

Provisions - Hosted Services

These provisions Hosted Services (the "Provisions") apply in addition to the "General Provisions" of SKIDATA and take precedence over them in the event of a conflict.

1. General Terms

- 1.1.** The provisions govern the use of SKIDATA's Hosted Services by Principal.
- 1.2.** The detailed functions and requirements of the Hosted Services are set out in the Fact Sheet(s).
- 1.3.** The Hosted Services shall be made available to Principal either by SKIDATA itself or by a service provider commissioned by SKIDATA.
- 1.4.** The provisions shall also apply in their current version to all updates, upgrades and supplements.

2. Definitionen

"Cloud- based services": Applications, IT infrastructure, components, storage, or other internet-based functions that enable access by external service providers via the internet or other wide area networks.

"Principal Data": Data created or transferred by the Principal and stored on SKIDATA's servers or the servers of service providers.

"Expert Services": Maintenance and service modules (SKIDATA .Care Services) carried out by authorized SKIDATA technicians. Special conditions shall apply to Expert Services.

"Fact Sheet": Information sheet describing the respective hosted service.

"Hosted Services": The software elements and hardware components that are hosted by SKIDATA or by a service provider commissioned by SKIDATA.

"Interfaces": All SKIDATA proprietary application programming interfaces (APIs) and their specification used by Principal to interact with SKIDATA's products and services, subject to the provisions of these Terms.

"SKIDATA Solution": The combination of software, hardware, consumables, hosted services, interfaces, and expert services, as well as all other components or products from SKIDATA that the Principal orders based on SKIDATA's offer.

"Service Provider": a service provider for cloud-based services commissioned by SKIDATA.

"Software": Programs, data, or electronic instructions used to operate computers or devices and perform specific tasks that are either hosted by the Principal on site, installed locally on the hardware, or hosted virtually with the use of remote servers or via the cloud. In addition, the Software may also include the access and use of interfaces, portals, user IDs, tokens, passwords, and computer tools required for the Principal to use the Software Package.

"Software Package": Includes all Software and software components, Cloud-Based Services, Interfaces, or a combination of these elements, as further described in the Documentation.

"Contract": The entirety of the provisions governing Principal's use of the SKIDATA Solution, including these Terms, the Offer, the Documentation, and all Annexes incorporated by reference.

3. Scope of Service

3.1. Principal is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Hosted Services in connection with SKIDATA Systems for Principal's business activities disclosed to SKIDATA upon conclusion of the Contract.

3.2. The Hosted Services are made available to the Client exclusively via a network, the Internet.

3.3. SKIDATA reserves the right to change the Hosted Services unless this is unreasonable for Principal. SKIDATA shall inform Principal thereof if necessary.

3.4. SKIDATA reserves the right, at its sole discretion and without notice to Principal, to change or replace, in particular, the following components of the Hosted Services: (i) system configurations, (ii) designs, (iii) routing configurations or changes thereof, (iv) technical specifications and (v) the equipment used to provide the Hosted Services.

3.5. Not part of the Contract are (i) hardware and its integration or installation, (ii) software and its integration or installation, (iii) training courses, (iv) support and maintenance services and (v) services of SKIDATA not expressly mentioned in the Fact Sheets.

4. Updates and Upgrades

4.1. Principal shall be provided with software updates, service packs, hot fixes and patches (collectively referred to as **"Updates"**) as part of the SKIDATA Solution as soon as they are available or required. Furthermore, upgrades of the Software, including new versions of the Software (collectively referred to as **"Upgrades"**), shall be made available to Principal as part of the SKIDATA Solution as soon as they are available. For the sake of clarity, the distinction between Updates and Upgrades is explained as follows: A change of a Software version from 16.01 to 16.02 constitutes an Update, while a change from 16.01 to 17.01 is considered an Upgrade.

4.2. The Principal shall accept the installation of updates or upgrades.

4.3. If Principal does not install updates or upgrades, it does so at its own risk. A failure to install updates or upgrades may jeopardize the security and operability of the SKIDATA Solution and may result in a violation of third party licenses,

regulations, or laws. As a result, any associated guarantees or warranty claims of the Principal against the SKIDATA Solution may become void. SKIDATA assumes no liability for damages resulting from the non-installation of Updates and Upgrades.

4.4. Principal acknowledges and accepts that SKIDATA uses software for automated software download ("Digital Software Deployment" or "DSD") to transfer software to improve system quality via a secure connection from a central SKIDATA server to Principal's system. Principal may choose between an automated or semi-automated (manual) installation of the software. Regular, mainly automated updates and upgrades are required to maintain the operation of the SKIDATA solution. If Principal opts for a semi-automated SKIDATA Solution, Principal shall be responsible for ensuring that all regular updates or upgrades are carried out. If the Principal does not carry out the necessary updates and an update by SKIDATA becomes necessary to maintain the functionality, the updates will be carried out by the SKIDATA service team for a fee. Such service cases are not included in the Mobility Suite Subscription.

