

Software License Agreement

This Software License Agreement (hereinafter referred to as "Agreement") is entered into by and between prozessraum AG and the counterparty (hereinafter referred to as "Licensee"). By using the kyro software (hereinafter referred to as "Software"), the Licensee unconditionally agrees to the terms and conditions set forth below.

1. DEFINITION

The terms defined in this Agreement shall have the following meanings:

"Initial Support and Maintenance Fee": The fee specified as the initial support and maintenance fee in the software plan, paid by the Licensee for the Software.

"Documentation": All explanatory materials regarding the Software in printed or digital format.

"Intellectual Property Rights": All forms of intellectual property rights related to the Software, including confidential information and documentation, whether applicable under the laws of Switzerland, the United States, or other countries, such as:

(a) Patents and any applications, renewals, divisions, or continuations, present or future;

(b) Trade secret rights or equivalent protections;

(c) Copyrights or other intellectual property rights, whether under copyright law or as works of authorship;

(d) Trademarks, trade names, logos, or brand names.

"Licensed Process(es)": Instances where the Software is operated by the Licensee on a computer for which the Software has been activated. The initial number of licensed processes is specified in the software plan.

"Material Defect": Any reported malfunction, error, or defect in the Software that:

(a) can be reproduced by the distributor or the Licensee, and

(b) represents a significant deviation from the Software's specifications.

"Specifications": Published specifications of the Software applicable at the time it was made accessible to the Licensee.

"Specified System": The hardware and software required to operate the Software as stated in the software plan.

"Support and Maintenance Fees": Includes the initial support and maintenance fee as well as the annual support and maintenance fees.

"Support and Maintenance Plan": A plan outlining terms for support and maintenance services. If the Licensee avails these services, the plan will be appended to this Agreement and form an integral part thereof. Amendments not based on mutually agreed specifications can only be made through written agreement.

"Update": A revision of the Software that may include bug fixes or corrections. The provision of new features, enhancements, modules, or software as part of an update is at the sole discretion of prozessraum AG.

"Confidential Information": Confidential or proprietary information disclosed to the Licensee under this Agreement, including but not limited to software designs, product descriptions, documentation, product plans, training materials, technical resources, and other business information. Confidential information does not include information that:

- (a) becomes publicly known without the Licensee's fault;
- (b) is disclosed to the Licensee by a third party authorized to disclose such information without confidentiality obligations.

"End User Data": Data that the Software may access or collect during the relationship governed by this Agreement, including logs, session data, telemetry, user data, usage data, threat data, and copies of potentially malicious files. End User Data may contain confidential and personal information such as source and destination IP addresses, Active Directory information, file applications, URLs, file names, and file content.

2. USAGE AND RESTRICTIONS

a) Licence Grant

Under the terms of this Agreement, prozessraum AG grants the Licensee a non-exclusive, non-transferable, non-sublicensable, and limited license. This license includes: (a) the right to use the specified number of licensed processes of the Software, as detailed in the software plan, on the Licensee's equipment; and (b) the right to use the Documentation internally to support the Licensee's use of the Software. This license permits the use of the Software only on the Specified System and at the location designated in the software plan, and only for the specified number of licensed processes. A separate activation is required for each end-user and for the number of licensed processes defined in the software plan.

b) Usage Restrictions

The Licensee is prohibited from:

- a) Using the Software outside the scope of the license and/or the purchased capacity.
- b) Modifying, translating, adapting, or creating derivative works from the Software in whole or in part.
- c) Disassembling, reverse-engineering, or otherwise attempting to alter the source code, methodology, analysis, or results of the Software.
- d) Removing, altering, or obscuring identification, copyright, ownership, intellectual property notices, or other markings on or within the Software.
- e) Transferring, sublicensing, or assigning rights under this Agreement to another person or entity unless explicitly permitted in writing by prozessraum AG.
- f) Selling, reselling, or transferring the Software.
- g) Using the Software licensed for a specific physical or virtual device on another device unless explicitly permitted in writing by prozessraum AG.
- h) Copying the Software, its methodology, analysis, or results.
- i) Using the Software or any of its components to store or transmit offensive, defamatory, unlawful, or unauthorized material or material that infringes the privacy or intellectual property rights of third parties.
- j) Using the Software in ways not authorized by its published specifications
- k) Impairing, disrupting, or attempting to gain unauthorized access to the integrity or performance of the Software, its associated systems or networks, or any third-party data contained therein.
- l) Uploading the Software to a network or file-sharing service or otherwise making the Software or its functionalities accessible to third parties via hosting services, managed service providers, service bureaus, or similar services

c) System Requirements

It is the sole responsibility of the Licensee to provide the Specified System meeting the minimum requirements as stated in the software plan and Documentation for the installation and updates of the Software. If the system provided by the Licensee does not meet the minimum requirements, the Licensee is solely responsible for correcting all defects and fully indemnifying prozessraum AG for any additional costs incurred as a result of such deficiencies.

