

EARLY ACCESS & DESIGN PARTNER AGREEMENT

SYMPEL MONITORING — 30-DAY PILOT

VERSION 1.0 · 15.09.2026

Provider: Simone Venneri, Föhrenweg 20, 5606 Dintikon, Switzerland, acting as an individual under the business name “Sympel Monitoring”.

Design Partner / Customer: the legal entity or organisation identified in the electronic acceptance record by organisation name and registered seat, together with the identified accepting person and acceptance account. The acceptance record links the account to the Design Partner organisation and records the representative name and email, pilot scope and acceptance evidence.

- 1. Pilot and Purpose** The Provider makes Sympel Monitoring available to the Design Partner for a time-limited Early Access pilot. The purpose is practical evaluation of the service in a real operational environment and collection of structured feedback regarding defects, false alerts, usability, monitoring quality and missing or improvable functionality.
- 2. Pilot Term and Scope** The pilot lasts thirty (30) calendar days from the start date shown in the Sympel account or activation confirmation, unless otherwise agreed in writing. Up to 10 PBXs and 10 Sympel Agents are enabled for the pilot without a credit card and without a subscription fee. No automatic conversion to a paid subscription occurs unless expressly agreed in advance and confirmed by the Design Partner.
- 3. Early Access Nature** The Design Partner acknowledges that Sympel Monitoring is in an Early Access/pilot phase during the pilot. Features may be changed, added or removed. Defects, interruptions, incomplete data, false alerts or missed events may occur. During the pilot, Sympel is not a replacement for the Design Partner's existing emergency, security, telecommunications or infrastructure procedures.
- 4. Feedback and Cooperation** The Design Partner agrees, on a reasonable-efforts basis, to communicate observed bugs, false alerts, relevant problems and practical improvement suggestions. The Provider may use feedback, suggestions and bug reports without charge to develop, improve and commercialise Sympel. This does not transfer the Design Partner's rights in its pre-existing technology, data, trademarks or other intellectual property. Public use of the Design Partner's name, logo, screenshots, quotation or case study requires separate prior consent in text form.
- 5. Confidential Pilot Information** Non-public information concerning Sympel disclosed or revealed during the pilot shall be treated as confidential where its confidential nature should reasonably be understood from its nature and circumstances. This includes, in particular, non-public roadmaps, internal architecture, algorithms, correlation and incident logic, scoring/confidence methods, technical documentation, unreleased features and non-public information concerning Sympel Agent, Media Path Diagnostics and Diagnostic Infrastructure. Publicly released product functionality is not confidential merely because the Design Partner uses it during the pilot.
- 6. Permitted Use** Access may be used solely for internal evaluation and ordinary operation within the pilot. Credentials may not be shared outside the authorised organisation. The Design Partner shall not bypass security controls or use the service for unlawful or abusive purposes or in a manner that impairs availability for others.
- 7. Reverse Engineering, Scraping and Competitive Use** To the extent permitted by applicable law, systematic scraping, automated bulk extraction, reverse engineering, decompilation, circumvention of technical safeguards

and targeted investigation intended to derive undisclosed algorithms, data structures or internal implementations are prohibited. Non-public information obtained through the pilot may not, without the Provider's written consent, be used to develop, reproduce or assist in developing a competing service. Demonstrably independent development without use of such non-public information remains unaffected.

8. Intellectual Property Sympel Monitoring, software, trademarks, designs, documentation, technical concepts and other rights remain with the Provider or respective rights holders. The pilot grants only a limited, revocable, non-transferable right to use the service for the pilot term and agreed purpose. No ownership rights or broader licences are transferred.

9. Customer Data and Data Protection Each party shall comply with its applicable data-protection obligations. To the extent the Provider processes personal data on behalf of the Design Partner, the accepted DPA applies, including roles, instructions, security measures, subprocessors, international transfers and deletion/return. The standard service is not intended for intentional submission of call content/recordings, health/biometric data, data concerning criminal proceedings/sanctions or other specially sensitive/special-category data without a separate written agreement. Credentials and secrets shall be provided only through designated secure mechanisms.

10. Security and Incidents The Design Partner shall promptly inform the Provider of suspected unauthorised access to its Sympel account or compromised credentials. The Provider may temporarily suspend access where reasonably necessary to address a security risk, abuse or material impairment of the service.

11. No Pilot SLA No specific availability, response time, remediation time or monitoring coverage is guaranteed for the free Early Access pilot unless expressly agreed in writing. The Provider will operate the pilot with reasonable care and address reported issues according to operational priorities.

12. Liability To the extent permitted by applicable law, the Provider is not liable for indirect or consequential loss, loss of profit or loss arising solely because an Early Access monitoring event was missed, delayed or incorrectly detected or reported. For direct damages arising from the free pilot, the Provider's aggregate liability is limited, to the extent permitted by law, to CHF 1,000. This limitation does not apply to wilful misconduct, gross negligence or mandatory statutory liability.

13. Termination The pilot ends automatically after 30 days unless extended or replaced by a paid subscription. Either party may end the pilot at any time in writing. The Provider may immediately suspend access in case of material misuse, security risk or material breach of this Agreement. After the pilot, a 30-day offboarding/recovery period generally applies; eligible productive operational/monitoring data is then deleted or anonymised under the DPA and controlled deletion process. Confidentiality, IP, data-protection and other provisions intended by their nature to survive continue after the pilot ends.

14. Conversion to Subscription A paid Sympel subscription does not arise merely because the pilot expires. Before entering into a paid contract, the Customer will be provided with the selected plan, scope, price, billing period, cancellation conditions and the then-current Terms and will be asked to expressly accept them.

15. Governing Law and Jurisdiction This Agreement is governed by substantive Swiss law, excluding its conflict-of-laws rules. Exclusive jurisdiction for all disputes arising out of or in connection with this Agreement is, to the extent permitted by law, the Provider's seat in the Canton of Aargau, Switzerland.

16. Electronic Acceptance This Agreement may be accepted by handwritten signature, electronic signature or a clearly identified electronic acceptance flow. For electronic acceptance, Sympel records the agreement version and content hash, acceptance timestamp, user account, organisation, acceptance context and appropriate technical audit information. The agreement version is accessible before acceptance and can be saved/

downloaded as HTML/PDF.

17. Final Provisions Amendments require text form and agreement of both parties. If a provision is invalid, the remaining provisions remain unaffected. In case of inconsistency between the German and English versions, the German version prevails unless expressly agreed otherwise.