

# Terms of Use for Sensopro MEMBERSHIP

Version from 7. April 2026

## 1 SUBJECT MATTER

### 1.1 Scope

These Terms and Conditions ("T&Cs") of Sensopro AG, Südstrasse 4, 3110 Münsingen, CHE-104.649.217, its subsidiaries Sensopro AB, Hinsholmsgatan 4, 42677 Västra Frölunda, Sweden und Sensopro BV, Poorstraat 11, 4125 TB Hoef en Haag, Netherlands ("Sensopro") apply to the use of the Sensopro MEMBERSHIP ("MEMBERSHIP") in the version valid at the time of conclusion of the contract. They are concluded between Sensopro and the purchaser ("Customer").

### 1.2 Other applicable conditions

The following documents may be the subject of the agreement between Sensopro and the customer, with their precedence established in descending order in the event of any conflict:

- 1) Individual contract;
- 2) Order confirmation Sensopro;
- 3) Offers from Sensopro;
- 4) Data processing agreement (Annex I);
- 5) The present T&C's.

Sensopro may provide customers with supplementary services related to the use of the MEMBERSHIP. Such services may be subject to additional, service-specific terms and conditions.

The customer's general terms and conditions or any other stipulations are expressly excluded.

### 1.3 Subject matter

In addition to the documents outlined in section 1.2, these T&Cs govern the rights and obligations of the parties concerning the MEMBERSHIP. The MEMBERSHIP complements the Sensopro Luna by adding new functionalities. It is available for purchase either as an upgrade for existing Sensopro Luna customers or as part of a bundle for new customers. The MEMBERSHIP operates on a subscription model, wherein users gain access to specified benefits, content, or services in exchange for regular payments. Further details are outlined in the individual agreement and these T&Cs.

## 2 Services

### 2.1 Software licence

For the duration of this contract, the customer is granted a non-exclusive, non-transferable, non-sublicensable right to use the MEMBERSHIP software for a fee. The MEMBERSHIP software gives customers access to a platform for customizing training programs and for displaying, saving, and analyzing measurement results on the Sensopro Luna.

## **2.2 Sensors**

Using MEMBERSHIP requires the use of sensors and computing units ("sensor technology").

The sensor technology can be purchased from Sensopro.

## **2.3 Other hardware components**

Depending on the version of the Sensopro Luna, using the MEMBERSHIP requires the installation of additional hardware components.

The additional hardware components can be purchased from Sensopro.

# **3 PRINCIPLES OF SERVICE PROVISION**

## **3.1 How does Sensopro provide service?**

As a rule, Sensopro shall provide the contractual services personally or through its employees. However, Sensopro may engage third parties for fulfilment at any time if Sensopro deems it necessary. The customer shall not be informed in advance. Sensopro undertakes to provide the agreed contractual services carefully and professionally. In this context, Sensopro shall be responsible for the selection of suitable employees and third parties and for their instruction.

## **3.2 Where does Sensopro provide service?**

The contractual Services may be performed at Sensopro's business premises (which also includes all Sensopro remote workplaces), at the customer's premises or at a third party's premises.

The locations of the servers that host applications and databases are in Switzerland and the EU and are rented by Sensopro from a third party.

## **3.3 When does Sensopro provide service?**

The delivery and installation of the hardware components (see sections 2.2 and 2.3) shall be carried out in accordance with the order confirmation or agreement between the parties.

The software is generally available to the customer 24 hours a day, seven days a week.

Sensopro generally provides support services and user training during business hours.

## **3.4 Are the agreed dates binding?**

The deadlines agreed by the parties are generally non-binding. Sensopro shall also honour non-binding deadlines wherever possible. Binding deadlines must be explicitly designated as such by the parties.

## **3.5 What happens in the event of delays?**

If delays occur, Sensopro shall inform the customer of the delay and its expected duration. Sensopro shall in any case have the right to provide the service owed within a reasonable grace period.

If Sensopro is affected by a *force majeure* event pursuant to section 8.5 and the provision of services is severely impaired as a result, Sensopro's obligation to perform shall be suspended for the duration of the impairment.

