**Terms and conditions for ANGEL (incl. ANGEL App)**
**of**
**Adaptive Regelsysteme GmbH**
**5020 Salzburg, Austria**
**(hereinafter "ADRESYS")**

ADRESYS is a member of OMICRON Group, more information about OMICRON Group is available at https://www.omicronenergy.com/en.

1. General
   1.1 ANGEL is a product of ADRESYS consisting of three components – i) a central control unit (Genius), which ii) is attached to a smart textile shirt and iii) is connected via smartphone application (hereinafter „App").
   1.2 These terms and conditions apply to all business customers. By submitting the order, the business customer accepts these terms and conditions as the legal basis for the services performed and use of ANGEL.
   1.3 These terms and conditions apply in addition to the general sales conditions. In case of contradictions, these terms and conditions shall prevail.
   1.4 These terms and conditions as well as the general sales conditions are available at https://www.adresys.com/en/legal.

2. Important notices on the use of ANGEL
   2.1 ANGEL helps to detect electrical accidents and falls as well as activates the emergency response chain. However, ANGEL is not to be understood as an emergency call service. In case of acute or imminent danger, the emergency numbers applicable in the respective country must be used (for example 112 for the European emergency call).
   2.2 ANGEL assists in critical work situations, but national safety standards and safety rules must always be considered to ensure the highest level of work safety. Under no circumstances may safety standards be reduced, or safety rules be violated due to the use of ANGEL. ANGEL is a voluntary additional equipment and no personal protective equipment in terms of Regulation (EU) 2016/425 published at 2016-03-09 and therefore does not replace any otherwise compulsory protective clothing or protective equipment. Under no circumstances should the user take an increased risk or rely on the functioning of ANGEL.
   2.3 ANGEL is not designed or intended to be used for diagnosis, prevention, monitoring or treatment of disease, injury, or other medical purposes. ANGEL is not a medical device as defined by Regulation (EU) 2017/745 published at 2017-05-25.

3. Conditions of use and performance
   3.1 The requirement for using ANGEL is at least a Genius starter-package, which is to be attached to the smart textile shirt, the installation of the App on the user's smartphone, as well as the successfully completed registration in the App and pairing the Genius with the app.
   3.2 The following, as well as in the user manual specified requirements must be met for the correct functioning of ANGEL and the App.
      a) The App must be installed on the user's smartphone. The user must ensure that the latest version of the App is used.
      b) The user must register completely, which includes the specification of a valid e-mail address and the phone number of the smartphone used, as well as entering a password and providing the contact details of the desired emergency contact. After providing the data and verifying the phone number, the registration is successfully completed.
      c) The smartphone must be switched on and working properly, including sufficient reception of signal from the mobile network operator and position tracking. Position tracking, mobile data services as well as Bluetooth® connection must be activated and flight mode, energy-saving mode and battery optimization deactivated. These access permissions must be enabled for the App.
      d) Pairing of the Genius with the App is required.
      e) Wearing the smart textile shirt is required while using ANGEL.
   3.3 Due to its technical design, ANGEL can only function if a connection can be established from the Genius to the App via Bluetooth® and from the App to the mobile network provider via mobile network or mobile data services or WI-FI (hereinafter "Internet Connection").

4. Description of performance
ANGEL is a tool to automatically start the emergency response chain in emergency situations. After successful registration of the user, the following options are available, depending on the selected service package.
4.1  Basic options
a)  Detection of electrical accident, no-motion (expected to be available from the beginning of 2022) and fall
Via the electrodes integrated in the smart-textile shirt as well as sensors in the Genius, ANGEL detects electrical accidents, motionlessness and falls and requests help from the recorded emergency contact .
b)  Manual alarm
In addition to automated alarms, users can request help from the recorded emergency contact by pressing the SOS button in the App.
c)  Task timer
When working alone or in locations with weak mobile, data and/or position tracking data connections, it is possible to manually set a task timer. If the user does not acknowledge the timer after it has expired, help is requested from the emergency contact recorded in the ANGEL-system.
4.2  Additional option
a)  Emergency call center
As an additional service option, services of an external emergency call center can be used, which activates the emergency response chain in the event of an alarm and alerts the required emergency response organization(s) (police, ambulance, fire department) at the discretion of the emergency call center. This service is offered by ADRESYS and can be used at any time by means of an activation code and its entry in the App. For this service, ADRESYS uses the support of specialized third-party companies, which will be made available upon request. The additional option emergency call center is not available worldwide, but only for the respectively determined geographical area. The German-speaking emergency call center can only be used in Austria, Germany and the German-speaking part of Switzerland.

5. Processes
5.1  Basic options
When using the basic options i) electrical accident, no-motion and fall detection as well as ii) manual alarm and iii) task timer, unless acknowledged by the user, the alarm is initiated via the processes below.
a)  The App sends a message via the mobile network provider to the emergency contact, if supported by the smartphone operating system. No Internet Connection is required for this.
b)  The App sends a message to the emergency contact via gateway, which requires an Internet Connection.
5.2  Additional option emergency call center
a)  When using the additional option emergency call center, the alarm is initiated as described in the basic options, both, to the emergency contact but also to the emergency call center, by message via mobile network provider or gateway.
b)  In addition, the emergency call is initiated via another process. The App sends the information via Internet Connection directly to the ADRESYS back-end (server), which forwards the information to the emergency call center. Via this process, the emergency contact does not receive an alarm.
c)  The emergency call center receives several messages with the information required for alerting, such as accident event and GPS data, and combines them into one alert incident.
d)  The following steps are performed by the emergency call center in order to avoid test and false alarms and to alert the emergency response chain in case of emergency:
First, the alarm event is forwarded from the emergency call center via Internet Connection to the ADRESYS back-end, where it is verified and checked for authenticity. If the back-end does not react, the emergency response chain is alerted automatically.
When the back-end office confirms the authenticity of the alarm, the emergency call center contacts the user by phone call. If the user confirms by phone call that it is a false alarm, it is immediately acknowledged by the emergency call center. If the user cannot be reached, the emergency call center contacts the emergency contact. If the emergency contact is too far away from the incident location, the alarm cannot be acknowledged by the emergency call center. As a result, the emergency call center contacts the user again. If the user does not respond, the emergency response chain is activated and, at the discretion of the emergency call center, the required emergency response organization(s) (police, ambulance, fire department) are alerted.

6.  Copyright
    6.1  The App is copyrighted. It is licensed and not sold. ADRESYS grants the user the non-exclusive, geographically unlimited and temporally unlimited license to use the App to the extent described.
    6.2  Any other use of the App, including editing or other transfer (e.g. by renting or sublicensing) to third parties, is not permitted.
    6.3  The App contains font software licensed from third parties. Such font software shall only be used with the App and may not be converted into a different format. The font software may not be altered or modified in any manner which results in the font software having different or enhanced functionality than when it was delivered as a part of the App. The font software may not be embedded in any format or copied or otherwise processed in any manner which results in or is designed to result in gaining access to the source code of the font software.  ADRESYS is itself only a licensee of the font software, which means that the font software is supplied without any guarantee or warranty as to completeness or correctness.
    6.4  The App also contains software components which are governed by an open source license. Detailed information on the use of open source components in the App are available at https://www.adresys.com/en/legal/angelsoftware. By installing and using the App, the user agrees to the use of open source components as stated there.

7.  Change of user/business customers
    7.1  After purchase, the business customer is assigned to the Genius and its serial number. The respective user registers in the App with the already assigned business customer.
    7.2  Change for basic options
        User changes are only possible by re-registering at the App.
        Business customer changes are only possible by notifying ADRESYS. The new business customer is assigned by ADRESYS with the Genius and its serial number, and the user must re-register with the newly assigned business customer.
        The former user and/or business customer can no longer make use of the described services as of renewed registration and/or transfer.
    7.3  Change with additional option emergency call center
        In addition to the required steps of changing the basic options, the additional option emergency call center requires a renewed activation of the service by means of an activation code in the App.

8.  Fees and costs for emergency assistance
    8.1  ADRESYS provides the App free of charge. The costs associated with the use of the App, e.g. connection fees of the network operator, shall be borne by the user.
    8.2  The user acknowledges that the activation of alarms (or false alarms that are not acknowledged by the user) at the emergency call center may result in costs for emergency assistance (e.g. salvage, search and rescue costs), which are to be borne exclusively by the user.

9.  Term
    9.1  ANGEL including the App is made available for an indefinite period of time and the respective current terms and conditions for ANGEL apply.
    9.2  The term of service contract for the additional option emergency call center begins on the day of the activation and ends automatically after one year. The App warns the user before the service expires. This service contract can be terminated by ADRESYS with a notice period of three months, the payment of the remaining term will be made on a pro rata basis. The term of the basic options remains unaffected.

10. Warranty and liability
    10.1  The conditions for use and performance, listed under point 3, are partly beyond the control of ADRESYS. ADRESYS strives for a high availability of the services, but is dependent on third party services (network operator, GPS signal), on which ADRESYS has no influence. ADRESYS does not guarantee uninterrupted or trouble-free operation or suitability for a particular purpose. Warranties regarding specific availability times and modes of operation of ANGEL (including the App) cannot be assured. Furthermore, ADRESYS does not guarantee the detection of every emergency situation due to the individual areas of application.
    10.2  ADRESYS is liable for direct personal injury or property damage up to an amount of one (1) million Euros per damage incident if the legal requirements are met, unless a higher liability results from the applicable laws. For slight negligence, indirect damages or consequential damages, the liability of ADRESYS is excluded.

11. <u>Data Protection</u>

Any personal data related to ADRESYS products and services is provided by the customer directly and essential for fulfilling contractual services. Personal Data shall only be transmitted to other companies or business units of the OMICRON Group so far as this is required in order to duly provide the contractual services, to handle the customer's affairs or other business activities performed by ADRESYS. Further information on processing of personal data can be accessed at the privacy section on https://www.adresys.com/en/legal/.

12. <u>Final Provisions</u>

12.1　No supplementary agreements have been made. All changes must be made in writing.

12.2　Should one or several provisions of these terms and conditions for ANGEL or the agreements amended with the help thereof be invalid in whole or in part, this shall not affect the validity of the remaining provisions. ADRESYS and the customer shall replace the provision that is invalid or needs to be amended or interpreted by a new provision that comes as close as possible to the intended economic purpose of the original provision.

12.3　All relationships between ADRESYS and the user shall be exclusively governed by Austrian law. The United Nations Convention on Contracts as well as the International Private Law shall not be applicable. Any dispute shall be settled by the competent court in 5020 Salzburg/Austria.

12.4　In case of contradictions between the English and the German version of the terms and conditions, the German version shall prevail.