General Terms and Conditions of ROOMZ SA

Version 2.0, valid from 01.07.2024

1 Scope

ROOMZ SA, a Swiss company incorporated and registered in Passage du Cardinal 5, 1700 Fribourg, Switzerland ("**ROOMZ**") and the customer (hereinafter "**Customer**") agree to be bound, without reservation, to the following ROOMZ General Terms and Conditions ("**Terms**"). ROOMZ provides the access to and use of workspace management software and related services ("**Services**").

These Terms, annexes mentioned herein, and all other referencing documents are all an integral part of the agreement between ROOMZ and the Customer ("**Agreement")**.

The Terms are always attached, if an agreement refers to them. In addition, the actual version of the Terms is available at any time on ROOMZ's website https://roomz.io/legal and replaces all prior versions of the Terms.

2 Services and access to the Services

Services may consist of hardware products, such as displays and sensors ("Hardware") as well as of a workspaces management software (hereinafter "Software").

Services will be accessible to the Customer in their then-current version. To fulfil the Agreement, ROOMZ may provide the Customer with additional Services as agreed upon in the Agreement, such as training, workshops, support, or feedback services.

Aside from the Services explicitly described in the Agreement, ROOMZ has no obligation under the Agreement to render any training, support, maintenance, development, or other similar services.

Unless otherwise agreed between the parties, offers by ROOMZ with regard to the Services remain valid for 30 days from the offer date and are made on a strictly confidential basis.

2.1 Access to the Services

Services are accessible to the Customer via individual user accounts ("**User Account**") in their then-current version.

The Customer must provide accurate, current, and complete information during registration and keep their account information up-to-date. Accounts registered by bots or automated methods are not authorized and will be terminated.

The Customer is responsible:

- for controlling access to their User Accounts and granting access to the User Accounts to their personnel, who will receive individual login credentials for their User Accounts;

- for training of their personnel regarding the usage of the Services;

- for ensuring that their personnel are aware of and comply with the Agreement and use and access the Services in accordance with the Agreement;

- for maintaining the confidentiality and security of their User Account credentials and may not disclose their credentials to any third party;

- and liable for activities conducted through their personnel's User Accounts and must immediately notify ROOMZ if there is any suspicion that their credentials have been lost, stolen, or their account is otherwise compromised.

The Services may only be used by the employees, agents and sub-contractors of the Customer, unless otherwise agreed between the parties.

2.2 Technical specifications

Information on performance, functionality and technical specifications of the Software, Hardware or any other part of the Services, including illustrations in brochures is published at the best knowledge of ROOMZ at the time of printing and not binding and for illustration purposes only. Technical changes remain reserved.

3 Hardware

Unless otherwise agreed between the parties in writing, the Customer is solely responsible for providing a suitable technical infrastructure for the use of the Services in accordance with ROOMZ's instructions, including but not limited to hardware, browser and internet connection speed necessary for the functioning of the Services in accordance with the criteria and compatibility requirements established by ROOMZ and as updated by ROOMZ from time to time.

The hardware necessary to utilize the Services are not included in the Services per default. Customers may choose to use their own hardware or acquire it from the third parties separately. Any hardware required for the use of the Services must be purchased separately by the Customer or explicitly ordered by the Customer.

ROOMZ disclaims all liability for any damages, defaults, or malfunctioning of the Services attributable to the use of Hardware or other infrastructure elements not supplied by ROOMZ or failing to meet the criteria set forth by ROOMZ. It is the Customer's responsibility to ensure that any hardware purchased separately or used in conjunction with the Services meets ROOMZ's specified criteria. Failure to use compatible hardware or other infrastructure elements may result in suboptimal performance of the Services, for which ROOMZ shall not be liable.

Hardware-related provisions in these Terms apply only to the Customers that purchase Hardware as part of the Services.

3.1 Claims and complaints

Customer undertakes to duly inspect the Hardware ordered as part of the Services for their conditions and to promptly notify ROOMZ in writing any visible physical defects or deficiencies, including claims for shortage within 10 days of acceptance of the Hardware. Any hidden defects must be notified to ROOMZ in writing promptly upon detection and in any case within three 3 months of the date of the delivery of the Hardware.

The obligations of ROOMZ with respect to any defective components of the Hardware shall be limited, at the sole discretion of ROOMZ, to the replacement or repair of the defective components or the parts thereof or to the reimbursement of the aggregate invoice amount of the components or parts thereof not replaced. All replaced components or parts thereof become the sole property of ROOMZ.

