

## DROOPLE | GENERAL TERMS AND CONDITIONS

### I. Introduction

#### 1. Scope

- 1.1 These General Terms and Conditions (**GTC**) apply to all Software, Materials and Services provided by Droople to the Customer. They may be supplemented by other Agreements which may define the terms of application support, service activities, maintenance, updates, and upgrades notably in detail.
- 1.2 Any general terms and conditions or other commercial terms and conditions of the Customer are expressly waived and shall not apply unless expressly agreed between the parties in writing.

#### 2. Definitions

Terms beginning with a capital letter, whether used in singular or plural form, shall have the following meaning:

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

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

**“Confidential Information”** shall mean, by way of illustration and not limitation, all information disclosed or provided by one party to the other party in relation to and/or in the framework of their contractual relationship, including the specifications, the documentation, trade secrets, know-how and internal documents relating to the affairs of the party disclosing it, and/or the affairs of its Affiliates. The Confidential Information of Droople includes also notably but not exclusively all information and documentation relating to the Materials, Software, Services, software documentation, hardware, hardware design, technology, computer program, technical or research data, product, processes, methods, techniques, formulas, compounds, projects, development, marketing or business plan, patents and patented products or inventions. Notwithstanding the foregoing, Confidential Information does not include information that (i) becomes public independently of a breach committed by the receiving party; (ii) is developed independently by the receiving party; (iii) is known

by the receiving party before the other party discloses it; (iv) is legitimately received by a third-party not subject to an obligation of confidentiality; or (v) is required to be disclosed pursuant to the law or upon a final, enforceable order by a court or a competent authority (in which case it must only be disclosed to the extent required and after notifying in writing the party to which it belongs).

**“Customer”** shall mean any professional individual or any company that has entered into an Agreement with Droople.

**“Data Generated”** shall mean all data generated by the processing of data belonging to the Customer in the context of the Customer's use of the Services, Software and/or Materials.

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

**“Error”** shall mean any error occurring during use of Materials and/or access to a Software, which is not necessarily due to a Defect, such as bugs, malfunctions, etc.

**“Fee”** shall have the meaning set forth in Section 4.1 below.

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

**“GTC”** shall have the meaning set forth in Section 1.1 above.

**“Instructions for Use”** shall mean the instructions as for use pertaining to a Material or Software.

**“Droople”** shall mean Droople SA (CHE-409.127.471), chemin des Jardins 3, 1185 Mont-sur-Rolle, Switzerland.

**“Major Defect”** shall mean any Defect that objectively compromises the performance of the Material or the Software in such a way that the intended purpose can no longer be achieved.

**“Material”** shall mean any equipment, sensors (e.g. iLink (headset only) and iFlow (headset and sensor)), routers, hardware, products and/or material, including accessories, which is expressly named in the applicable Agreement by Droople.

**“Minor Defect”** shall mean with regard to any Material any non-conformity with the specifications

mutually agreed by the parties that is not a Major Defect.

“**Personal Data**” shall mean all information that relates to an identified or identifiable person, according to the Federal Data Protection Act.

“**Services**” shall mean any services in connection with the Materials and/or the Software e.g. installation of the Materials at the location indicated by the Customer, use or access of the Software, customer service, training, technical support, or consulting services explicitly provided by Droople to the Customer under and in accordance with the terms of one or more applicable Agreement.

“**Software**” shall mean any software provided by Droople to the Customer in relation to the operation of the Materials (e.g. firmware, user interface) and in accordance with the terms of one or more applicable Agreement.

“**Third-Party Software**” shall have the meaning set forth in Section 14.1 below.

### 3. Offer and agreement

3.1 Offers made by Droople that are to be accepted within a fixed acceptance period shall be valid until the expiry of that period and Droople shall be released from its offer if it has not received acceptance before the expiry of that period. Offers made without a fixed acceptance period are not binding on Droople and may be modified at any time without notice to their recipients.

3.2 Unless agreed otherwise in writing, an Agreement between Droople and a Customer shall be deemed to have been entered into if the Customer has returned a signed copy of a quotation or any similar ordering document, any contracting document, or any equivalent document, or these GTC signed by Customer.

## II. Financial terms

### 4. Fees

4.1 The Customer shall pay all the price(s) and/or fee(s) indicated by Droople on a duly filled invoice (the **Fee(s)**). The Fees can notably include without limitation purchase price for the acquisition of Materials, fees for Software, service fees for Services as well as any additional fee for any additional services, new releases or upgrades not included in the Agreement.

4.2 All prices are stated EXW (Ex-Works) Droople, chemin des Jardins 3, 1185 Mont-sur Rolle, 1025 Switzerland according to Incoterms 2020, unless expressly agreed otherwise.

### 5. Payment terms

5.1 In case of one-time Fee(s) payment, Droople's invoices are due and payable within 30 days of their issue date, unless otherwise agreed in writing.

5.2 In case of recurring Fee(s) payments and unless agreed otherwise in writing, Droople shall send its invoices to the Customer on a regular basis, before the beginning of the period covered by the invoice, for payment before the beginning of such period. The paid invoices are non-refundable in case of termination of the Agreement, except as provided in Section 11.

5.3 All payments shall be made in the currency quoted by Droople in its invoice and on the bank account mentioned on each invoice. Any payment or bank charges shall be borne exclusively by the Customer.

5.4 Payment shall be considered received by Droople on the day the amount of the invoice is credited to Droople on the account mentioned on the invoice. Payments received regularly shall be offset with the oldest debt. Unless otherwise agreed upon, the Customer is not entitled to withhold and/or offset any amounts owed.

5.5 If the Customer fails to fulfil the terms of payment, Droople shall be entitled to charge an interest of 10 % per year on the outstanding amount, without having to send any payment reminder to the Customer.

5.6 If the Customer fails to fulfil the terms of payment, Droople shall also have the option to do one or more of the following: (i) decline to accept additional orders or fulfil pending orders; (ii) suspend contractual performance until payment is received by Droople or further assurances asked for by Droople are received; (iii) temporarily suspend any Services and/or any Customer's access and use of the Software; and/or (iv) if the Customer has been in default for more than 30 days, declare the entire outstanding unpaid amount due and payable immediately and/or terminate the Agreement unilaterally and immediately by written notice to the Customer. Nothing contained herein shall release the Customer from any previous obligation.

5.7 The Customer shall be liable to Droople for all costs incurred by Droople in its collection of any amounts owed by the Customer which are not paid when due, including collection agencies' and attorneys' fees and expenses, regardless of whether a lawsuit is filed or not.

5.8 From time to time, Droople may review the Customer's creditworthiness. The Customer agrees to provide Droople with all credit information reasonably requested, and the Customer represents and warrants to Droople now, and each time the Customer places an order, that all information the Customer has provided is true, correct and updated.

### III. Obligations of Droople

#### 6. General principles

- 6.1 Subject to the Customer's compliance with all its contractual obligations, in particular the timely payment of all due amounts, Droople shall provide the Materials, Software and Services in accordance with one or more Agreements.
- 6.2 By default, Droople shall only be bound by an obligation of means under an Agreement for the supply of Services and Software. Droople shall supply the Services in accordance with standard professional practice, with care and diligence required from a supplier of similar services. Training, technical support or consulting services do not place Droople under an obligation of result.
- 6.3 Droople shall only have an obligation of result if such obligation is expressly provided for in an Agreement in written form, and if the expected results are described therein.

#### 7. Types of services

- 7.1 Installation. The customer is solely responsible for the installation of the Materials or the setting up of the Software. Droople may provide installation services to the Customer and assist the Customer in the installation of the Materials or in the setting up of the Software.
- 7.2 If Droople shall provide installation or setting up services, the Customer undertakes to fulfil in any event and at its expense the conditions necessary for a proper installation by Droople, as indicated by Droople, before such installation takes places.
- 7.3 Training. The Customer is solely responsible for adequate further training of its personnel in how to use the Materials, Software or infrastructure on/with which Materials are installed and/or used.
- 7.4 Droople may provide training services subject to a fee or if provided for in a separate agreement.
- 7.5 Additional services.  
To the extent expressly provided for by specific agreements, Droople may provide the Customer with other services, in particular Software development services, consulting services, as well as support and maintenance Services.
- 7.6 Support and maintenance.  
In the absence of a specific support and maintenance Agreement, Droople may, at the Customer's request and at the Customer's expense, set up a support Service. In this case, Droople shall use its best efforts to resolve and/or correct the problem concerned, without any guarantee whatsoever, in particular in terms of reaction time, intervention time or correction time or result.
- 7.7 Except as otherwise agreed upon in writing, Droople shall not assume any obligation to carry out further developments and specific projects, for

instance improvement and adaptation of the Material and/or of the Software or other developments (evolutive maintenance).

