



General Terms and Conditions

skybow AG – Terms & Conditions

A.1 General License Terms

The following provisions apply uniformly to all skybow software products (skybow Studio, skybow Add-ins, skybow On-Premise). Product-specific deviations and supplementary provisions are set out in Sections A.2 to A.4.

1. Term

Unless otherwise specified, this Agreement is concluded as a subscription agreement with an initial term of 12 months and automatically renews for further 12-month periods unless terminated in due time in accordance with Clause 10 (Termination) and the product-specific notice periods in Sections A.2 to A.4 (Clause 7).

2. Fees, Payment Terms and Maintenance Requirement

(a) All provisions concerning fees, invoicing, price adjustments and refunds are governed by the "Software Maintenance & Support Agreement" (the "Maintenance Agreement").

(b) Use of the license requires a valid Maintenance Agreement in place, which governs fees, support services and SLA.

(c) In the absence of an individually agreed Maintenance Agreement, the provisions of Part B of these Terms & Conditions in their currently valid form apply; skybow is entitled to suspend the provision of non-mandatory services until a Maintenance Agreement is in place.

3. Right of Use; Use by Third Parties / White-Labeling

Paragraph (a) – the product-specific scope of the right of use – is set out in Sections A.2 to A.4. The following paragraphs (b) to (e) apply to all products.

(b) The right of use covers exclusively use by the Licensee itself within the scope of its own business activities. The license is non-transferable and may not be assigned, sublicensed or otherwise transferred to third parties unless skybow has given its prior written consent.

(c) Any use of the Software by affiliated companies within the meaning of group law, by subcontractors, external service providers or as part of the Licensee's own product or offering (including so-called white-label or OEM use) is prohibited without skybow's prior written consent. Customers of the Licensee do not acquire any rights of use whatsoever through such use.

(d) If the Licensee wishes to distribute skybow technology as part of its own solution or make it accessible to third parties, a separate distribution, reseller or white-label agreement must be

concluded with skybow. Without such an agreement, distribution or transfer — in any form — is prohibited.

(e) The Licensee is prohibited from decompiling, disassembling, modifying, adapting, translating or otherwise determining the source code of the Software or parts thereof (reverse engineering), except where expressly permitted by mandatory law. Violations entitle skybow to terminate this Agreement with immediate effect and to claim damages.

4. Warranty

Warranty Claim

skybow cannot guarantee that the system will run uninterrupted and without errors in all combinations desired by the Licensee, with any data, IT systems or programs, or that the remediation of a malfunction will not lead to further malfunctions.

Further warranty provisions (functions, exemptions) are set out product-specifically in Sections A.2 to A.4.

5. Liability

skybow is liable without limitation for damages caused by unlawful intent or gross negligence, for injury to life, body or health, and for liability that cannot be excluded under mandatory applicable law (including the Swiss Product Liability Act). In all other cases, skybow is liable only for direct damages arising from this contractual relationship up to the amount of the license fees owed in the relevant contract year, but in any event no more than CHF 1,000,000 per contract year. Liability for indirect damages such as consequential damages, third-party claims, lost profits, loss of data, etc., is excluded to the extent permitted by law; this also applies to slight negligence. The limitations of liability apply to contractual and non-contractual claims and equally to skybow's employees, subcontractors and vicarious agents.

6. Legal Warranty (Intellectual Property Rights)

skybow declares that it is entitled to grant the license and that doing so does not infringe any existing intellectual property rights of third parties. skybow indemnifies the Licensee against liability for infringement of Swiss copyright or other third-party intellectual property rights, provided that the infringement is based exclusively on the contractually compliant use of the licensed Software. Any further warranty is excluded.

7. Liability of the Licensee

The Licensee indemnifies skybow against all liabilities and damages where third parties assert claims against skybow based on non-contractual use by the Licensee. The indemnification also covers skybow's costs in connection with non-contractual use.

8. Reference (Customer Identification)

Upon conclusion of the contract, the Licensee automatically grants skybow permission to use its logo publicly for reference purposes (website, marketing materials, presentations). The Licensee may object to such use in writing prior to conclusion of the contract or revoke it at any time after conclusion; the contract remains unaffected.

9. Confidentiality and Data Protection

9.1 Confidentiality Obligation

The parties are subject to a strict confidentiality obligation with respect to all information of the other party that is not generally known.

9.2 Data Protection Assurance

The parties undertake to comply with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection (FADP). skybow ensures appropriate technical and organizational measures (TOMs) to protect personal data processed in the course of the services.

The product-specific provisions on data processing are set out in Sections A.2 to A.4.

10. Termination

Ordinary termination and the expiry of the right of use are governed product-specifically in Sections A.2 to A.4. The following provisions apply to all products.

10.1 Extraordinary Termination

Either party is entitled to terminate the Agreement without notice for cause, in particular in the case of material breach despite the setting of a grace period, the opening of insolvency or composition proceedings, unauthorized transfer of the Software to third parties, or reverse engineering. Extraordinary termination causes the right of use to expire immediately.

10.2 Surviving Clauses

The provisions on confidentiality and data protection, warranty, liability, severability, as well as applicable law and jurisdiction remain in force after termination of this Agreement.

11. Use in High-Risk Environments (Exclusion)

skybow software products are neither designed nor certified for use in high-risk environments, in particular in life-, health-, safety- or environment-critical systems. Without skybow's prior express written consent, the Licensee must not use the software in connection with: (a) the operation of nuclear facilities; (b) life support systems or medical devices; (c) pharmaceutical production; (d) air traffic control or aviation systems; (e) railway control and signaling systems; (f) weapon systems or military applications; (g) critical energy, water, or telecommunications infrastructure; (h) emergency response systems; or (i) any other use where software failure could directly result in

death, personal injury, or severe environmental or physical damage. Any such use is strictly prohibited. The Licensee indemnifies skybow in full against all claims arising from any such unauthorized high-risk use.

12. Force Majeure

Neither party is liable for delays or failures in performance due to circumstances beyond its reasonable control, in particular natural disasters, war, terrorism, pandemics, cyberattacks by third parties or governmental measures. The affected party shall inform the other party in writing without undue delay. If the event lasts longer than 60 days, either party is entitled to terminate the Agreement extraordinarily.

13. Annexes, Amendments, Severability

(a) Annexes form an integral part of this Agreement. Amendments require the written form and skybow's consent.

(b) Should a provision be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be deemed replaced by a valid regulation that comes closest to the economic purpose of the original.

(c) skybow may revise these Terms & Conditions with effect from the beginning of the next contract period, provided the revised version is communicated to the Licensee in text form at least 3 months before it takes effect. If the revision materially disadvantages the Licensee, the Licensee may terminate the Agreement as of the date the revised version takes effect.

(d) In the event of conflict, the following order of precedence applies: (1) the individually agreed Statement of Work or Order Form, (2) the Data Processing Agreement (Part C) with respect to data protection matters, (3) these Terms & Conditions. These Terms & Conditions are published in German and English; in case of discrepancies between the language versions, the German version prevails.

13a. Supplementary Provisions

(a) Intellectual Property Rights: All intellectual property rights in the software and documentation remain with skybow and its licensors; the Licensee receives only the right of use set out in Clause 3 and Sections A.2 to A.4. No further rights are transferred.

(b) Updates and Changes to the Software: skybow may modify, update or discontinue features of the software at any time, provided that the core functionality agreed in this Agreement is not materially impaired. skybow will notify the Licensee of material changes with reasonable advance notice.

(c) Export Controls: The Licensee must comply with all applicable export control and sanctions laws and regulations. The Licensee warrants that it is not subject to sanctions and that it will not use the software in connection with prohibited end uses.

14. Applicable Law and Dispute Resolution

14.1 Applicable Law

This Agreement is governed exclusively by Swiss law; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14.2 Amicable Settlement

The parties shall first seek an amicable settlement of disputes.

14.3 Jurisdiction

In the event of a dispute, Rapperswil, Canton of St. Gallen, shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement.

A.2 Product-Specific Provisions – skybow Studio (SaaS/Cloud)

1. Subject Matter

The subject matter of this Agreement is the provision of the software products developed by skybow AG, together with the associated documentation (hereinafter the “skybow software products”), as cloud-based online services (Software-as-a-Service, SaaS) via the Microsoft 365 / SharePoint Online platform. The Licensee receives password-protected, web-based access to the service. The license is granted based on the number of authorized end users (“Seats”); end users are natural persons who productively use applications built with the skybow software products. Persons who act exclusively in an administrative or building role (e.g. app builders or configurators) do not require a Seat, unless otherwise specified in the Statement of Work. The agreed number of Seats and the licensed modules are set out in the Statement of Work. All rights in the skybow software products and the documentation remain with skybow and its licensors.

2. Provisioning and Access Activation

skybow activates access to the service at the mutually agreed point in time. Upon activation, the Licensee receives access to the currently productive version of the skybow software products for the agreed number of Seats. No physical delivery or installation takes place.

3. Licensee’s Security Obligations (Access Protection)

(a) The Licensee must keep all access credentials (usernames, passwords, keys, tokens) strictly confidential and protect them from access by unauthorized third parties. Sharing of login credentials is prohibited.

(b) Each access may only be used by one natural person. Shared use of access (“shared account”) or simultaneous use of the same access by several persons is not permitted.