Any further claims of the Customer not explicitly allowed under these Terms, such as claims for damages, reduction of price or withdrawal from contract, are excluded if ROOMZ, at its sole discretion, replaces or repairs defective components or parts thereof or reimburses the aggregate invoice amount.

4 Representations of the Customer

The Customer acknowledges that ROOMZ provides services only to companies (B2B relationship) and represents being a company by entering into the Agreement with ROOMZ.

The Customer warrants that:

- it has the legal right and authority to enter into and perform its obligations under the Agreement.

- it will use the Services (incl. Software and Hardware) strictly in compliance with any law and the conditions set forth in the Agreement.

5 Rights and Obligations of ROOMZ

ROOMZ provides the Customer with the Services as agreed in the Agreement.

ROOMZ:

- makes the agreed Services available to the Customer and uses reasonable care and skill in the performance of the Services and in keeping the Services free from viruses and other malicious software programs.

- regularly carries out maintenance or improvements to the Software, the Services and its infrastructure, but does not guarantee that the Services will function without any interruption or disruption. The Customer acknowledges that this may result in temporary delays and interruption from time to time. Where reasonably possible, ROOMZ will inform the Customer about potential interruptions in advance.

- provides the Customer with reasonable support during ROOMZ's business hours.

- provides support as set out in ROOMZ SLA, available here.

- may subcontract third parties for all its obligations under these Terms.

- is liable to the Customer for its subcontractors and ensures that subcontractors are bound to appropriate confidentiality and data protection obligations.

- is permitted and possibly required by law to suspend access to the Services or the Software, based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

ROOMZ constantly develops and improves its Services and the Software and may modify or either temporarily or permanently stop providing the offered Services or any part of it at its sole discretion. In case of material changes to the Services, i.e., changes significantly altering the nature and scope of the Services provided to the Customer according to the Agreement, ROOMZ will notify the Customers that are directly affected by such changes, and where reasonably possible.

6 Rights and Obligations of the Customer

The Customer agrees to use the Services in compliance with the Agreement and all legal and moral obligations applicable in the territory where they are located.

The Customer:

- is obliged to cooperate in the performance of this Agreement to the necessary extent free of charge;

- is obliged to provide ROOMZ with all necessary information, documents, materials, access, software, data, as well as competent staff, and anything else reasonably required for the provision of Services or access to the Software;

- the Customer shall provide a suitable location for the installation of Hardware, if applicable;

- is obliged to inform ROOMZ immediately if errors or faults occur and to support ROOMZ in the analysis and, if necessary, in the elimination of errors and faults to the extent required;

- must immediately inform ROOMZ of all circumstances within its sphere that might endanger or may be relevant to the providing the Services and all misuses or suspicions of misuse of the Services or the Software;

- provide requirement descriptions and actively participate in the testing, implementation, or customization of the Services and the Software with its business and management know-how and decision power.

If the provision of Services under this Agreement is delayed due to the Customer's failure to comply with their duty to cooperate or due to other circumstances for which the Customer is responsible, the Customer shall bear the disadvantages and additional costs incurred.

The Customer may not:

- circumvent or attempt to circumvent any security protection of the Hardware, Software or any part of the Services;

- use the Hardware, Software or any part of the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;

- access the Services via any automated system or take any action that may impose an unreasonable load on ROOMZ's infrastructure;

The Customer agrees it will not, unless with ROOMZ's prior written permission:

- try to decompile or reverse engineer the Hardware, Software or any part of the Services or any, or derive the source code;

- copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services.

The Customer may not sell, sublicense, allow access or make the Software, Hardware, the Services, or any part of it otherwise available to third-parties.

7 Fees and payment

If not agreed upon or indicated on the relevant Service or agreed with a ROOMZ reseller otherwise, the Customer shall pay ROOMZ the agreed fees, via the indicated payment method made available by ROOMZ.

Unless otherwise agreed between the parties or with a respective ROOMZ reseller:

- all Software fees are payable yearly in advance;

- Hardware will be invoiced upon delivery and all Hardware fees have to be paid within 30 days of the issue date.

Unless otherwise agreed between the parties or with a ROOMZ reseller, all fees are in CHF and excluding VAT and other applicable taxes. Additional services remunerated based on hourly rates and travel expenses according to the Agreement and its annexes. Unless otherwise agreed, these additional services are invoiced monthly, at the end of the month for the preceding month.

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits as well as for certifications, shall be borne by the Customer.

ROOMZ may unilaterally adjust all fees under the Agreement once per year by written notification in accordance with increases of the Swiss Consumer Price Index.

In case of late payment, ROOMZ is entitled to interest on late payments in the amount of 5% p.a. Except where prohibited by law, all fees are non-refundable.

7.1 Retention of title

ROOMZ reserves the right to retain title to all components of the Hardware sold until receipt of the full invoiced Hardware fees. Where provided for by local legislation, the Customer explicitly authorises ROOMZ to register such retention of title and/or to enter into and remove the Hardware from the premises where they are located if any payments are overdue.

8 Term and termination

The Agreement between the parties remains in full force and effect for the duration of 1 year, unless a different term is agreed between the parties, or until its termination by either party in accordance with this Agreement. At the end of each term, the Agreement will automatically renew for subsequent periods of the same Term, unless the Agreement is terminated.

Either party may terminate the Agreement at any time with immediate effect if the other party is in material breach of the Agreement and fails to remedy this violation within 30 days after a notice. This includes in particular Customer's failure to pay on time or the start of insolvency procedures against the other party.

In all other cases, either party may terminate the Agreement at any time by notifying the other party in text form with a notice period of 30 days towards the end of each term.

8.1 Effects of termination

Termination does not affect any rights, obligations, or liabilities of either party that have accrued before or are intended to stay effective beyond termination.

All property belonging to ROOMZ shall be returned.

9 Intellectual property

Title to and ownership of all copyrights, patents, trade secrets, data, know-how, and all other intellectual property rights, whether formally registered or not, ("**Intellectual Property Rights**") and interest in the Services (incl. Hardware and Software) that ROOMZ may provide to the Customer under the Agreement, including all developments or derivative works relating to the Services or the Software, and any documentation of ROOMZ provided to the Customer remain vested absolutely in ROOMZ. The Customer shall not acquire any interest therein except to the extent that it is granted a license hereunder.

Any Intellectual Property Rights created by the Customer's employees, contractors, agents, or other representatives in the course of the Agreement, in relation to the Services or the Software, should belong to or immediately upon creation be transferred to ROOMZ. The Customer undertakes whatever additional action necessary to ensure that the Intellectual Property Rights ownership will be transferred. Furthermore, the Customer warrants that the Customer and its employees, contractors, agents or other

representatives upon request of ROOMZ execute all necessary steps to register, or otherwise secure such Intellectual Property Rights.

ROOMZ hereby grants to the Customer a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property Rights to the Services and the Software in connection with the activities of the Customer as defined in the Agreement. The Customer does not have a right to sublicense the Intellectual Property Rights to the Services or the Software, except to a subsidiary, or with the prior written consent of ROOMZ. The Customer shall be responsible for any such sublicensee's compliance with the terms and conditions of the Agreement.

The Customer grants ROOMZ the non-revocable right to access and use the data generated by the use of the Software and the Services for internal purposes, such as research development and the improvement of the Services. For external purposes, ROOMZ may use such data solely in anonymized and aggregated form.

The Services may contain open-source components. Such components are subject to the respective license.

Notwithstanding anything to the contrary in this Agreement, the Customer hereby grants ROOMZ a non-exclusive, worldwide, royalty-free license to use any ideas, suggestions, messages, comments, input, recommendations, or enhancement requests provided by the Customer, its employees or agents in connection with the Services to ROOMZ for any lawful purpose.

10 Liability and indemnity

ROOMZ is fully liable to the Customer for damages resulting from ROOMZ's gross negligence or willful misconduct. ROOMZ's liability in all other cases and to the extent permitted by applicable law is excluded.

ROOMZ will not be held liable for inaccuracy or incompleteness of the Services or the Software, or the incompatibility of the Services with any specific objectives that the Customer is hoping to achieve.

Neither party shall be liable for any failure to perform its obligations under this Agreement (other than payment obligations) caused by circumstances beyond the parties' reasonable control (force majeure).

11 Warranties and representations

The Customer acknowledges that the Hardware, Software and all part of the Services are provided "as is" and "as available", and ROOMZ makes no warranties or representations of any kind related to the Software, the Services or the information and materials contained thereon. ROOMZ makes the Hardware, the Software or the Services available to the Customer and uses reasonable care and skill in the performance of the Services.

