

# SPECIFIC CONTRACTUAL PROVISIONS

## MONZOOM SOLUTIONS

### 1. Scope of application

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These provisions apply to contractual relationships between corporate customers (hereinafter "the Customer") and Monsoon Networks AG (hereinafter "Monsoon") for "Monsoon Solutions" projects.

### 2. Pricing

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The contract documents shall set out the prices payable by the Customer for products and services. Unless otherwise indicated, prices do not include value added tax (VAT), which shall be added at the standard applicable rate at the moment that the invoice is issued.

In the event that Monsoon lowers the prices of its services and products, it may adjust discounts that it has granted accordingly.

### 3. Liability

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In the event of breach of contract, Monsoon shall be liable for any proven damage, unless it can prove that it was not at fault. Monsoon will compensate loss or damage caused intentionally or by gross negligence without limitation. In the event of loss or damage that arises out of simple negligence, Monsoon shall be liable up to a maximum of the equivalent value of the services agreed for the current contract year, except for property damage for which it shall be liable up to a maximum of CHF 500,000 and financial loss for which it shall be liable up to a maximum of CHF 50,000 per loss event and calendar year. Monsoon is only liable for consequential damages, lost profits, and loss of data insofar as such damages cannot be excluded under Article 100 of the Swiss Code of Obligations. Monsoon shall not be liable for damage resulting from unlawful use of its services or use of its services in violation of this contract.

The compensation amounts stipulated in the Service Level Agreements (SLAs) shall be applied to all warranty and compensation claims for failure to comply with delivery times and to grant availability as stipulated.

In the event that the Customer uses his/her access to purchase goods or services from a third party, unless expressly agreed, Monsoon is not a party to the contract. Monsoon accepts no responsibility and makes no guarantee with regard to goods and services that have been ordered or obtained via a connection provided by Monsoon, even if Monsoon handles the collection of third-party claims against the Customer.

### 4. Hardware purchase warranty period

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Monsoon provides a warranty of one (1) year for all sales of hardware, unless otherwise specified by law.

### 5. Legal warranty

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Monsoon ensures that in providing its services to the Customer it will not infringe any intellectual property rights recognised in Switzerland. In the event that a third party tries to prevent the Customer from making use of Monsoon's services in accordance with the agreement by claiming infringement of a preferential intellectual property right, Monsoon shall bear the costs of defending the customer against such claims before the Swiss courts, provided that the customer informs Monsoon in writing in good time and creates the necessary preconditions for Monsoon to be able to take the necessary measures in time to defend its own interests.

### 6. Obligation to cooperate

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The Customer shall fulfil his/her obligation to cooperate, in particular the obligation to provide information, resources, and access permissions in full, in good time and free of charge.

### 7. Terms of payment

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Invoices are payable by the due date indicated on the invoice. If none is indicated, the due date is 30 days after the invoice date. The Customer may contest the bill in writing, stating the reasons for contestation, before the settlement date. Failure to do so is understood as an implicit acceptance of the bill. All outstanding amounts are due and payable upon termination of the contract.

For continuous services (e.g. rent, maintenance), a thirtieth of the monthly costs will be billed for each day of the month that has elapsed.

Unless otherwise agreed, the following conditions and due dates shall apply to contracts for work and services for complete systems:

- 30% at the signing of the contract
- 30% upon delivery of the system or commencement of the one-off service
- 30% after completion of installation or first use
- 10% after the Customer accepts the system as operational

### 8. Retention of ownership

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Ownership of purchased items shall not pass to the customer until the purchase price has been paid in full. Monsoon shall be entitled to register its retention of title with the Swiss Registry of Retention of Title.

### 9. Settlement

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The Customer shall not set off debts owed to Monsoon against his/her own claims without Monsoon's written consent. In the event that Monsoon holds claims against the customer, Monsoon or third parties to whom Monsoon has assigned these claims for collection shall be entitled to offset these claims against the debts that the aforementioned company has against the Customer.

### 10. Amendments

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#### Services

Monsoon is entitled to amend its services at any time. It shall inform the Customer in advance. Should amendment of the service result in a significant reduction in performance for the Customer, he/she shall be entitled to demand an appropriate reduction in the price for this service or to terminate it as of the date on which the amendment came into effect.

**Pricing**

Any changes to individually agreed prices require written consent. Monsoon is, however, entitled to change several prices at once, provided that this does not increase the Customer's overall financial burden. For services where prices have not been specifically agreed individually, Monsoon's current price lists and rates shall apply.

Monsoon reserves the right to amend prices at all times to reflect the adoption of new statutory tax rates and duties. This amendment does not entitle the Customer to terminate the contract.

**Other contractual amendments**

Monsoon shall notify the Customer of other amendments to the contract in sufficient time for him/her to be able to terminate the contract in compliance with the period of notice. Without written notice within this period, any amendments to the contract shall be deemed to have been approved by the customer.

Any amendments to the contract requested by the Customer may be confirmed by Monsoon in suitable form. Unless the Customer requests a correction in writing, via fax or e-mail within the time specified on the order confirmation or the overview of services, the amendment shall become an element of the contract. Monsoon shall note the date of the amendment.