4.5. The Principal acknowledges that upgrades may necessitate changes to the system requirements that require the replacement of hardware, individual hardware components, or licenses for third-party products. All resulting costs shall be borne by the Principal. These costs are not included in the license fee, unless expressly agreed otherwise in writing.

4.6. The Principal agrees that maintenance work, updates and upgrades to components of the software package may result in temporary functional restrictions or temporary unavailability. Such a restriction does not constitute downtime and has no influence on the agreed availability of the software package (section 5).

4.7. SKIDATA is not obliged to inform Principal about maintenance work, updates or upgrades of the Software. However, SKIDATA shall take commercially reasonable measures to announce maintenance work, updates or upgrades with reasonable lead time and to keep the duration of maintenance times as short as possible. Security-related maintenance measures may be carried out at any time and without prior notice, even at short notice.

4.8. It is the sole responsibility of the Principal to back up all relevant files and data before installing updates and upgrades. SKIDATA accepts no liability for the loss of files, information or data or for any resulting damage. This shall also apply to damage caused by SKIDATA's negligence. Principal waives all claims in this respect.

5. Cloud-based Services

5.1. The following availability of the Cloud-based Services is agreed:

Availability	99.5 % during the observation period
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5.2. The observation period is one calendar month in each case.

5.3. SKIDATA shall use commercially reasonable efforts to achieve the agreed availability and to provide the Cloud-based Services in accordance with the recognized standards of the hosting industry (the "Service Standards"). SKIDATA shall also use commercially reasonable efforts in accordance with the circumstances of the individual case and based on Principal's technical environment to remedy interruptions, malfunctions, or errors that lead to a failure to achieve the Service Standards and/or the agreed availability (collectively referred to as "Interruption") and to make the Cloud-based Services available again.

5.4. A period during which the Cloud-based Services are not available due to an interruption (the "Downtime") shall be calculated from the time at which SKIDATA becomes made aware of the interruption. In case of doubt, this shall be deemed to be the time at which the Principal informs SKIDATA of the interruption. The downtime ends with the determination of availability by SKIDATA. SKIDATA shall monitor the performance indicators for the availability of the Cloud-based Services in its own system or in the Service Provider's system in order to measure their availability. The basis for determining the achieved availability of the Cloud-based Services are exclusively the documents and data of SKIDATA.

5.5. In the event the availability of Cloud-based Services does not meet the 99.5% threshold during the observation period, Principal is eligible to receive a Service Credit based on the periodical Service Fee as described below:

Cloud-based Services Availability	Service Credit
Less than 99.5% but equal to or greater than 98.0% during a monthly observation period	10% of the monthly fees
Less than 98.0% but equal to or greater than 95.0%	25% of the monthly fees
Less than 95.0%	100% of the monthly fees

5.6. Access to the Hosted Services may be temporarily unavailable for reasons beyond SKIDATA's control. Such restriction of access to the Hosted Services does not constitute downtime and does not affect the availability of the Hosted Services.

5.7. SKIDATA shall not be liable for failure to achieve the agreed availability if this is directly or indirectly attributable, at least in part, to the following:

- (i) Force majeure events (e.g., large-scale network failures, natural disasters, official orders),
- (ii) Causes on the part of the customer (misconfiguration, unsupported integrations, overload due to customer testing, capacity limits outside the contract),

- (iii) Third-party networks and Internet connections outside SKIDATA's sphere of influence,
- (iv) Scheduled maintenance and emergency maintenance,
- (v) Security events resulting from compliance with legal/regulatory requirements (e.g. traffic blockages, credential resets),
- (vi) Non-compliance with the terms of use/acceptable use policy by the client.

6. Responsibilities of the Principal

6.1. Principal is obliged to ensure and permanently maintain all necessary technical requirements for the installation, operation and maintenance of the SKIDATA Solution. Principal shall ensure that the SKIDATA Solution and its entire IT infrastructure are always state of the art and free of malware (e.g. viruses). This includes regular updates, protection against viruses and malware as well as the provision of a stable network infrastructure and hardware.