ROOMZ warrants that, to ROOMZ's present knowledge, the Services do not infringe upon any third party patent, copyright, trademark, trade secret or other intellectual property right.

The Customer acknowledges that:

- complex software is never wholly free from defects, errors and bugs, and ROOMZ gives no warranty or representation that the Services will be wholly free from such defects, errors and bugs;

- complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, ROOMZ gives no warranty or representation that the Services will be entirely secure; and

- ROOMZ does not warrant or represent that the Services will be compatible with any application, program or software not specifically identified as compatible with the Services.

Except as explicitly stated in the Agreement, ROOMZ makes no express or implied warranty as to the Software or any part of the Services.

11.1 Hardware warranty

ROOMZ warrants that, for a period of 24 months from the date of acceptance of the Hardware, the Hardware shall be free from defects or deficiencies in material or workmanship under the normal and proper use for which the Hardware was supplied (unless stated otherwise).

12 Confidentiality

The parties may disclose to each other confidential information ("**Confidential Information**"). Confidential Information includes, without limitation, any information which is marked as confidential such as organization information, customer databases, data, trade secrets, functionalities and features of the Services, or information which has otherwise been indicated as being confidential or could reasonably be deemed confidential and attributable to the Customer or ROOMZ.

Confidentiality obligation is, in particular, applied to all officers, employees, agents, professional advisers and freelancers of both parties.

Publicly available or accessible information, information lawfully and unrestrictedly received or independently developed by the receiving party, is not considered confidential.

Each party undertakes to protect all confidential information that becomes accessible or known based on the Terms. This confidentiality obligation remains in force even after the termination of the Agreement. ROOMZ and the Customer may further define their duties regarding confidentiality in a non-disclosure agreement, in which case the provisions of the non-disclosure agreement prevail.

13 Data protection

ROOMZ protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union.

The Customer authorizes ROOMZ to use, process, and store relevant data for the performance of the Agreement and to use anonymized data to improve its services or for analysis purposes.

The parties further define their duties regarding data protection in a data processing agreement (DPA) available here. DPA constitutes an integral part of the Agreement, and in case of discrepancies, the provisions of the data processing agreement prevail.

14 Marketing

The Customer entitles ROOMZ to use the Customer's name, logo, and a brief description of the services provided for advertising purposes on ROOMZ's website and other marketing or investment materials. Any other use requires the prior consent of the other party.

15 Miscellaneous

Entire Agreement: The Agreement constitutes the entire agreement between ROOMZ and the Customer, and supersedes all prior agreements, between the parties relating to the subject matter of the Agreement. Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms.

Notices: Notices must be given in writing, including e-mail, and need to be communicated:

- **To ROOMZ's attention**: via email to: support@roomz.io

- **To Customer's attention**: by publishing on the Website or where explicitly agreed between the parties via email to the last e-mail address provided for this purpose by the Customer. It is the Customer's responsibility to keep provided contact information current.

Severability: If a provision of the Agreement is determined by any court or other competent authority to be unlawful, invalid and/or unenforceable, the other provision of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted). The parties commit themselves to substitute the ineffective provision with one that most closely reflects the economic intention of the ineffective provision. The same applies to unintentional gaps in the Agreement.

Parties' status: Parties act as independent contractors and nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

No Assignment: The Customer may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of ROOMZ.

Governing law and Jurisdiction: This Agreement, and all claims or causes of action that may be based upon, arise out of or relate to the Terms or the Agreement, will be governed by and construed in accordance with the substantive laws of Switzerland excluding its conflict of law provisions and

excluding the United Nations Convention on the International Sale of Goods (CISG); and the exclusive place of jurisdiction and fulfilment is Fribourg, Switzerland. ROOMZ may choose as alternative place of jurisdiction any competent court of justice worldwide.

Changes to the Terms: ROOMZ reserves the right to amend the Terms, including the applicable fees, from time to time at its sole discretion by publishing an updated version of the Terms on ROOMZ'S website. Where possible, ROOMZ will electronically notify the Customer of any material changes to the Terms. The Customer should check the Terms regularly and only use the Hardware and the Services upon acceptance of the changes to the Terms. The Customer's continued use of the Hardware and the Services following any amendments indicates acceptance of the changes to the Terms.