The Software may include components provided by third parties ("Third-Party Software"). The general terms and conditions of the third-party provider apply to the use of such software. If the Software enables the use of additional third-party software not already included, the Licensee may add such software. However, the use of such third-party software is solely subject to the terms of the respective provider. Prozessraum AG does not provide support for or endorse the use of third-party software with the Software and disclaims any liability for errors in the Software arising from the use of additional third-party software.

d) Additional Services

Additional services, including support, maintenance, installation, and training related to the Software, are not covered under this Agreement and can be ordered separately from prozessraum AG at an additional cost.

e) Account Information and Security Incidents

All accounts and authentication credentials that allow access to the Software must be kept secure and confidential by the Licensee. The Licensee must promptly inform prozessraum AG of any misuse of accounts or authentication credentials or any security incidents that come to their attention.

3. OWNERSHIP

The Licensee acknowledges that all intellectual property rights to the Software, Documentation, and Confidential Information, including all updates, corrections, modifications, and derivative works of the Software, remain the sole property of prozessraum AG. The Licensee hereby assigns to prozessraum AG all intellectual property rights that the Licensee may acquire now or in the future related to the Software, Documentation, Confidential Information, and any derivative works thereof. The Licensee agrees to:

(a) execute any documents and take necessary actions to confirm such rights for prozessraum AG, and (b) retain all proprietary notices, legends, patents, and copyright markings provided by prozessraum AG on the Software, Documentation, and Confidential Information, as well as on any full or partial copies thereof.

4. FEES

f) License, Support, and Maintenance Fees

In consideration of the granted license, the Licensee agrees to pay the license fee specified in the Software Plan to prozessraum AG.

For support and maintenance services, the Licensee agrees to pay the maintenance fee specified in the Software Plan. The Licensee shall pay an initial maintenance fee upon installation of the Software (installation date) and the annual support and maintenance fee on or before each anniversary of the installation date. prozessraum AG reserves the right to adjust the annual support and maintenance fees with appropriate notice.

All license, support, and maintenance fees are exclusive of any foreign, national, state, or local sales tax, usage tax, or similar levies that may be imposed as a result of the license, delivery, or use of the Software.

g) Payment Terms

Unless otherwise specified in the Software Plan, all fees, delivery costs, taxes, or other payments owed by the Licensee under this Agreement are due within fifteen (15) days of receipt of the invoice. All invoices and payments must be made in the currency specified in the Software Plan.

5. DISCLAIMER OF LIABILITY

The liability of prozessraum AG, whether arising from this Agreement, tort (including negligence and strict liability), breach of warranty, or any other legal theory, is limited to the amount paid by the Licensee for the license. Any further liability, including for inaccuracies, data loss, system failure, lost profits, or any incidental or indirect damages, regardless of the cause or the legal basis for the claim, is excluded. This limitation of liability applies even if the Licensee has been advised of the possibility of such damages and even if any attempted remedy fails its essential purpose..

6. TERM AND TERMINATION

h) Term

This Agreement commences on the date mutually agreed upon by the parties and, unless otherwise specified, continues indefinitely. If the Licensee continues to use the Software after the agreed term has expired, the Agreement is considered renewed for an indefinite period.

i) Termination

Either party may terminate this Agreement by giving 30 days' notice at the end of any month. If one party materially breaches this Agreement, the non-breaching party may terminate the Agreement with 30 days' written notice. Termination will not occur if the breaching party remedies the breach within this period.

Either party may terminate this Agreement without notice if:

- (a) bankruptcy, insolvency, or receivership proceedings are initiated against the other party,
- (b) the other party assigns its assets for the benefit of creditors, or
- (c) the other party dissolves or ceases its business operations.

Upon termination, the Licensee must return to prozessraum AG all copies of the Software, Confidential Information, Documentation, and other physical materials related to the Software, including all modifications and derivative works, and delete them from their systems.

Termination does not affect any rights accrued by the parties before the termination date. Data will be permanently deleted 60 days after termination.

7. DATA PROTECTION

The Licensee grants prozessraum AG the right to process and store data to the extent permitted by law. Neither prozessraum AG nor the Software stores personal information or end-user data, except for name, surname, and email address.

Data is stored in Germany with the server provider 1one1. Data is not transferred out of the selected region unless required by law or a binding government order.

If prozessraum AG processes personal data on behalf of the Licensee as defined under EU data protection law, it will do so only in accordance with the Licensee's instructions and within legal limits. prozessraum AG ensures that authorized personnel involved in data processing are bound by confidentiality obligations.

Prozessraum AG complies with the GDPR and Swiss data protection laws regarding the collection, use, sharing, storage, and processing of personal data from the European Economic Area and Switzerland. Data transfers are subject to adequate safeguards described in Article 46 of the GDPR, including EU standard contractual clauses where applicable.

8. GENERAL TERMS

The Licensee may not transfer or assign this Agreement or its rights without prior consent. Prozessraum AG may transfer or assign this Agreement or its rights, with notice to the Licensee. This Agreement is binding upon and inures to the benefit of the parties and their successors or permitted assignees.

If any provision of this Agreement is found invalid or unenforceable, it shall not affect the validity of the remaining provisions.

