BauWatch

# // General Terms and Conditions V2026.01

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## Section A): General

### Article 1: Definitions

In these general terms and conditions, the following terms, as well as any conjugations thereof, shall have the following meanings:

**Customer**
The natural person or legal entity that has entered into an Agreement with BauWatch and/or has requested an offer from BauWatch or has received an offer from BauWatch, respectively.

**GDPR**
The General Data Protection Regulation (EU) 2016/679.

**Privacy Legislation**
Personal Data Protection Code laying down provisions for the adaptation of the national system to Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC).

**BauWatch**
BauWatch Italy s.r.l. with registered offices in Buccinasco (MI) Via Fermi 23-25-27, registered in the Commercial Register of the Chamber of Commerce under number, Vat number and tax code 12680850968, and its affiliates.

**Special Personal Data**
As defined in Article 9 of the GDPR.

**Services**
All activity supply or caused to be supplied by BauWatch under the Agreement for the benefit of the Customer including Control Room Service.

**Rental**
The supply by BauWatch to the Customer for use or deployment of Product(s) for the benefit of the Customer, for which the Customer owes a (periodic) fee.

**Control Room Service**
The taking of action by the Alarm Receiving Centre (ARC) in response to a detection report from the Customer's alarm system (owned by Customer or rented from BauWatch) from which the ARC has concluded that there is an undesirable situation, follow by an action consisting of contacting the contact person and/or (government) agency specified by the Customer, all as further specified in the Agreement.

**Agreement**
The agreement(s) concluded between BauWatch and the Customer regarding the delivery of Products and/or Services by BauWatch.

**Personal Data**
As defined in Article 4 of the GDPR.

**Party (Parties)**
Customer and BauWatch each separately a Party and, jointly, Parties.

**Product**
All items used, provided, sold or rented by BauWatch under the Agreement, including hardware and materials such as camera masts.

**TOMs**
The technical and organizational measures referred to in Article 32 of the GDPR.

**Processing**
The processing of Personal Data as defined in Article 4 of the GDPR.

**Conditions**
The present general terms and conditions of BauWatch.

**SaaS Service**
Software As A Service, making software applications such as BauWatch LiveView and MyBauWatch available via a cloud solution.

**MyBauWatch**
BauWatch's digital platform and application through which the Customer may access information and functionalities relating to the Services, as made available by BauWatch from time to time.

**MyBauWatch Plus**
The optional additional functionalities made available by BauWatch through MyBauWatch, including access to predefined camera views outside ARC surveillance periods and access to previously recorded camera footage, subject to the Agreement and these Terms.

**Excessive Onerosity Cause**
Pursuant to the provisions of Art. 1467 of the Italian Civil Code (Contratto con prestazioni corrispettive - "Agreement with reciprocal performances") -, an unforeseeable change in circumstances (economic and otherwise) that (i) makes it excessively onerous for BauWatch to perform the Agreement, such that its performance is no longer reasonably required or foreseeable (i.e. - by way of example and without limitation - in cases where the balance of the Parties and the structure of the Agreement as well as the legal relationship between Customer and BauWatch, are impaired to such an extent that the performance of BauWatch's contractual obligations has become unduly burdensome and/or disproportionate to Customer's obligations), (ii) was unforeseeable as of the date of the Quotation or signing of the Order Confirmation, and (iii) is not attributable to BauWatch. In the event that a Excessive Onerosity Cause occurs, Article 6.4 shall apply.

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## Article 2: Applicability

1. These Conditions apply to all requests for information, requests for offers and offers made by BauWatch and acceptances thereof, as well as to all Agreements concluded with BauWatch.
2. Should the Customer, refer to other general terms and conditions, either in his order or other correspondence in connection with the Agreement, the applicability thereof is expressly rejected even if those have been accepted in the context of a previous business relationship. Should any different provision in such other general terms and conditions be in contrast with the above will not be prejudicial in respect of the foregoing.
3. When Customer entered into a contract accepting the Conditions Customer, agrees on the applicability of the Conditions to all Agreements between the Customer and BauWatch and agrees to exclude any other general terms and conditions (whether or not declared applicable).
4. In the event of any conflict between the Agreement and the Conditions, the provisions of the Agreement shall take precedence over the provisions included in the Terms and Conditions.

## Article 3: Offers and the formation of agreements

1. Offers proposed by BauWatch are entirely without obligation and do not bind BauWatch in any way, unless the offer itself expressly and unambiguously states otherwise. Any offer made by BauWatch is valid for 30 calendar days from the date of its issue.
2. Customer's acceptance of an offer is deemed irrevocable.
3. At BauWatch's discretion, an Agreement is concluded either as soon as the Customer has accepted BauWatch's offer or as soon as BauWatch has confirmed in writing the Customer's proposal to enter into an Agreement. By entering into an Agreement, the Customer acknowledges having read, understood and accepted the Conditions.
4. BauWatch is not bound by any modification included in the Customer's acceptance of BauWatch's offer, except insofar as BauWatch has notified the Customer in writing to agree to these reservations or deviations from the offer.

## Article 4: Modifications and changes

1. Changes or additions to the Agreement to be concluded or concluded and deviations from (parts of) the Conditions shall only be binding insofar as they have been expressly agreed between the Parties in writing.
2. The contents of the Agreement and the scope of obligations are determined solely by the Agreement and what is provided in the Conditions. Any additional agreements, undertakings or communications made or given by BauWatch employees, or on behalf of BauWatch by other persons acting as representatives, bind BauWatch only if such agreements, undertakings or communications are confirmed in writing by its directors authorized to represent BauWatch, or persons authorized by them in writing for this purpose.
3. BauWatch is entitled to perform work at its own discretion, whether or not by engaging third parties and/or renting items from third parties.
4. BauWatch reserves the right to provide Products and/or Services that differ from those agreed upon in the Agreement, provided that they are of equal usability, capability, and/or quality with respect to those covered by the Agreement. Only in the event that Customer demonstrates such diversity renders the Products and/or Services unusable in relation to the requirements set forth in the Agreement, Customer shall have the right to terminate the Agreement pursuant to and in accordance with Article 1454 of the Italian Civil Code (Diffida ad adempiere - "Formal notice to comply"). In no event shall BauWatch be liable for any damages.

## Article 5: Delivery and execution time

1. BauWatch is committed to the agreed (delivery) deadlines. An agreed delivery date is not a deadline unless the Parties have expressly agreed otherwise. Unless otherwise agreed, BauWatch reserves the right at any time to postpone a performance date for work to be performed by BauWatch if circumstances justifies it.
2. In the event of untimely delivery, completion or performance or if a deadline is exceeded, the Customer must give BauWatch written notice of default and allow BauWatch a reasonable period of time to perform, which period must in any case not be less than fifteen days from the date BauWatch received the notice of default. The period shall be extended by the time during which the Customer, whether or not (culpably) himself fails to fulfil his obligations in full. Only if BauWatch still fails to deliver on time after the expiry of the reasonable period set out in the aforementioned notice of default, the Customer is entitled to terminate the Agreement for the part not yet fulfilled. Under no circumstances will BauWatch be liable for any compensation.
3. The deadlines referred to in this article shall be extended by the period during which BauWatch is prevented from fulfilling its obligation due to force majeure.

## Article 6: Prices and additional activities

1. The prices stated in the offer and/or Agreement are VAT, import and export duties excluded as well as other taxes, duties and charges.
2. Prices are based on the type and scope of Products and/or Services to be provided as stated in the offer and/or Agreement. In case of variation BauWatch is entitled to revise the prices.
3. If, during the term of the Agreement, cost price-increasing changes occur due to, among other things, but not limited to, changes in wages and other conditions of employment, surcharges on wages, increases in expense allowances, increases in direct and indirect (external) costs, increases in supplier prices, the Parties recognise the enforceability of Article 1664 of the Italian Civil Code - Onerosità o difficoltà dell'esecuzione (Onerousness or difficulty of execution).

4. In the event that an Excessive Onerousness Cause arises, BauWatch will notify the Customer. As a result of such notice, the execution of the Agreement will be suspended, and the Parties will negotiate new terms of the Agreement (e.g., the Price and delivery time for the Products) that take into account the Excessive Onerosity Cause that has occurred. In the absence of agreement on the new terms within 90 days of BauWatch's notice, BauWatch shall have the right, as provided in Article 1467 of the Italian Civil Code (Contratto con prestazioni corrispettive - Agreement with reciprocal performances), to unilaterally terminate the Agreement. It is understood that, in the event that an Excessive Onerousness Cause of Default occurs, BauWatch shall not be held liable for any failure to perform its obligations and shall not be obligated to pay anything to Customer (e.g., by way of compensation, indemnification, or reimbursement) as a result of the termination or suspension of the Agreement.
5. Additional work means BauWatch's performance that goes beyond what the Parties agreed to in the Agreement. BauWatch shall have the right to charge separately for the additional work performed if it has informed Customer in good time of the resulting price increase, in the event of Customer's express acceptance or in the event of Customer's failure to notify BauWatch of non-acceptance within 15 days of the notice of price change.

## Article 7: Payment

1. All payments shall be made, without discount delay or set-off, to an account to be designated by BauWatch in its invoice.
2. Payment must be made within 30 calendar days of the invoice date. After the expiry of that period, the Customer shall be in default. In that case, the Customer shall pay interest on arrears as stipulated in Article 5 of Legislative Decree 231/2002 (Saggio di interesse - "Interest rate") from the due date until the date of full payment, calculated on the unpaid amount. This interest is payable immediately, without further notice of default.
3. In all cases in which BauWatch sends a notice of default to the Customer, or in the event of proceedings against the Customer to enforce compliance with the Agreement, the Customer shall be obliged to pay to BauWatch all costs incurred, both in and out of court.
4. In partial derogation of Article 1193 of the Italian Civil Code (Imputazione del pagamento - "Charging of payment"), payments made by the Customer first serve to settle interest and costs due (including extrajudicial (collection) costs) and then the invoices that have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.