## **3.6 What obligations does the customer have?**

The customer shall do everything that is necessary for Sensopro to fulfil its contractual obligations. In particular, the customer is responsible for

- a) the timely clarification of all facts which impede the contractual provision of services by Sensopro;
- b) Supporting Sensopro in analysing and rectifying any faults;

### **3.7 What happens if the customer does not fulfil their duty to cooperate?**

Sensopro's obligations to provide the contractual service shall be limited or cancelled if the agreed or assumed obligations to cooperate are not fulfilled by the customer within the agreed period and in the agreed form and a reasonable grace period set in writing has not been met. The price for the contractual service shall nevertheless remain owed.

Sensopro is entitled to invoice the customer for additional expenses and additional costs resulting from the customer's lack of or insufficient co-operation.

## **4 SERVICE DETAILS**

### **4.1 What does the licensing right involve?**

Sensopro will provide the Software to the Customer for use during the term of the Agreement in exchange for payment. The Customer is granted a non-exclusive non-transferable, non-sublicensable right to use the Software on a Sensopro Luna for the duration of the Agreement.

The Software remains the property of Sensopro, which retains full copyright ownership.

### **4.2 What restrictions must be observed regarding licensing rights?**

The transfer of the license to third parties without prior consent from Sensopro is strictly prohibited. Customers are not permitted to share their access to the software with unauthorized third parties—such as other customers or individuals who are not patients, clients, representatives, employees, or authorized personnel of the customer—whether for compensation or free of charge.

Any rights for commercial exploitation of the software (e.g., distribution, sublicensing, etc.) by the customer are explicitly excluded.

The customer is expressly prohibited from scraping or copying the content of Sensopro's software, integrating its content or functionalities into their own works or those of third parties, or creating a competing product based on the software, including supporting third parties in such efforts.

In the event of a breach of these usage restrictions, Sensopro reserves the right to revoke the customer's authorization to use the service without prior notice. Further claims or legal actions are expressly reserved.

### **4.3 What software maintenance services does Sensopro provide?**

Sensopro continues to develop the software and will improve it through ongoing updates and upgrades, insofar as this is necessary for the functionality of the software. There is no entitlement to specific results (e.g. customisation of the software). The customer also has no right to work with an older software version.

Sensopro continuously monitors the functionality of the software and eliminates software errors as far as technically possible. In particular, an error exists if the software does not fulfil the specified functions, delivers incorrect results or does not work properly in any other way, so that the use of the software is impossible or significantly restricted.

## **5 WARRANTY**

### **5.1 What does Sensopro's warranty cover?**

Sensopro warrants the functional and operational readiness of the software, and associated services (e.g., backup, data hosting, support, software maintenance) in accordance with the provisions of these T&Cs.

Unless otherwise specified in these T&Cs, the customer's sole entitlement shall be the rectification of defects. This warranty limitation also applies to services provided during the rectification process. Sensopro reserves the right to determine the appropriate method of rectification, which may include updates, fault bypasses, or replacement with equivalent components. To the extent permitted by law, all other warranty claims are fully excluded.

Sensopro may refrain from rectification if this results in unreasonable costs for Sensopro in relation to the licence fees, i.e. if the provision of services can no longer be carried out profitably. In this case, the customer shall have no warranty rights. However, the customer has an extraordinary right of cancellation. Any further claims for damages are excluded.

### **5.2 Under what circumstances will Sensopro rectify a defect?**

The customer is obliged to inspect Sensopro's services immediately after their commissioning or installation and to report any defects in text form within seven (7) days (so-called "notice period").

Hidden defects must be reported in text form immediately after their discovery. The warranty for hidden defects is limited to six months from their commissioning or installation and only applies if the customer proves that Sensopro is responsible for the defect. The complaint must contain a precise description of the defect and details of the circumstances surrounding it and how it came about.

### **5.3 What software availability does SENSOPRO warrant?**

Sensopro does not warrant uninterrupted and fault-free operation of the MEMBERSHIP software. Sensopro warrants an annual average availability of 99% for the MEMBERSHIP software, whereby announced maintenance windows are not taken into account.

### **5.4 When is the warranty obligation cancelled?**

Sensopro's warranty obligation shall not apply if the customer (or its associates):

- a) does not comply with the notice periods;
- b) does not describe the defects and their accompanying circumstances in a comprehensible and detailed manner;
- c) fails to provide the necessary co-operation for the rectification;
- d) the defect was caused by incorrect handling, careless use, a breach of the duty to co-operate or obligations, system intervention or other manipulation.

## **6 PRICE**

### **6.1 How is the subscription price determined?**

The individually agreed prices shall apply. In the absence of such an agreement, the prices according to the order confirmation, offer or the Sensopro website shall apply (in descending order).

The customer may select between annual billing or monthly billing. Advance payment is required, and the license fee for the relevant billing period is due on the last business day before the start of the new billing period.

In the event of payment default, Sensopro reserves the right to suspend all services. Failure to pay within a set grace period will constitute a material breach of contract (see Section 7.3).

## **6.2 What payment methods are available?**

Payment is made using the means of payment accepted by Sensopro (credit or debit cards, PayPal, etc.). These will be communicated to the customer in the offer, the order confirmation or via the Sensopro website. There is no entitlement to a specific payment method requested by the customer.

## **6.3 Do the prices always stay the same?**

The customer is not entitled to price continuity. Sensopro reserves the right to adjust subscription fees at any time. Customers will be notified of any price adjustments in advance and in a timely manner.

The new prices will apply to existing licenses starting with the next license period. For example, during the initial three years of the contract, updated prices will take effect beginning in the fourth year. Thereafter, adjustments will apply from the subsequent year or month, depending on the chosen billing period.

## **6.4 Is the customer's right of set-off unlimited?**

No. The customer may not enforce any claims by deducting any usage fees due.

# **7 DURATION OF CONTRACT**

## **7.1 How is the contract concluded?**

The contract shall be concluded upon acceptance of an offer sent to the customer by Sensopro or upon confirmation of the order by Sensopro. These T&C's shall automatically become part of the contract upon acceptance of the main contract.

Presentations of products or services on the website or in apps do not constitute a legally binding offer, but only an invitation to submit an offer..

## **7.2 How can the contract be terminated?**

If a minimum contract term has been agreed upon, the contract may be terminated for the first time at the end of the minimum contract term. After that, the customer may terminate the contract at any time with 30 days' notice.

For a monthly contract term, the customer may terminate the contract at any time with 30 days' notice.

## **7.3 When can the contract be cancelled without notice?**

The parties have the right to terminate the contract in writing at any time for good cause. Good cause shall be deemed to exist in particular if:

- a) the customer breaches a material contractual provision and the breach of contract is not remedied within a grace period of 30 days set in writing;
- b) a case of force majeure pursuant to section 8.5 persists for more than two months, whereby the contract fees are owed until the extraordinary cancellation date;
- c) bankruptcy or composition proceedings are initiated against a party;

d) a party is liquidated or ceases its operating activities.

#### **7.4 What happens if the customer cancels the contract without good cause?**

If the customer cancels the contract extraordinarily for a reason for which Sensopro is not responsible, the contract shall be deemed cancelled immediately. The customer shall owe the fee for chargeable services until the next possible ordinary cancellation date.

#### **7.5 What are the consequences of cancelling the contract?**

Upon termination of this contract, all rights of use of the customer in relation to the MEMBERSHIP software shall expire.

#### **7.6 What happens to the customer's data?**

The customer is aware that the conclusion and fulfilment of this contract may lead to the processing of personal data about him, his employees and his associates. Sensopro will use such data primarily to fulfil the contract and improve the software.

In addition, personal data of the customer's patients may be processed through the use of the software. In this regard, reference is made to the agreement on order processing (Annex I), which forms an integral part of the contract.

### **8 LIABILITY**

#### **8.1 To what extent is the customer liable?**

The customer shall be liable for all damage to Sensopro's software caused by improper use or use contrary to the terms of the contract.

#### **8.2 To what extent is Sensopro liable?**

Liability is excluded to the extent permitted by law. If no statutory or contractually agreed exclusion of liability applies, Sensopro shall only be liable to the extent that the event is covered by its insurance (in principle and in terms of amount).

#### **8.3 Is Sensopro liable for its associates?**

No. Liability associates is excluded.

#### **8.4 For which damages is Sensopro not liable under any circumstances?**

Sensopro is not liable (even if insurance cover is in place) for:

- a) Damage in the relationship between the customer and his patients. In this relationship, Sensopro is associate of the customer and is in no case liable for damages (in particular personal injury and property damage) arising during the performance of corresponding exercises and training;
- b) Damage caused by improper use;
- c) Damage that occurs because hardware or software used by the customer causes malfunctions in Sensopro's software or because the customer or its associates make operating errors;
- d) Damages due to breaches of contractual obligations by the customer (namely licence conditions or payment obligations);
- e) Damage resulting from events, processes or delays not attributable to Sensopro, e.g. damage caused by third parties.

- f) Damages that arise if Sensopro has to temporarily interrupt the provision of services due to an event of force majeure (see section 8.5 ) or if the provision of services is limited or impossible in whole or in part. Sensopro's obligation to perform shall be suspended to the corresponding extent.

The customer is responsible for the proper instruction of patients in accordance with Sensopro's operating instructions and illustrative material.

## **8.5 What are force majeure events?**

Force majeure includes events such as natural disasters, accidents, significant operational disruptions, failure of telecommunications facilities and networks, energy shortages, trade barriers, mobilisation, war, riots, labour disputes, epidemics and pandemics as well as official measures.

# **9 CONFIDENTIALITY AND DATA PROTECTION**

## **9.1 What measures do the parties take to maintain confidentiality?**

Both parties and their associates mutually undertake to maintain confidentiality with regard to documents and information not generally known which relate to the business sphere of the other party and which become accessible to them during the preparation and execution of the contract.

The parties contractually oblige the subcontractors and employees to exercise the same care as agreed here and impose any special professional obligations on them, such as medical confidentiality.

This obligation shall remain in force even after the termination of the contractual relationship as long as there is a legitimate interest in it.

## **9.2 How does Sensopro handle data protection?**

The customer is aware that the conclusion and fulfilment of this contract may lead to the processing of personal data about him, his employees and his associates. Sensopro will use such data primarily to fulfil the contract and improve the software.

In addition, personal data of the customer's patients may be processed through the use of the software. In this regard, reference is made to the agreement on order processing (Annex I), which forms an integral part of the contract.

Please also refer to Sensopro's privacy policy, available at [www.sensopro.swiss](http://www.sensopro.swiss).

# **10 FINAL PROVISIONS**

## **10.1 Can Sensopro name the customer as a reference?**

By concluding the contract, the customer agrees that Sensopro may cite the customer relationship as a reference on marketing channels. Before Sensopro publishes the customer relationship on the website or otherwise, the customer shall be given the opportunity to object within a reasonable period of time.

## **10.2 How do the parties communicate?**

Notifications regarding the exercise of rights and obligations arising from the contractual relationship must be sent to the other contracting party at least in text form (e.g. e-mail), unless this contract expressly provides for the written form.

### **10.3 Can the parties transfer rights and obligations to third parties?**

Sensopro may transfer the contractual relationship to a third party at any time and without prior notice.

The transfer of rights and/or obligations arising from the contractual relationship or the contract itself by the customer to a third party requires the prior consent of Sensopro in order to be valid..

### **10.4 Under what circumstances may Sensopro amend the contract?**

Subsequent amendments or additions to the T&C's shall become part of existing contractual relationships unless the customer rejects them within 30 days of becoming aware of them.

### **10.5 What happens if a contractual clause is invalid?**

Should individual provisions of this contract prove to be void or ineffective, this shall not affect the validity of the remaining provisions. The parties shall adapt the affected provisions in such a way that the purpose intended by the invalid or ineffective part is achieved as far as possible.

### **10.6 Which law and which place of jurisdiction apply in the event of a dispute?**

Swiss law shall apply to the exclusion of Swiss conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG)

The exclusive place of jurisdiction is Münsingen.

# Appendix I: Data processing agreement pursuant to Art. 9 FADP and Art. 28 GDPR

## A. Role in data processing

1. The customer is deemed to be the controller of the data processing. Sensopro AG, Südstrasse 4, 3110 Münsingen, CHE-104.649.217 ("Sensopro") is deemed to be the data processor.

