data, or networks; (iii) interfering with or disrupting the integrity or performance of the Services or third-party data contained therein; (iv) attempting to gain unauthorized access to the Services, or their related systems or networks; (v) modifying, translating, reverse engineering, decompiling, disassembling, or creating derivative works based on the Services; (vi) circumventing any limitations, timing, use, or functionality restrictions built into the Services; (vii) removing proprietary notices, labels, or marks from the Services; (viii) framing or replicating any content integral to the Services; (ix) accessing the Services with the intent to develop a competing product or service, or to replicate any concepts, features, functionalities, or graphical elements of the Services.

3.3. The User shall: (i) notify customer support immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security with regard to the Services or the Software, (ii) report to customer support immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by the User, and (iii) not provide false information to gain access to or use the Services.

3.4. The User shall provide commercially reasonable information and assistance to Bisly as may be requested by Bisly from time to time to enable Bisly to deliver the Services.

4.   USER DATA

4.1. The effective and intended provision of the Services depends on the processing of User Data. The processing of User Data enables the provision, customisation, optimisation, enhancement and optimal functioning of the Services. In case a User would restrict or deny access to any User Data, it might be either impossible to render the Services or the Services may not be able to operate at their full capacity or deliver a personalised.

4.2. The terms and conditions governing the processing of User Data regarded as personal data, including the types of data processed, data retention periods, and related practices, are detailed in the then-effective privacy policy of Bisly as published on Bisly's website, whereas such privacy policy forms an integral part of the Agreement and is subject to amendments or updates in accordance with terms therein, as published on Bisly's website.

4.3. The User is responsible for all User Data inserted into the Software by the User, and for ensuring that such User Data does not: (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party; (ii) contain anything that is illegal, obscene, defamatory, harassing, offensive or malicious; and (iii) infringe any applicable legal acts concerning the processing and protection of personal data.

4.4. To the extent legally possible, the User retains ownership and intellectual property rights in and to its User Data. The User:

4.4.1. grants to Bisly a limited, royalty-free, non-exclusive, and non-transferable license to copy, store, configure, perform, display and transmit User Data as necessary for and valid during the period of provision of the Services to the User and otherwise duly fulfilling the Agreement by the Bisly, subject to regulation in Bisly's then effective privacy policy;

4.4.2. grants to Bisly a royalty-free, non-exclusive, irrevocable, and non-transferable license valid for the whole period of validity of any relevant rights, whether IPR or otherwise, to access and use the User Data in order for Bisly to generate anonymised data which may be used by Bisly for improving existing features of the Software, developing new products or services, analysing usage patterns to identify trends and potential areas for improvement, conducting research and diagnostics to identify bugs, enhance security, and improve overall functionality. Bisly shall own all Intellectual Property Rights to such anonymised data generated by Bisly based on User Data without Bisly's obligation to pay any fees to the User or any third party.

4.5. The User represents and warrants that the User has (as relevant in each case) the necessary right, title, interest and/or consent, to grant Bisly the license mentioned in Section 4.4, and to permit Bisly the use of User Data under the terms and conditions of the Agreement and in accordance with Bisly's then-effective privacy policy.

5. CUSTOMER SUPPORT SERVICES

5.1. The Services include standard customer support as detailed in this Section 5 of the Service Terms, intended to assist Users with inquiries or issues they may face concerning the Services. Customer support includes technical assistance, troubleshooting, and guidance provided through designated communication channels. Customer support services may be complemented by self-help resources, e.g. FAQs, a library, and self-help videos.

5.2. Subject to Section **Error! Reference source not found.**, Bisly provides round-the-clock customer support, accessible 24/7 via Bisly's ticketing system in Bisly Hub and mobile application, and email. Telephone support is available on Monday to Friday from 9 AM to 9 PM CET. Contact details for support services are listed on Bisly's website. A ticket ("**Ticket**") will be created by Bisly for each customer support request.

5.3. The following information is required from the User when requesting customer support, whereas following receipt of a request, Bisly may request additional information from the User in order to solve the issue:

5.3.1. Contacting person name, email address and phone number;

5.3.2. The systems affected;

5.3.3. Beginning time of the incident or time when it was noticed;

5.3.4. A detailed description of the incident;

5.3.5. The end user location(s) suffering from the incident;

5.3.6. Extent of the incident as known by the contacting person;

5.3.7. Description of attempts made to resolve the incident;

5.3.8. Photo/screenshot of the incident (if relevant).

5.4. Bisly is obliged to register the User's requests and to respond according to the following principles, whereas the terms used below shall have the following meaning: (i) "Business Hours" means 9 AM to 5 PM CET, Monday to Friday; (ii) "Problem" means a defect in Services that significantly degrades the Services; (ii) "Fix" means the repair of Services or an equivalent workaround to remedy the consequences of the Problem. Bisly shall reasonably and objectively assess the severity of the Problem and shall classify the Problem as set out below, whereas during the time a Ticket remains open and a partial resolution for a Problem is implemented, Bisly has sole authority to re-categorize the Ticket for the remainder of the resolution:

Severity	Response and Fix time
CRITICAL (P1). Issues that severely impact accessibility or safety of the system as a whole or result in the system being completely non-operational.	Bisly will respond to the request within 2 hours as of receipt of the request. Bisly will provide reasonable effort for a Fix within 1 hour as of determination of the cause of the Problem. For Problems requiring on-site support, Bisly will provide reasonable effort to arrive for on-site support within 4 hours as of determination of the cause of the Problem and provide a Fix as soon as reasonably possible.
URGENT (P2). Issues with isolated core functionalities which materially affect user experience, however, do not significantly impact the system or its safety as a whole, e.g. partial issues with heating, ventilation, cooling, or lighting systems.	Bisly will respond to the request within 8 Business Hours as of receipt of the request. Bisly will provide reasonable effort for a Fix within 12-24 Business Hours as of determination of the cause of the Problem. For Problems requiring on-site support, Bisly will provide reasonable effort to arrive for on-site support within 12-24 Business Hours as of determination of the cause of the Problem and provide a Fix as soon as reasonably possible.
LOW PRIORITY (P3). Issues related to non-core functionalities that affect User comfort but are not critical to system operation, such as curtains, sauna and counters.	Bisly will respond to the request within 24 Business Hours as of receipt of the request. Bisly will provide reasonable effort for a Fix within 72 Business Hours as of determination of the cause of the Problem. For Problems requiring on-site support, Bisly will provide reasonable effort to arrive for on-site support within 72 Business Hours as of determination of the cause of the Problem and provide a Fix as soon as reasonably possible.
VERY LOW PRIORITY (P4). General feedback and inquiries, which do not directly impact the functionality of the system.	If Bisly deems necessary, Bisly will respond to the request within 40 Business Hour as of receipt of the request. Bisly will take the feedback into account and may incorporate the feedback into a future release of the Services.

5.5. When the User receives information of a Fix, the User shall immediately confirm if the Problem is solved. In case the Problem persists, the User shall re-contact customer support with reference to the same Ticket number requesting the reopening of the Ticket. In case the request is approved by Bisly, the Ticket is re-opened, and the applicable resolve time shall recommence running from its previous point in time at the time of the initial resolve.

6. SERVICE LEVEL

6.1. Bisly strives to achieve System Availability of at least 99% in a calendar month, calculated in accordance with the definition of System Availability.

6.2. Bisly reserves the right to take the Services offline for scheduled maintenance, for which the Users will through the Services be provided notice at least 1 week in advance, except in case of critical errors which need immediate attention, in which case the Users will be notified as soon as reasonably possible.

7. FEES AND PAYMENTS

7.1. The Users' right to access and use the Services is subject to payment of the License Fee by the Customer to Bisly or the Partner, as the case may be (see Section 7.3 of these Service Terms). The License Fee and payment terms are set forth on the Cover Page. Except as expressly provided otherwise, any paid License Fee, including any prepayments, are not subject to refunds.

7.2. Bisly reserves the right to modify the License Fee and to introduce new charges at any time, provided that such changes shall not affect any License Fee or other fees invoiced to or paid by the Customer prior to the effective date of such changes.

7.3. For Licenses purchased from a Partner, Sections 7.4-7.7 of the Service Terms do not apply, and the payment for the License shall be made by the Customer to the Partner in accordance with the terms and conditions of the relevant agreement between the Customer and the Partner.

7.4. All fees are invoiced by Bisly to the Customer. License Fee must be paid in accordance with the Cover Page by the due date specified on the invoice. A payment is considered received when credited to Bisly's account specified on the invoice.

7.5. All payments shall be made via bank transfer to the account indicated on the invoice. The Customer shall bear all charges associated with the transfer.

7.6. In case of delay in payment, Bisly may in addition to other remedies provided in the Service Terms or by applicable law: (i) charge interest on the overdue amount at the rate of (a) 5 percentage points above the base interest rate of the ECB if the User is a consumer *[Verbraucher]* or (b) of 9 percentage points above the base interest rate of the ECB if the User is an entrepreneur *[Unternehmer]*; (ii) demand the reimbursement of costs related to debt collection; (iii) suspend the Services until full payment is received.

7.7. All payments to Bisly shall be made in full without any deductions, set offs, or counterclaims, unless such claims are acknowledged in writing by Bisly or finally determined by a competent court.

8. TERM, TERMINATION AND SUSPENSION

8.1. The Agreement becomes effective upon the User's access to or use of the Services and shall remain in effect for the duration of the License term. The Agreement and/or the License may not be terminated prematurely by the Customer or any User, unless explicitly otherwise stated in this Agreement.

8.2. Bisly has the right to immediately suspend the provision of the Services and/or immediately terminate the Agreement in case an User has committed a material breach of the Agreement as assessed by Bisly, e.g. the breach of obligations outlined in Section 3 of the Service Terms or the breach of any payment obligations under the Agreement by the Customer. Upon Customer's or an individual User's breach of the Agreement, the Agreement may be terminated, or the provision of Services may be suspended with

regard to all Users associated with one Customer (i.e. all persons using the Services in a building for which the Customer has or had a valid Agreement).

8.3. In case Bisly has committed a material breach of the Agreement, the Customer shall have the right to terminate the Agreement, provided that a cure period of at least 30 business days has been granted to Bisly and unsuccessfully lapsed. With regard to Software availability, continuous total unavailability exceeding 30 days is regarded as a material breach. Upon termination of the Agreement by the Customer, the Agreement shall be regarded as terminated with regard to all Users associated with one Customer (i.e. all persons using the Services in a building for which the Customer had a valid Agreement). An individual User has no right to terminate the Agreement.

8.4. The suspension of the Services or termination of the Agreement shall not release the Customer of its payment obligations under the Agreement accrued until termination/suspension of the Services for Services duly rendered, nor shall entitle the Customer for credit for any prepaid services (if any).

8.5. Bisly shall not be liable to the User or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services or termination of the Agreement resulting from a breach of the Agreement by the User.

8.6. Upon termination of the Agreement: (i) Bisly shall immediately cease provision of the Services and the License shall terminate (and vice versa); (ii) any and all amounts payable under the Agreement by the Customer for Services rendered until termination of the Agreement shall become due immediately; (iii) upon written request by the disclosing Party, the receiving Party of tangible confidential information shall immediately return or destroy such information and provide written certification of such destruction, provided that the receiving Party may retain one archival copy of such information in the event of a subsequent dispute between the Parties.

8.7. Upon termination of this Agreement, all fees paid to Bisly, including prepayments, are non-refundable. However, in the event of termination due to Bisly's material breach of this Agreement, the Customer shall be entitled to a pro rata refund of any prepayments for the unused portion of the Services.

8.8. Upon termination of the Agreement, Bisly may, at its sole discretion, grant the Customer and the Users continued access to the then-available version of the Software and associated server infrastructure for further use, provided that such continued use shall at all times remain subject to full compliance with the Service Terms. The Software and associated server infrastructure will in such case be provided strictly on an "as-is" basis, and the Customer acknowledges and agrees that no updates, upgrades, bug fixes, patches, or enhancements of any kind will be provided, including those relating to security matters. As of the termination of the Agreement, and unless on a case-by-case basis otherwise mutually agreed based on the hourly rates specified in the current price list, Bisly shall also cease to provide any other Services, including any form of customer support, maintenance services, or technical assistance in relation to the Software, except for any online troubleshooting tools which may be available on Bisly's website. In permitting the use of the Software without a valid Agreement, Bisly further reserves the right to revoke the Customer's and the Users' access to the Software and associated server infrastructure at any time and for any reason, without prior notice.

8.9. With regard to Section 8.8, the Customer and Users acknowledge and agree that, from the termination date of the Agreement, the possible continued use of the Software and associated server infrastructure shall be entirely at their own risk. Bisly shall have no liability whatsoever for any damages, losses, or costs incurred by the Customer or the Users as a result of their continued use of the Software and associated server infrastructure post-termination, including but not limited to any issues arising from the lack of updates, including security-related updates, or the absence of customer support.

8.10. Upon the termination the Agreement, those clauses and provisions which, by their nature, are intended to survive and remain in effect shall continue to be in force. Such clauses may include, but are not limited

to, provisions related to confidentiality, indemnification, payment obligations, intellectual property rights, governing law, jurisdiction, and any other clauses inherently intended to endure beyond the conclusion of the Agreement.

9. WARRANTIES

9.1. Unless explicitly stipulated otherwise in the Service Terms, the provision of the Services, Software and associated server infrastructure, and Documentation is on an "as is" basis, without any representations, warranties, or conditions of any kind. Bisly along with its Affiliates, licensors and/or suppliers, expressly disclaim any representations, warranties, or conditions, whether express, implied, statutory, or otherwise, concerning the Services, Software and associated server infrastructure, and Documentation provided to the User. This specifically includes disclaimers of any implied representations, warranties, or conditions related to merchantability, quality, non-infringement, durability, title, and fitness for a particular purpose. Furthermore, the User acknowledges that Bisly makes no representation or warranty, nor provides any conditions, that the Services Software and associated server infrastructure, and/or the Documentation will be free of errors or operate without interruptions.

10. LIMITATION OF LIABILITY

10.1. Claims for damages and reimbursement of expenses by the Customer (hereinafter "Claims for Damages"), irrespective of the legal grounds, in particular due to breach of obligations arising from the contractual obligation and from tort, shall only exist if Bisly or Bisly's vicarious agents have acted with intent or gross negligence. In the event of other negligence ("slight negligence"), Bisly shall only be liable for the breach of cardinal obligations (as defined below). In the event of a breach of cardinal obligations, liability shall be limited in aggregate towards all Users to the lower of 100% of the License Fee applicable for such License term or EUR 100,000. In this context, a cardinal obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the contractual partner regularly relies on and may rely on. In any case, in the event of slight negligence, liability for unforeseeable damage, indirect damage not relating to the delivered goods or services, consequential damage caused by defects, loss of profit and financial loss shall be excluded. This shall also apply in the event of a grossly negligent breach by simple vicarious agents (i.e. not legal representatives or executive employees).

10.2. The limitations in Section 10.1 do not apply in cases where the breach is a result of intentional misconduct or gross negligence on the part of Bisly or in other cases where it is prohibited by law to limit or exclude liability, e.g. in the event of (i) injury to life, limb and health which is based on an intentional or negligent breach of duty by Bisly, one of Bisly's legal representatives or vicarious agents, or (ii) Bisly has fraudulently concealed defects or has given guarantees irrespective of fault, or (iii) mandatory claims under the Product Liability Act *[Produkthaftungsgesetz]*.

