

TERMS AND CONDITIONS — SYMPEL MONITORING VERSION 1.0 — 15.09.2026

1. **Provider and Scope** The provider and contractual counterparty is Simone Venneri, Föhrenweg 20, 5606 Dintikon, Switzerland, acting as an individual under the business name “Sympel Monitoring”. Until a contract is validly transferred, the name “Sympel” does not designate an already existing legal entity. These Terms apply to paid B2B subscriptions to Sympel Monitoring. Early Access/Design Partner pilots are additionally governed by the accepted Early Access terms; in case of a pilot-specific conflict, those terms prevail.
2. **Service** Sympel Monitoring is a SaaS platform for monitoring and operational intelligence in Yeastar environments. Depending on the subscribed scope, the service supports PBX reachability, incident correlation, provider/regional/global health, trunk/provider information, Agent diagnostics and Media Path Diagnostics. Synthetic network diagnostics are not proof of actual call RTP quality.
3. **Customer Account, Authority and Obligations** The Customer is responsible for accurate contact information, secure credentials, authorised users and its internal access rules. The person electronically accepting the contract confirms that they are authorised to represent the stated organisation. Credentials and secrets may be transmitted only through designated secure mechanisms. The Customer shall ensure that it has the necessary legal basis, notices and authority for data transmitted to Sympel.
4. **Subscription, Order Summary and Prices** The plan, scope, PBX/Agent capacity, price, currency, VAT where applicable, billing period, start date, renewal model, cancellation conditions and payment terms are determined by the order/checkout summary stored at contract conclusion. Together with these Terms and the applicable DPA, that summary forms the contract. Discounts and capacity changes are governed by the specifically confirmed offer and the pricing logic displayed in the product.
5. **Payment** Payments and recurring billing are processed through Stripe. The Customer's contractual counterparty for Sympel remains the Provider identified in Section 1; Stripe is used as a payment service provider and is not the seller of Sympel Monitoring. Invoice/payment information, taxes and payment status are governed by the order summary, issued billing records and mandatory law. Refunds and payment disputes concerning Sympel services must be addressed to the Provider, unless mandatory payment-service rules provide otherwise.
6. **Term and Cancellation** The subscription runs according to the confirmed monthly or annual billing period and renews as stated in the order summary unless cancelled in due time. The cancellation and effective dates stored at contract conclusion apply, subject to mandatory law.
7. **Availability and Monitoring Disclaimer** Sympel is operated with reasonable care. The service is a supporting monitoring and information system and is not a guaranteed alerting, emergency, security, telecommunications or business-continuity service. Unless separately agreed, there is no guarantee that every fault, outage, quality issue or telecommunications incident will be detected, reported in time or classified correctly. The Customer remains responsible for its own monitoring, escalation, backups, redundancy, telecommunications and emergency processes.
8. **Customer Data and Data Protection** The Privacy Policy describes processing carried out for the Provider's own purposes. To the extent personal data is processed on behalf of the Customer, the accepted DPA applies. The Subprocessor List and TOM provide supplementary data-protection and security information.
9. **Prohibited Data and Permitted Use** The standard service is not intended to systematically process call content or recordings, health data, biometric data, data concerning criminal proceedings/sanctions, or other specially sensitive/special-category personal data. Such data must not be intentionally submitted to Sympel without a separate written agreement. Misuse, circumvention of security controls, unauthorised access,

systematic scraping and disruptive automated bulk access are also prohibited.

10. Intellectual Property Sympel Monitoring, software, designs, documentation, technical concepts and other rights remain with the Provider or the respective rights holders. For the contract term, the Customer receives a limited, non-exclusive and non-transferable right to use the service for its own business purposes.

11. Support and Service Levels Support is provided via support@sympel.ch. For paid subscriptions, the following target times for a first qualified response apply independently of the selected plan during support hours Monday to Friday, 08:00–17:00 CET/CEST, excluding statutory holidays at the Provider's seat: P1 Critical (service materially unusable overall or for multiple customers/PBXs): within 8 support hours; P2 High (a material core function is severely impaired): within 1 support business day; P3 Normal (non-blocking defect): within 2 support business days; P4 Request (general question, configuration or feature request): within 3 support business days. Classification is based on actual impact. These target times concern the first qualified response and do not guarantee resolution or restoration within the same period. These service levels do not apply to the free Early Access pilot unless expressly agreed in writing.

12. Changes to the Service and Contract Documents Material changes to these Terms will be communicated to the Customer in text form at least 30 days before they take effect. If a change materially worsens the Customer's contractual position, the Customer may terminate the contract effective on the date the change takes effect. Changes required by mandatory law, security requirements or technical development that do not materially worsen the Customer's contractual position may be communicated with reasonable notice. A new contract version is not deemed accepted retroactively; where renewed consent is required, it will be obtained separately.

13. Liability and Service Credit To the extent permitted by law, the Provider is not liable for indirect or consequential damages, loss of profit, lost savings, business interruption, data loss or third-party claims. The Provider's aggregate liability for direct damages arising from the contractual relationship is, to the extent permitted by law, limited to the fees paid or payable by the Customer during the twelve months preceding the damaging event, subject to a minimum cap of CHF 1,000. The CHF 1,000 minimum is a maximum liability cap for direct damages and is not liquidated damages or an automatically payable amount. This limitation does not apply to wilful misconduct or gross negligence and does not apply where mandatory data-protection law or other mandatory statutory provisions provide otherwise.

In the event of significant unavailability of the Sympel service directly attributable to the Provider, the Customer may request a service credit or refund of up to one monthly recurring subscription fee. For the purposes of this service credit, "significant unavailability" means that the paid service is materially unusable for the Customer for a continuous period of at least four support hours, excluding the exceptions stated below. Sympel will assess the request in good faith based on available service and incident records; for annual prepayment this is limited to one twelfth of the annual recurring subscription fee. The Customer must report the event to support@sympel.ch within 30 days. Announced maintenance, force majeure, failures of Customer/third-party systems or telecommunications networks, and circumstances outside the Provider's reasonable control are excluded. Any service credit or refund granted is credited against claims arising from the same event and does not increase the liability cap above.

14. Confidentiality Non-public technical, commercial and security-relevant information must be treated with appropriate confidentiality. Separate NDAs or Early Access terms remain applicable.

15. Transfer to a Future GmbH After a GmbH has been incorporated and registered, the Provider may transfer rights and obligations under existing customer contracts to it. The transfer will be communicated to the Customer in text form and will take effect only where permitted by applicable law and, where required, after the Customer's express consent. The transfer does not alter the original contract version or original acceptance

evidence.

16. Governing Law, Jurisdiction and Language Substantive Swiss law applies, excluding its conflict-of-laws rules. Exclusive jurisdiction for all disputes arising out of or in connection with this contract is, to the extent permitted by law, the Provider's seat in the Canton of Aargau, Switzerland. In case of inconsistency between the German and English versions, the German version prevails unless expressly agreed otherwise.

17. Final Provisions and Electronic Acceptance If any provision is invalid, the remaining provisions remain unaffected. Electronic acceptance is permitted. Sympel records the displayed document version and its content hash, timestamp, account/organisation, acceptance context and appropriate technical audit information. The contract version is accessible before acceptance and can be viewed/downloaded as HTML/PDF.