

BPA M365 Tenant-Deployed Application License & Support Agreement

Version: July 2026

This Microsoft 365 Tenant-Deployed Application License & Support Agreement (Agreement) forms a legal agreement between BPA Solutions SA, CHE-113.842.351, Avenue des Découvertes 18, 1400 Yverdon-les-Bains, Switzerland (BPA) and the customer identified in the applicable Proposal Form or Purchase Order (Licensee). BPA and Licensee are together referred to as the Parties.

1. Scope and Acceptance

1.1 This Agreement governs the Licensee's rights to install, use, and operate BPA software applications that are deployed within the Licensee's own Microsoft 365 tenant (the Licensed Application), and BPA's provision of related license, maintenance, and support services.

1.2 The Licensed Application is not provided as Software-as-a-Service (SaaS). The Licensee remains in control of its Microsoft 365 tenant, including data storage, user management, security configuration, and retention policies.

1.3 This Agreement becomes binding upon (i) execution of a Proposal Form or Purchase Order referencing this Agreement, or (ii) installation or use of the Licensed Application.

2. Grant of License

2.1 Subject to full compliance with this Agreement and payment of the applicable fees, BPA grants the Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Licensed Application solely:

- within the Licensee's own Microsoft 365 tenant;
- for the Licensee's internal business purposes; and
- in accordance with BPA documentation.

2.2 If the Licensee is a legal entity, use is limited to its employees and authorized representatives acting on its behalf.

2.3 The Licensee shall not:

- provide the Licensed Application to third parties as a service;
- reverse engineer, decompile, or circumvent license controls except to the extent expressly permitted by applicable mandatory law;
- use the Licensed Application outside the agreed tenant.

2.4 The Licensee is responsible for allocating and managing licenses of the Licensed Application, including distinctions between reader, full user, or other license types, strictly in accordance with the applicable Proposal Form or Purchase Order.

2.5 BPA reserves the right, upon reasonable prior notice and during normal business hours, to verify the Licensee's compliance with the applicable license terms, including the number and type of licenses allocated. Such verification may be performed through documentary review, technical checks, or other reasonable audit means. BPA shall exercise this right in a manner that does not unreasonably interfere with the Licensee's business operations.

3. Deployment Model

3.1 The Licensed Application is deployed either:

- via Microsoft AppSource, other marketplaces, or
- via BPA-provided installation packages or deployment instructions.

3.2 The Licensee is solely responsible for:

- its Microsoft 365 tenant configuration;
- tenant security, access rights, and identity management;
- backups, retention, and regulatory configuration.

3.3 BPA does not host Licensee data and does not operate the Licensed Application on behalf of the Licensee.

3.4 Certain optional components or services (such as electronic signatures, reminders, batch processing services, or other optional components) ("Optional Components") may be offered by BPA.

3.5 Depending on the Optional Component, the Licensee may elect, as specified in the applicable Proposal Form or documentation, to deploy such Optional Components either:

- within the Licensee's own Microsoft 365 tenant; or
- in BPA-operated cloud infrastructure (Microsoft Azure).

3.6 Where Optional Components are deployed in BPA-operated cloud infrastructure:

- such Optional Components are technically and logically separated from the Licensed Application deployed in the Licensee's tenant;
- only the minimum data strictly necessary for the operation of the Optional Component is processed;
- BPA shall act solely for the purpose of providing the Optional Component in accordance with this Agreement and applicable data protection laws.

3.7 Optional Components may be subject to additional technical, commercial, or data protection terms, which shall be identified in the applicable Proposal Form, order documentation, or addendum.

4. Allocation of Responsibilities

4.1 Microsoft is solely responsible for the Microsoft 365 and Microsoft Azure cloud platforms, including the availability, security, compliance certifications, and operation of such platforms. BPA has no control over and no responsibility for Microsoft's services, infrastructure, service continuity, or platform-level security.

4.2 BPA is responsible for the Licensed Application and, where applicable, Optional Components, limited to:

- development, maintenance, and updates of the Licensed Application;
- correction of reproducible defects within supported versions;
- application-level security design;
- provision of support services in accordance with Section 9;
- operation of Optional Components only if explicitly ordered and agreed.

4.3 The Licensee remains solely responsible for its Microsoft 365 tenant and data, including:

- tenant configuration, security settings, and identity management;
- user access, roles, and permissions;
- data content, accuracy, legality, and regulatory compliance;
- backups, retention, archiving, and audit obligations;
- lawful use of the Licensed Application and Optional Components; and
- any configurations, customizations, workflows, rules, automations, reports, or other settings created or implemented by the Licensee within the Licensed Application ("Self-Made Configurations").

4.4 Where Optional Components are deployed in BPA-operated cloud infrastructure, BPA is responsible solely for the operation of the Optional Component itself. Microsoft remains responsible for the underlying cloud platform, and the Licensee remains the data controller for any data processed.

5. Professional Services and Statement of Work (SOW)

5.1 BPA may provide implementation, configuration, training, and other professional services related to the Licensed Application ("Professional Services").

5.2 Professional Services shall be governed by one or more Statements of Work ("SOW") agreed between the Parties.

Each SOW shall define, as applicable:

- the scope of services;
- deliverables;
- roles and responsibilities;
- assumptions and dependencies;
- timeline;
- applicable fees.

Each SOW is incorporated by reference into this Agreement and forms an integral part hereof.

5.3 Each SOW may be referenced in the applicable Proposal Form or Purchase Order and shall complement the commercial terms defined therein.

5.4 In the event of any conflict:

- this Agreement shall prevail;
- unless a SOW expressly states that it overrides a specific provision of this Agreement.

5.5 Unless expressly agreed otherwise in the applicable SOW, all Professional Services shall be performed on the basis of a standard, out-of-the-box delivery model, using the Licensed Application's standard configuration and functionality. Any custom development, non-standard integration, or deviation from BPA's standard delivery methodology must be expressly described in the applicable SOW.

- delivered using BPA's standardized delivery methodology;

- based on configuration of the Licensed Application using standard, out-of-the-box capabilities;
- designed to ensure rapid deployment, consistency, and scalability.

5.6 Professional Services do not include, unless explicitly specified in a SOW:

- custom development or software modification;
- complex or non-standard integrations;
- redesign of core workflows or business processes;
- advanced customization beyond standard configuration.

5.7 The Licensee agrees to:

- provide qualified and available personnel;
- participate actively in workshops and validation activities;
- make timely decisions and approvals.

5.8 Professional Services are provided on a reasonable efforts basis.

BPA does not guarantee specific business results, performance improvements, or compliance outcomes. The Licensee remains solely responsible for its internal processes, data, and use of the Licensed Application.

5.9 Professional Services under an applicable SOW are prepaid unless otherwise agreed in writing. Purchased service hours remain valid for twelve (12) months (365 days) from the date of purchase and, if unused within that period, are not carried forward unless otherwise agreed in writing. In the event of cancellation, termination, or non-renewal of the BPA application subscription, any purchased Professional Services are non-refundable.

6. Third-Party Software

6.1 The Licensed Application may include or make use of software components or services developed, distributed, or licensed by third parties ("Third-Party Software").

6.2 Such Third-Party Software is licensed to the Licensee directly under the applicable terms and conditions of the respective third-party licensors, and not under this Agreement. The Licensee agrees to use any Third-Party Software strictly in accordance with such third-party terms.

6.3 BPA does not provide any warranty or representation with respect to Third-Party Software beyond what is expressly stated by the applicable third-party licensor.

6.4 Where reasonably practicable, BPA shall use reasonable efforts to identify material Third-Party Software used within the Licensed Application, including through product documentation or application settings.

7. Intellectual Property and Ownership

7.1 All intellectual property rights in and to the Licensed Application, including its software components, source code, object code, architecture, methodologies, templates, standard deliverables, documentation, know-how, and any updates, enhancements, or derivative works thereof, remain the exclusive property of BPA or its licensors, excluding Third-Party Software.

7.2 The Licensee retains ownership of its own data stored in its Microsoft 365 tenant, including business records, documents, metadata, and other content entered, uploaded, generated, or maintained by the Licensee through the Licensed Application.

7.3 Unless expressly agreed otherwise in an applicable SOW, configurations implemented within the Licensee's Microsoft 365 environment for the Licensee's specific use remain under the Licensee's control and may be used by the Licensee for its internal business purposes, provided that such configurations do not transfer ownership of BPA's software, methodologies, templates, standard deliverables, or underlying intellectual property.

7.4 No rights are granted to either Party except as expressly set forth in this Agreement or an applicable SOW.

8. Fees and Payment

8.1 License and support fees are defined in the applicable Proposal Form or Purchase Order (Fees).

8.2 Fees are payable in advance and are non-refundable, except as expressly stated in this Agreement.

8.3 BPA may change its Fees and subscription models by giving at least 60 days prior written notice to the Licensee. Any increase in the number or type of licenses requested by the Licensee will take effect immediately. Any other pricing or subscription model change will apply only from the next renewal term. If BPA no longer offers a subscription model purchased by the Licensee, BPA may move the Licensee at renewal to a reasonably equivalent subscription model after prior notice. If the Licensee does not accept such change, it may choose not to renew this Agreement in accordance with Section 13.2.