## B. Main contract

2. This agreement extends the contract concluded between the parties regarding the Sensopro Hub.

## C. Subject matter of this agreement

3. The subject of this agreement is the processing of personal data in the context of Sensopro's fulfilment of its obligations under the main contract.
4. The subject of data processing are the categories of data and persons listed in the main contract (see section "Data processing").
5. Data processing takes place at the following locations: [Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden].
6. Sensopro is entitled to use subcontractors to fulfil its services. Sensopro shall carefully check the sub-processors and conclude an data processing agreement with them, which essentially contains the provisions of this agreement. Sensopro shall notify the customer in text form (e.g. by e-mail) at least 4 weeks in advance of the change or the appointment of a new sub-processor. In justified cases, the customer may object to this. If the parties are subsequently unable to reach an agreement, Sensopro may terminate the main contract with a notice period of 7 days to the end of a month.

## D. Rights and obligations of the parties

7. Sensopro undertakes not to use the processed personal data for any purposes other than those agreed in the main contract. An exception to this is the disclosure of personal data in the context of official orders to surrender or search data, of which Sensopro shall inform the customer as soon as possible, if permissible.
8. Sensopro only uses persons or subcontractors who are contractually or legally bound to confidentiality and who are familiar with the relevant data protection regulations.
9. Sensopro processes personal data only in accordance with documented instructions from the customer. The customer shall confirm verbal instructions immediately in text form (e.g. by e-mail). Sensopro shall inform the customer if an instruction violates applicable data protection law and shall suspend processing until the customer confirms the instruction in text form.

10. Sensopro shall enable the customer or an inspector authorised by the customer to carry out inspections regarding compliance with this agreement. Such inspections must be announced at least 4 weeks in advance. Customer shall be entitled to one inspection day per year free of charge. Any additional expenses incurred by Sensopro shall be remunerated by the customer at standard market rates.

Instead of on-site inspections, Sensopro shall provide proof in writing upon request (e.g. by disclosing audit, certification or other test results such as penetration tests).

11. Sensopro ensures data security through suitable technical and organisational measures in accordance with Annex II. These measures are subject to technical progress. Sensopro may implement alternative adequate measures. In doing so, the previous security level must not be undercut. Significant changes shall be documented.
12. Sensopro also undertakes to inform the customer within 48 hours of discovering a data security incident.
13. Sensopro supports the customer to a reasonable extent in the preparation of data protection impact assessments for the Sensopro Hub as well as for the purpose of responding to requests from data subjects and in the context of enquiries or inspections by authorities concerning the personal data stored in the Sensopro Hub.
14. Copies or duplicates of the data will not be made without the customer's knowledge. This does not apply to backup copies and other technically necessary copies insofar as they are required to ensure proper data processing.
15. At the customer's request, but at the latest upon termination of the main contract, Sensopro shall delete all of the customer's personal data, subject to other agreements (e.g. backup storage) or statutory retention obligations.

## E. Duration of processing

16. This agreement shall remain in force for as long as Sensopro processes the customer's personal data, i.e. beyond the end of the main contract if Sensopro or its subcontractors still retain backups containing the customer's personal data. In such a case and after termination of the main contract, the right of control under section 10 is limited to written requests.

## Annex II: Technical and organisational measures

The following are measures for data security and to ensure an appropriate level of protection with regard to the confidentiality, integrity, availability and resilience of the systems. Sensopro takes into account the state of the art, the costs and the type, scope and purpose of the processing.

Sensopro takes the following technical and organisational measures

- ✓ Access controls
- ✓ IAM
- ✓ Data access only with authentication
- ✓ Admin only temporary and MFA
- ✓ Password rules
- ✓ Least privilege principle
- ✓ Need-to-know principle
- ✓ Zero Trust Principle
- ✓ TLS enforced
- ✓ ASVS Level 2
- ✓ Backups
- ✓ Firewalls
- ✓ up-to-date patch management
- ✓ Separation of productive/other systems
- ✓ Information security directive
- ✓ Information security training