Part I: General terms of use

Scope

(1) The AVELON CLOUD SERVICES connect remote systems bi-directionally, typically in industrial, utility and building engineering systems, by means of local devices, such as automation stations, wireless sensors, small computers ("EDGE DEVICES"), with server systems in computing centers ("AVELON CLOUD"). Typically, authorized users connect to the AVELON CLOUD via a browser. Furthermore, the user can have data exchange connections established from the AVELON CLOUD to other systems, such as third-party server systems. EDGE DEVICES can be equipped with Avelon software ("FIRMWARE") that is adapted to them, runs on them and is updatable at runtime. Avelon offers software ("APPS") that can be installed locally on end devices.

(2) The term "AVELON CLOUD SERVICES" encompasses the AVELON CLOUD, APPS and EDGE DEVICES with FIRMWARE that can be updated technologically at runtime ("over the air").

(3) The AVELON CLOUD SERVICES are directed at the employees and authorized representatives of legal entities and deal with commercial applications. Users who use AVELON CLOUD SERVICES are referred to in the following as "Users". One or more Users are grouped into "Clients" within which the Users can work together. Clients can be linked to each other using configurable client relationships so that their users can work together with a minimum of user information. In the AVELON CLOUD SERVICES, a client is also referred to as a client.

Subject matter of the contract, contract commencement and duration

(4) The subject matter of the license agreement (Also referred to as "Agreement") between Avelon AG with headquarters in CH-8048 Zurich, Bändliweg 20 ("Avelon") and a User is the provision of the AVELON CLOUD SERVICES via a data network, preferably via the Internet, to the User subject to compliance with these terms of use. The license agreement is based solely upon these Avelon terms of use.

(5) Avelon is the owner of the rights to the AVELON CLOUD SERVICES or is authorized to operate them. The use of the AVELON CLOUD SERVICES by the User is carried out by remote access using the User's mobile or stationary end devices.

(6) By registering for or using the AVELON CLOUD SERVICES, the User is deemed to have accepted these terms of use. At the same time, the User confirms that it is acting as an employee or on behalf of a legal entity.

(7) A new client can be created when activating an EDGE DEVICE, whereby only in this case do the provisions of Part II become the subject matter of the contract.

(8) The license agreement takes effect with the activation of an EDGE DEVICE or with the use of the AVELON CLOUD SERVICES.

(9) The license agreement ends with the erasure of the User's account, which can be requested by the User at any time and informally.

(10) Avelon is entitled to terminate the license agreement for reasonable cause at any time with a notice period of 10 workdays at the end of a month. Notification of termination is given in writing or by email.

System description, documentation

(11) The AVELON CLOUD is located on server systems in computing centers in Switzerland and is accessible through public IP addresses or via non-public VPN connections, allowing the User to use the AVELON CLOUD SERVICES via these connections.

(12) The functions of the AVELON CLOUD SERVICES are documented in the respective current user documentation, which can be viewed at https://avelon.cloud/docs/en, as well as in the respective current description of the "SERVICE PACKAGES", which can be viewed at https://avelon.com/en/licensing-model.

(13) In addition to the respective system requirements of an EDGE DEVICE connected to the AVELON CLOUD SERVICES, which are documented in the respective operating manual of the EDGE DEVICE, the User must ensure that the following system requirements are fulfilled:

- End devices equipped with state-of-the-art operating system, with access to the data network and security precautions taken.
- Browser (Google Chrome, Firefox, Microsoft Edge) in the respective currently available, released version.
- Use of the AVELON CLOUD SERVICES only in connection with EDGE DEVICES approved for this purpose.
- Prompt updates, if possible, automatic updates of APPS.

Service provision

(14) In connection with the AVELON CLOUD SERVICES, Avelon undertakes to provide the services listed in the section "System description, documentation", as well as in the section "Adaptations, maintenance".

(15) Avelon also undertakes to store and back up the User-specific data generated during use in accordance with the section "Data, data protection".

(16) Avelon is entitled to have all or individual services, to which Avelon is obligated under the Agreement, performed by subcontractors who are called in. The User may request information from Avelon at any time about the subcontractors used to provide the AVELON CLOUD SERVICES and their function.