## Article 8: Force Majeure

1. BauWatch is entitled to suspend the fulfilment of its obligations if BauWatch is temporarily prevented from fulfilling its contractual obligations to the Customer due to force majeure.
2. For the purposes of these Conditions, force majeure means all circumstances beyond the control of BauWatch, foreseen or unforeseen, as a result of which the performance of the Agreement is prevented or seriously impeded, in whole or in part, whether temporarily or not, including but not limited to war, threat of war, civil strife, riots, acts of war, fire, water damage, unworkable weather, natural disasters, strikes, sit-down strikes, lockouts import and export restrictions, government measures, defects or malfunctions of machinery and/or used (computer) software and/or networks and connections, whether or not as a result of hacking, power failure, transportation problems, shortages of materials and/or personnel, suppliers and/or subcontractors of BauWatch not fulfilling their obligations or not fulfilling them on time, loss, theft or loss of materials and/or data..
3. If the suspension due to a force majeure situation has lasted more than 2 months, each Party has the right to terminate the Agreement, in whole or in part, by written notice to the other Party.
4. BauWatch shall not be liable to pay any compensation to the Customer if BauWatch has not been unable to fulfil its obligations properly or in a timely manner due to force majeure, and/or if the Agreement is dissolved.

## Article 9: Suspension or termination of the Agreement

1. BauWatch is entitled to suspend the execution of the Agreement and/or terminate the Agreement without prior notice of default, in accordance with Article 1456 of the Italian Civil Code (Clausola risolutiva espresso - "Explicit termination clause"), if:
   **i)** Customer fails to perform one or more obligations under the Agreement; or
   **ii)** The Customer is declared bankrupt, files for or applies for bankruptcy, applies for (provisional) suspension of payments, invokes the application of the Legislative Decree n. 14/2019 (Codice della crisi d'impresa e dell'insolvenza - "Business Crisis and Insolvency Code"), or loses the power of disposition of its assets or parts thereof by attachment, receivership or otherwise.
2. To the extent that one of the situations described in paragraph 1 occurs, all BauWatch's claims against the Customer are immediately due and payable in full as they are past due, and the Customer is obliged to immediately return BauWatch's belongings. The Customer irrevocably authorizes BauWatch, now for then, to enter any place over which the Customer has power in order to take possession of its Products. If the Products are held by a third party, the Customer hereby irrevocably authorizes that third party to deliver the Products to BauWatch.
3. BauWatch may at any time, subject to a notice period of 7 (seven) calendar days, terminate the Agreement.

## Article 10: Complaints and expiry periods

1. The Customer must report visible defects or detected shortcomings to BauWatch in writing within seven calendar days of delivery.
2. Non-visible defects and/or damages must be reported in writing to BauWatch by the Customer within seven calendar days of discovery, or at least within seven calendar days after he should have discovered the defects.
3. Complaints about invoices must be reported to BauWatch in writing within fourteen calendar days of the invoice date.
4. Failure to meet one or more of the deadlines referred to in the preceding paragraphs will result in the forfeiture of all rights and powers of the Buyer regarding any defects or complaints.
5. Without prejudice to the provisions of this article 10, the Customer is obliged to enforce claims against BauWatch in court within one year from the date of the aforementioned notification, failing which all of his rights and claims in this regard will lapse upon expiry of the aforementioned period.

## Article 11: Liability

1. BauWatch strives to provide the Customer with the best possible service. The supply of services by BauWatch is an obligation of means. BauWatch cannot guarantee the achievement of any particular result. BauWatch does not provide any guarantees, inter alia, with regard to the prevention of unauthorised intrusions, theft, vandalism, break-ins, fires, losses and/or damage at the customer's premises.
2. Should something nevertheless happen that results in damage to the Customer, BauWatch's liability, regardless of the underlying basis, such as but not limited to breach of contract, tort, performance (recovery), or indemnification, is limited to the price paid by the Customer and in any case not exceeding the amount of EUR 100,000.
3. In addition, BauWatch is not liable for damages other than direct damages. Direct damage is understood to mean exclusively (i) the reasonable costs that the Customer would have to incur to make what BauWatch has performed (still) comply with the Agreement; (ii) the reasonable costs incurred to determine the cause and extent of the damage referred to under (i); and (iii) the reasonable costs incurred to prevent or limit the damage referred to under (i) insofar as these costs have actually resulted in prevention or limitation thereof. Direct damage explicitly does not include (non-exhaustively): lost profits, losses suffered and business interruption.
4. The aforementioned limitations of liability are applied to the aggregate of a series of events underlying the same damaging event.
5. In no event shall BauWatch be liable for damages if the damages result from the following events:
   - Customer has itself made changes to or performed work on the Product or Service provided by BauWatch; or
   - Customer has not, or not fully and/or properly, followed the advice and/or instructions given by BauWatch and/or the third parties indicated by BauWatch; or
   - Customer provided incorrect and/or incomplete information to BauWatch; or
   - inaccuracies or omissions occurred in the transmission or forwarding of data by Customer; or
   - the damage resulting from possible late availability of the Product and/or the Service;
   - the conduct of business of the security guards employed by the Client.
6. The Customer fully indemnifies BauWatch and its employees against all third party claims arising from or in connection with acts or omissions of the Customer in the performance of the Agreement.

## Article 12: Data protection

1. BauWatch and Customer are obliged to comply with all applicable laws and regulations in connection with the processing of personal data under the Agreement, including, in particular, the requirements under or pursuant to the GDPR. The Customer shall demonstrate at BauWatch's first request that it complies with the relevant laws and regulations.
2. BauWatch's Privacy Statement applies to the Processing of Personal Data by BauWatch. This Privacy Statement is published on BauWatch's website and is also provided to Customer in writing upon request.
3. The Customer shall indemnify and hold BauWatch harmless from any (legal) claim by third parties against BauWatch, including persons whose Personal Data have been registered or processed, arising from the fact that the Customer has failed to comply with laws and/or regulations in connection with the Processing of Personal Data.
4. Insofar as BauWatch Processes Personal Data for the benefit of the Customer in the context of the Agreement, BauWatch qualifies as a "processor" and the Customer as a "data controller" within the meaning of the GDPR, and Articles 12.4 to 12.12 apply as a processing agreement within the meaning of Article 28 GDPR. The processing agreement in these paragraphs does not apply to a Processing if and insofar as the Parties have concluded a separate processor agreement with respect to that Processing.
5. BauWatch only processes Personal Data to the extent necessary for execution of the Agreement.
6. The Personal Data that BauWatch processes on behalf of the Customer are listed in Appendix 1 to the Conditions. Unless otherwise agreed in the Agreement or in a separate processing agreement, camera images including footage made available through MyBauWatch Plus, are deleted by BauWatch after a maximum of 28 days. At the request of the Customer, BauWatch will provide the processed Personal Data to the Customer. Video clips and alarms which are subject to automatic deletion are excluded from this possibility.

7. Customer:
   - warrants that its instructions for the Processing of Personal Data to BauWatch are in accordance with applicable law;
   - is solely responsible for complying with the obligations under applicable laws and regulations incumbent on the Customer as a data controller, such as providing information required to be provided to data subjects under the GDPR and Privacy Legislation in the context of the Processing.
   - is solely responsible for ensuring that its use of MyBauWatch Plus, including its selection of camera presets and access to live or recorded footage, is lawful and complies with all applicable data protection, employment and other laws, including requirements relating to lawful basis, transparency and signage, data protection impact assessments and, where applicable, works council involvement;
   - warrants that its use of MyBauWatch Plus and its instructions to BauWatch in relation thereto comply with applicable laws;
   - may use LiveView and MyBauWatch Plus exclusively for site security and the protection of property. The Customer shall not use the LiveView and MyBauWatchPlus functionalities for monitoring human behaviour or human performance or for any other regular or systematic monitoring of individuals beyond the agreed security purposes;
   - is solely responsible for compliance with the duties of transparency on camera monitoring towards third parties;
   - Customer shall indemnify and hold BauWatch harmless with respect to (i) all damages; and (ii) fines imposed on Processor by the Regulatory Authorities in connection with any failure of Customer to comply with any of its obligations under this paragraph or under applicable law.
8. BauWatch will:
   - process the Personal Data exclusively for and under the responsibility of the Customer for the performance of its obligations under this Agreement and only in accordance with Customer's written instructions, unless BauWatch is obliged to do so under applicable law. In such case, BauWatch shall inform Customer of such obligation prior to the Processing unless not permitted under applicable law;
   - endeavour to ensure the reliability of its personnel who have access to the Personal Data and to ensure that such personnel are either bound by confidentiality or have an appropriate legal confidentiality obligation.
9. BauWatch warrants that the TOMs are suitable for the Customer's specific business and its written instructions regarding Processing.
10. BauWatch will report data breaches in respect of Personal Data to Customer without undue delay after BauWatch discovers the data breach and assist Customer to the extent reasonably necessary to handle the action to be taken in case of data breach in accordance with the GDPR and Privacy Legislation. Unless BauWatch is required to do so under applicable law, BauWatch will not inform data subjects on its own initiative that their Personal Data is (potentially) affected by the data breach or make a notification to the supervisory authority.
11. The Customer grants BauWatch permission to engage sub-processors for the Processing. At the time that BauWatch decides to engage a new sub-processor, BauWatch shall inform the Customer in a timely manner in advance. In that case, the Customer has the right to object to the engagement of the new sub-processor. If BauWatch nevertheless decides to have the new sub-processor Process Personal Data, the Customer has the right to terminate the Agreement.
12. BauWatch does not process Personal Data outside the European Economic Area ("EEA") or and does not transfer it to an international organization, unless with the prior written consent of Customer and in accordance with Customer's written instructions and conditions regarding the safeguards required under the GDPR and Privacy Legislation for the relevant Processing outside the EEA; or if applicable law so requires.
13. BauWatch shall, at Customer's reasonable request and upon reimbursement of BauWatch's reasonable costs by Customer:
    a) Make available to Customer evidence demonstrating BauWatch's compliance with its obligations under this processor agreement; and
    b) cooperate with and permit audits, including inspections, conducted by or on behalf of Customer, subject to reasonable notice and appropriate confidentiality agreements.