#### 8. End-of-support

- 8.1 Droople may stop providing support Services at any time. If Droople ceases the support for Software, Droople has no obligation to perform the Services or to deliver the Software beyond the end date of support. Droople shall reimburse the Customer the amount of the Fees already paid by the Customer for the Services that will not be executed and/or the Software that will not be delivered. The Services related to the Software already executed by Droople and the Materials already purchased by the Customer from Droople will not be reimbursed to the Customer at the End-of-support date.
- 8.2 Droople may terminate any Agreement relating to Software by the support end date, upon reasonable notice to the Customer.

### IV. Delivery

#### 9. Materials

- 9.1 If installation is not required by law and unless otherwise agreed in writing, all Materials shall be delivered EXW (ex-works), Droople SA, chemin des Jardins 3, 1185 Mont-sur-Rolle, Switzerland, according to Incoterms 2020.
- 9.2 Unless otherwise agreed in writing, Delivery times and dates shall not be binding to Droople and are given for information purposes only. Droople shall be entitled to make partial Deliveries.
- 9.3 Unless otherwise agreed in writing, the Customer shall insure the Materials against the risks of loss or damages to the Materials arising out of the transportation and handling of the Materials during the Delivery.
- 9.4 The Customer is responsible for inspecting all delivered or collected Materials within 15 days after Delivery and shall notify immediately Droople in writing of any Major Defects which are discoverable on a visual inspection. Major Defects which are not discoverable on a visual inspection shall be reported to Droople in writing within 15 days of their discovery. In the absence of any such timely notice, the Materials shall be deemed irrevocably accepted and any such later claims shall be deemed waived. In case of Major Defects notified in accordance with this Section 9.4, Droople may at its own option: (i) replace the Material or (ii) reimburse the Customer. Transportation damage claims must be made by the Customer directly to the carrier in accordance with such carrier's policies, which generally require such claims to be made prior to the time the carrier leaves the delivery destination. The Customer shall inform Droople of such claims.

**10. Software**

- 10.1 Unless otherwise agreed in writing, Droople shall provide the Software in object code only; no physical format shall be delivered.
- 10.2 Delivery is considered to have taken place at the time of downloading by the Customer. The Customer shall inform Droople immediately of any problem that may have prevented complete downloading of the Software. If the setting up of the Software takes place in accordance with Section 7.1 above, Delivery is deemed to have taken place at the time of the installation by Droople.
- 10.3 Droople does not represent or warrant that the Software will meet the Customer's requirements or objectives. In particular and unless expressly specified, Droople does not guarantee that (i) the Software shall be free of Defects and/or Errors and/or available without interruption or that it shall correct all the Defects and/or Errors that may arise; (ii) the Software shall work in combination with any hardware, software, Third-Party Software, system, service or data not supplied by Droople; and that (iii) the Software shall meet the Customer's expectations and requests, or that they may be adapted or configured according thereto. The use of the Software is entirely at the Customer's own risk and Droople expressly disclaims any warranties regarding the Customer's use thereof and/or any decisions taken by the Customer's based on the insights gained from its use of the Software.

**11. Change to Materials, Software and Services**

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

**V. General provisions****12. Intellectual property rights**

- 12.1 Unless otherwise agreed in writing, nothing in the Agreement or these GTC shall be interpreted as the assignment and/or transfer of any intellectual proprietary rights from Droople to the Customer.

Droople retains all right, title and interest in and to the Software, patents, trademarks, all intellectual property rights therein and all intellectual property rights embedded in the Materials.

- 12.2 The use of any Material or Software embedding Droople's intellectual property rights shall require a valid license being granted to the Customer and being in force.
- 12.3 License. Unless otherwise agreed in writing, any such license granted by Droople to the Customer on the Software and/or the Materials is a limited, non-exclusive, non-transferable license to use the Software and/or Materials solely in accordance with the respective intended use and instructions, without right to sub-license. Software and/or Materials or other delivered with or integrated in hardware products may solely be used in conjunction with such hardware products. Software and/or Materials are provided for the term stipulated in the Agreement and in the location indicated in the quotation for such Software and/or Materials or, if no such indication is made for the Software and/or the Materials, for the hardware product that it is integrated with.
- 12.4 Depending on the type of License defined in the relevant Agreement, the rights granted by Droople may be limited by the number of users.
- 12.5 The Customer shall not copy, share, distribute, re-sell, offer for re-sale, transfer or sub-license Software in whole or in part and shall not attempt to modify, disassemble, decompile, or in any other way reverse engineer Software or any Materials and shall prevent third party access to Software or any Materials.
- 12.6 The sale of Materials by Droople to the Customer constitutes nor an assignment nor a license, implied or otherwise, for the use of any intellectual property rights of any third parties, nor does it constitute a license, implied or otherwise, of any intellectual property rights of Droople, save as expressly provided for in the Agreement.
- 12.7 In the event that all or part of the Services, Software, and/or Materials, are subject of an action, claim or legal or administrative proceeding, due to the breach of any intellectual property right belonging to a third-party, or if Droople considers there is a risk of such action, claim or legal or administrative proceeding, Droople reserves its right to, defend, at its own expense, any such action, claim or legal or administrative proceeding brought against the Customer. Droople shall have sole control, in particular of any negotiation, compromise or settlement. Droople may (i) obtain the right to continue supplying the Materials, Services or Software to the Customer; (ii) replace

or modify the Materials, Services or Software concerned so that they no longer breach the intellectual property right in question; or (iii) stop supplying the Materials, the Services and/or Software or stop selling and/or distributing the Materials concerned, and terminate the relevant Agreement.

### 13. Generated content

- 13.1 The Generated Data in the execution of and in accordance with an Agreement is and shall remain the exclusive property of the Customer. Nothing in these GTC or in the relevant Agreement can be interpreted as a transfer of ownership of this Generated Data to Droople.
- 13.2 The Customer grants Droople a global, free, unlimited, irrevocable and non-exclusive license to access and use the Generated Data in order to provide the Materials, the Software, the Services and/or other services, including a license to collect, process, store, generate, interpret, republish, copy, modify and transfer the Generated Data to third parties to the extent necessary to provide the Materials, the Software and the Services and/or other related services, as well as to improve the Materials, the Software and the Services.
- 13.3 The Customer may at any time request a complete history of the Generated Data, which will be provided by Droople in a standard format and on a standard medium.

### 14. Third-party software

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

### 15. Security and data protection

- 15.1 The Customer assumes the obligations and responsibilities of a data controller in connection with the processing of its Personal Data within the framework of the Services. Droople assumes the

obligations and responsibilities of a sub-contractor in relation to the processing of this Personal Data.

- 15.2 Any processing of the Customer's Personal Data by Droople within the framework of the Services, including any processing carried out by its possible subcontractors, is deemed to take place on the Customer's order and is limited to the implementation of Droople's obligations under its contractual relationship with the Customer. In this context, Droople undertakes to comply with the applicable Swiss or cantonal data protection legislation.

### 16. Confidentiality

- 16.1 Unless otherwise agreed in writing, Droople and the Customer undertake (i) to ensure the confidentiality of the other party's Confidential Information; (ii) not to disclose the other party's Confidential Information to a third-party, other than its employees, agents or subcontractors that need to know the information in order to exercise the rights and fulfil the respective contractual obligations of the parties; and (iii) only to use the other party's Confidential Information to exercise their rights and fulfil their respective contractual obligations.
- 16.2 The parties' obligations regarding the Confidential Information shall remain in force for the entire duration of the contractual relationship with the Customer and/or for as long as the information concerned remains Confidential Information.
- 16.3 Each party also undertakes to ensure that these provisions are complied with by its personnel and by any third-party that might intervene in any way whatsoever in the exercise of its rights and performance of its contractual obligations.
- 16.4 Notwithstanding the foregoing, unless expressly prohibited in writing by the Customer, Droople reserves the right to mention the Customer's name as a reference and to mention the nature of the Services and/or Licensed Products supplied, and/or Materials sold and/or distributed, for promotional purposes.

### 17. Liability

- 17.1 Subject to Sections 18.1 to 18.4 and 23.4, Droople shall only be responsible for losses, damages or liabilities, caused to the Customer due to a breach caused by a willful misconduct or gross negligence of its contractual obligations pursuant to these GTC and/or an Agreement, proof of which must be demonstrated by the Customer.
- 17.2 To the extent permitted by law, Droople shall not be held liable for any claims, demands, losses, costs, or damages suffered by the Customer, which may result from the use of the Materials and/or Software by the Customer or any third

party, or any acts or omissions of any end-user of the Materials or Software. Section 17.4 shall apply to any liability of Droople.

- 17.3 Within the limits of applicable law, the liability of Droople is expressly excluded in respect to these GTC and/or all Agreements and their performance, irrespective of the grounds of the Customer's actions, claims or legal or administrative proceedings, including for consequential or indirect losses, damages or liabilities, in particular with regard to any operating loss, damage or destruction of data. The exclusion of liability pursuant to this Section 17.3 also applies to Droople's directors, employees, agents and subcontractors.
- 17.4 Without prejudice to the foregoing, Droople's total liability and/or that of its directors, employees, agents and subcontractors per contractual year is in any cases limited to the lowest of the following amounts: (i) the annual average of the amounts actually paid by the Customer for the Services, the Licensed Products or Materials concerned; or (ii) the total amount actually paid for the Services, the Licensed Products or the Materials concerned, since entering into the relevant Agreement.
- 17.5 Within the limits of applicable law, catalogues, technical specifications, descriptions, illustrations and other documentation provided by Droople and relating to the Services, Materials or Software are for information purposes only and shall not constitute any representation or warranty of any kind.

## 18. Warranty

- 18.1 Notwithstanding Section 17 above, Droople warrants to the Customer that the Materials manufactured by Droople that are sold to the Customer shall be free from Major Defects in material and workmanship as may be required for normal use for a warranty period of 1 year following the Delivery of Materials. Droople's sole liability under the warranty on the Materials shall be, at Droople's option, to either (i) replace or repair the defective Material(s) or (ii) refund or credit the Fee(s) to the Customer. This Section 18.1 sets forth the Customer's exclusive remedy for a Defect and is subject to timely notice in accordance with Section 9.4 and/or 10.2. Any oral or written statement concerning the Materials inconsistent with the limited warranty set forth herein or in the relevant Agreement shall be of no force or effect. Third Party Software is expressly excluded of any warranty given by Droople.
- 18.2 A replacement or repair of Materials in accordance with Section 18.1 above, shall under no circumstances give rise to a new warranty period, or an extension or suspension of the initial

warranty period set forth in Section 18.1 above. Droople shall acquire ownership of all replaced Materials. The warranty is likewise not extended for periods in which the Materials are not used.

- 18.3 The warranty provided under Section 18.1 above, covers Materials within the meaning of these GTC exclusively. In addition, Droople shall have no warranty obligation whatsoever with respect to any damage to Materials caused by or associated with: (i) usage not in accordance with the Materials instructions, for a purpose not indicated on the instructions for use or labelling; (ii) abuse, misuse, neglect, improper maintenance or storage, accident, vandalism, or the negligence of any party other than Droople; (iii) external causes, including natural disasters, acts of God, power failure, cosmetic damage or melting; (iv) use of unauthorised third party consumables and accessories with the Materials; or (v) modifications or alterations to Materials not expressly authorised in writing by Droople (including without limitation any modifications to any software programs that are embedded in the Materials). Droople's obligations under this limited warranty are also contingent on the Customer's payment in full of the applicable Fees. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DROOPLE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND DROOPLE DOES NOT REPRESENT OR WARRANT THAT ANY MATERIAL SHALL MEET THE CUSTOMER'S REQUIREMENTS.
- 18.4 The expressed warranties and remedies stated in these GTC shall be in lieu of all other warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade, usage, course of dealing or otherwise, all of which are excluded herewith to the fullest extent permitted by applicable law.
- ## 19. Indemnisation
- 19.1 The Customer defends and indemnifies Droople against any damage or prejudice and against any action, lawsuit or judicial or administrative procedure of a third party or authority and resulting from the breach by the Customer of any of its commitments under these GTC and/or an Agreement in which these GTC are incorporated by reference, including for its attorney's fees and costs of proceedings.
- 19.2 If such an action, suit or proceeding is brought against Droople, Droople will notify the Customer

as soon as possible and allow the Customer to take control of its defense, at its own expense, and to settle such action, suit or proceeding by way of settlement, without however allowing the Customer to accept any liability on the part of Droople.