10.3. Bisly has no liability, obligations or other responsibility arising from any agreements between the Customer (or any User) and Partner, including but not limited to the supply, installation, configuration, or maintenance of any hardware, components, or infrastructure essential for the operation of the Services.

11. FORCE MAJEURE

11.1. For the purposes of the Agreement, an event of "Force Majeure" refers to any occurrence beyond the reasonable control of either party, which prevents or substantially hinders the fulfilment of their contractual obligations. This includes, but is not limited to, natural disasters (such as earthquakes, floods, hurricanes), wars, terrorist acts, government actions or interventions, epidemics, pandemics, and other significant unforeseen events. An event of Force Majeure in relation to the Agreement shall also encompass issues arising from Bisly's third-party service providers and licensors that are beyond Bisly's control; interruptions or delays in data transmission, including network constraints, cyberattacks, or infrastructure breakdowns, which affect the availability of the Software and Services; unforeseen

disruptions or reductions in system operations, whether caused by server failures, service provider issues, or labour disputes, that impede or delay the provision of the Services and Software.

11.2. The Party affected by a Force Majeure event shall promptly notify the other Party, detailing the nature of the event and its potential impact on their obligations.

11.3. Upon the occurrence of a Force Majeure event, the affected Party's performance under the Agreement shall be suspended for the duration of the event. The time for performance will be extended for a period equal to the duration of the Force Majeure event.

12. INDEMNIFICATION

12.1. The User shall indemnify, defend, and hold harmless Bisly, their Affiliates, officers, agents, employees, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (i) the use of User inserted User Data in the Services, (ii) unauthorized modification of the Services by the User or a third party controlled by the User, (iii) use of the Services other than in accordance with the Agreement by the User or a third party controlled by the User.

12.2. Subject to the limitation of liability in Section 10.1 of the Service Terms, Bisly shall indemnify the User against any damages (including reasonable costs) that may be awarded under any final judgement by a court of competent jurisdiction or agreed by Bisly in final settlement in respect of any claim or action brought against the User, on the basis that the provision of the Services subject to the terms of the Agreement infringes the intellectual property rights of any third party, provided that the User complies with its obligations herein.

12.3. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim that could give rise to an indemnity obligation under the Agreement. This notification must include all known details of the claim and any available supporting documentation. The failure to provide prompt and detailed notification may affect the indemnified Party's rights under this indemnification clause if such delay materially prejudices the indemnifying Party's ability to defend against the claim. Upon notification of a potential indemnity claim, the indemnifying Party shall have the option to assume control of the defence with counsel of its choice. The indemnified Party must cooperate fully with the defence and may participate with its own counsel at its own expense. Any settlement by the indemnifying Party requiring the other Party to admit liability or incur any obligation must receive the indemnified Party's prior written consent, not to be unreasonably withheld.

13. CONFIDENTIALITY

13.1. Confidential information refers to any non-public information disclosed by either Party to the other, whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. This includes, but is not limited to, business and marketing plans, technical and technological information, product designs, customer and supplier information, and other proprietary knowledge.

13.2. Both Parties agree to maintain the confidentiality of all confidential information received from the other Party. They shall not disclose such information to any third parties without the prior written consent of the disclosing Party, except as required by law or to their employees, agents, or subcontractors who need to know such information for the purpose of performing their obligations under a Reseller Agreement and who are bound by similar confidentiality obligations.

13.3. Each party agrees to take all reasonable steps to protect the other's confidential information from unauthorized use or disclosure.

13.4. Confidential Information does not include information that: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is already in the possession of the receiving Party without confidentiality

restrictions at the time of disclosure; (iii) is independently developed by the receiving Party without use of or reference to the disclosing party's confidential information; (iv) is rightfully received from a third Party without confidentiality obligations.

13.5. The obligation of confidentiality shall survive the termination of the Agreement and remain in effect for a period of 3 years from the date of disclosure of the confidential information. Upon termination of the Agreement, or upon the disclosing Party's written request, the receiving Party shall return or destroy all copies of confidential information, except as required to be retained by law. Personal data is kept confidential by Bisly as regulated in Bisly's current valid privacy policy which applies to each Agreement and is available on Bisly's website.

14. PERSONAL DATA

14.1. The processing of personal data in connection with the provision of Services under an Agreement and with regard to matters related thereto is regulated in Bisly's current valid privacy policy which shall apply to each Agreement and is available on Bisly's website.

15. NOTICES

15.1. Unless specified otherwise in the Agreement, all notices related to the Agreement must be in English and made in writing, which includes e-mail form. The delivery of such notices is considered effective: (i) 5 business days following dispatch through registered mail; (ii) 1 business day after email transmission, or; (iii) immediately upon personal delivery or delivery by courier. Notices must be sent to the address or email designated by each Party for the relevant type of communication, subject to changes in contact details that have been duly communicated in line with the above. A "business day" within the meaning of this clause refers to any day other than a Saturday, Sunday, or a public holiday in the Republic of Estonia.

16. AMENDMENTS

16.1. Bisly shall have the unilateral right to amend these Service Terms at any time at its sole discretion. Bisly shall endeavour to notify the Users of any such amendments in a timely manner. Notification shall be deemed sufficient if provided through Bisly's website, general e-mail notification, or any standard communication method used in the ordinary course of communication between Bisly and the Users. The Users acknowledge and agree that it is their responsibility to review any updates or changes to the Service Terms, ensuring they are informed of the latest terms governing the Services. The Customer has the right to terminate the Agreement, effective from the date the amendments come into force, by issuing written notice to Bisly at least 10 days prior to the amendments taking effect if, in due consideration of the interests of both Parties and other relevant factors, the amendments are found to create unforeseeable new materially and unreasonably burdening obligations on the Users, whereas an obligation is not deemed as materially and unreasonably burdening if it arises from applicable legal acts. Updates to pricing of Bisly's Services shall not be considered as materially and unreasonably burdening obligations, whereas any increase of the License Fee shall only have effect starting from the next License term.

17. ASSIGNMENT

17.1. The Agreement and the rights and obligations thereunder are binding on the Parties. The User may not, without prior written consent of Bisly, transfer or assign its rights and/or obligations hereunder to a third person. Bisly shall have the right to transfer or assign the Agreement or any rights or obligations under the Agreement to any person or entity of its choice.

18. SEVERABILITY

18.1. If any clause in the Agreement or part thereof is or becomes void or invalid, this does not result in the entire Agreement being void or invalid. In the event such invalidity becomes a fact, the clause that is closest in its economic content to the invalid clause shall be applied.

19. GOVERNING LAW AND JURISDICTION

19.1. These Service Terms and the Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of private international law. Parties agree to submit to the jurisdiction of the laws of the Federal Republic of Germany for the interpretation and enforcement of this these Service Terms and the Agreement. The courts of Berlin, Germany shall have jurisdiction for any dispute arising out of or in connection with these Service Terms or the Agreement.

19.2. Notwithstanding the above, the choice of governing law and jurisdiction in these Service Terms and the Agreement does not deprive a User (e.g. a consumer) of the protection afforded to them by provisions that cannot be derogated from by agreement. Furthermore, Users who are residents of the EU and considered as "consumers" under EU law are informed of their right to submit a complaint to the European Commission's Online Dispute Resolution (ODR) platform in the event of a dispute over the Service Terms or the Agreement. This platform offers a streamlined process for consumers to resolve disputes out-of-court and can be accessed at http://ec.europa.eu/odr.

19.3. Before seeking alternative dispute resolution methods, the User is encouraged to contact Bisly directly to seek a resolution to any dispute arising out of or in connection with these Service Terms or the Agreement. The contact details of Bisly for this purpose are found on Bisly's website.