## Article 13: Miscellaneous

1. BauWatch is entitled to transfer ownership of the (rented) Product and/or its rights and obligations under the Agreement to a third party. The Customer hereby agrees now for then to such a transfer waiving any claim in this regard.
2. If several (natural or legal) persons have committed themselves as Customer, they are always jointly and severally liable to BauWatch for all obligations arising from the Agreement, each for the whole.
3. The Customer cannot invoke a right of retention against BauWatch.
4. The Parties are obliged to keep confidential all information they obtain from each other in connection with the performance of the Agreement and of which they know or should reasonably know the confidential nature (such as, but expressly not limited to: offers issued by BauWatch, prices, etc.), on the understanding that violation of this provision as a result of a duty following from a statutory provision or a court ruling shall not give rise to a claim for damages or dissolution in favour of the other Party.
5. Unless BauWatch gives its prior written consent, the Customer shall not make available to, or sublicense to, third parties the Products supplied by BauWatch or any part thereof.
6. If BauWatch should give its written consent, (i) BauWatch shall not be liable in any way to the third party, and (ii) the Customer and the third party shall be jointly and severally liable to BauWatch for the performance of all obligations under the Contract and these Terms and Conditions, without the Customer being released in any way.
7. If, in the absence of BauWatch's written consent, the Customer makes the Products available or sublicenses them to third parties, BauWatch shall not be liable for any damage suffered by the Customer or third parties, and, in addition, the Customer shall indemnify BauWatch for any damage caused by its conduct.

8. Without BauWatch's prior written consent, the Customer may not assign the Agreement or any part thereof. Therefore, if a third party is interested in the Products or Services of BauWatch, BauWatch shall issue a new quotation or enter into a new agreement, without the third party being able to invoke the conditions and Prices under the Agreement between BauWatch and the Customer.
9. The Parties expressly and mutually acknowledge that the content of these Terms and Conditions constitutes an expression of their willingness to negotiate and declare that they are fully aware of the content of the individual clauses, having agreed to their content in full and specifically, with the consequent non-applicability of the provisions of Articles 1341 and 1342 of the Civil Code.
10. The Customer declares to be aware of the rules of conduct adopted by BauWatch with reference to Legislative Decree 231/2001 (Disciplina della responsabilità amministrativa delle persone giuridiche, delle società e delle associazioni anche prive di personalità giuridica - "Regulation of the administrative liability of legal persons, companies and associations, including those without legal personality") and, to the extent of interest herein, declares to be aware of the content of the Code of Ethics, available at the following link: https://www.bauwatch.com/it-it/compliance/. The Customer declares and acknowledges, to the effect, to be aware of the consequences that conduct contrary to the aforementioned document and to Legislative Decree 231/2001 may have with regard to the Agreement. Such conduct shall constitute a breach of contract that shall give rise to liability for damages and cause for termination of the Agreement.
11. BauWatch shall be entitled to use, unless otherwise notified in writing by the Customer, the Customer's name, logo and a general description of the Products and Services provided exclusively for its own marketing purposes, including on its website, social media channels and promotional materials.
12. The Customer shall comply with BauWatch's Code of Conduct for Business Partners, published at **https://www.bauwatch.com/it-it/compliance**, in relation to any Agreement.

## Article 14: Intellectual property

1. The intellectual property rights to documents provided by BauWatch, such as manuals, drawings, descriptions, software and software supplied by BauWatch, remain the property of BauWatch, regardless of whether or not the Customer has been charged for them. Without BauWatch's written approval, the customer is not permitted to make these available to third parties, to reproduce them or to use them for purposes other than the execution of the Agreement. The documents must be returned to BauWatch upon first request.
2. BauWatch excludes liability regarding damages resulting from infringements of any written or unwritten intellectual property rights of third parties on the documents delivered to the Customer.

## Article 15: Applicable law and competent court

1. Between the Customer and BauWatch, exclusively Italian law applies.
2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation whose exclusion is permitted.
3. All disputes between the Customer and BauWatch shall be settled by the court of Milan, without prejudice to the right of appeal and cassation.

## Section B): Special provisions for the rental of Products

### Article 16: Applicability

1. This section of the Conditions contains specific provisions regarding the rental of Products.
2. The other sections of the Conditions also apply to the rental of Products, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this section of the Conditions, in which case the specific provisions as contained in this section of the Conditions take precedence.

### Article 17: Duration of the Agreement

1. The rental period begins on the day on which the rented item is made available to the Customer or – if transport is provided by BauWatch – is delivered to the Customer in a ready to work condition.
2. If the Agreement provides for an expiration date, after the expiration of the agreed period, the Agreement shall be renewed, unless terminated by notice in accordance with paragraph 17.3 or paragraph 17.4.
3. Unless otherwise agreed in writing, the Customer shall be entitled to terminate the Agreement by sending a certified email (PEC) to BauWatch by the end of the fixed term, or in the case of an Agreement for an indefinite term, on any working day, with seven (7) calendar days' notice.
4. BauWatch shall be entitled to terminate the Agreement by sending a certified email (PEC) by the end of the fixed term or, in the case of an Agreement for an indefinite period, on any day, with seven (7) calendar days' notice.
5. BauWatch shall promptly and in consultation with the Customer remove the rented Products at the end of the Agreement.

### Article 18: Ownership

1. The rented Products remain the property of BauWatch at all times.
2. In the event of attachment of, or a third party exercising a lien on, all or part of, the Products, provisional suspension of payments or bankruptcy of the Customer, the Customer will immediately inform BauWatch and immediately notify BauWatch of the whereabouts of the Product in question. The Customer shall further immediately inform the attaching bailiff, the party invoking a lien, the administrator or receiver of BauWatch's (ownership) rights.

### Article 19: Delivery and inspection

1. The rented Product will be delivered to the Customer at the location specified in the order confirmation. The location must be normally accessible by BauWatch's means of transport. The costs associated with the supply and removal of the rented Product shall be borne by the Customer.
2. If no one is present at the time of delivery to take delivery of the rented Product or if the location is unsuitable or impossible to reach, or if delivery does take place but no one is present on behalf of the Customer for receipt, BauWatch is entitled not to deliver the Product, without prejudice to the right to payment of the rental price. The Customer will then also have to pay the transport costs incurred and any subsequent transport costs.
3. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to meet its obligations will, if they result in additional costs, be settled on a post-calculation basis.
4. BauWatch is entitled to deliver in parts without becoming liable for damages or the right to terminate the contract.
5. The Customer shall inspect the rented Product immediately upon delivery and record any defects in a report of delivery to be signed by or on behalf of the Parties. Unless the Parties have agreed otherwise in writing, the rented Product shall be deemed to have been delivered and accepted by the Customer in a properly maintained and functioning condition.

### Article 20: Placement conditions

1. Insofar as the Parties have agreed that BauWatch will construct, assemble, commission, decommission and/or dismantle the Product, the placement conditions as set forth in this article shall apply, as well as those in the Agreement or offer. The placement conditions in the Agreement or offer take precedence over the placement conditions in this article.
2. The Customer must arrange for any necessary permits and exemptions and a correct indication to BauWatch of the location of underground cables. The Customer shall indemnify BauWatch against third-party claims relating to or arising from failure to fulfill these obligations incumbent on the Customer.
3. With the exception of BauWatch's current-free Products, a 230v power connection must be available within 25 meters of the desired location of the Product.
4. Unless otherwise agreed in writing, the following is not part of BauWatch's obligations and is not included in the price:
   a) assistance for moving materials, as well as the lifting equipment to be used in the process;
   b) the supply of fuels and auxiliary materials, such as electricity, necessary for the performance of the work;
   c) work necessary to restore parts of the Products which have become soiled or damaged, unless the contamination or damage was caused by BauWatch personnel.

5. The Customer must ensure that the provisions described in this article are made according to the requirement of the work in such a timely manner that the installation work to be performed by BauWatch is not delayed.
6. The Customer must provide a flat, firm, dry and paved surface with sufficient space for the delivery and the placement of the Products (minimum 2.5×2.5 metres in area and 4 metres in height), otherwise BauWatch shall be entitled to charge the Customer, in addition to the higher delivery/installation costs, a penalty of 50% of the total costs.
7. It is, in any case, obligation of the Customer to ensure compliance with the provisions of Legislative Decree 81/2008 (Attuazione dell'articolo 1 della legge 3 agosto 2007, n. 123, in materia di tutela della salute e della sicurezza nei luoghi di lavoro - "Implementation of Article 1 of Law No 123 of 3 August 2007 on health and safety in the workplace").

## Article 21: Additional provisions for the use of camera units

1. Camera units may not be moved without prior written approval from BauWatch.
2. Customer realizes that camera units must be reset by BauWatch after relocation and/or after changing the detection area.
3. The costs of BauWatch moving and/or resetting the detection area of camera units shall be borne by the Customer.

## Article 22: Obligations of Customer

1. The Customer shall take care of the rented Product as a good tenant and only use the Product in accordance with its intended use in accordance with BauWatch's instructions.
2. The Customer undertakes to have the rented Product used only by persons who have the required expertise (for installing and using the rented Product) and to follow the instructions provided by BauWatch.
3. The Customer shall not independently move the rented Product and shall not use it outside the location mentioned in the order confirmation, except with BauWatch's prior written consent.
4. Except with BauWatch's prior written consent, the Customer is not permitted to rent out Products to third parties or otherwise put them to use.
5. The Customer undertakes to pay all charges, taxes and fines arising from the use of the rented Product.
6. In the event of imminent loss, destruction or damage to the Product, the Customer must inform BauWatch immediately.

## Article 23: Inspection, risk, maintenance and repair

1. The Customer undertakes to make the rented Product available for inspection at BauWatch's first request. The Customer hereby gives BauWatch permission in advance to enter the Customer's buildings and premises for inspection or retrieval of the rented Product.
2. As of delivery, The Customer is appointed as the custodian of the Product. The Customer is liable for all damage, however called, and however caused to the Product, regardless of whether it is the result of fault of the Customer or third parties or force majeure. BauWatch is not liable for damage caused by wind force 9 or higher nor for damage to persons and/or objects in any form whatsoever caused by blowing over and/or breaking off (parts of) the Products.
3. Technical defects and malfunctions of the Product will be remedied by BauWatch within a reasonable time after notification by the Customer. The Customer is hereby obliged to have repairs carried out by BauWatch or parties designated by BauWatch, respectively.
4. Repairs to the Product that proved necessary as a result of improper handling or negligence on the part of the Customer, e.g. due to use contrary to any instructions for use provided, the nature of the Product and/or common sense, as well as damage, inexpert repair or maintenance of the Product by the Customer or third parties, shall be at the Customers expense.

## Article 24: Third-party clause

1. The Customer declares that he is aware and, to the extent necessary, agrees that ownership of the rented Product may be (or become) vested in a third party or that the Product may be (or become) pledged to a third party, as security for the payment of all that such third party has or may have to claim from BauWatch.
2. Notwithstanding the existence of the present Agreement, the Customer shall deliver the rented Product to the third party or BauWatch upon first request, if and as soon as the third party shall demand delivery of the rented Product on the grounds of non-fulfilment of BauWatch's obligations towards the third party. As a result of such requisition, this Agreement shall be terminated by operation of law with immediate effect. Delivery as aforesaid shall take place at the offices of the third party or at a location designated by such third party.
3. If the situation of paragraph 2 occurs and the third party would like to continue the use of the rented Product, the Buyer shall be obliged, at the first request of the third party, to enter into a rental agreement with the third party for the remainder of the term of the present rental agreement and under identical conditions.
4. The third-party clause contained above in paragraphs 1 to 3 cannot be revoked either by the Customer or by BauWatch.

### Article 25: Return of the rented Product

1. At the end of the rental period, the Products must be delivered to BauWatch in good condition, sorted and ready for transport. Insofar as the Products have not been made ready for transport, BauWatch may charge the Customer for costs.
2. Customer must ensure that someone is present for return of the Products. If no one is present at pickup, BauWatch may still take back the Products. If a dispute arises as to whether the rented Products were left behind by the Customer in good condition or the correct number, the Customer expressly bears the burden of proof in this regard.
3. The rented Product will be inspected at BauWatch at its return. The Customer is liable for all damage to and disappearance of the rented Products occurred during the rental period, regardless of whether the Customer is at fault. Damage will be offset against any deposit and the excess will be charged to the Customer by BauWatch.
4. If, at the end of the rental period, the Product cannot be taken back by BauWatch for reasons attributable to the Customer, the Customer must allow BauWatch to take back the rented Product within seven (7) calendar days of BauWatch's notification. Otherwise, the Customer is obliged to reimburse BauWatch for the list price of the rented Product.

## Subsection C): Special Provisions for the Supply of Services

### Article 26: Applicability

1. This section of the Conditions contains specific provisions regarding the supply of Services.
2. The other sections of the Conditions also apply to the supply of Services, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this section of the Conditions, in which case the specific provisions contained in this section of the Conditions take precedence.

### Article 27: Services General

1. The supply of the Services by BauWatch is an obligation of best efforts. BauWatch cannot guarantee the achievement of any particular result. BauWatch gives no guarantees, inter alia regarding the prevention of break-ins, fire, certain events and losses and/or damages at the Customer's premises.
2. The Services will be performed by BauWatch as specified in the Agreement and - to the extent applicable - the Conditions forming part thereof. BauWatch is not obliged to follow instructions from the Customer other than those contained in the Agreement.

### Article 28: Control Room Service

1. The Control Room Service consists of BauWatch's control room taking action in response to a detection report from Customers, own or from the system rented by Customer from BauWatch, system from which the BauWatch control room has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) agency specified by the Customer, all this as further specified in the Agreement. The Control Room Service only has the function of signalling and does not give the Customer any guarantee of prevention of burglaries, fire, and other events.
2. Insofar as Customer rents a Product from BauWatch in combination with the Control Room Service, the Control Room Service ends as soon as the rental of the relevant Product(s) ends, unless the Parties have agreed otherwise in writing.
3. BauWatch is not obligated to handle any reports received by the control room after the Agreement has ended.
3. The quality of the camera images and/or other signals may be negatively affected by external circumstances that cannot be attributed to BauWatch. These include, inter alia, the quality of the connection between Customer's alarm system or Product and the control room where the signals are received, as well as poor atmospheric conditions and lighting at the object to be monitored. The accuracy and completeness of the observations cannot be guaranteed by BauWatch.

## Subsection D): Special provisions for the delivery of SaaS Services

### Article 29: Applicability

1. This Part E of the Terms and Conditions applies to the delivery of the SaaS Service by BauWatch.
2. The other parts of the Terms and Conditions also apply to the provision of the SaaS Service, unless the nature of a provision precludes this and/or there is a conflict with the provisions of this part of the Terms and Conditions, in which case the specific provisions included in this part of the Terms and Conditions take precedence.

### Article 30: Term of the Agreement

1. BauWatch shall endeavor to provide authorised users of the Customer with access to the SaaS Service for the duration of the Agreement in return for the fee agreed in the Agreement and to keep the SaaS Service available via a portal or applications designated by BauWatch.
2. Unless otherwise agreed in writing, the Agreement is for a fixed term, namely for the duration specified in the Agreement or, in the absence thereof, in the quotation.
3. The SaaS Service shall commence on the day it is made available to the Customer by BauWatch.
4. After the expiry of the specified period, the Agreement for the provision of the SaaS Service will, unless terminated for any reason, automatically continue for an indefinite period.
5. Each Party is entitled to terminate the Agreement for the provision of the SaaS Service by giving the other Party one working day's notice by email at the end of the fixed term, or in the case of an Agreement for an indefinite period, on any working day, subject to one working day's notice.
6. Insofar as the Customer rents Product(s) from BauWatch in combination with a SaaS Service, the rental of the Product(s) in question will end as soon as the SaaS Service ends.
7. Upon termination of the Agreement for the provision of the SaaS Service, BauWatch will block access by authorised users of the Customer and the Customer must delete the applications made available to it.

### Article 31: Performance and amendments

1. Unless otherwise agreed in writing, the SaaS Service is provided "as is". This means that the SaaS Service has the functionalities that the Customer finds. The SaaS Service is offered and provided to all customers in the same way.
2. BauWatch is entitled to modify the SaaS Service at any time, including terminating and/or replacing functionalities in order to improve or modify the quality, integrity and security of the SaaS Service at its discretion. Changes to the SaaS Service as referred to in this article do not entitle the Customer to terminate the Agreement. Substantial changes that affect the use of the SaaS Service will, if reasonably possible, be communicated.
3. If BauWatch believes that the nature of the changes referred to in the previous paragraph necessitates an acceptance test for the modified functionality, it shall inform the Customer thereof. If the Customer decides not to carry out such an acceptance test, it does so at its own risk.
4. BauWatch shall endeavor to ensure that the SaaS Service complies with relevant laws and regulations. The Customer is responsible for its use of the SaaS Service in accordance with applicable laws and regulations.
5. BauWatch will endeavor to keep the SaaS Service available. BauWatch cannot guarantee that the SaaS Service will be uninterrupted or error-free. All SaaS Services are provided by BauWatch on the basis of a reasonable best efforts obligation, unless the Parties have expressly agreed on a result in the Agreement and the relevant result is described with sufficient precision in the Agreement.
6. BauWatch is entitled to temporarily suspend the SaaS Service and/or block access to it for the Customer's users if BauWatch deems this necessary for the protection of the security and/or integrity of the SaaS Service, to carry out necessary (preventive) maintenance, to repair a defect and/or to remedy a malfunction, or to modify or improve the computer systems of BauWatch and/or those of its suppliers with which the SaaS Service is provided.

### Article 32: Customer's obligations

1. The Customer may only use the SaaS Service in accordance with the Agreement, including these Terms and Conditions, the intended use of the SaaS Service and the instructions of BauWatch and shall ensure that the Customer's authorised users do the same.
2. The Customer may not copy, modify, decrypt or attempt to discover the source code of the SaaS Service. Nor may the Customer create derivative works of the SaaS Service.
3. The Customer is responsible for supplying, operating and maintaining, at its own expense, all its own software, communication equipment and services that the Customer needs to access the SaaS Service.
4. Unless otherwise agreed, the Customer is solely responsible for any consequences of using the SaaS Service alongside other computer programmes on its IT systems.
5. The Customer shall ensure that its authorised users are always adequately trained, sufficiently qualified and capable of using the SaaS Service.
6. BauWatch has established minimum system requirements that the Customer must meet in order to use the SaaS Service. These minimum system requirements are subject to change. In the event of a change, BauWatch will notify the Customer in a timely manner, insofar as reasonably possible.

## Article 33: Certification

1. The management control system and control measures used by BauWatch are independently audited and certified in accordance with the control objectives of ISO/IEC 27001. The ISO certificate can be requested by the Customer.

## Article 34: Intellectual property rights

1. The Customer acknowledges that all intellectual property rights arising from or used in connection with the SaaS Service, including additional work requested by the Customer, are and remain the exclusive property of BauWatch or BauWatch's suppliers. No provision in the Agreement constitutes or results in any transfer of ownership of or to any intellectual property rights.

## Appendix 1): Personal Data

### Subject matter, nature and purpose of Personal Data processing

All data collected are necessary for the processing of automated video-based security services for the protection of the Customer's surveillance areas, including the supply of the relevant software, the processing and maintenance of alarms, as well as logistics and commercial management.
The processing includes providing the Customer with access through MyBauWatch / MyBauWatch Plus to predefined camera views and previously recorded footage for site security and the protection of property.

### Duration of personal data processing

Unless otherwise required by law, processing will be carried out for the agreed duration of the services.

### Business purposes and legal bases

Surveillance data is processed on the basis of the Customer's legitimate interests (Art. 6 1. (f) GDPR) for the protection of the surveillance area against theft or violent destruction.

Depending on the security solution required, the processing of surveillance data may be carried out on the basis of the protection of the vital interests of the Customer and its employees and/or subcontractors (Art. 6 1. (d) GDPR) for the monitoring of compliance with security instructions in the surveillance area.

Commercial processing is carried out for the performance of the contract between the customer and BauWatch (Art. 6 1. (b) GDPR).

### Categories of personal data

The following categories of personal data are processed:
- Personal details (name of contact person)
- Communication data (telephone number, e-mail address, IP address)
- Information from third parties, e.g. credit rating agencies or public directories
- Contractual data (personal data) (contractual relationship, customer number, company name and address, address of the surveillance area, order/contact history)
- Contract billing and payment data (bank details, contract data)
- Data necessary for the performance of the services covered by the Agreement
- Information from/to security services or the police
- Video recordings

### Relevant parties

- Customers and their employees
- Suppliers
- Employees/contact persons (external) of the customer
- Subcontractors
- Visitors
- Unauthorised persons
- Security service and police employees

### Rights of data subjects

Data subjects who wish to exercise their rights under Articles 15–23 and 77 of the GDPR may contact the Data Protection Officer at **privacy@bauwatch.com**.

## Appendix 2): Sub-processors

**Sub-processors appointed by BauWatch:**

| Sub-processor | place (country) of sub-processing | description of sub-processing activities |
|---|---|---|
| Multiprotexion SRL | Italy | Alarm Receiving Centre (ARC) for the processing of alarms |
| KPN B.V. | Netherlands | Provision of one-time SMS password service for the MyBauWatch application |