6.2. Principal is prohibited from carrying out or arranging for the following actions itself or through third parties without the prior written consent of SKIDATA: (i) reverse engineering, decompiling, disassembling or other actions aimed at converting SKIDATA software, computer systems, servers or other SKIDATA products into a human readable/perceivable form, (ii) copying, publishing, transferring and/or distributing the SKIDATA Solution or related content, (iii) making copies of the Software Package, object or source code or any part thereof, (iv) modifying, adapting, translating or creating derivative works based on the Software Package, related documentation or other SKIDATA deliverables or any part thereof, (v) combining the SKIDATA solution or other SKIDATA products with open source software of any kind, (vi) providing access and thus access to other SKIDATA systems, programs, features or data beyond the rights granted under the contract, (vii) disclosure and/or transfer of the passwords or access data provided to unauthorized third parties, (viii) removal or manipulation of copyright notices or other protective notices (ix) direct or indirect use or transfer of the Software for the provision and performance of services for third parties; and (x) making or using copies of the software for purposes not expressly provided for in these terms and conditions, even if the software or accompanying materials have been combined with or integrated into other software. If the Principal makes a backup copy of the Software in accordance with these Terms & Conditions, it shall be obliged to affix all copyright and/or proprietary notices affixed or printed on the original copy unchanged on the copy.

6.3. The provision of the SKIDATA Solution and compliance with the agreed performance dates require the Principal's timely and complete cooperation. Principal therefore shall provide SKIDATA with all necessary support for the provision of the contractual services. This includes in particular, but is not limited to: (i) timely and unrestricted access to networks, databases, programs, equipment and services of Principal and third parties and, if applicable, third parties, to the extent necessary for the provision of the Services; and (ii) active cooperation in testing, system configuration and identification and verification of potential errors in the SKIDATA Solution. If Principal does not, or only partially, fulfill its obligations to cooperate, the agreed performance dates shall be extended accordingly. SKIDATA shall not be liable for any delay or other impairment of the provision of the Services which is directly or indirectly attributable to a breach of the Principal's obligations to cooperate. All costs incurred as a result, including additional expenses, waiting times, or necessary renewed provision, shall be borne by Principal.

6.4. SKIDATA is entitled to block access to the Principal Data, delete it, and restrict or terminate reports, batch jobs and/or processes if: (i) the Principal Data or Principal's conduct violates these Terms, in particular in the event of default of payment; (ii) if Principal uses excessive computer resources, thereby affecting or impairing the performance of the Cloud-based Services for other users; or (iii) if the Principal Data poses a security risk or could cause other serious damage. SKIDATA shall take commercially reasonable measures to inform Principal thereof. Excessive use of computer resources exists in particular if Principal significantly impairs the system performance of the Cloud-based Services through its usage behavior or the data provided by it, so that other users experience a significant restriction of the Services. Excessive use is determined by SKIDATA on the basis of objective criteria, such as above-average utilization of processor power, storage capacity, or bandwidth.

6.5. Any breach of the provisions of this section shall entitle SKIDATA to terminate the Agreement without notice and to claim damages. This includes in particular violations of the prohibitions to modify, reproduce or decompile the SKIDATA Software. Principal shall compensate SKIDATA for all damages, including loss of profit and legal costs.

7. Permitted use

7.1. Principal is obliged to comply with applicable statutory provisions in all activities in connection with the use of the SKIDATA Solution. The responsibility for this, regardless of the purpose of use, lies exclusively with Principal. Principal is prohibited from using the SKIDATA Solution for activities that: (a) violate applicable laws, ordinances, statutes or regulations; (b) infringe copyrights, trademark rights, personal rights or other proprietary rights under the applicable law of any country; (c) place an unreasonable or disproportionate burden on the infrastructure of SKIDATA or its service providers; (d) contain viruses, Trojan horses, worms or other harmful computer programming routines that are capable of damaging, interfering with, surreptitiously intercepting or stealing systems, data or information; (e) enable the use of robots, spiders, automated tools, or manual processes to monitor or duplicate the Hosted Services without SKIDATA's prior written consent; (f) are aimed at circumventing security or protection technologies of the Cloud-based Services or their impairment or attempted impairment; (g) may cause SKIDATA or its service providers to lose services from their Internet service providers, payment service providers, or other providers. Principal is obliged to inform SKIDATA immediately of any violations of this clause. SKIDATA is entitled to monitor Principal's use of the SKIDATA Solution for

possible violations of this clause. If a violation of this clause is reported or detected, SKIDATA shall be entitled to block Principal's use of the Cloud-based Services until Principal ceases the violation and notifies SKIDATA thereof. SKIDATA shall inform Principal of any suspension of the SKIDATA Solution and/or parts thereof in accordance with this clause prior to the suspension, if possible. In urgent cases, SKIDATA shall notify Principal within a reasonable period of time after the suspension of the SKIDATA Solution has commenced.

7.2. Any breach of the provisions of this section shall entitle SKIDATA to terminate the Agreement without notice and to claim damages. This includes in particular violations of the prohibitions to modify, reproduce or decompile the SKIDATA Software. Principal shall compensate SKIDATA for all damages, including loss of profit and legal costs.

8. Data of the Principal and data protection

8.1. Data created or transmitted by Principal and stored on SKIDATA's servers or on the Service Provider's servers (the "Principal Data") shall remain the property of Principal.

8.2. The use of Cloud-based Services and access data is the sole responsibility of the Principal and is at the Principal's own risk.

8.3. SKIDATA will not generally monitor the Principal Data, but reserves the right to review it from time to time at its sole discretion.

8.4. SKIDATA shall, at its own discretion, make backup copies of the Principal Data, the transaction history, and other relevant information. However, SKIDATA is not obliged to do so and is therefore not liable for any loss or damage to the Principal Data.

8.5. SKIDATA shall store Principal's Data for the period agreed in the Documentation. The storage of Principal's Data beyond the period specified in the Documentation requires a separate agreement between the parties. Backup copies of Principal's data shall serve exclusively to restore the Cloud-based Services and thus not to extend the retention period specified in the Documentation. After expiry of the retention period specified in the Documentation, SKIDATA shall be entitled to delete Principal's Data without consulting Principal. Principal acknowledges and agrees that SKIDATA may take anonymization measures instead of deleting Principal's Data. In this case, SKIDATA shall carefully anonymize Principal's Data so that it can no longer be associated with Principal and SKIDATA can use this anonymized information to improve its Services.

8.6. SKIDATA is entitled to process non-personal data of the Principal (e.g. number of long-term parkers and short-term parkers, payment methods used, etc.), subject to compliance with the confidentiality provisions herein.

8.7. Principal acknowledges and agrees that SKIDATA is entitled to collect and store Aggregated Data and Analytics Data for the purposes of (i) operating, maintaining, analyzing and improving existing Cloud-based Services and (ii) researching and developing new services. "Aggregated Data" means anonymized information and data collected or transmitted in the course of the Principal's access to and use of the Cloud-based Services. "Analytics Data" means the analysis of the use of the Cloud-based Services by Principal. SKIDATA owns all rights to the Aggregated Data and Analysis Data, provided that it is anonymized in such a way that neither Principal nor any end user can be identified.

8.8. Upon request, SKIDATA shall provide Principal with a data export of its sales, access and invoice data in a machine-readable format free of charge. The costs for any additional data exports shall be invoiced to Principal at cost.

8.9. After termination of the Contract, Principal may choose whether its Principal Data, sales data, access data and turnover data (or in certain cases Invoice Data): (i) be transferred in machine-readable form; (ii) remain stored by SKIDATA for a reasonable fee; or (iii) be irrevocably deleted or anonymized.

8.10. The provisions of this section do not apply to data categories for which the storage period is prescribed by statutory retention obligations.

8.11. The data centers used by SKIDATA comply with the security standards of ISO/IEC 27001.

8.12. SKIDATA shall take commercially reasonable and state of the art security measures to ensure the security, confidentiality, and integrity of Principal Data. Despite these efforts, SKIDATA cannot guarantee that the confidentiality of Principal Data will be maintained in connection with communication via the Internet or any other public network.

8.13. Principal shall indemnify and hold SKIDATA harmless against any claims by third parties for infringement of their rights based on Principal Data.

8.14. Whether personal data within the meaning of the Swiss Data Protection Law (DSG) is processed depends on the goods and services purchased by Principal. In cases where personal data within the meaning of the DSG is processed, Principal is the controller and in cases where SKIDATA processes such data on behalf of Principal, SKIDATA is the processor of such data. In the latter case, the parties shall enter into a data processing agreement that governs the processing of personal data by SKIDATA on behalf of Principal.

8.15. SKIDATA is entitled to collect, process, forward, and use data (including personal data) of Principal to the extent necessary for the establishment and execution of the Contract as well as for billing purposes, and to support Principal. SKIDATA shall also be entitled to forward such data to affiliated companies or third parties commissioned by SKIDATA to handle and process data to the extent necessary for the provision of services by SKIDATA. Furthermore, the Principal grants SKIDATA the right to pass on the Principal Data to third parties in order to improve the user experience of the end user, (e.g. the utilization of a facility, the services available in the facility, the prices charged to the end user). For the avoidance of doubt, this right does not extend to personal data of the end user.

9. Warranty

9.1. SKIDATA warrants that the Hosted Services provided during the term of this Agreement will substantially conform to the specifications described in the Fact Sheets.

9.2. SKIDATA does not warrant that the Hosted Services will function without error or be available without interruption.

9.3. This provision conclusively governs SKIDATA warranty. Any rights to claim for defects other than the limitation and rectification of faults and the service credit in accordance with Chapter 5 of this Agreement, in particular withdrawal from the contract, are therefore expressly excluded. Any warranty that the Hosted Services will enable the Principal to achieve its intended economic or other purpose is also excluded.