(17) For the term of the Agreement, starting with the commencement date, Avelon shall make the functionalities specified by the SERVICE PACKAGES pursuant to clause (12) available for use by the User, subject to payment of all fees due and payable (if any), and compliance with these terms of use.

Availability

(18) In the absence of any provisions made to the contrary and having priority, the following shall apply:

- The AVELON CLOUD SERVICES are provided at the router output ("transfer point") of the server platform in the computing center. Avelon software programs associated with the AVELON CLOUD that are required for the use of storage and computing power, each in the context of a SERVICE PACKAGE, are provided at the transfer point.
- Avelon guarantees an AVELON CLOUD server availability of 99% per year, subject to deduction of planned shutdown times, especially for maintenance activities. Availability means the ability of the User to use all the main functions of the AVELON CLOUD. Avelon's measurements in the computing center at the transfer point are decisive as the proof of availability.
- Avelon is entitled to interrupt the use of the Avelon system for maintenance purposes for eight hours upon one week's notice. Interruptions for which notification has been made shall not be included in the calculation of the availability.

(19) Irrespective of the contractually agreed interruptions, Avelon shall make every reasonable effort to rectify interruptions of use as quickly as possible.

(20) The technical requirements for the use and network connection of the User are described in the user documentation of the respective device or of the AVELON CLOUD. The technical requirements stated therein and that were valid at the time of the conclusion of the contract may be unilaterally adapted by Avelon at any time; however, Avelon shall observe a notification period of one (1) month.

(21) The User understands and accepts that impairments may arise in relation to the availability of the AVELON CLOUD SERVICES that are beyond the control of Avelon. In particular, events of force majeure, actions of third parties, hardware and software of the User and the User's technical infrastructure can interrupt or impair the AVELON CLOUD SERVICES.

Intellectual property, usage rights

(22) All intellectual property rights to the AVELON CLOUD SERVICES including APPS, FIRMWARE, AVELON CLOUD, SERVICE PACKAGES, utilities, documentation, and to the Avelon contractual

services (including, but not limited to, patents, designs, know-how, copyrights, trademarks, etc., whether registered or not), regardless of their protectability, are the sole property of Avelon. In particular, the User does not acquire any rights to the aforementioned, nor to the developments and know-how of Avelon.

(23) For the duration of the Agreement, the User shall be granted a non-exclusive, non-transferable, non-sublicensable and, depending on the SERVICE PACKAGE, payable right to use the agreed scope of functions of the AVELON CLOUD SERVICES, that is determined by the respective SERVICE PACKAGE. The content and scope of the license to software from third-party suppliers, including open source software, is determined by the license conditions of the respective third-party supplier, see clause (48). The provisions of this clause (22)ff. shall govern the User's rights of use conclusively.

(24) The User is entitled to allow the users authorized by him to use the AVELON CLOUD SERVICES within the scope of this License Agreement. For this purpose, the User shall impose the provisions stated in the License Agreement upon the authorized users prior to any use by the respective authorized user and shall prove this imposition to Avelon upon their first request. Avelon shall provide the User with the User's main access.

(25) Under no circumstances may any use be made in a manner contrary to the Agreement or the law or for illegal purposes (incl. infringement of third-party property rights or use of unlawfully obtained or processed data). In particular, the User is prohibited from publishing or distributing the AVELON CLOUD SERVICES in whole or in part on public platforms. The User undertakes to refrain from transmitting, making available or using any files and other data via AVELON CLOUD SERVICES that are in breach of the Agreement or are illegal. The User undertakes to refrain from using the AVELON CLOUD SERVICES in connection with programs containing viruses or other malicious software. The User undertakes to comply with all applicable export control and embargo regulations, including but not limited to those of Switzerland, the European Union and the United States.

(26) Avelon is entitled to erase illegal data without further deliberation.

(27) The User shall not modify, decompile, reverse engineer, rent, lease, or loan the AVELON CLOUD SERVICES nor allow others to use, copy, or produce derivative products from the AVELON CLOUD SERVICES. Any additions or changes to the AVELON CLOUD SERVICES may only be made by Avelon.

(28) The rights of use granted to the User by Avelon for third-party software created by third parties are limited in scope to the rights of use granted to Avelon by the third party. The user is given the opportunity to inspect the license conditions of the third-party manufacturer at any time at Avelon.

(29) The rights of use refer only to the object code, but not to the source code.

(30) In the event of violations of these terms of use (by the User himself or by authorized users) or of the User's obligations to cooperate, Avelon shall be entitled to block the User's access to the AVELON CLOUD SERVICES or to delete the account.

The User's obligations to cooperate

(31) The User undertakes to comply with the system requirements defined in clause (12)ff. In the case of updates to locally installed software, the User undertakes to update the software as soon as the updates are published. The User shall ensure that the persons authorized to use the AVELON CLOUD SERVICES are familiar with its proper operation.

(32) The User shall keep its access data secret and protect them from access by third parties. Where possible, the User shall activate methods for stronger access protection, such as 2-factor authentication. The User bears the sole responsibility for managing the users it authorizes. The access data must not be used more than once or by more than one person at the same time.

(33) The costs for data connections of the end devices and smart devices are to be borne by the User, who solely bears the responsibility and risk for the availability of the communication connection up to the transfer point.

(34) The User shall make provisions for the event that the AVELON CLOUD SERVICES completely or partially cease to function properly or do so only in a limited manner. The User is aware that emails are read by third parties and Avelon cannot guarantee the security of the AVELON CLOUD SERVICES.

Adaptations, maintenance

(35) Avelon is entitled to further develop and adapt the AVELON CLOUD SERVICES to take into account technical progress, changes in the legal framework or changes in user requirements.

(36) Avelon shall provide information about updates to the AVELON CLOUD SERVICES with reasonable notice (usually 7 days in advance), in particular through a newsletter to which the User may subscribe.

Confidentiality

(37) Avelon and the User shall treat all confidential information and trade secrets of the other party obtained in connection with this Agreement as strictly confidential. Confidential information shall include the AVELON CLOUD SERVICES, documentation, and any other information identified in writing by the disclosing party as confidential or that is obviously to be considered confidential. The same applies to information provided orally, provided that it is designated as confidential at the time of disclosure or within one month thereafter.

(38) Confidential information does not include (i) general or publicly available information; (ii) information that was in the possession of the receiving party prior to receipt without breach of any confidentiality obligation; (iii) data that was independently developed without recourse to confidential information; (iv) information disclosed to the receiving party by a third party not subject to any duty of confidentiality with respect to said information; (v) information disclosed with the consent of Avelon or the User; (vi) information that must be disclosed due to legal or administrative regulations. If the information is required to be disclosed pursuant to a court decision, such decision may not be appealed.

(39) The parties shall provide confidential information to their employees or third parties only to the extent necessary for the performance of their duties under their contractual relationship, and provided that such persons are bound by a corresponding confidentiality obligation.

(40) The aforementioned obligation to maintain confidentiality shall also apply beyond the termination of the contractual relationship.

Data, data protection

(41) The parties are aware that conclusion and performance of the Agreement may result in the processing of personal data concerning the parties, their employees, subcontractors, etc. In this context, the parties shall observe the statutory data protection provisions applicable to them.

(42) The data belong to the legal domain of the User who uses AVELON CLOUD SERVICES, even if they are stored locally at Avelon. The User is therefore exclusively responsible for the storage and processing of the data. When collecting, using and processing data, in particular personal data, the User warrants that it is authorized to do so and strictly complies with all applicable data protection provisions.

(43) Avelon undertakes to process personal data that Avelon receives from the User within the scope of the contractual relationship and processes on the User's behalf (i) exclusively for the purpose of fulfilling the contractual obligations and in compliance with the instructions issued by the User for this purpose; (ii) confidentially, taking appropriate technical, organizational and contractual measures to protect them; (iii) and shall return and/or erase them at the User's discretion after termination of the Agreement or at any time by instruction of the User.

(44) Avelon processes personal data received from the User in accordance with Avelon's Privacy Policy, available at https://avelon.com/en/privacy-policy in the currently valid version. If the parties have concluded an agreement on commissioned data

(45) Avelon makes it possible for the User to download its data stored in the AVELON CLOUD during the term of the Agreement and within 30 days after termination of the Agreement or after the end of the phase-out period utilizing a standardized procedure provided by Avelon. However, Avelon does not thereby assume any warranty for the usability of downloaded data on other systems.

(46) Avelon is entitled to erase the User's data it stores 30 days after termination of the Agreement or after the end of the phase-out period, unless Avelon is obliged to retain it under compulsory law.

Warranty/liability

(47) Avelon warrants for the term of the Agreement, but no longer than until the next update or release is provided, that the AVELON CLOUD SERVICES, when used in accordance with the applicable instructions and in the specified environment and with regular updates, will meet the specifications set forth in clause (12). If a defect occurs of which Avelon has been notified immediately by the User, Avelon will start to remedy this defect by rectification or replacement delivery, at its option. The warranty is limited to material defects that significantly limit the functioning of the EDGE DEVICES, APPS or AVELON CLOUD SERVICES equipped with the FIRMWARE.

(48) The open source software provided with the AVLEON CLOUD SERVICES is provided to facilitate ease of use, is free of charge, and is subject exclusively to the corresponding license conditions (the link to a directory of the open source software used can be reached via the AVELON CLOUD). To the extent permitted by law, Avelon fully excludes any further warranty and liability over and against the user.

(49) If the rectification or replacement delivery fails even after the third attempt, the User is entitled to withdraw from the Agreement. The exercise of the right of withdrawal by the User terminates the User's right to use the AVELON CLOUD SERVICES.

(50) Avelon's liability for culpably caused personal injury is unlimited. Liability for direct property damage and financial losses culpably caused by Avelon in the performance of the present Agreement shall be limited in total to the amount of one year's remuneration for the AVELON CLOUD SERVICE paid by the User.

(51) Any liability of Avelon or its vicarious agents for other or further claims and damages, in particular claims for compensation of consequential, indirect or incidental damages, claims of third parties, lost profits, loss of use, unrealized savings, loss of earnings, business or production – regardless of their legal justification – is expressly excluded.

(52) Avelon is under no circumstances liable for unlawful content in the data stored in its facilities or its misuse by the User.

(53) This limitation of liability shall apply irrespective of the legal justification of the liability. Any further mandatory legal liability, e.g. for gross negligence or willful intent, shall remain reserved.

(54) The User is obliged to carefully check the usability of the AVELON CLOUD SERVICES for the intended purpose in the specific situation and to perform sufficient testing in a safe or non-production environment before putting the AVELON CLOUD SERVICES into operation. Avelon makes no representations, warranties or guarantees of any kind that (i) the AVELON CLOUD SERVICES will meet the User's requirements or that any data available through the AVELON CLOUD SERVICES will be accurate, reliable, uninterrupted or error-free, and (ii) all defects can be rectified.

Force majeure

(55) The parties shall be released from the obligation to perform under the Agreement as long as and to the extent that the non-performance of services is due to the occurrence of force majeure circumstances. The examples in the following non-exhaustive list are considered to be circumstances of force majeure: governmental measures and orders (regardless of whether or not they are lawful), fire, floods, storms, explosions, riots, natural disasters, epidemics and pandemics, acts of terrorism, war, lockout, strike, sabotage, power failure or shortage, disruption of communication networks, provable shortage/supply bottlenecks of necessary materials or

components, as well as other circumstances beyond the control of the parties. Each party shall notify the other party of the occurrence of a case of force majeure immediately and in writing (email is sufficient).

Final provisions

(56) Avelon reserves the right to change these terms of use at any time if so required by law, as a result of system modifications, or for any other compelling reason. In the event of such changes, Avelon will inform the User in an appropriate manner. If the User does not object to the changes within a period of four weeks, the amended terms of use shall be deemed accepted. If the User objects in writing or by email within this period, the contractual relationship shall end and Avelon shall block the User's access to the AVELON CLOUD SERVICES. In the event of contradictions between the language versions of these terms of use, the German version shall take precedence.

(57) All provisions of these terms of use, which by their nature have unlimited effect over time, shall also remain in effect beyond the termination of the contractual relationship.

(58) Notices for the purpose of exercising rights and obligations under the Agreement shall be sent by the User in writing, either by letter or email and subsequent confirmation by letter, to the address of Avelon specified in clause (4).

(59) Should individual provisions or parts of the Agreement be shown to be invalid or void, the validity of the remaining Agreement shall not be affected thereby. In such a case, the parties shall adapt the Agreement in such a manner that the intention of the part that is invalid or has become void will be attained as nearly as possible.

(60) This Agreement may only be assigned or transferred to third parties after prior written consent of the other party, whereby consent may not be withheld unreasonably. Avelon is entitled to transfer the Agreement or individual rights and obligations to another group company or to a buyer / legal successor within the framework of a merger or company sale without such consent.

Applicable law, place of jurisdiction

(61) The Agreement shall be governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 and excluding the conflict of laws rules.

(62) Both parties undertake to strive in good faith for an amicable settlement in the event of any disagreement in connection with the Agreement.

(63) If, despite the efforts of the parties, no agreement is reached by amicable means, the ordinary judge at the place of Avelon's headquarters is declared to be exclusively competent to decide all disputes arising from or in connection with the Agreement, subject to the right of Avelon to bring an action against the User at the latter's headquarters.

Part II: Special provisions for clients

This part applies only for "Clients", defined as legal entities as well as third parties authorized by them ("Authorized Representatives"). Both the Client and the Authorized Representatives are Users in the sense of these terms of use. The Client and Avelon are hereinafter referred to as the "Parties". Should any provision of this part contradict the provisions of Part I, the provisions of this Part II shall take precedence.

Remuneration

(64) If user fees apply for the use of AVELON CLOUD SERVICES, the user fees are documented in the AVELON CLOUD SERVICES order. If the order was initiated by an Authorized Representative, the latter is obliged to inform the Client about the user fees in writing.

(65) If an EDGE DEVICE is activated by an Authorized Representative, the latter is obliged when creating the new client to indicate the person who is authorized to approve the remuneration and invoicing.

(66) For AVELON CLOUD SERVICES marked with "Free", no user fees will be charged.

(67) The Client is obligated to pay Avelon a user fee in accordance with the current price list. All fees and prices are exclusive of VAT and other taxes or duties such as a local tax at source. If local law provides for the withholding and payment of taxes or duties, e.g. tax at source, the Client undertakes to implement this properly and without reducing the respective invoice.

(68) The user fee will be invoiced by Avelon in advance and shall be paid by the Client within 30 days after receipt with no deductions and subject to the exclusion of set-off for receivables. Invoices that are not objected to in writing within the payment period shall be deemed accepted. Avelon is entitled to additionally charge the statutory default interest on all outstanding payments after expiry of the payment deadline without reminder.

Support

(69) If the AVELON CLOUD SERVICES do not fulfill the requirements described in clause (12), the Client can open a support case using the options disclosed under https://avelon.com/en/support.

(70) The Client shall provide as detailed a description as possible (Reproducible how? What was observed? What was expected?) and assist in identifying the failure. Avelon will employ commercially reasonable efforts to resolve support cases. Avelon cannot guarantee or warrant that every support case will be resolvable.

(71) The client can arrange additional support services, e.g. training or project-specific support, separately with Avelon.

Term of Agreement, termination

(72) The Agreement between Avelon and the Client has a fixed duration of two years from the beginning of the next calendar month after it is concluded. It shall be extended by one year respectively provided that it is not terminated in writing by one of the Parties subject to a notification period of one calendar month before expiration of the fixed contract period or of a one-year extension.

(73) Each party is entitled to terminate this Agreement for good cause at any time extraordinarily at the end of a month with a notice period of 20 days. An important instance of good cause is present when the other Party commits a significant breach of contract and does not rectify the breach of contract within 30 days despite being warned in writing.

(74) In particular, at the time the Agreement ends or after the end of the phase-out period, the Client's ability to access the AVELON CLOUD SERVICES and that of its users grouped in the client shall be discontinued. Further post-contractual services by Avelon that are not provided for in the Agreement are owed only if and insofar as they are explicitly agreed between the Parties.