(c) The Licensee shall implement appropriate organizational and technical measures in line with the state of the art to secure access.

4. Right of Use (Paragraph a)

(a) The right of use comprises access to the skybow software products via the Internet for the number of authorized users (Seats) agreed in the Statement of Work. Each Seat may only be assigned to a single natural person; shared use of a Seat by several persons is not permitted.

The general conditions governing the right of use – including the prohibition of use by third parties, white-labeling, and reverse engineering – are set out exclusively in Section A.1, Clause 3, paragraphs (b) to (e), and apply in addition to the product-specific provisions of this Clause 4.

5. Warranty

5.1 Functions

skybow ensures that new versions of the skybow software products are tested before productive rollout. As the Software is provided as an ongoing cloud service, in lieu of one-time warranty periods the priority levels and response times defined in the Maintenance Agreement apply to the remediation of malfunctions.

5.2 Exemption from Warranty Claim

skybow is exempt from warranty obligations if the defect is not attributable to circumstances for which skybow is responsible, in particular in the case of improper use by the Licensee or its authorized users, interventions by unauthorized persons, or problems attributable to the Licensee's infrastructure (browser, network, Microsoft 365 tenant configuration).

6. Data Processing

The Licensee is and remains the Controller within the meaning of Art. 4 (7) GDPR and Art. 5 lit. j Swiss FADP for all personal data that it or its users process in the course of using the software. skybow AG acts as Processor within the meaning of Art. 4 (8) GDPR and processes such data exclusively in accordance with the Licensee's documented instructions under the separately concluded Data Processing Agreement (DPA), available at <https://www.skybow.com/terms-of-use#dpa>.

7. Termination – Ordinary Termination and Expiry of License

Ordinary termination shall be made in writing with 3 months' notice before the end of the current contract period. Upon expiry of the notice period, access to the service is deactivated and the right of use expires in full. Time limits and modalities of data return and deletion are governed by the DPA. As no software is installed locally, there is no return or deletion obligation for software copies.

8. Technical Requirements and Cooperation Obligations

(a) The use of the skybow software products requires a suitable and operational Microsoft 365 / SharePoint Online environment (tenant) of the Licensee, including the necessary licenses, configurations and network connectivity.

(b) The Licensee is responsible for its infrastructure. skybow is not liable for performance deficiencies caused by failures, changes or restrictions of the Microsoft 365 platform or by the Licensee's infrastructure, configuration or misuse.

(c) Data Backup: skybow performs daily automated backups of configuration and tenant data for the skybow Studio SaaS service. The recovery time objective (RTO) is a maximum of 24 hours, and the recovery point objective (RPO) is a maximum of 24 hours. For skybow Add-ins and skybow On-Premise, the responsibility for data backup lies with the Licensee, as these products run on the Licensee's infrastructure or that of a hosting provider.

A.3 Product-Specific Provisions – skybow Add-ins (SPFx)

1. Subject Matter

The subject matter of this Agreement is the provision of the add-in software developed by skybow AG, together with the associated documentation (hereinafter the “skybow Add-ins”), for installation as a SharePoint Framework (SPFx) Solution in the Licensee’s Microsoft 365 / SharePoint Online environment. The skybow Add-ins are provided to the Licensee as an installation package and are installed, configured and operated by the Licensee on its own responsibility within its SharePoint tenant. skybow does not operate the software as a service; operation and administration lie entirely with the Licensee. The license is granted as an annual subscription based on the number of authorized end users (“Seats”); end users are natural persons who use the skybow Add-ins productively. The agreed number of Seats and the licensed add-in modules are set out in the Statement of Work. All rights in the skybow Add-ins and the documentation remain with skybow and its licensors.

2. Provisioning and Installation

After conclusion of the contract, skybow provides the Licensee with the installation package (SPFx Solution Package) for download and activates the license. The Licensee is responsible for the installation, configuration and operation of the skybow Add-ins in its SharePoint Online environment. Functionality of the skybow Add-ins is tied to an active license managed centrally by skybow; skybow is entitled to deactivate the license upon contract end or material breach. New versions are provided by skybow; the Licensee is responsible for carrying out updates in its environment. skybow has no direct access to the Licensee’s tenant.

3. Licensee’s Security Obligations

(a) The Licensee is responsible for ensuring that the skybow Add-ins are installed and operated exclusively in its licensed SharePoint Online environment. The Licensee shall take appropriate technical and organizational measures to prevent unauthorized access to the installation package and the deployed solutions.

(b) The transfer of the installation package or parts thereof to third parties is prohibited without skybow’s prior written consent.

(c) The Licensee ensures that access to the installed solution and the SharePoint Online environment is protected against unauthorized use through appropriate measures (in particular access controls pursuant to Microsoft 365 tenant administration).

4. Right of Use (Paragraph a)

(a) The right of use comprises the installation and operation of the skybow Add-ins in the environment defined in the Statement of Work (one SharePoint tenant) for the agreed number of

authorized end users (Seats). Each Seat may only be assigned to a single natural person; shared use of a Seat by several persons is not permitted. Use in additional tenants or by third parties outside the licensed environment is prohibited without a separate written agreement with skybow.

The general conditions governing the right of use – including the prohibition of use by third parties, white-labeling, and reverse engineering – are set out exclusively in Section A.1, Clause 3, paragraphs (b) to (e), and apply in addition to the product-specific provisions of this Clause 4.

5. Warranty

5.1 Functions

skybow ensures that new versions of the skybow Add-ins are tested before release. As the software is operated in the Licensee's environment, skybow is dependent on the Licensee's information and cooperation for error diagnosis. The priority levels and response times defined in the Maintenance Agreement for the remediation of malfunctions are binding.

5.2 Exemption from Warranty Claim

skybow is exempt from warranty obligations if the defect is not attributable to circumstances for which skybow is responsible, in particular in the case of improper use by the Licensee or its users, interventions by unauthorized persons, problems attributable to the Licensee's infrastructure (SharePoint configuration, network, Microsoft 365 tenant), or defective or improper installation, configuration or customization of the skybow Add-ins by the Licensee.

6. Data Processing

The skybow Add-ins are installed and operated in the Licensee's SharePoint tenant. In normal operation, skybow does not have access to the data processed; data processing by skybow does generally not take place. Support interventions in which the Licensee explicitly grants skybow access are exempt – in these cases, the General Data Protection Terms (DPA) pursuant to <https://www.skybow.com/terms-of-use#dpa> apply. The Licensee bears sole data protection responsibility for the operation of the skybow Add-ins in its environment.

7. Termination – Ordinary Termination and Expiry of License

Ordinary termination shall be made in writing with 3 months' notice before the end of the current contract period. Upon expiry of the notice period, skybow deactivates the license and the right of use expires in full.

8. Technical Requirements and Cooperation Obligations

(a) The use of the skybow software products requires a suitable and operational Microsoft 365 / SharePoint Online environment (tenant) of the Licensee, including the necessary licenses, configurations and network connectivity.

(b) The Licensee is fully responsible for the installation, configuration, operation and updating of the skybow Add-ins in its environment. skybow is not liable for performance deficiencies caused by incorrect or omitted installation, improper configuration, failures or changes in the Microsoft 365 platform, or adjustments by the Licensee to the SharePoint environment.

A.4 Product-Specific Provisions – skybow On-Premise

1. Subject Matter

The subject matter of this Agreement is the provision of the software products developed by skybow AG, together with the associated documentation (hereinafter the “skybow Software”), for installation and operation on the Licensee’s own infrastructure (on-premise). The skybow Software is provided to the Licensee as an installation package and is installed, configured and operated by the Licensee on its own responsibility. skybow does not operate the Software as a service; operation, administration and data backup lie entirely with the Licensee. The license is granted as an annual subscription based on the number of authorized end users (“Seats”); end users are natural persons who use the skybow Software productively. The agreed number of Seats and the licensed modules are set out in the Statement of Work. If the Licensee uses optional On-Premise Background Services (server-side processing services), additional costs apply in accordance with the then-current skybow price list; the current price list can be requested at any time at support@skybow.com. All rights in the skybow Software and the documentation remain with skybow and its licensors.

2. Provisioning, Installation and License Activation

After conclusion of the contract, skybow provides the Licensee with the installation package for download and activates the license via the skybow License Service. The Licensee is responsible for the installation, configuration and operation of the skybow Software on its own infrastructure. skybow is entitled to deactivate the license via the skybow License Service upon contract end or material breach. New versions are provided by skybow; the Licensee is responsible for carrying out updates in its environment.

3. Licensee’s Security Obligations

(a) The Licensee is responsible for ensuring that the skybow Software is installed and operated exclusively within the licensed environment. The Licensee shall take appropriate technical and organizational measures to prevent unauthorized access to the installation package and the installed software.

(b) The transfer of the installation package or parts thereof to third parties is prohibited without skybow’s prior written consent.

(c) The Licensee ensures the protection of the installed skybow Software against unauthorized third-party access through appropriate infrastructural and organizational measures.

4. Right of Use (Paragraph a)

(a) The right of use comprises the installation and operation of the skybow Software on the Licensee’s own infrastructure for the agreed number of authorized end users (Seats). Each Seat

may only be assigned to a single natural person; shared use of a Seat by several persons is not permitted. Installation on additional systems or locations is only permitted within the scope of the environment defined in the Statement of Work.

The general conditions governing the right of use – including the prohibition of use by third parties, white-labeling, and reverse engineering – are set out exclusively in Section A.1, Clause 3, paragraphs (b) to (e), and apply in addition to the product-specific provisions of this Clause 4.

5. Warranty

5.1 Functions

skybow ensures that new versions of the skybow Software are tested before release. As the software is operated in the Licensee's environment, skybow is dependent on the Licensee's information and cooperation for error diagnosis. The priority levels and response times defined in the Maintenance Agreement for the remediation of malfunctions are binding.

5.2 Exemption from Warranty Claim

skybow is exempt from warranty obligations if the defect is not attributable to circumstances for which skybow is responsible, in particular in the case of improper use by the Licensee or its users, interventions by unauthorized persons, problems attributable to the Licensee's infrastructure, hardware or system configuration, or defective or omitted installation, configuration or updating of the skybow Software by the Licensee.

6. Data Processing

The skybow Software is operated on the Licensee's infrastructure. In normal operation, skybow does not have access to the data processed; the Licensee bears sole data protection responsibility for the operation of the skybow Software in its environment, including data backup and protection. Support interventions in which the Licensee explicitly grants skybow access are exempt – in these cases, the General Data Protection Terms (DPA) pursuant to <https://www.skybow.com/terms-of-use#dpa> apply.

7. Termination – Ordinary Termination and Expiry of License

Ordinary termination shall be made in writing with 3 months' notice before the end of the current contract period. Upon expiry of the notice period, skybow deactivates the license via the skybow License Service and the right of use expires in full. The Licensee is obligated to uninstall the skybow Software immediately from all systems, delete all copies of the installation package, and confirm this in writing upon request.

8. Technical Requirements and Cooperation Obligations

(a) The Licensee ensures that its infrastructure (servers, network, operating system, databases) meets the minimum technical requirements defined in the Statement of Work or system documentation. The Licensee is solely responsible for providing and operating the required infrastructure.

(b) The Licensee is fully responsible for installation, configuration, operation, data backup and updating of the skybow Software in its environment. skybow is not liable for performance deficiencies caused by failures, errors or incompatibilities of the Licensee's infrastructure, hardware, operating systems or third-party software, or by defective or omitted installation and configuration.

B. Software Maintenance & Support Agreement

1. Subject Matter

The subject matter of this Agreement is the provision of maintenance and support services by skybow AG for the licensed skybow software products. This Maintenance & Support Agreement is an integral part of the overall license agreement. The provision of maintenance and support services requires a valid license agreement for the respective software product.

2. Maintenance Services

2.1 Software Updates

skybow provides the Licensee with all software updates (bug fixes and minor version updates) and new major versions of the licensed software products for download during the term of the Maintenance Agreement. Access to updates is exclusively via the skybow download portal or the Microsoft AppSource Marketplace.

2.2 Compatibility Updates

skybow endeavors to provide timely updates to maintain compatibility with current versions of Microsoft 365 and SharePoint. Compatibility updates address changes in the Microsoft platform that affect core functionality. skybow does not guarantee compatibility with beta versions, preview features, or Microsoft products not covered by the license.

2.3 System Availability (skybow Studio SaaS only)

skybow guarantees a monthly system availability of at least 99.5% for skybow Studio, measured against the total number of hours in the respective calendar month less scheduled maintenance windows.

Downtime is any interruption of the core functionality of skybow Studio that is not caused by any of the following factors: (a) scheduled maintenance windows announced at least 5 business days in advance, (b) failures of the Microsoft 365 platform, (c) force majeure, (d) acts or omissions of the Licensee.

If the guaranteed availability is not achieved, the Licensee shall receive a credit in accordance with Clause 5.4 (Refunds).

3. Support Services

3.1 Support Channels

Support is provided exclusively via the skybow support portal at skybow.com/support. skybow provides first and second level support in German and English. Premium support with dedicated contact persons and extended response times is available at an additional charge.

3.2 Support Hours

Support is available during normal business hours: Monday to Friday, 09:00 to 17:00 Swiss time (CET/CEST, UTC+1/UTC+2 depending on daylight saving), excluding Swiss public holidays and the skybow company holiday (last week of December and first week of January).

3.3 Priority Levels and Response Times

Reported issues are classified according to the following priority levels:

- Priority 1 (Critical): Complete failure of core functionality; initial response within 4 business hours; workaround or fix within 2 business days.
- Priority 2 (High): Significant functional impairment; initial response within 1 business day; fix within 5 business days.
- Priority 3 (Medium): Functional limitation; initial response within 2 business days; planned for next regular update.
- Priority 4 (Low): Cosmetic issues, feature requests; initial response within 5 business days; planned for future roadmap.

4. Scope of Support

4.1 Exclusions

Support does not cover: issues arising from customizations, configurations or extensions not made by skybow; compatibility issues with third-party products not covered by the license; issues arising from use contrary to the documentation or this Agreement; support for end users of the Licensee; on-site support or project services (available separately).

4.2 Cooperation Obligations

The Licensee must provide skybow with all information necessary for error diagnosis (e.g. version number, error description, steps to reproduce, system environment). Inadequate cooperation may result in extended resolution times or the inability to resolve the issue.

5. Remuneration

5.1 License and Maintenance Fees

The annual license and maintenance fee is based on the number of contracted Seats and the licensed product modules, as agreed in the applicable Statement of Work. Invoicing is annual in advance. Payment is due within 30 days of invoice date.

5.2 Price Adjustments

skybow reserves the right to adjust the annual license and maintenance fee with effect from the start of the next contract period, subject to at least 3 months' prior written notice. Price adjustments follow the development of the Swiss National Consumer Price Index (CPI) or comparable index, limited to a maximum of 10% per period. In the event of a price increase

exceeding 5%, the Licensee has the right to terminate the Agreement at the end of the current contract period with 30 days' written notice, without incurring any additional charges.

5.3 Default

In the event of payment default, skybow reserves the right to suspend maintenance and support services after a reminder period of 14 days. Suspension does not affect the Licensee's payment obligation. In the event of continued default, skybow may terminate the Agreement for cause.

5.4 Refunds

Refunds of license or support fees already paid are excluded unless otherwise provided below. Exceptions:

(a) Termination by skybow without fault of the Licensee: pro rata refund for the remaining contract term.

(b) Material service disruption attributable to skybow (P1 outage > 72 hours) or failure to meet the guaranteed availability under Clause 2.3: credit of 10% of the monthly fee per affected day, capped at one monthly fee. For the purposes of this Clause, "monthly fee" means one twelfth (1/12) of the annual license and maintenance fee under Clause 5.1.

(c) Incorrect invoicing: refund of the overpaid amount within 30 days of proof.

6. Allocation of Responsibilities with skybow Partners

6.1 Service Delivery and Escalation

For direct customers, skybow AG provides support services directly to the Licensee. The Licensee is responsible for the correct classification and prioritization of its support requests pursuant to Clause 4.

For partner customers, skybow AG provides support services exclusively to the partner. Direct support to the partner's end customer occurs only at the partner's express instruction. The partner is responsible for the initial classification and prioritization of incoming support requests pursuant to Clause 4. The prioritization is binding on skybow AG, unless it is manifestly incorrect.

If the partner classifies a request lower than skybow AG considers appropriate (e.g. P1 as P3), the partner is solely responsible for the consequences resulting from the misclassification vis-à-vis the end customer. In such a case, skybow AG indemnifies the partner against third-party claims, provided that the delayed response was causally based on the partner's misclassification.

6.2 Escalation Path for Direct Customers

If a direct customer does not receive a response within the response time specified in Clause 4.2, it shall contact support@skybow.com directly by email and mark the request according to the priority level. For P1 incidents, the telephone emergency contact via the number provided in the

support portal is additionally available. skybow AG designates at least one technically responsible person who is reachable in case of P1 incidents.

6.3 Escalation Path for skybow Partners

If no solution is communicated within the response time specified in Clause 4.2, the partner escalates the request to the responsible account manager at skybow AG. For P1 incidents, additionally the direct reachability of a technically responsible person at skybow AG shall be ensured (emergency contact per separate partner agreement). The partner designates at least one qualified technical contact person with decision-making authority for escalated cases for skybow AG.

7. Term and Termination

Unless otherwise agreed in writing, this Agreement has an initial term of 12 months and renews automatically for further 12-month periods unless terminated in writing with at least 3 months' notice before the end of the current period. Termination for cause remains unaffected.

8. Limitation of Liability

skybow's liability under this Agreement is governed by Section A.1, Clause 5 (Liability). Section A.1, Clauses 11 (High-Risk Use) and 12 (Force Majeure) apply to the services under this Part B accordingly.

Data Processing Agreement (DPA)

1. Preamble

This Data Processing Agreement (hereinafter "DPA") supplements the main contract concluded between skybow AG (hereinafter "Processor") and the Controller (License Agreement and/or Software Maintenance & Support Agreement) and governs the processing of personal data in accordance with Art. 28 of Regulation (EU) 2016/679 (GDPR) and the Swiss Federal Act on Data Protection (FADP). In relation to the main contract, the provisions of this DPA shall prevail to the extent that data protection matters are concerned. For Controllers established exclusively in Switzerland without a connection to the EEA, the revised Swiss Federal Act on Data Protection (FADP, in force since 1 September 2023) applies as the sole data protection law.

2. Definitions

For the purposes of this DPA, the following definitions apply: "Personal Data" means any information relating to an identified or identifiable natural person (Art. 4 No. 1 GDPR). "Processing" means any operation performed on personal data (Art. 4 No. 2 GDPR). "Controller" means the natural or legal person within the meaning of Art. 4 No. 7 GDPR who determines the purposes and means of processing. "Processor" means skybow AG within the meaning of Art. 4 No. 8 GDPR. "Data Subject" means any natural person whose personal data are processed.

3. Subject Matter, Duration, Nature and Purpose of Processing

The Processor processes personal data on behalf of the Controller for the performance of the services agreed in the main contract, in particular for the provision and operation of skybow software products, support and maintenance services, cloud services and consulting services. This DPA runs in parallel with the main contract and ends automatically upon its termination, subject to surviving obligations. The subject matter of the processing comprises master data (name, position, company information), contact data (email, telephone, address), access credentials (usernames, hashed passwords, tenant information), usage data (log files, error messages) and support communication including ticket content and attachments. The categories of Data Subjects include employees and administrators of the Controller, end users of skybow software products at the Controller, as well as contact persons at skybow partners and their end customers. The purposes of the processing are the provision of the software products, support, maintenance and development services, account administration and contract management, as well as compliance with statutory obligations.

4. Instructions

The Processor processes personal data exclusively on documented instructions of the Controller. Verbal instructions shall be confirmed in writing, in text form or by email. The Processor shall inform the Controller without undue delay if, in its opinion, an instruction infringes data protection provisions of the Union, a Member State or Switzerland.

5. Processor's Obligations

The Processor undertakes: (a) to process personal data exclusively in accordance with the documented instructions of the Controller; (b) to ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (Art. 28(3)(b) GDPR); (c) to implement and maintain appropriate technical and organizational measures in accordance with Art. 32 GDPR and Art. 8 FADP; (d) to engage Sub-processors only in accordance with the provisions in Clause 8 of this DPA; (e) to assist the Controller, insofar as possible, in fulfilling its obligation to respond to requests for exercising the rights of Data Subjects laid down in Chapter III of the GDPR; (f) taking into account the nature of the processing and the information available, to assist the Controller in ensuring compliance with the obligations laid down in Articles 32 to 36 GDPR; (g) at the choice of the Controller, to delete or return all personal data after the end of the provision of processing services and to delete existing copies, unless applicable law requires storage; (h) to make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA.

6. Controller's Obligations

The Controller shall in particular fulfill the following obligations:

- **Legal basis:** Ensuring a valid legal basis for the commissioned processing.
- **Data quality:** Transmission of correct and up-to-date data.
- **Contact person:** Designation of a responsible contact person for data protection matters.

7. Technical and Organizational Measures (TOMs)

The Processor implements and maintains appropriate technical and organizational measures in accordance with Art. 32 GDPR and Art. 8 FADP. In particular:

- **Physical Access Control:** Physical access to data centers and office premises is restricted to authorized personnel (locking system, alarm system, visitor log).
- **System Access Control:** Systems are secured by password protection and multi-factor authentication (MFA). Passwords are stored hashed. Inactive sessions are automatically terminated.
- **Data Access Control:** Access to personal data follows the least-privilege principle. Permissions are reviewed on a regular basis. All accesses are logged.
- **Transfer Control:** Data transfers take place exclusively encrypted (TLS 1.2 or higher). Email communication with sensitive data is, where possible, additionally encrypted.
- **Input Control and Logging:** Data entries, changes and deletions are logged and traceable. Log files are retained for at least 90 days.
- **Availability Control:** Daily automated backups for the skybow Studio SaaS service with maximum recovery time objective (RTO) of 24 hours and maximum recovery point objective (RPO) of 24 hours. Redundant system architecture, business continuity plan in place.

The measures are reviewed and further developed on a regular basis; the level of protection shall not be reduced.

8. Sub-processors

The Processor is authorized to engage the following Sub-processors (as of May 2026):

- **Microsoft Corporation (USA):** Azure, Microsoft 365, SharePoint Online. Legal basis: Standard Contractual Clauses (SCC) + EU-U.S. Data Privacy Framework. Data location primarily EU (West-Europe).
- **Zendesk Inc. (USA):** Ticketing and support. Legal basis: SCC + EU-U.S. Data Privacy Framework. Data location primarily EU, USA in support cases.
- **Zoho Corporation Pvt. Ltd. (India/USA):** CRM, email marketing, internal collaboration. Legal basis: SCC. Data location EU (where EU data centre selected).
- **Pipedrive OÜ (Estonia/USA):** CRM and sales management. Legal basis: SCC + EU-U.S. Data Privacy Framework. Data location primarily EU.

The Controller grants its general authorization in accordance with Art. 28(2) GDPR upon acceptance of the Order Form. The Processor shall inform the Controller of intended changes or the addition of further Sub-processors at least 30 days before they take effect. The Controller may object in writing within this period if there is a substantiated data protection reason; without timely objection, the change shall be deemed approved. The Processor contractually binds all Sub-processors to the same data protection obligations and is liable to the Controller for their performance as for its own obligations.

9. International Data Transfers

The Processor operates its services primarily in Azure data centers in West-Europe (EU/Switzerland). Transfers of personal data to countries outside the EEA or Switzerland are carried out exclusively where an adequate level of protection in accordance with Art. 44 to 49 GDPR is in place. The safeguards include in particular an adequacy decision of the European Commission, EU Standard Contractual Clauses (SCC) or binding corporate rules (BCR). The third-country transfers currently in use and the safeguards applicable to each of them are set out in Clause 8 of this DPA for the respective Sub-processors.

10. Data Subject Rights

The Processor shall assist the Controller in fulfilling Data Subject rights requests (access, rectification, erasure, restriction of processing, data portability, objection) within the timeframes required by law. Requests from Data Subjects received directly by the Processor shall be forwarded to the Controller without undue delay and shall not be answered independently without the Controller's express instruction.

11. Data Breaches

The Processor shall notify the Controller without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach. The notification shall include at least: a description of the nature of the breach; the categories and approximate number of Data Subjects concerned; the categories and approximate number of records concerned; the likely consequences of the breach; and the measures taken or proposed to address the breach.

12. Data Return and Deletion

Upon termination of the processing services or on instruction of the Controller, the Processor shall delete or return all personal data, unless statutory retention obligations apply. The return shall be carried out in a common machine-readable format (in particular CSV or JSON) within 30 calendar days after the end of the contract. Accounts that have not been reactivated 180 days after payment default shall be deleted; the Controller shall be notified by email 30 days prior to deletion and shall be given the opportunity to export its data. Deletion periods may include technically conditioned delays caused by the cloud systems used (in particular Microsoft Azure); the Processor has no influence on the internal deletion cycles of the cloud infrastructure. Upon request, the Processor shall issue written confirmation of deletion or return.

13. Audit Rights

The Controller has the right to verify the Processor's compliance with this DPA, either by requesting documentation or by conducting an audit with reasonable prior notice of at least 14 days. Audits shall be conducted during normal business hours, without disrupting operations, and at the Controller's expense. The Processor may satisfy the audit obligation by providing current certifications or audit reports from qualified independent auditors (in particular ISO 27001 or comparable attestations).

14. White-Labeling and Partner Provisions

skybow partners act as intermediaries vis-à-vis their end customers, unless expressly agreed otherwise; in such case, the end customer remains the Controller within the meaning of the GDPR and the Swiss FADP. Alternatively, the partner may conclude its own DPA with its end customer; in this case, skybow becomes the Sub-processor of the partner. In both constellations, the parties ensure the complete data protection chain. The processing of personal data of end customers of partners falls within the scope of this DPA insofar as skybow acts as Processor.

15. Liability

The liability of the parties for damages arising from violations of this DPA is governed by the statutory provisions of the GDPR (Art. 82) as well as by the liability provisions in the main agreement. Internally, each party is liable to the extent it is responsible for the damage.

16. Survival

The provisions of this DPA on confidentiality (Clause 5), data return and deletion (Clause 12), liability (Clause 15), as well as applicable law and jurisdiction (Clause 17) remain in force after termination of this DPA and the main agreement.

17. Applicable Law and Jurisdiction

This DPA is governed by Swiss law. To the extent it concerns data processing within the European Economic Area, the law of the respective Member State of the Controller additionally applies. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The exclusive place of jurisdiction for disputes arising out of or in connection with this DPA is Rapperswil, Canton

of St. Gallen, Switzerland. In case of conflict between this DPA and the main contract, the provisions of this DPA shall prevail with respect to the processing of personal data.

18. Final Provisions

skybow is entitled to update these General Data Protection Terms with reasonable notice; the currently applicable version is available at <https://www.skybow.com/terms-of-use#dpa>. Continued use of the skybow software products after a new version takes effect constitutes acceptance. Should a provision of this DPA be or become invalid, the remaining provisions shall remain unaffected. In case of conflict between this DPA and the main agreement, this DPA prevails in data protection matters.