Failure to enforce a provision or rights under this Agreement does not constitute a waiver of those rights. Waivers must be made explicitly and in writing.

All notices under this Agreement must be in writing and are deemed received upon delivery, email acknowledgment, or registered mail.

Apart from payment obligations, neither party is liable for delays or non-performance due to causes beyond their control, such as strikes, pandemics, government actions, or natural disasters. Both parties must comply with applicable laws, including export regulations.

This Agreement is governed by Swiss law, excluding conflict-of-law principles. The CISG is not applicable. Exclusive jurisdiction is at the courts of prozessraum AG's headquarters.

The Software Plan and Support & Maintenance Plan are integral parts of this Agreement. In case of conflict, their provisions prevail.

prozessraum AG

Licensee

Lara Ferrari
Board Member

Name:
Function:

Attachments:

- Software Plan
- Support- and Maintenance Plan

SOFTWARE PLAN

Licensee: _____

Designated Contact by
Licencee: _____

Licensee Address: _____

Software Specifications:

[•]

Support System Specifications:

[•]

Nr. of Licensed Processes:

[•]

Geographic Region:

[•]

Currency:

[•]

License Fee:

[•]

Support and Maintenance Term (if applicable):

Start Date: [Effective Date]

End Date: [•]

Initial Support and Maintenance Fee (if applicable):

[•]

Annual Support and Maintenance Fees (if applicable):

[•]

prozessraum AG

Licencee

Lara Ferrari
Board Member

Name:
Function:

SUPPORT AND MAINTENANCE PLAN

If the Licensee elects to receive support and maintenance services from prozessraum AG in accordance with the Software License Agreement, these services will be provided as per the following terms:

1. SCOPE

The terms outlined in this Support and Maintenance Plan apply to the support and maintenance services provided to the Licensee for the Software. This plan forms an integral part of the Software Plan unless the Support and Maintenance Plan or the Software Plan expressly state otherwise.

2. DEFINITIONS

"Error": A reproducible instance of negative or incorrect functionality of the Software that impacts the Licensee's ability to use the Software as specified.

"Error Resolution": A solution provided through a Software version that corrects the error.

"Service Pack": A new version of the Software that includes bug fixes and corrections for the existing version, without substantial functional improvements, modifications, or enhancements. Service Packs may be identified by an increment in the number after the decimal point (e.g., 5.0 >> 5.1; 5.1.1 >> 5.1.2) or by other designations.

"Release": A new Software version that includes substantial functional improvements, modifications, or enhancements. Releases may be identified by an increment in the number before the decimal point (e.g., 4.0 >> 5.0) or by other designations.

3. SERVICE PROVISIONS

Support and maintenance services will only be provided for authorized copies of the Software under a valid license and used in compliance with this Agreement. These services support the current version of the Software only.

Prozessraum AG will make commercially reasonable efforts to deliver the described support and maintenance services. If such efforts fail to resolve an error, the Licensee is entitled to a pro-rata refund of the maintenance fees paid for the duration the error persisted.

4. MAINTENANCE DESCRIPTION

Prozessraum AG will provide access to all Service Packs released during the term of this plan.

If prozessraum AG produces a new Release during the term, the Licensee will be informed. Access to the Release may require a contract amendment.

5. SUPPORT DESCRIPTIONS

Telephone support is available during regular business hours on weekdays, excluding national holidays and pre-holiday days, where availability may be reduced. Response times for addressing reported issues are as follows:

Severity	Response Time	Status Updates
Critical: The error has a critical impact on the Licensee's ability to conduct business operations. This means that the Licensee's work cannot continue, or the Software is no longer functional, with no procedural workaround available.	36 hours, with immediate commencement of resolution efforts. (All reports classified as "critical" should be confirmed via telephone.)	Once per Business day
Serious: The error has a serious impact on the Licensee's ability to conduct business operations. Processes are disrupted, but the necessary business operations can still be maintained.	72 hours, with resolution efforts commencing on the same business day.	Every other business day
Moderate: The error has a moderate impact on the Licensee's ability to conduct business operations. The loss of functionality is partial and not critical. The Licensee's business operations are affected but remain functional.	1 week, with resolution efforts commencing within one business day.	Once per week

6. EXCLUSIONS

Support and maintenance services do not include resolution of errors arising from:

- (a) Third-party software or hardware,
- (b) Modifications to the Software not performed by prozessraum AG or its affiliates, or
- (c) Software use inconsistent with the Documentation.

Prozessraum AG's ability to provide support may be limited by discrepancies in hardware or software environments and access restrictions to the Licensee's systems.

The following are excluded:

- Determining whether an error is attributable to the Licensee's system or the Software.

- Answering questions about method or procedure implementation (e.g., "how-to" questions).
- Support for any version other than the latest Software version

7. FEES

The Licensee shall pay the annual maintenance fee specified in the Software Plan in accordance with the contractual terms.

8. TERM

Unless otherwise agreed, the term and duration of this Support and Maintenance Plan are defined in the Software Plan.

prozessraum AG

Licencee

Lara Ferrari
Board Member

Name:
Function: