SYMPHONY TERMS OF USE

VERSION: NOVEMBER 2026 EUROPE REGION

1. SCOPE OF AGREEMENT

1.1 Commend International GmbH, having its registered office at Saalachstrasse 51, 5020 Salzburg, Austria ("**COMMEND**", "**we**", "**us**", "**our**") operates a cloud-based communication solution focusing on applications for security, safety and productivity ("**Symphony**" or "**Platform**"). The Platform covers both a web interface as well as mobile applications.

1.2 The Platform is distributed by COMMEND's affiliates, meaning all entities directly or indirectly controlled by COMMEND or its holding company as well as all entities in which COMMEND has and/or will have an interest, irrespective of whether or not this is a direct or indirect, majority or minority, interest ("**Distribution Partners**").

1.3 These Symphony Terms of Use ("**Terms**") govern the relationship between COMMEND and the user of the Platform ("**User**") upon the User's registration of an Account. These Terms apply for any User with regard to his Subscription non-regarding his agreement with a Distribution Partner.

1.4 These Terms shall apply to the exclusion of all other conditions. Thus, potentially conflicting terms and conditions of the User do not apply.

1.5 Since COMMEND is in a constant technological development, we may amend these Terms from time to time to add additional functions or adjust clauses due to technological changes. In this case we will provide the Users with an updated version under https://www.commend.com/rd/cloud-terms-of-use-en. Further, we will inform registered Users about the changes via E-Mail at least 14 days prior to the effective date of the updated Terms. You accept these changes through your use of the platform or its services.

2. SCOPE OF SERVICES

2.1 The exact content and scope of the Platform's current functions and services are described in the applicable Data Sheet and Manual, available under https://www.commend.com/rd/cloud-scope-of-service-en. Unless expressly stated otherwise, the use of the Platform and its services is subject to a fee. COMMEND may, at its sole discretion, offer certain services free of charge or provide optional add-on features and enhancements. The availability, scope, and pricing of free and paid

services, are described on the Platform and in the Data Sheet or in the applicable order form.

2.2 The services include the respective Distribution Partner's standard customer support services as agreed directly between the User and the Distribution Partner. The User may purchase enhanced support services through a separate agreement with COMMEND or the respective Distribution Partner.

2.3 COMMEND reserves the right to amend the functions of the Platform and any related documentation, update and upgrade it at any time, while the core functionalities of the Platform are retained. Further, COMMEND may add new functions to the Platform. COMMEND may in its own discretion use third-party software and products or build its Platform and functionalities based on third-party software and products, which must be licensed by User.

2.4 If the scope of services also includes third-party software and products which must be licensed by User, COMMEND shall identify these accordingly in the offer, unless the User is aware of this anyway. By placing an order, the User authorizes COMMEND to commission these third-party software and products on behalf of and on account of User. In this case, a direct contractual relationship is established between the third party and the User. Any claims arising from this relationship shall be settled directly and exclusively between these parties.

2.5 COMMEND may from time to time and in its sole discretion engage third parties to perform services.

3. REGISTRATION AND USER ACCOUNT

3.1 To be able to actively use the Platform, Users have to validly register for an account ("**Account**") by filling out the registration form on our website while providing their e-mail address and choosing a password and, where required, additional account profile information necessary to administer your account and provide the services. Users may only provide accurate and complete information and keep their Account information updated without delay. Users may amend their Account information at any time via the Platform.

3.2 Users are at their sole discretion responsible for keeping their Account login information (e-mail address and password) confidential. Users shall indemnify COMMEND from and against all damages and costs arising from negligent failure to keep the Account login information confidential. Users shall notify COMMEND immediately if they become aware of any unauthorized use of their Account login information or any other breach of security on the Platform.

3.3 COMMEND reserves the right to restrict the User's access to the Platform in justified cases and temporarily or indefinitely block the Account, especially if:

a. The User breaches these Terms or applicable laws; or

b. The User's actions may cause any loss or liability to other Users or to us.

3.4 Users may delete their Account at any time within the Platform. This deletion of the Account does not affect already existing claims by COMMEND or its Distribution Partners against the User in connection with the Subscription and the activity on the Platform.

4. USE RESTRICTIONS AND OBLIGATIONS

4.1 It is important that the Platform is used safely and in accordance with applicable laws. Thus, Users are especially prohibited to use the Platform to ("**Use Restrictions**"):

a. copy, modify or create derivative works or improvements of the Platform;

b. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any part of the Platform to any non-authorised third person;

c. decompile, disassemble, reverse engineer, decode, copy, transfer, gain access to the source code of the Platform or otherwise use the Platform or any content except as permitted by copyright law;

d. violate legal rights (including the rights of privacy and data protection) of others;

e. transmit any material that promotes, provides, or relates to illegal activities or promotes physical harm or injury against any individual or group;

f. transmit any material that may infringe the intellectual property rights or other rights of third parties;

g. use the Platform in a manner that

   i. is likely to interrupt, suspend, slow down or hinder the continuity of the Platform,

   ii. constitutes an intrusion or attempt to break into the Platform or our IT infrastructure,

   iii. will divert of the Platform' system resources,

   iv. may place a disproportionate load on the infrastructure of the Platform, or

   v. constitutes an attack on security and authentication measures of the Platform or our IT infrastructure;

h. intrude into a third party's computer system via the Platform or engage in any activity that may damage, control, interfere with or intercept all or part of a third party's computer system or violate its integrity or security;

i. distribute any part of the Platform in any form without prior written authorisation of us;

j. illegally processing data of data subjects, introducing biased data, algorithms or patterns or otherwise harming data subjects, particularly by the use of AI;

k. otherwise use the Platform for purposes other than those for which it is designed.

4.2 The User shall fully indemnify and hold COMMEND harmless from and against any claims, damages, liabilities, costs, losses and expenses arising out of

i. User's negligent breach of these Terms,

ii. User's negligent violation of any third party right and/or

iii. any of User's action negligently causing damage to COMMEND or a third party.

4.3 If the User uses the AI-based voice assistant services, the following applies:

i. The voice assistant uses automatic speech recognition, natural language processing and generative AI. Due to the nature of AI, outputs and classification may be incomplete, inaccurate, misleading, non-deterministic or unavailable, and can vary due to factors beyond COMMEND's control (e.g. poor acoustics, loud background noise, accents, connectivity issues, misuse, prank calls, defective or misconfigured microphones).

ii. The voice assistant may be used to identify, flag, filter or prioritise potential false, abusive or prank calls as well as emergency calls; however, it may incorrectly classify or not recognise such calls.

iii. The voice assistant may provide real-time translation of calls. Such translation may omit, add, distort or misinterpret content, may fail to capture nuance or context, and may be affected by latency or technical limitations. The voice assistant is not a certified interpreter/translator service.

iv. Based on interpreted inputs and/or classifications, the voice assistant can recommend or trigger actions (e.g. call forwarding, escalation, queue or emergency call centre) as configured by the User. The User is aware that the voice assistant may trigger incorrect, delayed or failed actions.

v. The User acknowledges the limitations set out in sections 4.3.i.-iv., inform its end-users accordingly and agrees not to rely on outputs classification, translation or action triggers as the sole source of truth or action, especially in life-safety or time-critical context. User shall inform end-users to consider case-by-case additional measures in emergency situations, since emergency services are provided by third parties outside of COMMEND's control. The voice assistant is an assistance feature only and not an emergency call service. Except as expressly set out in section 8 and subject to mandatory law, COMMEND is not liable for damages arising from the User's reliance on outputs, classification, translation or any action triggers.

vi. To improve accuracy, performance and safety, COMMEND may regularly retrain and optimize the voice assistant. For such optimization, the User will thus include within its implementation of AI-based voice assistant services COMMEND's consent declaration for the usage of collected data for own training purposes and provide end-users with the privacy policy of COMMEND. The wording will be upfront provided by COMMEND.

vii. The user shall clearly and transparently inform the end-user and/or include within its platform implementation a statement that end-user is communicating with an AI-based voice assistant and not a natural person and request end-users' consent for audio data, transcripts and translations during voice assistant calls in accordance with applicable laws and regulations.

5. SUBSCRIPTION

COMMEND's Distribution Partners offer different subscription models in order to use the Platform ("**Subscription**"). Thus, the agreement on Subscription shall be concluded separately with the respective Distribution Partner.

6. INTELLECTUAL PROPERTY

6.1 COMMEND grants the User the non-exclusive, non-transferable and non-sublicensable right to use the Platform for the term of the Subscription and to the extent necessary to exploit the Platform's functions. Besides, all elements of the Platform, such as texts, pictures, illustrations, as well as design and structure of the Platform, the underlying software and database remain COMMEND's or its partner's sole intellectual property and are subject to copyright protection. Unless COMMEND expressly agrees in writing, these elements may not be copied, send, made available, presented, performed, modified, translated or utilised by the User.

6.2 COMMEND is entitled to inspect, analyse and audit the User's use of the Platform in order to verify the User's compliance with these Terms. The User will therefore provide COMMEND with all required information and respective access to its systems and books so that COMMEND is reasonably able to assess the User's compliance.

6.3 The User hereby grants COMMEND the non-exclusive, transferable, sublicensable, royalty-free, worldwide and perpetual right to use, host, store and reproduce all data, information and content that is provided through the User's Account (especially pictures, videos and audio files). This right to use is limited to the purpose of operating and improving the Platform and its services/functionalities.

6.4 The Users represent and warrant that they have all rights, power and authority necessary to grant COMMEND the rights set out above.

7. WARRANTY AND AVAILABILITY OF THE PLATFORM

7.1 COMMEND provides its services and the Platform with due care and in accordance with generally recognised industry standards for cloud and intercom services.

COMMEND warrants that the Platform is available and accessible for the User 99% each calendar month ("Availability"). For the avoidance of doubt, due to technical, operational or external factors inherent to intercom systems, this monthly Availability warranty does not mean that the Platform will be continuously available at any given moment, nor does it constitute a warranty of uninterrupted or error-free operation, successful connection, specific response times, or that the Platform will be fully free from interruptions, delays, degradation of performance or temporary failures.

The following circumstances shall not be taken into account for the calculation of the Platform's Availability:

a. maintenance and service windows announced on our website at least five calendar days in advance;

b. any system, software, network or hardware failure occurring outside COMMEND's sphere of influence or control or resulting from Force Majeure;

c. failures or errors caused by the User or third parties attributable to the User, in particular due to improper operation, failure to comply with technical specifications and conditions of use or the use of incompatible devices.

7.2 If the User employs the Platform in emergency, safety-critical or other critical environments, the User acknowledges that the effectiveness of emergency communications may depend on factors outside of COMMEND's control, including public telecommunications networks, internet connectivity, power supply, device availability/configuration, local infrastructure and the actions and response times of emergency service providers.

COMMEND will provide the Platform with due care in accordance with Section 7.1 and will use commercially reasonable efforts to maintain the Availability level warranted in Section 7.1 and restore the Platform without undue delay in the event of a disruption within COMMEND's sphere of influence or control.

However, COMMEND does not warrant or guarantee that emergency calls initiated via the Platform will result in the arrival of emergency services, that such arrival will occur within a specific timeframe, or that assistance will be timely, appropriate or effective, since emergency services are provided by third parties outside of COMMEND's control.

The Platform is not an emergency call service and does not replace other appropriate safety measures, contingency planning or precautionary arrangements. The User remains responsible for evaluating the suitability of the Platform for its intended use and for maintaining alternative or independent emergency communication channels appropriate to its risk profile.

7.3 COMMEND takes adequate measures for cybersecurity, especially with regard to the Cyber Resilience Act ("CRA"). Without creating any guarantee of error-free or uninterrupted operation, COMMEND will:

a. design the platform according to "security by design" principles, ensure that basic cybersecurity requirements are met, including but not limited to vulnerability management, and provide users with cybersecurity information and guidance.

b. during the support period, immediately remedy vulnerabilities that could be exploited as cyber threats and provide security updates free of charge. Unless otherwise specified when completing the order. Purely functional updates that supplement, extend or modify the services of the Platform and do not serve to remedy the vulnerability are not covered by this and will be provided by COMMEND at its own discretion.

Unless otherwise stated, the User is obliged to install security updates immediately (e.g. Commend device firmware or mobile device app) and not to set up any mechanisms that prevent the installation of security updates. To the extent reasonable, the User shall ensure proper installation, maintenance and intended use in accordance with COMMEND's specifications. In the event of a breach of these obligations, the User shall indemnify and hold COMMEND harmless.

The User is also obliged to report any potentially identified vulnerabilities to COMMEND immediately via email to support@commend.com. Please see for more details our Vulnerability Disclosure Policy on our website under https://www.commend.com/en/technology/cyber-security/vulnerability-disclosure-policy/

7.4 The data processed via the Platform (especially pictures, videos and audio files) is mainly provided by Users or third parties using the system. Due to the great extent of content, information, material and data, COMMEND does not have influence on the legitimacy of these contents, does not adopt it as its own and provides the contents without any warranties of any kind, either express or implied.

8. LIABILITY

8.1 COMMEND shall not be liable for damages caused by slight negligence. This limitation of liability does not apply to damages caused by our gross negligence or intent, injury of life, personal harm or injury of health and claims under the product liability act.

8.2 Further, COMMEND cannot be held responsible or liable for defects or failure to provide the Platform caused by circumstances beyond our reasonable control. Such circumstances include strikes, wars, natural catastrophes, internet breakdowns.

8.3 The User shall be solely responsible and liable for (i) the information, data and other content processed by the User via the Platform, (ii) the User's information technology

infrastructure, including computers, software, databases and networks and (iii) all access to and use of the Platform by or through the User's systems.

8.4 The Platform may contain integrated third-party services and links that allow access to third-party websites or services ("**Third-Party Services**") that are not owned or controlled by COMMEND. Such Third-Party Services are governed by their own terms of use. We do not control Third-Party Services and are not responsible for its contents. COMMEND may not be held liable for the technical availability of Third-Party Services, their content, advertising, products and/or services.

9. DATA PROTECTION

9.1 Dealing sensitively with all personal data is of the greatest importance for COMMEND. Thus, COMMEND complies applicable data protection laws and implemented appropriate and state-of-the-art data security measures. Further information about how COMMEND processes personal data can be found in our Privacy Policy.

9.2 For the avoidance of doubt, COMMEND is to be qualified as data controller of all personal data concerning Users that use Symphony in the course of a purely personal or household activity or within the scope of section 4.3. In any other cases, COMMEND acts as data processor of the User and concludes a separate data processing agreement with the User.

10. TERM

10.1 The User's Subscription is generally concluded for the period agreed between the respective Distribution Partner and the User.

10.2 For the avoidance of doubt, COMMEND will provide its services under these Terms for the duration of the respective Subscription as agreed between the Distribution Partner and the User subject to User's compliance with these Terms.

10.3 In addition, the User's access to the Platform may be blocked by COMMEND with immediate effect for good cause in case of a violation of these Terms.

11. GOVERNING LAW AND JURISDICTION

11.1 These Terms and any legal dispute arising from the use of the Platform are governed by the laws of the Republic of Austria with the exception of its conflict of laws rules and the UN Sales Convention.

11.2 For disputes concerning these Terms and the use of the Platform, the competent courts of Salzburg, Austria shall have jurisdiction.