

Xovis AERO General Terms & Conditions

Managed Service Subscription

Module General Terms

NOTICE

THIS IS AN AGREEMENT BETWEEN YOU ("THE CUSTOMER") AND XOVIS AG, INDUSTRIESTRASSE 1, 3052 ZOLLIKOFEN, SWITZERLAND ("XOVIS"). YOU AND XOVIS EACH ARE A "PARTY" AND TOGETHER ARE REFERRED TO AS THE "PARTIES".

YOU MUST READ AND AGREE TO THESE GENERAL TERMS AND CONDITIONS ("THE GTCs") BEFORE THE AERO SERVICE AS DESCRIBED HEREIN CAN BE CONFIGURED BY XOVIS AND ACCESSED AND USED BY YOUR ORGANISATION. BY ACCEPTING AND SIGNING AN OFFER FROM XOVIS, BY ISSUING A WRITTEN SUBSCRIPTION ORDER, BY ONLINE CLICKING ON THE „ACCEPT“ BUTTON OF THESE GTCs AND/OR OF THE ONLINE SUBSCRIPTION ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE GTCs. IF YOU DO NOT AGREE TO THESE GTCs, THEN YOU SHOULD EXIT THIS PAGE AND/OR REFRAIN FROM ACCEPTING A XOVIS OFFER OR ISSUING A WRITTEN OR ONLINE SUBSCRIPTION ORDER.

IF YOU ARE ACCEPTING THESE GTCs ON BEHALF OF ANOTHER PERSON, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE GTCs.

1. Purpose & Structure

1.1. Xovis is the world's leading partner in passenger flow analysis and management. Xovis' AERO Service enables airports to reach new levels of passenger flow measurement and management. The AERO Service delivers the power of cloud productivity to airports, helping save time and free up valued resources by being scalable and reliable.

Customer (a) is already owning and operating Sensors in the field or intends to purchase, implement and operate Sensors and (b) in addition wishes to subscribe to and use the AERO Service to manage its Sensor population.

1.2. These GTCs shall govern and apply to (a) all Customer Subscriptions to the AERO Service as provided by Xovis (GTC modules "General Terms" and "Special Terms AERO Service"); (b) as the case may be, cover the purchase of Xovis Sensors and/or Implementation Services (GTC modules "General Terms" and "Special Terms

Purchase of Sensors and Implementation Services").

1.3. No Customer standard agreements, general terms or similar documents provided by the Customer shall be applicable to the AERO Service, the purchase of Xovis Sensors, Implementation Services or other services or products provided by Xovis, even if referenced to in order confirmations, purchase orders or similar Customer documents.

1.4. Any new feature (whether bundled in a module or not) that augments or enhances the AERO Service, and/or any new module or service subsequently purchased or subscribed by the Customer and/or additional purchases of Xovis Sensors and/or Implementation Services will also be subject to these GTCs.

1.5. The following order of priority with regard to the documents shall apply, i.e. In the event of contradictions or inconsistencies, the provisions of a higher-ranking docu-

ment will take precedence over those of a lower-ranking document:

- 1st priority: The AERO Subscription Order, Sensor Purchase Order and/or Implementation Services Order;
- 2nd priority: The Annexes to these GTCs;
- 3rd priority: These GTCs.

1.6. If Customer does require to confirm these GTCs /its Subscription Order to the AERO Service, a Sensor Purchase Order and/or Implementation Service Order by issuing an additional purchase order to Xovis (be it for the Initial Term or any Renewal Term), such additional purchase order needs to be received by Xovis prior to the Effective Date and/or prior to the date a Renewal Term commences. The Subscription Order, Sensor Purchase Order and/or Implementation Service Order does operate as the basis for the agreement between the Parties, any such additional purchase order shall only be of declarative nature, i.e., even in the absence of such purchase order, the Initial Term or a Renewal Term covered by such purchase order shall commence and Xovis shall be entitled to invoice the relevant fees and charges as per Customer's Subscription. The binding agreement between Customer and Xovis is based on the documents that are part of Customer's Subscription, Sensor Purchase Order and/or Implementation Service Order and are in no way depending on any such Customer purchase order.

2. Definitions

2.1. AERO Service means the set of services provided by Xovis (including the AERO Service Cloud as per the GTC module "Special Terms AERO Service) which are specified in the most recent version of the Service Description.

2.2. Affiliate means, with respect to an entity, any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with such entity from time to time but only for so long as such Control exists. "Control" and its grammatical variants for the purpose of this definition means, (a) a general partnership or interest in a partnership, (b) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors, or (c) the power to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

2.3. Confidential Information means all information, documents, records and/or data which the disclosing Party at the time of disclosure has designated to be confidential or which, given its nature and circumstances of disclosure, ought to reasonably be considered confidential. Information is not considered Confidential Information in the event the information in question:

- a. is approved for public release by written agreement of the discloser;
- b. is already rightfully known to the recipient free of any

restriction at the time it is obtained from the disclosing Party;

- c. is subsequently disclosed to the recipient lawfully by a third-party without imposing any restrictions whatsoever;
- d. is or becomes public knowledge; or
- e. is developed independently by one Party without referring to Confidential Information belonging to the other Party.

2.4. Customer Data means, with the exclusion of Personal Data and Sensor Data, all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the AERO Service/the Implementation Service or provides in the course of using the AERO Service, excluding identification and other information provided by Customer relative to Customer's Users.

2.5. Customer Subscription means (a) the individual contract between the Parties regarding Customer's subscription to the AERO Service, the purchase of Xovis Sensors, Implementation Services and/or other services or products provided by Xovis; and (b) these GTCs, which form an integrated part of all Customer Subscriptions.

2.6. Data Protection Legislation means Laws, which protect the privacy rights of individuals, in so far as they apply to the processing of Personal Data in connection with a Customer Subscription, including without limitation data protection Laws enacted by Switzerland, the EU/EEA and EU/EEA Member States, and similar measures.

2.7. Force Majeure means causes that, as per applicable law, are not foreseeable, beyond a Party's reasonable control and without negligence of the Party with respect to whose obligations such delay and/or failure in performance has occurred, which may include circumstances such as labor disputes from whatever cause arising, civil unrest, acts of war, riots, epidemic or pandemic, governmental orders under emergency or similar law, natural disasters such as floods, fires and earthquakes.

2.8. GTCs means (a) these general terms and conditions which, depending on Customer's actual needs, consist of the modules "General Terms", "Special Terms AERO Service" and/or "Special Terms Purchase of Sensors and Implementation Services"; (b) and its Annexes specified in the Special Terms, which in their present form and their future editions (as from time to time amended as per the Special Terms) form an integral part of these GTCs and are hereby included by reference.

2.9. Law means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a

respective Party, which does also include Data Protection Legislation.

2.10. Personal Data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.11. Sensor Data means (a) all data Customer's Sensors connected to the AERO Service/customer's tenant feed into the AERO Service such as Sensor count data, behavioral and geographic flow patterns; (b) master data related to the particular Sensor such as its geolocation & store position, type of venue a Sensor is installed, type of sales area and type of business the Sensor is used in).

2.12. Sensors means Xovis' 3D stereo sensors and sensor aggregating devices ("SPIDERS") or other hardware Customer wishes to integrate in Customer's Subscription to the AERO Service (current and future sensor products if and to the extent such future products are supported by and may be integrated in the AERO Service). If Customer does not migrate an existing population of Sensors to the AERO Service, the term does also refer to sensors and other devices Customer wishes to purchase and, as the case may be, implement by Xovis.

3. Subcontracting

3.1. Xovis shall be generally entitled to, regarding the fulfilment of its obligations under these GTCs, use subcontractors (for instance in order to operate the infrastructure used to provide the AERO Service, to assist Implementation Services).

4. General Customer Obligations

4.1. Customer will take all actions, preparations and/or precautions which can reasonably be expected from Customer in order to enable Xovis to meet its obligations related to each Customer Subscriptions – in particular, (a) Customer is responsible for and preparing all information, data and necessary access to such information or data as may be required by Xovis; (b) Customer shall provide all necessary co-operation and information in order to initially or whenever required set-up, configure and operate the Customer systems and Sensors.

4.2. Customer shall comply with all Laws applicable to Customer in connection with its use of the Sensors and the AERO Service, including without limitation Data Protection Legislation, and Laws related to international communications, and the exportation of devices and technical data. Customer herewith confirms and represents that

the installation of Sensors in the locations designated by Customer is and will be in compliance with applicable Data Protection Legislation and Laws.

5. Fees & Payment Terms

5.1. Unless explicitly agreed otherwise by the Parties in writing, all indications with regard to fees that apply for the AERO Service, prices for Sensors and/or fees for Implementation Services in official price lists, quotes, offerings and other documents are in Swiss Francs and shall be exclusive of VAT and any further statutory charges and taxes and do not include shipping costs and service expenses. Unless agreed otherwise, no such fees include any expenses, material such as cables, wiring, mounting etc.

5.2. All fees invoiced by Xovis shall, unless agreed otherwise, become due for payment within thirty (30) days as from the date of the relevant invoice.

If Customer fails to pay any amount invoiced and not subject to a good faith dispute within the period of time specified above, Customer shall be considered in default without further payment reminder from Xovis. In any such case, Xovis shall be eligible to charge late payment interest at the then-current rate commonly used for overdrafts by major Swiss banks, but at least 6% per annum. Any payment reminders submitted to Customer do not operate to extend the payment period. In addition, Xovis may under certain circumstances suspend Customer's access to the AERO Service or discontinue Implementation Services or further delivery of Xovis Sensors (as further specified in the modules Special Terms).

5.3. Customer agrees to pay all foreign, federal, states, and local taxes, if applicable, in relation to all Customer Subscriptions.

6. Confidentiality

6.1. Each Party shall keep Confidential Information of the disclosing Party in strict confidence and shall safeguard such Confidential Information from unauthorized disclosure, reproduction or use no less rigorously than the stricter of the standards that would apply to its own Confidential Information of similar nature and the standards required by applicable law and regulatory requirements.

6.2. Both Parties agree not to disclose Confidential Information to any third parties without either Party's prior written consent. However, both Parties shall be entitled to on a „need-to-know“ basis share Confidential Information with its employees, subcontractors, agents and/or other authorized third parties to the extent such entities or individuals need to know such information in connection with the relevant Customer Subscription.

6.3. Notwithstanding section 6.2, each Party may make available Confidential Information to a third-party, provided such third-party is subject to contractual or legal confidentiality obligations at least as stringent as those applicable to the Parties hereunder and for the purpose and to the extent necessary (a) for the performance of the receiving Party's rights and obligations under a Customer Subscription; or (b) to permit a third-party to perform legal, accounting or audit services for or in relation to a Party in assessing its business operations.

6.4. A Party may disclose the Confidential Information of the other Party to the extent, but only to the extent, required by law, regulation, rule, act, order, or request of any court, governmental authority or agency, self-regulatory organization or exchange, including but not limited to any subpoena, civil investigative demand, or discovery request or demand, provided such Party gives the other Party (to the extent not prohibited from doing so) prompt written notice and cooperation in seeking to limit the disclosure to the greatest extent possible, consistent with the legal obligations of the Party required to disclose the Confidential Information, and in obtaining confidential treatment for such information, if available.

6.5. Each Party shall immediately notify the other Party if it becomes aware of

- a. any potential disclosure, access to or use of any Confidential Information in breach of this section 6;
- b. any unauthorized intrusion into systems containing Confidential Information; and
- c. any disclosure of any Confidential Information where the purpose of such disclosure does not have any apparent correlation with the execution of the relevant Customer Subscription.

Both Parties will give reasonable assistance to the other to prevent such breach of confidentiality and/or limit the consequences thereof.

6.6. The confidentiality obligations specified in this section 6 will continue to apply even after termination of the relevant Customer Subscription.

7. Data Protection

7.1. Xovis respects Customer's data sovereignty and the importance of confidentiality of Customer Data, Personal Data and Sensor Data and that disclosure of such data in non-anonymized or non-aggregated form may cause damage to Customer and may violate applicable Laws. Xovis must not use any such data in individualized form, i.e., in a form which allows conclusions on the identity of Customer, Users and/or any other individuals (regarding Customer Data and Sensor Data, see section 13). Customer owns all rights, title and interest in and to all Customer Data and shall have sole responsibility for the legality, reliability,

integrity, accuracy and quality of such data provided by Customer.

7.2. In the context of providing the AERO Service or Implementation Services to the Customer, Xovis will process or collect Personal Data entered and submitted by Customer or Users solely for the purpose of (a) providing, administering and monitoring the AERO Services as specified in the relevant Customer Subscription (including the provision of User logs for auditing purposes); (b) statistical analyses of the AERO Service in anonymized form; (c) benchmark, information and risk management; (d) the on-going improvement of the service quality and features of the AERO Service and the user experience. Xovis may except for lit. a) above use such data in an aggregated and anonymous form that does not permit any identification of Users or other individuals.

Personal Data relating to the specific user accounts Xovis or Customer create on Customer's behalf and are limited to (a) first name, surname; (b) company contact details (such as company phone number, company e-mail, office address, position etc.); and (c) specific user credentials and audit trail.

7.3. Regarding any Personal Data, Customer and Xovis, each in their specific roles, shall comply with applicable Data Protection Legislation.

Customer understands that its use of the AERO Service or Implementation Services and compliance with any terms hereunder does not constitute compliance with any applicable Data Protection Legislation. Customer has an independent duty to comply with all Data Protection Legislation that may apply to its business. Customer is inter alia responsible for any required notices, consents and/or authorizations related to Customer's provision of, and Xovis' processing of Personal Data such as Personal Data of Users as part of the AERO Service or Implementation Services. Unless otherwise specifically agreed between the Parties in writing, Customer Data may not include any sensitive or special data that imposes specific data security or data protection obligations on Xovis in addition to or different from those specified in the relevant Customer Subscription.

7.4. Customer shall enter into data processing agreements with all third-party service providers of Customer which need to have access and use Customer's tenant of the AERO Service, and which qualify as [sub-]data processors according to Data Protection Legislation.

8. Data Security

8.1. Xovis shall in its sphere of influence and with reasonable efforts maintain, in accordance with applicable Data Protection Legislation, appropriate administrative, organizational, physical and technical safeguards ensure the protection of the security, confidentiality and integrity

of Personal Data, Customer Data and Sensor Data, but Xovis does not provide or warrant archiving or storage of any such data. Customer must safeguard its own back-up of any such data Customer wishes to store and shall remain responsible for the storage, back-up and security of all data in its sphere of influence.

8.2. The technical and organizational measures established to protect Personal Data, Customer Data and Sensor Data are described in the Service Description and in a data processing agreement the Parties will enter into if so required as per the applicable Data Protection Legislation.

9. Warranty of Title

9.1. Xovis warrants that it is the sole owner of and or has full power and authority to grant the license and use of the AERO Service and other rights granted by Customer's Subscription to Customer with respect to the AERO Service or the Implementation Services and that neither the performance by Customer in its utilization of the AERO Service or the Implementation Services, nor the license of and authorized use by Customer of the AERO Service as described herein, will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third-party.

9.2. Xovis will indemnify, defend and hold harmless Customer from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third-party (collectively, "Losses") that Customer incurs as a direct result of any unaffiliated third-party claim based on any claim that the AERO Service or the Implementation Services infringe any copyright, trademark or trade secret, except to the extent resulting from (a) Customer's modification of the AERO Service/results of Implementation Services or combination by Customer of the AERO Service/results of Implementation Services with other products or services if the AERO Service/result of Implementation Services would not have been infringing but for such combination or modification, (b) Customer's use of the AERO Service/the results of Implementation Services in a manner not authorized herein or for which such services were not designed, (c) Customer's failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an infringement, (d) changes to the AERO Service/the Implementation Services made by Xovis at the direction of the Customer or (e) Customer Data.

9.3. If any item for which Xovis has an indemnification obligation under this section 9 becomes, or in Xovis' reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Xovis will, in addition to indemnifying Customer as pro-

vided in this section, promptly take the following actions, at no additional charge to Customer, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Xovis using commercially reasonable efforts, and only in such event, Xovis will remove the item from the AERO Service/the Implementation Service and the applicable service fee will be equitably adjusted to reflect such removal.

9.4. This section 9 states Customer's sole and exclusive remedy for Xovis' infringement or misappropriation of intellectual property of a third-party.

10. Limitation of Liability

10.1. Neither Party shall, to the maximum extent permissible by applicable Law, be liable to the other Party for exemplary, punitive, special, incidental, indirect or consequential damages including without limitation, interruption of business, lost profits, lost or corrupted data or content, lost revenue arising out of a Customer Subscription and the use of or inability to use the AERO Service, the Implementation Services or Sensors purchased even if the Party has been advised of the possibility of such damages.

10.2. Whether such liability arises from any claim based on breach or repudiation contract, breach of warranty, tort, or otherwise, the aggregate liability of Xovis arising out or in connection with a Customer Subscription (including any license, use or other employment of the AERO Service) shall (a) for purchases of Sensors and/or Implementation Services not exceed the total value of such Customer Subscription (b) for recurring services such as the subscription to the AERO Service per service term (i.e. per the initial or per each renewal term) not exceed the total amount of fees Customer is to pay or has paid for the then-current service term. There shall be only one liability cap per each Customer Subscription, i.e., each claim shall reduce the amount available in the aggregate liability cap per the relevant service term.

10.3. Except for a failure of Xovis to comply with any obligations with respect to back-up services specifically agreed between the Parties in writing, Xovis shall not be liable for any damages resulting from the loss or corruption of any data or content whether resulting from delays, non-deliveries or faulty deliveries, service interruptions or otherwise.

10.4. The limitations of liability set forth in this section shall not apply with respect:

- a. to claims and/or losses based on death and/or personal injury;
- b. to claims and/or losses based on gross negligence and/or willful misconduct;

- c. to claims and/or losses based on fraudulent misrepresentation;
- d. if and to the extent such limitation or exclusion is not permitted by applicable law;
- e. to Customer's unauthorized use of Xovis' or a third-party vendor's intellectual property, materials or assets.

10.5. Xovis shall not be liable nor be deemed in default for any delay and/or failure in performance of its obligations under the relevant Customer Subscription to the extent such failure and/or delay is out of Xovis' reasonable sphere of influence, i.e. such failure or delay is (a) caused by Customer or any third-party; (b) the consequence of an event of Force Majeure, provided that Xovis could not reasonably have prevented the failure or delay in performance of its obligations or certain effects thereof by using reasonable precautions.

In any case of Force Majeure, Xovis shall, upon giving prompt notice to the Customer, be excused from performance of its obligations related to the affected Customer Subscription on a day-today basis only to the extent of such prevention, restriction or interference and provided that Xovis shall use its commercially reasonable efforts to avoid or remove such cause of non- or late performance and to minimize the consequences thereof and shall resume performance hereunder forthwith upon removal of such cause.

11. Marketing

Xovis shall be entitled to use Customer's name as a reference, be it orally or in any written publication no matter in what form or media (such as Xovis' customer reference lists on its website and sales presentations).

Xovis shall hence be authorized to use Customer's name, trademarks, brand names, logos and other words and symbols, it being understood that any such use shall be in compliance with Customer's branding and similar guidelines communicated to Xovis in writing.

12. Notices

12.1. If not provided otherwise in a Customer Subscription or any addendum thereto, any notice required or permitted under a Customer Subscription in order to terminate such Customer Subscription, to exercise rights under warranty or liability provisions or as required by Law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier.

12.2. All other notices related to the AERO Service even if the written form is required, may alternatively be provided by push e-mail to the contact persons identified in the relevant Customer Subscription or may be published in the AERO Service dashboard.

13. Assignment

13.1. Unless specified otherwise, neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not unreasonably be withheld or delayed).

13.2. Notwithstanding the foregoing, either Party may assign a Customer Subscription in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of the relevant Customer Subscription and all past due fees are paid in full, except that Customer shall have no right to assign a particular Customer Subscription to a direct competitor of Xovis.

13.3. Any attempt by a Party to assign its rights or obligations under a Customer Subscription in breach of this section 13 shall be void and of no effect.

13.4. Subject to the foregoing, a Customer's Subscription shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14. Miscellaneous

14.1. The Parties are independent contractors. A Customer Subscription does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to any Customer Subscription.

14.2. No modification, course of conduct, amendment, supplement to or waiver of a Customer Subscription or any provision hereof shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. Notwithstanding any of the foregoing, Xovis shall be entitled to upon prior notification to Customer unilaterally alter certain documents related to the AERO Service (please see the GTC module "Special Terms AERO Service").

14.3. At no time shall any failure or delay by either Party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

14.4. The Parties agree that generally and unless specified or agreed otherwise, neither Party shall have the right to set-off any of its claims without the prior written consent of the other Party.

14.5. If any provision of a Customer Subscription is for any reason held to be invalid, illegal or unenforceable, its remaining provisions shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that to the highest

extent reasonably possible achieves the original intention of the Parties. This section shall apply accordingly if a Customer Subscription should remain silent on an issue to be resolved.

15. Applicable Law and Selection of Forum

15.1. All Customer Subscriptions are governed, construed and enforced by the substantive Laws of Switzerland whereby (a) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) and (b) Swiss conflict of law rules are hereby excluded from application to any Customer Subscription.

15.2. The ordinary courts of the Canton of Bern shall have exclusive jurisdiction with regard to any dispute arising between the Parties out of or in connection with any Customer Subscription (including its interpretation, closing, execution, binding effect, amendment, breach, termination or enforcement). The place of jurisdiction is Bern/Switzerland.

Xovis AERO General Terms & Conditions

Managed Service Subscription

Module Special Terms Purchase of Sensors and Implementation Services

1. Contractual Framework

1.1. These special terms only apply if and to the extent Customer wishes to (a) purchase Sensors from Xovis, and/or (b) engage Xovis to support the implementation of Sensors and the AERO Service ("Implementation Services"). Terms defined in the GTC module "General Terms" shall have the same meaning in this GTC module.

1.2. The agreement/Customer Subscription with regard to the purchase/delivery of Sensors and/or Implementation Services Customer wishes to subscribe to is deemed to be concluded once Xovis effects delivery or declares acceptance by dispatch of the order confirmation.

1.3. Quotations provided by Xovis are binding for thirty days from the date of issue, unless another period has been expressly stated in the relevant quotation.

2. Delivery and scope of service

2.1. The offer or the written order confirmation from Xovis is decisive for the scope of supply of Sensors and/or Implementation Services. Partial deliveries of Sensors are permitted, provided that they are reasonable for the Customer.

2.2. The execution is performed on the basis of the currently valid factsheet and user manual for the relevant Sensors. Changes of the Sensors in design or workmanship that are generally performed by Xovis are permitted provided that the Sensors meet the same functional requirements.

2.3. All shipping dates, milestones, delivery dates and similar time indications in relation to the supply of Sensors and/or Implementation Services are, unless specified otherwise, estimates and not to be considered binding due dates.

3. Pricing

3.1. Prices for the delivery of Sensors are purely net ex works if not otherwise specified (ex works (EXW) according to Incoterms® 2020), packaging and purchase and other applicable taxes are not included. Customs duties,

VAT and all other relevant taxes and other levies of any kind which are charged in connection with the delivery of goods shall be borne by Customer.

3.2. Information in Xovis price lists and other general price indications are non-binding and will be updated by Xovis periodically. For each order of Sensors or Implementation Services, the official prices and service fees valid at the time of delivery of the Sensors and/or Implementation Services are applicable.

3.3. Unless otherwise agreed and correspondingly specified in the order confirmation, Xovis reserves the right to charge a processing fee for single orders with a value below CHF 1'000.-.

Orders with an order value of less than CHF 7'000.- are only possible against prepayment.

For orders with a value exceeding CHF 7'000.-, Xovis will demand an advance payment of 50% of the order value. The remaining amount will be invoiced to Customer concurrently with the delivery of the corresponding shipment.

3.4. With regard to Implementation Services, Xovis shall be entitled to charge Customer for all expenses reasonably incurred (including but not limited to reasonable travel expenses).

4. Delivery of Sensors

4.1. The period for delivery starts on dispatch of the written confirmation of Xovis in accordance with section 1.2, but not before clarification of all technical details. A delivery period or a delivery date is only binding when the Customer fulfils his advance performance obligations in a timely manner, such as, for example, delivery of required information for the consignment or payment of a deposit. Xovis shall be granted a, given the actual circumstances, reasonable extension of the delivery period, if the consignment is delayed by circumstances beyond Xovis' reasonable control. Xovis shall notify the Customer of any such delay and the expected extension period required. The Customer shall have no automatic right of termination in any such event.

4.2. In the event Customer is in delay with any due

payments (such as pre-payments before shipping), Xovis it eligible to, without incurring any liability whatsoever, suspend further delivery of goods until receipt of such outstanding payment and/or demand return of goods already shipped and delivered to Customer (in which Customer shall bear all costs related to such return shipping, including but not limited to packaging, appropriate insurance, custom levies etc.).

4.3. Use of and risk in the products pass to the Customer in accordance with the applicable ex works (EXW) according to Incoterms® 2020, i.e. upon being made available for dispatch. Xovis shall choose the method of transport which ensures observance of the delivery periods and proper transportation of the Sensors, in as far as the Customer does not specify any method of transport in his order. The Customer shall be responsible for appropriate insurance and payment thereof. The Customer shall pay all delivery costs even if Xovis should organize for transportation and insurance.

4.4. Shipped Sensors will until full payment remain the sole property of Xovis.

5. Work Results and Intellectual Property Rights

5.1. Xovis reserves the rights to all pre-existing drawings, plans, project documents, drafts, cost estimates and other documents of Xovis. Such documents are entrusted personally to the Customer for the purpose of the implementation of Sensors and may not be copied or made available to third parties without the prior written consent of Xovis. Any such documents must be returned to Xovis on first request. In the case of violations, the Customer will be liable to provide full compensation and Xovis has the right to revoke the relevant Customer Subscription.

5.2. All rights to any possible work results, inventions, patents, trademarks, all copyrights and other intellectual or similar property rights to products, processes, methods, ideas, know-how, concepts, documentation, data, etc., which are developed, improved or otherwise used by Xovis in relation to the Implementation Services shall exclusively belong to Xovis and can still be used by Xovis for its own purposes and for the purpose of other customers or third parties in any way and without limitations.

5.3. The Customer has the right and license to use the Implementation Services and work results provided by Xovis for his own use as intended in the respective Customer Subscription. In particular and unless otherwise agreed by Xovis in writing, the Customer has no right to resell, license or sublicense or otherwise make available to third parties any Xovis intellectual property.

6. Service & Product Warranty

6.1. Xovis undertakes to perform the Implementation

Services faithfully and with due care.

6.2. Xovis represents and warrants that its Sensors shall in all material aspects perform as specified in the technical specifications for the relevant type of Sensor.

Replacement or repair of defective Sensors (at the sole discretion of Xovis) are Customer's sole and exclusive remedy under this product warranty. Liability for further direct and indirect losses are excluded to the extent permissible as per applicable law, more particularly, no compensation shall be owed for incidental loss, product replacement costs etc.

6.3. The above product warranty shall not apply to any Sensor that has been damaged or rendered defective (a) as a result of inappropriate mounting and/or use of the device (especially if not used as recommended in the relevant manual for such device), other misuse, accident, an act of violence etc. or (b) by unforeseen modifications by anyone other than Xovis or (c) other causes not attributable to Xovis and beyond its reasonable sphere of influence.

6.4. The Customer is under an obligation to carefully examine any shipping of Sensors for completeness and transport damage immediately upon receipt. Any complaints in connection with the Sensors delivered shall be made in writing without delay, and Customer shall produce evidence with regard to all damage and other defects detected.

6.5. Customer is free to report Sensor defects at any point in time during the warranty period. A warranty case will only be opened if (a) such defects could not have reasonably been detected by Customer during initial examination after the receipt of the original shipping; (b) such defect has immediately been reported by Customer in writing; (c) the alleged defect is not subject to the limitations in section 6.3; (d) Customer has produced evidence with regard to the alleged defect and has enclosed the defective Sensor; (e) Customer proved that the defects have emerged despite proper installation and use.

6.6. The warranty period for Sensor products is twelve (12) months from dispatch from Xovis. The warranty period for replacement parts or repairs delivered under warranty co-terminates with the original warranty period for the Sensor products originally supplied.

6.7. Xovis reserves the right to charge the processing and shipping costs for sales returns, performance tests and other examinations where a case reported by Customer does not qualify as a warranty case under the above product warranty.

Xovis AERO General Terms & Conditions

Managed Service Subscription

Module Special Terms AERO Services

1. Contractual Framework

1.1. These special terms only apply if and to the extent Customer wishes to subscribe to the AERO Service. Terms defined in the GTC module "General Terms" shall have the same meaning in this GTC module.

1.2. The rights and obligations of the Parties in relation to the Customer's AERO Subscription are governed by the following documents and Annexes:

- a. the GTCs (i.e. the GTCs module "General Terms" plus this GTC module);
- b. the Subscription Order, with which the Customer orders its specific subscription to the AERO Service by accepting a Xovis offer (a) by returning a counter-signed original copy of such offer (electronic signature shall be sufficient) or by (b) submitting to Xovis a written subscription or purchase order, provided that such subscription or purchase order does refer to Xovis' original offering document and does not alter any of the terms contained in Xovis' original offering document or (c) if so available, by submitting an online click-through order on Xovis product website. The Customer may subsequently add other Subscription Orders that will, unless specified, otherwise be allocated to one Tenant;
- c. the Service Description which, inter alia, does contain a description of the AERO Service and its features & functionality, modules, packages and service options, optional items not included in the base fees, the technical description of the application & infrastructure (incl. technical & organizational security measures for the protection of the system and data), the applicable system requirements and other prerequisites for the proper use of the AERO Service. The Service Description applicable as per the date of execution of Customer's Subscription can be downloaded by the Customer – please note that the Service Description may be subject to future updates (see sections 3.2 and) and that the most recent version of the Service Description shall apply. The Service Description is available on: [Service Description](#)
- d. the Service Level Agreement, which does contain the service levels (including availability of the AERO Service) that apply to the Customer's use of the AERO Service and provisions regarding support services provided to the Customer. The Service Level Agreement applicable as per

the date of execution of the Customer's Subscription can be downloaded by the Customer – please note that the Service Level Agreement may be subject to future updates (see section 3.2 and that the most recent version of the Service Level Agreement shall apply. The Service Level Agreement is available on: [Service Level Agreement \(section Service Level Agreement\)](#)

e. the Official Price List which, unless specified otherwise, serves as the basis for the calculation of the fees relevant to the Customer's Subscription. The Official Price List applicable as per the date of execution can be downloaded by the Customer or will be provided by Xovis – please note that the Official Price List may be subject to future updates (see sections 3.3) and that the most recent version of the Official Price List shall apply. The Official Price List is available upon request.

f. the Terms of Use/the Acceptable Use Policy, if so provided by Xovis, which in their then-current version may contain terms regarding the proper usage of the AERO Service in addition to the terms of these GTCs. The Terms of Use/the Acceptable Use Policy applicable as per the date of execution of Customer's Subscription, if any, can be downloaded by the Customer or will be provided by Xovis – please note that the Terms of Use/Acceptable Use Policy may be subject to future updates (see sections 3.2 and 3.3) and that the most recent version of the Terms of Use/Acceptable Use Policy shall apply.

The documents specified in subsections c) to f) and any updates thereto as per sections 3.2 and 3.3 may also be published on-line in Customer's Tenant and/or other repositories such as the Xovis website available to Customer or, even if the written form is required, alternatively be provided by push e-mail to the contact persons identified in the Subscription Order.

Notwithstanding section 14.2 of the GTC module "General Terms", Xovis shall be entitled to, upon prior notification to Customer but at its sole discretion unilaterally modify the Service Description, the Service Level Agreement, the Terms of Use/Acceptable Use Policy.

2. Definitions

2.1. AERO Service Cloud means Xovis' proprietary software application modules and user interfaces as defined in the Service Description provided to Customer as

part of the AERO Service in a hosted environment provided and maintained by Xovis under Customer's AERO Subscription. AERO Service may contain third-party components licensed to Xovis.

2.2. Customer's AERO Subscription does refer to a Customer Subscription which does particularly relate to the subscription to the AERO Service. For the purpose of the GTC module "General Terms" Customer's AERO Subscription is read to be a Customer Subscription. The documents identified in section 1.2 all form an integral part of Customer's AERO Subscription.

2.3. Initial Term has the meaning specified in section 17.1.

2.4. Initial Sensor Configuration has the meaning specified in section 4.2.

2.5. Malicious Code means any computer instructions, circuitry, routine, mechanism, hidden or self-replicating procedures or other means which potentially take adverse effect on the confidentiality, availability, integrity, authenticity and/or authorization of software, infrastructure, networks or data processed.

2.6. Renewal Term this means the additional term for which Customer's AERO Subscription shall automatically renew upon expiration of the Initial Term or any prior Renewal Term, unless a Party terminates Customer's AERO Subscription as specified herein (see section 17.3).

2.7. Sensor Configuration or Sensor Re-Configuration refers to configurations such as count lines and data pushes on a Sensor to yield the best possible accuracy of counting people entering the respective location and calculating associated performance indicators.

2.8. Sensor Inventory is the inventory of all Sensors covered by Customer's AERO Subscription. The initial Sensor Inventory will during the term be subject to continuous adjustments in the event Customer wishes to add or remove Sensors from the Sensor Inventory. The most current version of the Sensor Inventory will serve as calculation basis for certain service fees Customer will have to pay.

2.9. Subscription Order has the meaning specified in section 1.2b.

2.10. Tenant means a dedicated part of the AERO Service Cloud - including configuration, user access management, tenant individual functionality and non-functional properties, in which a group of Users managed by a Customer share a common access with specific privileges to the AERO Service Cloud. Please note that all Subscrip-

tion Orders from the same Customer will, unless specified otherwise, be added to the same Tenant, i.e., all data of Sensors allocated to one Tenant will be separated from other Tenants.

2.11. Term means any Initial Term plus any Renewal Term of Customer's AERO Subscription as defined in section 17.3 of these GTCs.

2.12. Term Start Date means the date agreed in the Subscription Order as from which Customer can commence using the AERO Service. The Initial Term and hence Customer's payment obligations both commence on the Term Start Date.

2.13. User(s) means any individual that is authorized by Customer or Customer's administrators respectively to access and use Customer's Tenant of the AERO Service Cloud. Customer may appoint Customer's and/or other airport stakeholders' (such as authorities, airport security, retailers etc.) employees, representatives, consultants, contractors or agents to use Customer's Tenant of the AERO Service Cloud, it being provided that each such individual does use the AERO Service solely in relation to Customer's airport operations.

2.14. Use Rights has the meaning specified in section 7.1 and means the limited rights granted to Customer to use the AERO Service.

3. Service Features & Functionality

3.1. The AERO Service provides a complete technically managed solution which is delivered through hardware (i.e., Sensors), a software as a service solution (AERO Service Cloud), monitoring, management and maintenance of the entire solution including backups, disaster recovery and regular feature updates. Sensors are responsible for providing real time data such as passenger tracks, which data will be stored and processed in the AERO Service Cloud and provided to the Customer via customized dashboards or technical interfaces.

The features, functionalities and specifications of the AERO Service are documented and described in the Service Description.

3.2. Customer hereby acknowledges and agrees that due to the constant and on-going development and enhancement of the AERO Service in order to maintain quality standards, but also in light of technical or business development, Xovis may at its sole discretion at any point in time change, update, expand and/or modify the AERO Service and its features and functionalities and/or the available service plans and options, change or modify the system requirements and support terms related to the AERO Service, and/or discontinue the distribution,

subscription or availability of certain parts, functionalities, modules, editions of the AERO Service. Consequently, Xovis shall, upon prior notification to Customer and at its sole discretion, be entitled to unilaterally modify the Service Description, the Service Level Agreement and/or the Terms of Use/Acceptable Use Policy. In any such event Customer may under certain circumstances be entitled to terminate its Customer AERO Subscription as per section 18.2.

3.3. Customer acknowledges and agrees that Xovis may, at its sole discretion and at any point in time, change and alter the applicable Official Price List, which serves as the basis for the calculation of Customer's fees and charges in relation to its use of the AERO Service. Unless specified otherwise, any such modification will be communicated by Xovis with at least ninety (90) days prior notice and shall become effective and the basis for the calculation of the applicable fees and charges as per the start of the subsequent Renewal Term. In the event Customer is not willing to agree to such price modifications, Customer may terminate its Customer AERO Subscription as per the end of the Initial Term or the then-current Renewal Term (see section 17.3).

3.4. Customer acknowledges that Xovis reserves the right to upon twelve (12) months prior notice (in the form identified in section 12.1 of the GTC module "General Terms") discontinue offering the AERO Service at the conclusion of the Initial Term or then-current Renewal Term. Customer agrees that Xovis will not be liable to Customer or any third-party for any modification or discontinuance of the AERO Service.

4. Onboarding/Decommissioning of Sensors

4.1. Prior to the implementation of an onboarding to the AERO Service, Customer shall submit to Xovis an inventory of all Sensors Customer wishes to manage by using the AERO Service. Once the list of Sensors is finalized, it will be transferred to the Sensor Inventory, which will be included in Customer's AERO Subscription Order. The number of Sensors so identified and integrated in the initial or any subsequently updated versions of the Sensor Inventory shall during the Term serve as basis for the calculation of the service fees.

4.2. Upon execution of Customer's AERO Subscription, Xovis shall carry out an Initial Sensor Configuration, i.e. Xovis will carry out a configuration of Customer's Tenant and the Sensors Customer wishes to add and connect to the AERO Service Cloud, provided that any such Sensors are placed and properly installed in their final position and all of Customer's obligations and prerequisites as per sections 10,11,12 and 13 are met in full.

4.3. During the Term, Customer may upon prior

notice to Xovis subsequently add additional Sensors to the Sensor Inventory. The update of the Sensor Inventory shall serve basis for the fee calculation of the following invoicing iteration.

4.4. During the Term, Customer may elect to permanently or for a certain period of time decommission Sensors included in the Sensor Inventory. Any such case shall be considered a partial termination of Customer's AERO Subscription which will be subject to the termination option specified in section 17.3. Once such partial termination becomes effective, the relevant decommissioned Sensors will be deleted from the Sensor Inventory.

5. Xovis Maintenance & Support for the AERO Service

5.1. Xovis will make commercially reasonable efforts to promote Customer's successful utilization of the AERO Service, including but not limited to maintenance and support of the AERO Service and add-ons as set forth in the Service Description and the Service Level Agreement.

5.2. When reporting the non-availability of the AERO Service or an error/malfunction or addressing any other support query to Xovis, Customer will open a support ticket via the Xovis support portal and describe the issue or query in sufficient detail and granularity, accompanied by supporting material and documentation in such manner that Xovis can reasonably reproduce the error or malfunction reported.

5.3. Xovis support organization shall respond to Customer support queries as specified in the Service Level Agreement.

6. AERO Service Subcontractors

6.1. Xovis agrees that the AERO Service Cloud it provides as part of the AERO Service shall be hosted in Xovis standard server & backup location identified in the Subscription Order.

If Customer operates on a European server & backup location, the AERO Service Cloud will as per default and unless otherwise pre-agreed with Customer exclusively be hosted by Xovis and/or its subcontractors in Switzerland and/or within a Member State of the European Union (EU) and/or the European Economic Area (EEA). In the event Xovis intends to in any such case host the AERO Service Cloud in a state outside Switzerland, the EU and/or the EEA, the prior consent of Customer is required and shall only occur if and to the extent the specific conditions, if any, of the relevant Data Protection Legislation have been fulfilled.

7. Usage Rights & Intellectual Property

7.1. For the Term of Customer's AERO Subscription and provided all fees relating to Customer's AERO Subscription to the AERO Service have been paid, Xovis

grants to the Customer a worldwide non-exclusive right to use the AERO Service through its own Tenant in the AERO Service Cloud solely for its and its Affiliates' business purposes and as specified in the Service Description ("the Use Rights"). Customer's Use Rights are limited to the service plans and license metric specified in the Subscription Order (which license metrics may be subject to adjustment during the Term) and are, unless specified otherwise herein non-transferable and may not be sublicensed or used for the benefit of third parties other than Customer's Affiliates.

7.2. Customer and Customer's Affiliates may exercise the Usage Rights through the Users. However, solely Customer is entitled to claim the contractual rights under Customer's AERO Subscription.

7.3. Customer acknowledges and agrees that Xovis, its Affiliates and/or its third-party vendors own and shall own all right, title and interest in and to all intellectual property rights in the AERO Service, all related items and any suggestions, enhancement or feature requests, feedback, or recommendations provided by Customer or its Users relating to the AERO Service, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, as well as all other intellectual property rights, derivatives or improvements thereof. Customer does, as consequence, not acquire any rights in the AERO Service, express or implied, other than those expressly granted in Customer's AERO Subscription and all rights not expressly granted to Customer are reserved by Xovis and/or third-party vendors.

Hence, Customer shall unless permitted by the Use Rights (a) not license, sell, resell, rent, lease, transfer, assign, distribute, display, republish, host, outsource, disclose, copy, download or otherwise commercially exploit or make the AERO Service, parts or derivatives thereof, available to any third-party other than an authorized User; (b) not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the AERO Service, including without limitation the documentation that is provided as a part thereof, or access the AERO Service in order to build a similar or competitive product or service.

8. Access to the AERO Service Cloud

8.1. Xovis provides to Customer one or several administration accounts for the AERO Service Cloud which Customer can assign to administrators.

8.2. Customer's administrators may (a) appoint Users which are permitted to use and access Customer's Tenant of the AERO Service Cloud or the business purposes of Customer and/or Customer's Affiliates; and (b) grant such Users certain access and use rights with regard to the AERO Service Cloud. Customer's administrators will provi-

de and assign and/or individual Users are free to change/create a unique password and username according to the instructions displayed in Customer's Tenant. Customer acknowledges and agrees that the continuing administration of Users' access rights remains in the full responsibility of Customer and its administrators.

8.3. Customer and its Users are obligated to carefully handle, protect and not disclose access credentials to unauthorized third parties.

9. Suspension of Access

9.1. Xovis may, without incurring any liability, suspend Customer's access to the Tenant

- a. in the event of Customer's non-payment of any undisputed fee or charges due under Customer's AERO Subscription, provided Customer has failed to pay the outstanding fees or charges within ten (10) days as from receiving a written payment reminder from Xovis with a notice that Xovis may suspend access to Customer's Tenant (e-mail shall suffice);
- b. in the event of Customer's continuous non-compliance with the terms of Customer's AERO Subscription;
- c. if and to the extent the operability of the AERO Service Cloud as a whole or certain parts thereof is likely to be endangered or impaired by circumstances in Customer's reasonable sphere of influence; or
- d. in all events that would also entitle Xovis to a termination for cause as per section 18.

9.2. Xovis is entitled to at its option temporarily suspend or disable a certain User's access to the Tenant if such User fails to comply with Customer's AERO Subscription.

9.3. Customer is not entitled to any refund of any fees as a result of a suspension as per this section 21. Xovis' termination rights for cause as per section 18 remain reserved even if Xovis has already suspended access to the AERO Service as per this section 9.

10. General Customer Obligations

10.1. Customer is responsible for all activities that occur under Customer's Tenant of the AERO Service Cloud, regardless of whether the activities are authorized by or undertaken by Customer, its Users or a third-party. Xovis is not responsible for unauthorized access to Customer's Tenant, except to the extent caused by Xovis' breach of Customer's AERO Subscription. Customer will ensure that any use of the AERO Service by Users in Customer's Tenant is in accordance with the terms of Customer's AERO Subscription.

10.2. Customer represents and warrants that Custo-

mer owns or is entitled to use all Sensors added to the AERO Service. Customer shall promptly inform Xovis whenever the ownership or right to use of any Sensors added AERO Service is subject to change.

10.3. Customer agrees to notify Xovis immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Customer Data.

11. Technical Prerequisites

11.1. Customer acknowledges that connecting Customer's Sensors to the AERO Service is a prerequisite for using the AERO Service's features and functionalities. In order to enable Xovis to carry out an Initial Sensor Configuration or a Sensor Re-Configuration at a later stage, Customer shall provide to Xovis exclusive remote access to any such Sensor which is or shall be connected to the AERO Service. Upon the Initial Sensor Configuration or any Sensor Re-Configuration by Xovis, neither Customer nor any other third-party is supposed to access any such Sensors or to change any of its configurations.

11.2. Customer shall ensure in its sphere of influence that all technical pre-requisites, which will allow a proper use of the AERO Service, are met. Customer shall in particular comply with Xovis' system requirements with regard to the AERO Service as specified in the Service Description in its then-current version.

11.3. Customer is responsible for maintaining its ICT facilities and systems including the Sensors in a fully operative, functional and secure mode and for procuring and maintaining network connections with sufficient bandwidth to ensure data transmission from Sensors to the AERO Service is and remains established in such manner that the in- and outbound data exchange with the AERO Service is and remains ensured in a sustainable manner. Customer's Subscription does in no way add or convey a Xovis warranty with regard to Sensors or any other devices or software not purchased or subscribed to under Customer's AERO Subscription.

Customer is responsible for installing and operate Sensors according to the applicable Xovis specifications for such Sensors.

Unless included in Customer's service plan or in the backup and restore section of the Service Description, Customer will remain full responsible to back-up and/ or otherwise protect all data against loss, damage, or destruction.

11.4. After Initial Sensor Configuration or a subsequent Sensor Re-Configuration by Xovis, Customer shall not change the then-current mounting location of the relevant Sensor or such Sensor's location set-up (e.g., mounting

object between Sensor and floor, changing entrances etc.) or to negatively affect the configuration and counting abilities of the Sensor in whatever manner. Customer must inform Xovis in advance of any plans to physically move Sensors or perform any work that may obstruct Sensors' field of view.

11.5. Customer shall use commercially reasonable endeavors to ensure that no Malicious Code is being exported or uploaded to the AERO Service from ICT systems and facilities in Customer's sphere of influence.

12. Acceptable Use Policy

12.1. Customer will ensure (a) that the AERO Service is not being used by its Users for illegal purposes; (b) that none of the data entered into, stored or otherwise processed in the AERO Service Cloud by Users contains illegal or inappropriate content or any such content or data that may infringe the intellectual property, personal or other rights of third parties; and (c) that Users do not cause other damages to the AERO Service Cloud. Customer is responsible to ensure that Users will comply with the terms of Customer's Subscription and applicable Law.

12.2. Xovis' then-current Acceptable Use Policy (if so available) may contain further provisions regarding the proper use of the AERO Service.

12.3. Xovis shall be entitled to take all reasonable measures to prevent, monitor, prosecute and address any non-acceptable or potentially harmful use of the AERO Service, it being understood though that Xovis does not have a general duty to monitor and assess Customer's use of the AERO Service.

13. Licenses from Customer

13.1. Subject to the terms and conditions of contained herein, Customer grants to Xovis the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use

- a. Customer Data solely to the extent necessary to provide the AERO Service to Customer, and
- b. any trademarks that Customer provides Xovis for the purpose of including them in Customer's Tenant of the AERO Service ("Customer Trademarks").

Xovis' permission to use of Sensor Data is specified in section 13.4

13.2. Customer acknowledges and agrees that Customer Data, Sensor Data and information regarding Customer and Customer's Tenant that is provided to Xovis in connection with Customer's AERO Subscription may be

- a. processed by Xovis and its subcontractors to the extent necessary to provide the AERO Service,

- b. used for other purposes solely to the extent permitted as per the terms of Customer's AERO Subscription, and
- c. transferred outside of the country or any other jurisdiction where Customer and Customer's Users are located (subject to the terms of Customer's AERO Subscription).

The use of Personal Data is subject to data protection section in the GTC module "General Terms".

13.3. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer agrees that the license to the Customer Data shall survive termination of Customer's AERO Subscription for the purpose of storing backup Customer Data in accordance with the terms of Customer's AERO Subscription and applicable Law.

13.4. Xovis is and shall be entitled to perpetually (i.e. also post termination of Customer's AERO Subscription) and at no charge to Customer (a) compile statistical and other information related to the performance, operation and use of the AERO Service, and (b) use Sensor Data from the AERO Service in aggregated form to improve the AERO Service, for security and operations management, to create statistical analyses, and for research and development and information purposes (clauses (a) and (b) are collectively referred to as "Service Analyses"). Xovis may make such Service Analyses available to third parties (such as other Xovis customers) without restrictions and shall also be permitted to, at its option, monetize such data and Service Analyses.

Service Analyses will not incorporate Personal Data (see also section 7 in the Module General Terms) or Confidential Information in a form that could serve to identify Customer, Users, or any other individual or entity. Service Analyses may contain Sensor Data though that Xovis is hereby permitted to relate to Customer and/or Customer's airport operations and freely use and publish in a Service Analysis as specified above – to that extent and provided Sensor Data do not contain Personal Data, Sensor Data does not qualify as Confidential Data.

For the avoidance of doubt, Xovis shall retain all intellectual property rights in Service Analyses and the data sets and data bases created for such Service Analyses.

14. Fees and Payment Terms

14.1. For the Initial Term commencing on the Term Start Date, Customer shall pay the one-off and/or recurring fees and charges as detailed in the Subscription Order. Fees and charges for any newly introduced service, feature or module will be effective when Xovis offers such new service, feature or module to Customer.

All fees and charges are based on Xovis' Official Price List – certain fees in the Subscription Order may be determined based on certain metrics (such as locations covered and the number of Sensors included in the then-current version of the Sensor Inventory) and discounts that may

apply. Fees and charges indicated in the Official Price List and Customer's Subscription Order are, unless specified otherwise, excluding applicable VAT.

14.2. Xovis may revise the Official Price List as specified in section 3.3. The Sensor Inventory, which serves as the basis for the calculation of certain fees, will be updated if Customer wishes to add or remove certain Sensors from being covered by the AERO Services (see sections 4.3 and 4.4).

14.3. Setup and implementation costs as set forth in the Subscription Order are payable in advance upon execution of Customer's AERO Subscription and/or when ordered during the Term. The recurring fees for Customer's subscription to the AERO Service are invoiced in advance for the entire Initial Term or any Renewal Term if no other mechanism (such as payment in arrears) or other no periodicity is specified in the Subscription Order.

14.4. Customer notes that if as per the relevant Subscription Order the use of the AERO Service is granted to Customer free of charge for a certain period of time and for trial purposes, the AERO Service shall for any such period be provided to Customer on an 'as is' and 'as available' basis with no warranties whatsoever (i.e. none of the Service Levels, availability provisions, service or other warranty provisions as per Customer's AERO Subscription shall apply for a period during which the AERO Service is provided free of charge) and Xovis liability with regard to such period shall be excluded or limited to the fullest extent permissible by applicable law.

15. Service Warranty

15.1. Xovis undertakes to perform the AERO Service faithfully and with due care.

15.2. After Initial Sensor Configuration, Xovis warrants that during the Term (a) the AERO Service will operate and perform in substantial conformance with the Service Documentation; (b) Xovis' provision of the AERO Service shall meet or exceed the Service Levels defined in the Service Level Agreement, if any, subject to all requirements and exceptions provided for each Service Level; (c) Xovis shall in its sphere of influence use commercially reasonable measures to prevent Malicious Code to be included and transported through the AERO Service Cloud, (d) Xovis shall comply with all Law that applies to Xovis.

15.3. If Customer deems that the Initial Sensor Configuration is inaccurate, Customer can require Xovis to validate the counting accuracy and reconfigure the Sensor within thirty (30) days after the Term Start Date. Post expiry of the aforementioned period, inaccurate Sensor configuration is considered a support case if Xovis' site description and related instructions are inaccurate, or Customer can demonstrate its compliance with its obligations and the service prerequisites specified herein. Any

Sensor Re-Configuration that (a) is not carried out during the initial thirty (30) period post the Term Start Date; (b) does not qualify as a support case; (c) is carried out upon request by Customer (for instance if a particular Sensor is being relocated) will be subject to an additional charge as per the Official Price List/the Subscription Order.

15.4. During the Subscription Term, Xovis shall use commercially reasonable endeavors to as per the Service Levels or otherwise on a "best effort" basis (a) continuously update and maintain the usefulness of the software application that is basis to the AERO Service; and (b) correct or at least circumvent errors and malfunctions of the software application that is basis to the AERO Service either detected by Xovis or otherwise reported by Customer. With regard to errors and malfunctions, which from an objective point of view only have a minor impact on the functionalities and availability of the AERO Service, Xovis shall be entirely free to at its sole discretion address any such issue in one of the later releases of the software application that is basis to the AERO Service.

15.5. Xovis represents and warrants the availability of the cloud-hosted software application that serves the basis to the AERO Service (i.e. not applicable to single tenant issues, Sensor-related issues, configuration issues etc.) as per the terms and Service Levels specified in the Service Level Agreement. However, Xovis reserves the right, to temporarily limit the availability of and the access to the AERO Service in part or in whole for servicing and maintenance purposes as specified in the Service Level Agreement.

16. Disclaimer of Warranties

16.1. Except as otherwise stated in sections 9 and 15 above, Xovis does not represent that Customer's use of the AERO Service will be secure, timely, uninterrupted or error free. In particular, Xovis does not represent and warrant (a) that the AERO Service will meet Customer's requirements; (b) that all errors in the AERO Service and/or documentation will be corrected; (c) that the system that makes the AERO Service available will be free of viruses or other harmful software routine; (d) that the AERO Service will operate in combination with other hardware, software, systems or data not provided by Xovis; (e) that the operation of the AERO Service will be secure; (f) that Xovis and its subcontractors will be able to prevent third parties from accessing Customer Data, or Customer's Confidential Information; and/or (g) that any stored Customer Data will be accurate of reliable.

16.2. The warranties in sections 9 and 15 above are the sole and exclusive warranties offered by Xovis in relation to the AERO Service. There are no other warranties or conditions, expressed or implied, including without limitation, those of merchantability or fitness for a particular

purpose. Except as stated in sections 4 and 9 above, the AERO Service is provided to Customer on an "as is" and "as available" basis and is for commercial use only. Customer assumes all responsibility for determining whether the AERO Service or the information generated thereby is accurate of sufficient for Customer's purpose.

17. Term and Termination

17.1. Customer's AERO Subscription shall become effective when duly executed by the Parties.

17.2. The initial term of Customer's Subscription ("Initial Term") will commence on the Term Start Date and will expire as specified in the relevant Subscription Order.

17.3. Following the expiration of the Initial Term or any Renewal Term, Customer's AERO Subscription shall automatically renew for a Renewal Term if not specified otherwise in the Subscription Order (each a "Renewal Term"), unless a Party terminates Customer's AERO Subscription for convenience as per the end of the Initial Term or the then-current Renewal Term by serving (1) month prior written notice thereof to the other Party.

Customer may elect to also declare a partial termination of Customer's AERO Subscription regarding Sensors Customer wishes to decommission and no longer manage by using the AERO Service.

17.4. If not otherwise agreed in the Subscription Order, the Initial Term and each Renewal Term are one (1) year.

18. Termination for Cause

18.1. Customer's AERO Subscription may be terminated by either Party at any time and with immediate effect by issuing a written notice to the other Party upon any material and persistent breach of the terms of Customer's AERO Subscription in such manner, that the terminating Party may not reasonably be expected to continue to be bound to Customer's AERO Subscription, provided however that the Party in breach has failed to remedy such breach within a reasonable period of time after receipt of a written notice specifying the nature of the breach. A Party may refrain from granting a reasonable period of time for remedy if and to the extent such breach from an objective point of view is not reasonably to be considered capable of remedy. Xovis may terminate Customer's AERO Subscription in the event of insolvency of Customer as well as the initiation of bankruptcy proceedings, a moratorium on debt enforcement or similar proceedings (including rejection thereof due to lack of assets) against Customer, if Customer or its official administrator is unable to sufficiently secure future payments under Customer's AERO Subscription.

18.2. Customer shall be entitled to terminate Customer's AERO Subscription by issuing a written notice to

Xovis if Xovis has unilaterally altered or modified either the Service Description, the Service Level Agreement, and/or the Terms of Use/Acceptable Use Policy (as specified in section 3.2) in disfavor of the Customer and in such manner, that Customer may not reasonably be expected to continue to be bound to Customer's AERO Subscription.

In the cases specified above, Customer's termination shall become effective as per the date a modification of either the Service Description, the Service Level Agreement and/or the Terms of Use/Acceptable Use Policy shall become effective as per Xovis' communication.

19. Effects of Expiration/Termination

19.1. As per the date termination or expiration of Customer's AERO Subscription becomes effective, Customer shall no longer be able to use the AERO Service and Customer's access to the Tenant will be suspended.

19.2. Upon request by Customer made within thirty (30) days after any expiration or termination of Customer's AERO Subscription, Xovis will either (a) make Customer Data and Sensor Data available to Customer through the AERO Service on a limited basis solely for purposes of Customer retrieving Customer Data and Sensor Data for a period of up to additional 90 (ninety) days after such request is received by Xovis; or (b) provide within a period of 90 (ninety) days the Customer Data and Sensor Data to Customer on a mutual agreed market-standard mode of transfer or media. After such thirty (30) day period and in the absence of an export request from Customer or upon satisfying Customer's export request, Xovis shall have no obligation to maintain or provide any Customer Data and/or Sensor Data and may thereafter, unless legally prohibited, irreversibly delete all Customer Data and Sensor Data from the AERO Service/its systems. Additionally, during the Term of Customer's AERO Subscription, Customers can extract data using Xovis' standard service at any time. If Customer requires Xovis' assistance, Customer may acquire Xovis professional services at the then-current billing rates pursuant to a separately executed professional services agreement.

Notwithstanding the foregoing, nothing shall preclude Xovis from (a) maintaining one copy of Customer Data if so required by Law; (b) maintaining Sensor Data as specified in section 13.4.

19.3. Termination of Customer's AERO Subscription shall

- a. not prejudice or affect any right of action, remedy, or liability which shall have accrued prior to or as a consequence of such termination; and
- b. not affect the provisions of these GTCs which given their nature shall survive such termination (such as the provisions in sections 7.3, 13.4, 16).