## 20. Independent Contractors

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

## 21. Compliance with laws

For each Agreement, the Customer warrants that it (i) has obtained all internal and external authorizations that may be required and (ii) is not in breach of any contractual, legal or regulatory obligations by entering into such an Agreement.

## 22. Term and Termination

22.1 Unless agreed otherwise in writing, each Agreement shall enter into force as of its execution date (the **Effective Date**) and shall remain in full force until expiration of the term set forth in the Agreement, unless such term shall be coordinated with the nature of the provision of Services and/or the sale or distribution of Materials.

22.2 Each party may individually terminate one or more Agreements in writing with immediate effect, in the event of material breach by the other party of its obligations pursuant to the applicable Agreement, which the latter has not remedied within 30 days of receiving a written notification containing a reasonably detailed description of the contractual breach. In such a case, all the other rights and claims of the party having terminated the Agreement in question shall continue to apply. Droople shall notably have the right to terminate any Agreement with immediate effect shall the Customer become insolvent, or subject to levy of execution or seizure measures.

22.3 Upon expiry or termination of the Agreement according to the Agreement or to Sections 5.6, 12.7, 22.2 or 23.4 of these GTC, all Confidential Information of Droople, including Software, and any copies thereof shall be returned to Droople at Droople's request or permanently destroyed or deleted from any support of the Customer immediately. The Customer may keep any purchased Materials but shall no longer be entitled to benefit from any potential upgrade, improvement or new release, nor shall it continue to benefit from maintenance and support agreements, if subscribed. At Droople's request, the Customer shall return within 30 days from such expiry or termination, at its own costs to Droople SA, chemin des Jardins 3, 1185 Mont-sur-Rolle, Switzerland, in accordance with Incoterms 2020,

any Materials that the Customer did not purchase. The Customer shall be liable for any risk of loss and any damage to such Materials until their return to Droople at the location indicated by the latter. In addition, if such return is delayed for any reason, the Customer shall be liable for the payment of all costs, insurance fees and taxes related to such Materials and shall pay to Droople a compensation equal to the Fee which would be due in application of Section 4 for the use of such Materials during the delay period. All Fees already paid by the Customer shall remain acquired to Droople and are not reimbursable to the Customer, except as provided in Section 11. The Customer shall immediately pay all outstanding amount due to Droople.

## 23. Miscellaneous

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

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

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

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

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

23.6 Assignment. Neither these GTC nor any of the Customer's rights or obligations hereunder, may be assigned, transferred or sublicensed by the Customer to any third party, without Droople's

prior written consent. Any such purported assignment, transfer or sublicense shall be null and void. Droople may assign and transfer all or part of these GTC, or of any of its rights or obligations hereunder, to any of its Affiliates.

- 23.7 No third-party beneficiaries. These GTC shall be binding and inure solely to the benefit of the parties (and their respective lawful successors and assigns). Nothing in these GTC is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

#### **24. Governing law and jurisdiction**

- 24.1 Governing law. Unless otherwise agreed in writing, these GTC, the Agreements concluded under these GTC and all disputes arising therefrom shall be governed by and construed in accordance with Swiss substantive law to the exclusion of the Vienna Convention on Contracts for the International Sales of Goods (CISG) and the conflict-of-law rules of Swiss international private law.

- 24.2 Jurisdiction. Unless otherwise agreed in writing, any claim, dispute, difference, controversy or litigation arising out or in connection with these GTC or the Agreements concluded under these GTC, or the breach thereof, including disputes concerning the valid conclusion, legal effects, amendment and/or termination of such Agreements, shall be referred to the competent courts of Droople's registered office, save an appeal to the Federal Tribunal. Droople shall also have the right, but not the obligation, to bring action against the Customer at any other legally available place of jurisdiction.