

General Terms and Conditions

1. General Scope

The present General Terms and Conditions govern the contractual relationship between the company «Zander – Tools», sole proprietor: Roger Zander (hereinafter «Zander Tools»), and its Customers with regard to the services provided by Zander Tools.

Any General Terms and Conditions of Customers shall not apply.

2. Scope of Service

Zander Tools provides the following services (cf. www.romawo.com for further details).

- a. hardware and software inventory;
- b. system configuration checks and updates on the respective devices (compliance monitoring, LAPS, BitLocker Key Management)
- c. automated software update;
- d. alerts via email if a virus or any other irregularity is detected on a device;
- e. automated operating system installation;
- f. secure access to collected data stored on server.

The scope of service is determined and defined by the individual services agreed upon and the number of devices to which such services apply.

If the Customer wishes to amend or change any configuration settings after the commencement of the contract, or if the Customer asks Zander Tools to undertake any further activity that is not included in the original scope of service, such activity shall be charged on a time-spent basis as follows: operational activity at CHF 40 and development activity at CHF 50 per commenced 15-minute unit.

The Customer herewith takes note that Zander Tools is compelled to resort to services and server capacities of third parties in order to provide its services.

3. Software Licenses

The Customer shall install a software developed by Zander Tools (hereinafter «ROMAWO Agent») on the devices of the Customer in order to enable Zander Tools to access the respective devices and to provide its services.

During the term of the contract, Zander Tools grants a non-exclusive license for the ROMAWO Agent to the Customer to be used for the number of devices agreed upon. Upon termination of the contract, the software shall be deleted on all devices.

Zander Tools is obliged to purchase the respective third-party rights for each device agreed upon. Therefore, the Customer must not, on any account, install the ROMAWO Agent on more devices than stipulated in the contract.

With regard to any other software than the ROMAWO Agent (in particular the operating system software) used by the Customer on his devices, it is the sole responsibility of the Customer to ensure that he has the necessary rights and/or licenses. This also applies to the respective update rights. The services provided by Zander Tools solely include the actual update, but not the provision of any software or update rights.

In case that Zander Tools is held liable by any third party for violation of software rights in connection with the provision of its services to the Customer, the Customer undertakes to completely indemnify Zander Tools.

4. Availability of Services

The Customer herewith acknowledges that the services are only available if the respective device is connected to the Internet and is switched on.

Zander Tools performs regular maintenance work during which the services are not available. As a rule, such maintenance work is performed outside of regular office hours (Mon to Fri, 7 a.m. to 6 p.m.). Zander Tools shall inform the Customer about such maintenance work via email in due time.

Other than that, Zander Tools strives to ensure that its services are continuously available. However, Zander Tools does not guarantee uninterrupted operation.

5. Limitation of Liability

Zander Tools operates and handles the software as well as the software updates on the devices, however, Zander Tools itself does not provide such software and software updates. Therefore, Zander Tools does not assume any guarantee for any error related to such third-party software (e.g. Microsoft software) and waives any liability.

If the ROMAWO software or the services provided by Zander Tools are affected, Zander Tools shall only be held liable for any damage to the extent that such damage was demonstrably caused by gross negligence or intent of Zander Tools.

If third parties such as server operators or employees of Zander Tools are used for the provision of services, Zander Tools waives any liability related to any misconduct of such third parties.

6. Term of Contract / Termination

The parties shall stipulate the commencement of the contract in a document or via email.

The contract is valid for an indefinite period of time and may be duly terminated by either party with a notice period of **three months to the end of a month**.

The same notice period shall apply in case of a partial termination, i.e. if the parties terminate individual services or reduce the number of devices stipulated in the contract.

Furthermore, the parties may terminate the contract with immediate effect for important reasons. An important reason may, for example, be assumed if the Customer installed the ROMAWO Agent on more devices than contractually agreed.

Notice of termination must be given in writing or by email including acknowledgement of receipt.

The termination of the contract shall not invalidate any claim for damages for breach of contract or for indemnification.

7. Fees and Terms of Payment

The fees agreed upon apply in Swiss francs. Any value added tax is not included and shall be separately declared. The fees are calculated on a monthly basis. The services are invoiced as of the commencement of the contract.

The invoice shall be issued depending on the yearly fee level agreed upon (excl. VAT). If the fees related to the services purchased for the duration of one year are:

- **less than CHF 100**, the entire fee will be invoiced at the commencement of the contract. Subsequently, the fee shall be invoiced on an annual basis, to the end of the month following the commencement of the contract;
- **between CHF 100 and CHF 600**, the fee for the first partial month and the first six (6) full months will be invoiced at the commencement of the contract; the further fees will be invoiced in advance on a semi-annual basis;
- **more than CHF 600**, the fee for the first partial month and the entire following month will be invoiced at the commencement of the contract; the further fees will be invoiced in advance on a monthly basis.

In case of a partial termination of the contract (less devices or less services) and if, consequently, a lower fee level applies to the invoicing, the invoicing arrangement shall only be changed in the following year irrespective of the fact that the applicable fees are lower.

If the parties agree on any additional performance (additional devices, additional services) and if, consequently, a higher fee level applies to the invoicing, the new invoicing arrangement shall apply immediately.

Invoices issued by Zander Tools shall be paid within a payment period of 30 days as of the invoice date. The Customer will be put in default with the first payment reminder and, as of such date, the Customer will owe default interest of 5 % per year. As of the second payment reminder, Zander Tools may charge a processing fee of CHF 20 per payment reminder. In addition, Zander Tools may cease its services as of the second payment reminder until all fees due are paid. The ongoing contractual fees will remain due despite the discontinuation of the services. The Customer has no right to compensation.

If the contract is terminated, the Customer may be entitled to a refund of advance payments. Any fee below CHF 30 will not be refunded.

Services charged on a time-spent basis (cf. para 1. above) are invoiced after such services are provided.

8. Contractual Changes

Zander Tool is entitled to make unilateral changes to the contract, in particular changes related to fees or the present General Terms and Conditions. Zander Tools is held to announce the changes in writing or by email with a notice period of 3 months to the end of a month (hereinafter "Date of Change"). The Customer thereupon has the right to object to the change within 30 days in writing or by email, whereupon the contract is terminated as per the Date of Change. If the Customer does not object within the aforementioned period, the contract shall come into effect as of the Date of Change with its changed contents.

9. Data Protection

Within the scope of providing its services, Zander Tool collects the following personal data:

- device-specific data such as IP addresses, serial numbers, MAC addresses and UUIDs;
- user names of local users and administrators as well as the UPN of the Azure AD - domain-join user;
- passwords of local administrators and BitLocker recovery keys;
- in case of virus attacks: the affected user and the suspicious file names.

The parties assume that the Customer acts as data controller and Zander Tools acts as data processor. Therefore, the Customer is responsible for the legitimacy of the respective data processing, and the disclosure of the aforementioned data shall not be deemed to be a disclosure to a third party. The respective rights and obligations shall be governed by a separate data processing agreement.

10. Place of Jurisdiction and Applicable Law

Exclusive place of jurisdiction for legal actions arising from and in connection with this contract shall be the registered seat of Zander Tools. Swiss substantive law shall apply.

Kollbrunn, September 2020