SCHWEIZERPUNKT GMBH

> Translation. Only the German version is legally binding.

General Terms and Conditions (GTC) roaadent

General terms and conditions of Schweizerpunkt GmbH for the use of the practice software roaadent, version 10/2026

Version 10/2026 · Last updated: 25 October 2026

1 Scope

1.1 These GTC govern the use of the practice software roaadent as software as a service (SaaS). The contracting parties are Schweizerpunkt GmbH, Gotthelfstrasse 41, 8172 Niederglatt (hereinafter «we»), and the practice or clinic named in the contract document (hereinafter «you»).

1.2 The contract consists of the contract document, these GTC, Annex 1 (data processing) and, if you use the dental tariff, Annex 2 (terms of use DENTOTAR®). In the event of contradictions, this order of precedence applies: the contract document, Annex 1 in matters of data protection, Annex 2 in matters of the dental tariff and finally these GTC.

1.3 Our offers are addressed to dental practices, dental clinics and other businesses that use roaadent professionally. Provisions for the protection of consumers do not apply. General terms and conditions of the customer apply only if we agree to them in writing.

1.4 Web design, website maintenance and the sale of goods are governed by separate contracts and general terms and conditions.

2 Conclusion and nature of the contract

2.1 The contract is concluded when both parties sign the contract document. A qualified electronic signature or acceptance in our customer portal is equivalent, provided you expressly confirm these GTC in doing so.

2.2 The contract is a contract sui generis with a fixed term. The provisions on the simple agency contract (Art. 394 et seq. CO) do not apply. The fixed term is the basis of our prices for infrastructure, licences and set-up.

2.3 We may obtain credit information and make performance conditional on advance payment.

3 Our services

3.1 We make roaadent available to you in its current version over the internet, store and back up your data and provide support. The scope results from the contract document and the quote. Additional

services such as adaptations, data migrations or on-site training are charged by effort according to the price list.

3.2 We continue to develop roaadent and may adapt functions and interfaces. The core functions of patient management, calendar, treatment records, recording of services and invoicing are retained. If a function listed in the quote is discontinued, we announce this three months in advance. If it is priced separately, its price falls away. In this case you may terminate the contract as of the time of the change.

3.3 We provide functions designated as pre-release versions (beta) without warranty.

3.4 We operate roaadent on servers of Infomaniak Network SA, Geneva, exclusively in data centres in Switzerland, and may engage further qualified third parties in accordance with Annex 1b. We announce a change of provider or location in accordance with Annex 1 clause 4.1. Your data remains in Switzerland unless you agree otherwise in writing.

3.5 roaadent is software for administration, documentation, appointment scheduling and billing. It is not a medical device and is not intended to make diagnoses or to take therapy decisions. AI functions of roaadent run on a locally operated language model without transmission to external services; they are used for general questions and for editing texts and give no diagnoses or treatment recommendations. Professional decisions and the review of the documents and billings produced remain with you.

4 Introduction and right of use

4.1 We set up roaadent for you and provide the agreed introduction and training services. The monthly fee is due from go-live, at the latest from the 60th day after conclusion of the contract, unless the delay lies predominantly with us.

4.2 If we take over data from your previous system, you obtain it from your previous provider in a documented format and hand it to us through the protected upload link that we provide. You review the data taken over before go-live. We are not responsible for errors in the legacy data.

4.3 For the duration of the contract you receive the non-transferable right to use roaadent for your practice to the agreed extent (practitioners, users, locations). You notify us of additional use, and the fee is then adjusted according to the price list. All rights in roaadent remain with us. Passing it on to third parties and copying or reverse engineering the software are not permitted, unless the law mandatorily allows it.

5 Your cooperation

5.1 You provide a suitable IT environment (devices, internet access, browser, protection against malware), manage users and permissions, keep access credentials secret and use two-factor login where available. You report any suspected misuse to us without delay.

5.2 You export your data regularly, at least monthly, and store the export securely. You yourself fulfil the statutory retention obligations for patient documentation and business records.

5.3 You keep a simple emergency procedure ready so that treatments can be continued safely even if roaadent fails.

5.4 You use roaadent lawfully and are responsible for the data that you record. You set up online appointment booking as well as registration and consent forms according to your own requirements; our templates are non-binding samples. Because entries are not monitored in real time, these functions are not intended for emergencies, which you point out in your forms.

5.5 In the event of an acute security risk or a justified suspicion of misuse, we may temporarily block the accesses concerned. We inform you immediately, and your data is retained.

6 Prices and payment

6.1 Prices are in Swiss francs exclusive of value added tax. We invoice recurring fees in advance for the agreed period, one-off fees upon conclusion of the contract, and effort and additional SMS usage monthly in arrears. Invoices are payable within 10 days.

6.2 We may adjust the prices at the start of a contract year with four months' notice, also during the fixed term. We pass on higher costs of our suppliers for hosting, SMS, licences or tariff fees proportionally with 30 days' notice. If the price rises by more than inflation according to the Swiss consumer price index, you may terminate the contract within 30 days of the notice, effective on the date the increase takes effect.

6.3 After the payment period has expired, you are in default without a reminder (Art. 102 para. 2 CO). We charge default interest of 5% per year and, from the second reminder, a fee of CHF 30.

6.4 If an invoice remains outstanding 10 days after a reminder, we may block invoicing, new appointment entries, SMS sending and the interfaces. Access to your data and data export always remain possible.

6.5 Set-off against counterclaims is permitted only if we have acknowledged them or they have been established by a final and binding decision.

6.6 For the fees quantified in it, the signed contract document constitutes a debt acknowledgement within the meaning of Art. 82 DEBA.

7 Third-party providers, SMS and dental tariff

7.1 We provide technical interfaces to billing, factoring and dispatch services such as Medidata, Zahnärztekasse, Zaahl, Dentakont, MF Group or Pingen. You conclude the contract for their services directly with the third-party provider, who is responsible for its services. By activating an interface, you instruct us to transmit the necessary data. You obtain any required consents of patients, for example for factoring.

7.2 You store the third-party provider's access credentials in roaadent, and we store them in protected form. If a third-party provider changes or discontinues its interface, we adapt the connection as far as possible or switch it off.

7.3 For SMS we obtain quotas from the provider eCall of F24 Schweiz AG or from an equivalent provider and make a sub-account of your own available to you. SMS to Swiss mobile numbers are delivered through Swiss mobile network operators. Billing is by flat-rate subscription or quota according to the contract document. Unused SMS of a subscription expire at the end of the billing period, purchased quotas after twelve months. Longer messages count as several SMS.

7.4 We hand SMS over to the provider reliably. Delivery depends on the mobile networks and the receiving devices and cannot be guaranteed; SMS handed over are therefore charged regardless of delivery. You are responsible for the content and recipients of the SMS. You send advertising SMS only with the recipients' consent (Art. 3 para. 1 lit. o UCA), and medical details do not belong in an SMS.

7.5 The SSO dental tariff DENTOTAR® may be used only by tariff users recognised by the SSO; Annex 2 applies. We take over the tariff data according to the deliveries of the SSO; the correct application of the tariff is your responsibility. If the SSO withdraws our licence, you may terminate the contract within 14 days, effective on that date.

8 Data, data backup and data protection

8.1 Your data belongs exclusively to you. You can obtain it at any time through the export function or from us in common, documented formats.

8.2 We back up your data daily in encrypted form on a storage separate from the production system in Switzerland and keep the backups for at least 30 days. The backup serves to restore the system after a failure and does not replace your own export under clause 5.2.

8.3 We process personal data as your processor in accordance with Annex 1. Your data is stored and processed exclusively in Switzerland.

8.4 Both parties treat confidential information of the other party as confidential. We observe professional secrecy (Art. 321 SCC) and bind all persons involved in writing to confidentiality. We do not use patient data for our own purposes, not even in anonymised form. We use technical operating data without reference to patients for operation, security and further development.

8.5 You inform your patients about the processing of their data, including the data location in Switzerland (Art. 19 FADP). On request we provide you with a model text.

8.6 We may name you, with company name and logo, as a reference, unless you object.

9 Availability, maintenance and support

9.1 We operate roaadent with great care and aim for the highest possible availability. We carry out planned maintenance that interrupts operation from Monday to Friday between 20:00 and 06:00 or on Sunday. If it lasts longer than 30 minutes, we announce it at least 48 hours in advance. Urgent security measures may be necessary at any time.

9.2 If roaadent is unusable, for reasons that lie with us or our hosting providers, outside announced maintenance from Monday to Friday between 07:00 and 19:00 for a total of more than 8 hours in a

calendar month, you receive a credit on request. It amounts to 5% of the monthly fee for each further 4 hours or part thereof, at most 50% of the monthly fee, and must be claimed within 30 days after the end of the month. roaadent is unusable if login or a core function fails for all users. Disruptions of your IT environment, your internet access or of third-party providers do not count.

9.3 If such an outage lasts longer than five consecutive working days, you may terminate the contract without notice. The credit and this right of termination settle claims arising from unavailability, subject to clause 10.

9.4 Our support can be reached by email, telephone and ticket system during the times published on our website. We handle disruptions that prevent practice operations with priority. Included are questions about operation and the rectification of errors. We charge by effort for training of new staff, assistance with hardware, networks, X-ray systems or third-party software, and advice on tariff questions.

9.5 Remote maintenance on your devices takes place only in sessions that you approve in each individual case and can end at any time, by employees of Schweizerpunkt GmbH from Switzerland. The conditions of Annex 1 apply.

9.6 We rectify errors in the software within a reasonable period or provide a workaround. You report errors to us with a comprehensible description. If use remains significantly impaired despite a reasonable grace period, you may terminate the contract for good cause.

9.7 We are not liable for a particular economic result or for defects that result from changes made by you or third parties or from your IT environment.

10 Liability

10.1 We are liable without limitation for damage that we cause intentionally or through gross negligence, likewise for culpably caused personal injury and where the law mandatorily so provides. Our liability for slight and moderate negligence is excluded.

10.2 We are liable to the same extent for our auxiliary persons and subcontractors, including hosting providers. In the case of gross negligence of these persons, our liability is limited to the maximum amount under clause 10.3 (Art. 101 para. 2 CO).

10.3 Where we are liable without intent or gross negligence on our own part, our liability is limited per calendar year to six times the agreed monthly fee. This also applies if the exclusion under clause 10.1 should prove unenforceable. In these cases we do not compensate indirect damage, consequential damage or loss of profit. In the event of data loss, we compensate the effort of restoration from the most recent data backup.

10.4 Third-party providers whose services you use through interfaces are themselves responsible for them. The same applies to the delivery of SMS by the mobile networks.

10.5 You report damage to us within 60 days after you became aware of it. A later report is taken into account as contributory fault, to the extent that it has increased the damage (Art. 44 CO).

10.6 You hold us harmless from claims of third parties that arise from your data and content, your use of roaadent or a breach of this contract by you, unless we caused them. We inform you immediately of

such claims and coordinate settlements with you.

11 Force majeure

11.1 In the event of occurrences beyond our sphere of influence, such as natural events, pandemics, official orders, large-scale network or power outages or cyberattacks despite appropriate protective measures, our obligations are suspended. If such an occurrence lasts longer than 30 days, either party may terminate the contract.

12 Term and termination

12.1 The contract applies for the fixed term chosen in the contract document, from the start of the obligation to pay fees (clause 4.1). It is extended each time by twelve months unless a party terminates it in writing three months before expiry. A monthly subscription can be terminated with three months' notice to the end of any month.

12.2 Either party may terminate without notice for good cause. For us, this is the case in particular in the event of bankruptcy or a composition moratorium of the customer, in the event of arrears of at least one monthly fee despite a reminder with a 10-day deadline and a warning of termination, or in the event of a serious breach of Annex 2.

12.3 If we terminate for good cause for which you are responsible, you owe as lump-sum damages 75% of the fees still accruing until the next ordinary end of the contract, but at most twelve monthly fees. Both parties remain free to prove higher or lower damage.

12.4 If you terminate because of a change by us (clauses 3.2, 6.2 and 15), because of the withdrawal of the licence by the SSO (clause 7.5), because of a prolonged outage (clause 9.3), because of force majeure (clause 11) or for another good cause for which we are responsible, we refund prepaid fees proportionally. In all other cases there is no refund on early termination.

12.5 Termination is in writing; a signed notice of termination by email suffices.

13 End of the contract and your data

13.1 After the end of the contract you have read-only access for 90 days and, on request, receive once free of charge a complete export of your data in a documented format. We do not claim a right of retention over your data.

13.2 After that we delete your data, once we have notified you in writing at least 30 days beforehand. Backup copies are overwritten in the ordinary cycle. On request we confirm the deletion.

13.3 In the event of death, bankruptcy or closure of the practice, we release the data to the entitled successor, the bankruptcy administration or the competent authority, provided that it proves its entitlement.

13.4 Should we discontinue roaadent, we announce this at least twelve months in advance, make a complete export available to you and refund prepaid fees proportionally.

14 Transfer

14.1 We may transfer the contract to an affiliated company or a legal successor with its registered seat in Switzerland that assumes all obligations including Annex 1. We inform you at least 30 days in advance.

14.2 You may transfer the contract with our consent. In the case of a practice handover, we do not refuse consent without objective reason if the successor signs a new contract document.

15 Changes to these GTC

15.1 We notify you of changes to these GTC and the annexes by email at least 60 days before they take effect and draw your attention to your right of objection. If you do not object within 30 days, the changes are deemed accepted. If you object, you may terminate the contract effective on the date the changes take effect.

15.2 Changes that are required by law or by the SSO may take effect earlier. Your right of termination under clause 15.1 remains.

16 Final provisions

16.1 Notices are sent to the addresses named in the contract document; email suffices. Side agreements exist only to the extent that they are recorded in the contract document. Amendments to the contract require written form.

16.2 Should a provision be invalid, an effective provision that comes closest to its purpose applies. The remaining provisions remain valid.

16.3 Swiss law applies, excluding the Vienna Sales Convention. The place of jurisdiction is the registered seat of Schweizerpunkt GmbH, currently Niederglatt ZH. We may also take action against you at your registered seat.