8.4 All payments under this Agreement are exclusive of any taxes, duties, levies, or similar charges imposed by applicable authorities. Such taxes, duties, or charges shall be borne and paid by the Licensee, excluding taxes based on BPA's net income.

8.5 BPA may suspend service for non-payment after written notice and a cure period of ten (10) days.

9. Support and Maintenance

9.1 Subject to timely payment of the applicable license and support fees, BPA shall provide support and maintenance services limited to:

- software updates, bug fixes, and enhancements;
- access to the BPA Community Support Center (for registered contacts);
- incident handling during BPA business hours (CET).

9.2 BPA will use commercially reasonable efforts to provide an initial response within four (4) hours to incident reports classified as high-severity and involving a severe loss of service, subject to normal business hours. BPA will respond to general support inquiries within twenty-four (24) hours, subject to normal business hours.

9.3 BPA supports only the current and 2 immediately preceding app package versions (major versions, N-2).

9.4 BPA support excludes:

- Microsoft 365 platform issues;
- tenant misconfiguration;
- third-party products or customizations not provided by BPA.

9.5 The Licensee shall cooperate with BPA in the provision of implementation and support services, and shall:

(a) submit incidents through the BPA Community Support Center in accordance with Section 20.2 and provide reasonably necessary information to diagnose the issue, including a description of the problem, its business impact, affected software versions, and relevant logs or supporting materials;

(b) grant BPA reasonable access to the Licensed Application where necessary during project implementation and configuration, optionally to identify and resolve issues, while remaining solely responsible for its data, systems, backups, and security. Any access to Licensee materials is strictly limited to configuration, operation, and support of the Licensed Products and for no other purpose;

(c) timely implement applicable Software Updates. The Licensee acknowledges that failure to install such updates may result in reduced functionality, non-conformance, or suspension of support until the relevant updates are applied.

10. Warranty and AI Disclaimer

10.1 BPA warrants, for thirty (30) days from delivery, that the Licensed Application will be in operable condition substantially in accordance with BPA's documentation, provided that it has not been materially modified by the Licensee and has been installed and used in compliance with BPA's written instructions and supported environments. In the event of a breach of this warranty, BPA's sole liability and the Licensee's exclusive remedy shall be, at BPA's option, either (a) repair or replacement of the Licensed Application, or (b) refund of the Fees paid for the affected Licensed Application. For the avoidance of doubt, ongoing operation and compatibility of the Licensed Application beyond the warranty period are addressed exclusively through the support and maintenance services described in Section 9.

10.2 BPA does not warrant uninterrupted or error-free operation, nor continued compatibility of the Licensed Application with future changes to Microsoft products or services. However, during an active subscription term and subject to payment of the applicable Fees, BPA shall use commercially reasonable efforts to maintain compatibility with supported Microsoft 365 environments through updates and support provided in accordance with Section 9.

10.3 BPA further expressly disclaims any warranties with respect to (i) the Licensed Application that has been modified, personalized, customized, or otherwise altered by the Licensee or any third party without following BPA instructions and documentation, and (ii) any use of the Licensed Application that is not expressly permitted under this Agreement or the applicable BPA documentation.

10.4 Certain features of the Licensed Application may incorporate artificial intelligence or machine-learning technologies, including generative AI services provided by third-party providers (such as Microsoft or OpenAI), to assist users with drafting, summarization, classification, analysis, or information retrieval, and assist in the review of collaborators answers, and in the preparation of management reports ("AI-Assisted Features"). AI-Assisted Features are provided solely as decision-support tools. They do not constitute professional, legal, medical, or regulatory advice, and

do not perform autonomous decision-making. The Licensee remains solely responsible for reviewing, validating, approving, and using any outputs generated by AI-Assisted Features prior to reliance or implementation. BPA makes no representation or warranty as to the accuracy, completeness, or suitability of AI-generated outputs and disclaims all liability arising from reliance on such outputs, to the maximum extent permitted by law. If the Licensee elects to procure a BPA generative artificial intelligence service module (e.g., Q-Pilot), the Licensee acknowledges and agrees that such generative AI service module shall be installed within the Licensee's Azure environment. Accordingly, BPA will not receive, host, access, or otherwise process any prompts, inputs, outputs, or results relating thereto, except to the extent expressly required for agreed support or technical troubleshooting requested by the Licensee. Where applicable, BPA's AI-Assisted Features are designed with the intent to comply with applicable AI regulations, including the EU Artificial Intelligence Act. The Licensee remains responsible for ensuring its use of AI-Assisted Features complies with applicable regulations within its jurisdiction.

11. Limitation of Liability

11.1 To the maximum extent permitted by law, BPA shall be liable solely for direct damages arising from its material breach of this Agreement and shall not be liable for any indirect, incidental, special, or consequential damages, including loss of data, loss of revenue, or business interruption.

11.2 BPA's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees actually received by BPA from the Licensee under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

12. Data Protection

12.1 The Licensee remains the controller of personal data processed in its Microsoft 365 tenant and through the Licensed Application. BPA acts as an independent controller only for its own business purposes, including account management, billing, contract administration, and general customer relationship management.

12.2 Where BPA accesses or processes personal data on behalf of the Licensee for implementation, support, diagnostics, updates, or BPA-hosted Optional Components, BPA acts as processor and shall process such personal data only in accordance with the Licensee's documented instructions and applicable data protection laws.

12.3 Where such processor activities apply, the Parties shall enter into a Data Processing Agreement or equivalent data protection addendum, as applicable. Such documents may specify the relevant processing activities, sub processors, security measures, audit rights, and transfer safeguards.

12.4 BPA shall implement appropriate technical and organizational measures and, where applicable, appropriate safeguards for international data transfers, including Standard Contractual Clauses.

13. Term and Termination

13.1 This Agreement starts on the earlier of (i) the date the Licensed Application is first installed or activated, and (ii) thirty (30) days after the applicable Proposal Form or Purchase Order is signed. The Agreement then continues for the initial term stated in the applicable Proposal Form or Purchase Order.

13.2. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach in reasonable detail.

13.3 This Agreement renews automatically for the same duration and on the same terms, unless either Party gives written notice at least sixty (60) days before the end of the current term that it does not want to renew. Each Party must also give at least sixty (60) days' written notice of any subscription or terms change. Any pricing or subscription model changes made by BPA under Section 8.3 will apply at renewal.

13.4 Upon termination:

- the license terminates;
- the Licensee must uninstall the Licensed Application;
- no refund of prepaid Fees applies, except in case of BPA material breach.

14. Force majeure

Neither Party shall be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, cyberattacks, pandemics, failures of third-party infrastructure providers (including Microsoft), or governmental actions, provided that the affected Party gives prompt written notice and uses commercially reasonable efforts to resume performance.

15. Amendments

BPA may update this Agreement by giving the Licensee at least sixty (60) days' prior written notice. Any such update will apply from the next renewal term. If the Licensee does not accept the update, it may choose not to renew this Agreement by giving notice in accordance with Section 13.2.

16. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the provision shall be deemed deleted. The validity and enforceability of the remaining provisions of this Agreement shall not be affected.

17. Entire Agreement

This Agreement, together with all applicable Proposal Forms, Purchase Orders, Statements of Work, and Annexes (including the Data Processing Agreement set out in Annex 1), constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written, relating to the same subject matter.

18. Waiver

No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall

preclude any other or further exercise thereof. Any waiver must be made in writing and signed by an authorized representative of the waiving Party.

19. Relationship of the Parties

The Parties are independent contractors. Nothing in this Agreement creates or implies a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Neither Party has authority to bind the other Party or to incur obligations on its behalf.

20. Notices and Communications

20.1 Operational communications during implementation, configuration, training, or other Professional Services may be exchanged by email, online meetings, or other project communication channels agreed between the Parties.

20.2 After go-live, support requests, incident reports, and maintenance-related communications shall be submitted through the BPA Community Support Center, unless otherwise agreed in writing.

20.3 Formal notices under this Agreement, including notices of breach, termination, non-renewal, fee changes, or amendments, must be made in writing and sent to the contact details specified in the applicable Proposal Form, Purchase Order, or other agreed contractual document. Email is sufficient for ordinary contractual notices unless applicable law or this Agreement requires another form.

20.4 Each Party is responsible for keeping its contact details up to date.

21. Governing Law and Jurisdiction

This Agreement is governed by Swiss law, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Exclusive jurisdiction lies with the courts of Canton de Vaud, Switzerland for the resolution of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination.