

GENERAL TERMS AND CONDITIONS

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1 Subject Matter of the Agreement

These General Terms and Conditions ("GTC") form an integral part of all individual contracts concluded between itnetX AG ("Provider") and the Customer ("the Contract") and govern the rights and obligations in relation to the provision of the agreed services.

Deviating written agreements take precedence over the provisions of these GTC.

2 The Provider's services

2.1 General duty of care

The Provider undertakes to perform the tasks assigned to it professionally, faithfully and diligently, taking into account any instructions issued by the Customer, internal customer instructions and customary industry standards and practices.

However, with regard to the tasks assigned, the Provider undertakes not to achieve a specific goal or any technical or other effect or success whatsoever, apart from the properties warranted in writing and the objects of delivery agreed in writing. The economic risk in relation to all services of the provider lies exclusively with the customer.

2.2 Employees used

The provider undertakes to deploy only carefully selected employees who have the necessary specialist knowledge and qualifications. In addition, it shall ensure continuity as far as possible with regard to the employees deployed.

The provider is responsible for all claims of its employees arising from the employment relationship. It provides the necessary insurance cover and settles the social benefits. It also ensures that the employees have the necessary work permits.

The provider is aware of any criminal records of its employees. The customer may stipulate in writing that the provider may only deploy employees without a criminal record. In addition, the customer may request that the provider submit an extract from the criminal records of all employees deployed. The customer's deviating requirements remain reserved.

2.3 Sub-contractors and use of third parties

After informing the customer in good time and in advance, the provider may engage subcontractors and third parties to fulfill the contract. The customer may at any time demand in writing that a subcontractor or a third party engaged be replaced if there are justified grounds for doing so.

The Provider shall be obliged to transfer the contractually assumed obligations, in particular duties of care and confidentiality, in writing to the subcontractor or the third party engaged (or their employees) and to demand the transfer of any intellectual property rights that may have arisen during the performance of the contract.

If the provider expressly undertakes to the customer to act as general contractor, it shall be liable for the subcontractors and third parties it engages as for itself. Otherwise, he shall only be liable for their selection, instruction and supervision. However, if the customer requests the involvement of a specific subcontractor or third party, the customer shall in any case bear the associated risk.

2.4 Place and time of provisions of services

Unless otherwise agreed in writing, the places of deployment and performance shall be the respective registered offices of the parties. The working hours for the provision of services shall be determined by the Customer after consultation with the Provider. Unless otherwise agreed in writing, working hours shall be Monday to Friday, 8:00 a.m. to 5:00 p.m., except on official holidays at the place of performance of the relevant service.

Insofar as services or assignments are provided on the customer's premises, the provider's employees shall comply with the customer's internal rules and regulations. Equipment, data carriers or business papers may only be removed from the customer's premises in consultation with the customer's relevant supervisor and with the customer's express permission.



2.5 Duty to provide information and documentation

The provider shall inform the customer of all upcoming interventions and changes to its IT systems as part of the provision of services. The provider shall agree the deadline and time frame with the customer and provide appropriate information:

- the type of service provision,
- the deadline and estimated duration of the service provision,
- possible risks and consequences for the operation of the software system, as well as any fallback scenarios.

The customer shall check the information and confirm in an appropriate manner that it agrees to these interventions or changes to its IT systems. As long as no confirmation has been received from the customer, the services shall be continued in accordance with the existing contractual agreements. The customer's confirmation does not constitute an obligation on the part of the customer to cooperate, on which the further provision of services by the provider is dependent.

The Provider shall carefully document the services provided and the work results achieved and shall report to the Customer on the status of the work on a monthly basis and on request. It shall notify the customer immediately in writing if it becomes aware of any facts that jeopardize the proper or timely execution of the work assigned or lead to any agreed cost ceiling being exceeded.

2.6 Protection and storage of data

The provider complies fully with the provisions and requirements of the Swiss Data Protection Act (Federal Act on Data Protection, FADP, SR 235.1).

Data shall only be stored on the provider's IT systems with the customer's consent. In this respect, the customer acknowledges that the data entrusted to the provider may also be stored on the physical servers of a third party that is contractually obliged to comply with the Swiss Data Protection Act. The relevant servers of the third party may also be located outside Switzerland.

The provider shall neither use the customer's data entrusted to it for its own commercial purposes nor make it accessible to third parties without the customer's consent. The entrusted data shall only be made accessible to employees, subcontractors and third parties with the customer's prior consent and only to the extent necessary. The Provider shall also protect the data entrusted to it against unauthorized access, data corruption and data loss, taking into account the security standards customary in the industry or another security standard agreed in writing.

2.7 Software products used by the Provider

Der Anbieter entscheidet ohne gegenteilige schriftliche Vereinbarung selbst über die von ihm im Rahmen der Durchführung der übertragenen Arbeiten verwendeten Softwareprodukte, soweit diese nicht oder nur kurzzeitig auf den Informatiksystemen des Kunden installiert oder eingesetzt werden.

Soweit der Anbieter dabei Softwareprodukte einsetzt, die nicht bereits auf den Informatiksystemen des Kunden installiert sind oder vom Kunden auf andere Weise zur Verfügung gestellt werden, stellt der Anbieter sicher, dass er für diese Softwareprodukte über die für den Einsatz erforderlichen Lizenzrechte verfügt.

3 The Client's responsibilities and obligations

3.1 Provision of resources and employees

The customer shall provide the provider with all logical and physical access to its IT systems required for the provision of the service in good time.

The customer shall designate a qualified employee with whom all technical details, including any operational interruptions or changes to the agreed service content, can be discussed ("technical contact person").

The customer designates a qualified employee who is responsible for managing the contractual relationship and with whom the business details can be discussed ("business contact person").



The contact persons are defined together with the customer in a contact list. The customer informs the provider immediately of any personnel changes and designates a new contact person. The provider then provides the customer with an updated contact list.

The Customer shall provide the Provider with at least the same working space, hardware and software products, facilities and services for services provided at the Customer's premises or those of third parties as it provides to its own employees for the performance of similar work.

3.2 Software products for the Client's computer systems

Unless otherwise agreed in writing, the Customer shall procure the software products permanently required on its IT systems for the provision of services by the Provider, as well as the licenses and license renewals required for this purpose, at its own expense and risk.

Unless otherwise agreed in writing, the Provider shall assume in good faith that it is entitled to use the software products already installed on the Customer's IT systems and the software products otherwise made available by the Customer for the provision of the agreed service as intended.

3.3 Lawful use of infrastructure

The customer shall comply with the relevant statutory provisions when using the provider's services. The processing of illegal information (e.g. depictions of violence, pornography, discrimination, incitement to violence or criminal acts, gambling, infringement of copyrights, trademark rights and other intellectual property rights, violations of personality rights, etc.) via the provider's infrastructure or infrastructures managed by the provider as well as their misuse (e.g. harassment of third parties, violations of fair trading law, etc.) are prohibited. The customer shall indemnify the provider against all costs and expenses in connection with such claims upon first request.

3.4 Transmission of personal data

The customer shall inform the provider in writing if it transfers personal data to the provider within the meaning of the Federal Act on Data Protection (FADP, SR 235.1).

Insofar as the customer transfers personal data within the meaning of the Federal Act on Data Protection (FADP, SR 235.1) to the provider for storage, processing or other use, the customer shall guarantee that it has obtained the necessary authorizations and consents and shall provide the provider with proof of this upon first request.

The customer shall also indemnify the provider upon first request against all costs and expenses in connection with claims due to unlawful storage, processing or other use of personal data within the meaning of the Federal Act on Data Protection (FADP, SR 235.1).

3.5 Security responsibilities

The customer is responsible for the operation and security of all components of its IT systems for which the provider has not explicitly assumed responsibility in writing. The customer shall implement suitable security measures in organizational and technical terms, in particular in connection with the assignment of access passwords, data transmission, malware and other security-relevant aspects. In addition, the customer shall have appropriate data backup concepts and shall also implement these regularly.

3.6 Data storage during the provision of services

To prevent any loss of data, the Customer shall create a backup of all its data and IT systems immediately before the Provider starts providing the service and at least once a day thereafter. In the absence of written notification to the contrary, the Provider shall assume that all data and information that may have been lost during the provision of the service can be restored from a backup made by the Customer.

3.7 Duty to provide information and documentation

The customer shall provide the provider with all information required for the provision of services correctly, completely and in good time. In particular, the customer shall also inform the provider immediately of any use, defects or malfunctions in relation to the services provided by the provider or IT systems managed by the provider of which the customer becomes aware that are in breach of the law or the contract.



In particular, the customer shall also document all exceptional conditions and error messages of its IT systems and make this information available to the provider in an appropriate manner, insofar as this is necessary or helpful for the provision of services by the provider.

4 Acceptance procedure for the Provider's services

4.1 Notice of readiness for acceptance

After completion of the contractually agreed service, the provider shall carry out an internal quality check and document this in an appropriate manner. It shall then inform the customer that the contractually agreed service is ready for acceptance. In the case of hardware deliveries, postal delivery to the customer shall replace notification of readiness for acceptance.

Partial acceptances may be agreed for definable and economically independently usable parts of the service, whereby the entire service shall be deemed to have been accepted with the last partial acceptance ("final acceptance"). Partial acceptances that have already taken place shall remain unaffected by the success of the final acceptance.

4.2 Period for testing and filing complaints

The customer shall accept the services rendered or partial services within the complaint period of 20 days from notification of readiness for acceptance or from postal delivery and inspect them for any defects. Recognizable defects must be reported in writing within this period and are otherwise deemed to have been accepted. Hidden defects must be reported in writing within 20 days of discovery.

4.3 Procedure for acceptance

The customer shall be responsible for carrying out the acceptance procedure. The customer shall draw up a suitable acceptance concept for the acceptance in consultation with the provider, which shall include any acceptance tests to be carried out, the responsible employees of the parties, the time of acceptance and the content of the acceptance report. Any defects discovered during acceptance shall be classified according to the following categories:

Mängelklasse	Beschreibung
Class 1 (fatal defects)	<p>Significant malfunctions in which essential performance features fail. At least one essential system component is not available.</p> <p>Consequences: The system does not run; essential functions are missing; incorrect processing of essential inputs; data is corrupted or lost.</p>
Class 2 (serious defects)	<p>Malfunctions in which performance features fail. At least one system component is not available.</p> <p>Consequences: The system is faulty and causes malfunctions; At least one system component is not available.</p> <p>Consequences: The system is faulty and causes malfunctions; functions are missing or deviate from the specifications.</p>
Class 3 (minor defects)	<p>Specification deviations without impairing the performance characteristics (e.g. comfort restrictions or deviations from design specifications).</p> <p>Consequences: The system runs without malfunctions; all functions are available in accordance with the specification.</p>

Class 4 (cosmetic defects)	Any potential for optimization identified, change requests, minor criticisms of the work result, errors in the documentation, etc. Consequences: The system runs without malfunctions; there are no specification deviations.
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4.4 Acceptance report

The acceptance procedure must be documented in a suitable manner. In the event of defects, the following points must be recorded in a written acceptance report:

- Results of the acceptance tests (passed; partially passed; failed);
- Open Issues List with the identified defects (classified in accordance with section 4.3) and the area specifically affected by the defect;
- Test description that led to the determination of a defect; Any differences of opinion between the parties;
- If the provider participates in the acceptance procedure at the customer's request, it shall draw up the acceptance report, which must be signed by both parties immediately after the acceptance procedure.

4.5 Requirements for acceptance

Acceptance of the services or partial services of the provider shall be deemed to have taken place if the following cumulative requirements are met:

- No defects in defect classes 1 and 2 (as defined in section 4.3);
- Passing the acceptance tests in accordance with the acceptance concept (e.g. unit test, component test, system test, system integration test, user acceptance test, performance test, etc.);
- Availability of the warranted characteristics and the agreed delivery items; availability of the documentation in the agreed scope and quality.

The defects discovered during the acceptance procedure must be included in the open issues list of the acceptance report. The provider is obliged to rectify the recognized defects free of charge within the defined period. Defects shall be deemed to have been rectified if they no longer occur as "reproducible errors" under identical circumstances or no longer occur as "non-reproducible errors" in three processing operations. The customer verifies the rectification of defects independently.

4.6 Aciton in the event of failed acceptance procedure

If the acceptance attempt fails, the customer shall set the provider a reasonable grace period of at least 20 calendar days in writing, within which the provider shall rectify the services in question free of charge. Following a renewed declaration of readiness for acceptance by the provider, a second acceptance test shall take place. If this acceptance attempt also fails, the provider shall have a final period of 30 days to carry out further corrections free of charge.

If acceptance also fails a third time, the customer may either (1) continue to demand performance and set a further reasonable grace period or (2) demand a reduction in the price in accordance with the reduced value of the service in question or (3) if the result provided is unusable, withdraw from the contract in question and demand reimbursement of the payments already made, to the exclusion of any further claim.

5 Costs and conditions

5.1 Prices and payment conditions

The remuneration for the provider's contractually agreed services is set out in the contract or its appendices. All costs are quoted in Swiss francs and exclude VAT, which is shown separately on the invoice. Furthermore, all other taxes and duties levied on the conclusion or fulfillment of the contract shall be borne by the customer. In addition, the following payment terms apply:



- Flat-rate fees are charged on the agreed dates.
- Periodic fees are invoiced monthly.

Work on a time and material basis is invoiced on a monthly basis. The invoices show the individual employees, the work performed and the time spent (to the nearest 15 minutes).

5.2 Surcharges for work outside of business hours

Unless otherwise agreed in writing, expenses and ancillary costs (travel, hotel accommodation, data carriers, copies, postage, etc.) shall be charged to the customer in addition to the agreed remuneration. Furthermore, in the absence of a written agreement to the contrary, the travel time required for the provision of services on the customer's business premises shall be deemed to be working time and shall be invoiced additionally as work on a time and material basis.

5.3 Expenses and travelling time

To calculate the number of hours to be charged, the actual time spent is multiplied by the following factors, depending on the type of assignment:

Type of deployment	Factor
During business hours: (7:00 a.m. - 7:00 p.m.)	x 1.00
Outside business hours (excl. 22:00-07:00 and Sundays)	x 1.50
At night (22:00-07:00) and on Sundays	x 2.00

5.4 Appointments and postponement of appointments

The parties shall agree any deadlines in the respective contract or, if necessary, by mutual agreement in the course of the performance of the contract. Unless expressly agreed otherwise, failure to meet all agreed deadlines shall be deemed to constitute default without further ado.

Agreed deadlines are accordingly binding and must be adhered to. If the customer has to postpone a deadline for reasons for which the provider is not responsible, the provider shall attempt to use the resources made available for this elsewhere. If this is not successful, the Provider may charge the Customer for the resources concerned in addition to the agreed remuneration.

5.5 Changes to prices

With the exception of agreed fixed prices and guaranteed cost ceilings, the provider may adjust agreed prices, periodic fees and hourly rates at any time subject to a notice period of six months.

If the provider announces a price increase, the customer may terminate the relevant contract in writing within two months of becoming aware of the price change, subject to a notice period of three months.

5.6 Due date and consequences of default

The provider's invoices are to be paid net within 20 days of the invoice date. After expiry of this period, the customer is automatically in default and the provider may suspend its services until the invoice has been paid. The provider shall announce an imminent suspension of services in writing and grant a grace period of 5 working days.



6 Confidentiality

6.1 Extent of the duty of confidentiality

The parties undertake to keep confidential information confidential. Confidential information shall include all facts and data relating to the contractual relationship that are neither in the public domain nor generally accessible and of which the parties become aware in the course of their contractual cooperation. In case of doubt, information and data must be treated confidentially. The duty of confidentiality also includes, in particular, confidential information exchanged in the course of contractual negotiations. The confidentiality obligation shall apply for five years after termination of the contractual cooperation in question.

If the customer additionally requests the signing of a non-disclosure agreement, this shall apply in addition to Chapter 6 of these GTC, provided that this non-disclosure agreement does not violate Swiss substantive law.

6.2 Confidentiality and restriction on use

The parties undertake not to disclose any confidential information to third parties, either directly or indirectly, or to allow them access to such information. They shall observe industry standards to prevent unauthorized access to confidential information.

Confidential information may only be used for the fulfillment of the contract. On the other hand, each party may continue to use knowledge and skills that it has acquired in the course of providing the service.

These obligations shall be imposed on all employees and any subcontractors and third parties involved in the performance of the contract.

6.3 Return of confidentiality information

Confidential information must be destroyed or permanently deleted after fulfillment of the contract, subject to the statutory retention and documentation obligations. Upon request, the destruction or deletion must be confirmed in writing within 14 days. Confidential information stored on backups of the parties shall be exempt from the obligation to delete, provided that the backups are used exclusively for any data recovery.

6.4 Exceptions of the duty of confidentiality

The obligations under section 6 of these GTC do not apply to information that:

- was in the public domain or known to the receiving party prior to disclosure (or thereafter without any action on the part of the receiving party);
- was developed by the receiving party without access to the relevant Confidential Information; was made available to the receiving party without breach of this Agreement;
- is required to be disclosed by law, regulation or court order.

7 Warranty

7.1 Warranty against legal defects

The Provider warrants to the Customer that the work results provided by the Provider or their intended use do not infringe the rights of third parties.

The customer shall notify the provider immediately of any such claims and shall leave the conduct of legal proceedings or their out-of-court settlement to the provider. The provider shall inform the customer of the dispute and consult with the customer on important decisions. Under these circumstances, the provider shall indemnify the customer against any costs and compensation obligations imposed.

If, according to a court ruling or at the provider's discretion, third-party property rights are infringed in the provision of the contractual service, the provider shall have the right to choose:



auf eigene Kosten Veränderungen an der vertraglichen Leistung vorzunehmen, um die Schutzrechtsverletzung zu beseitigen;

- to make changes to the contractual service at its own expense in order to eliminate the infringement of property rights;
- to acquire the necessary rights of use from the owner of the property rights concerned at his own expense; or
- to compensate for the infringement of property rights by reimbursing the remuneration paid (less reasonable amortization over the useful life).

7.2 Warranty against material defects

The Provider warrants that the work results are delivered on time and meet the specifications agreed with the Customer. In particular, the Provider shall also guarantee the availability of its services in accordance with the service levels agreed for certain services.

The provider also guarantees that the work results do not contain any components with open source software unless otherwise agreed. Open source software means software that is processed with unrestricted access to the source code and obliges the recipient to ensure the further distribution of the software based on it (including source code) under similar license conditions.

The Provider does not guarantee that a service or work result provided by it can be used uninterruptedly and error-free in all desired combinations or with all data, infrastructures and software programs provided, nor that the correction of one software error will prevent the occurrence of others. However, the Provider shall provide all services that are reasonable under the circumstances to maintain or restore operational reliability.

Furthermore, the Provider shall not assume any warranty for errors or defects in software products supplied by third party manufacturers (such as Microsoft) or used by the Provider as work equipment (e.g. third party tools, additions and extensions to existing systems, etc.). However, the provider shall endeavor to provide the customer with the latest patches, upgrades and updates in the course of fulfilling the order.

7.3 Time limit for warranty claims

Claims arising from legal or material warranty shall become time-barred at the latest 24 months after notification of readiness for acceptance in accordance with section 4.1 of these GTC.

8 Liability

8.1 Direct loss or damage

The provider shall be liable for direct damages, insofar as it is proven to be at fault, up to the amount that the customer has paid for the provider's services in the 12 months prior to the damaging event, up to a maximum of CHF 250,000.00.

In particular, the Provider shall not be liable if it was prevented from fulfilling the contract on time or properly due to circumstances for which it is not responsible. In this case, agreed deadlines shall be extended accordingly.

8.2 Indirect loss or damage

The provider excludes any liability for indirect damages and consequential damages (such as loss of profit, operating loss, unrealized savings, loss of data, data replacement costs, legal costs, etc.) to the extent permitted by law.

8.3 Product Liability Act

The provider is liable for damages subject to the Product Liability Act exclusively in accordance with the mandatory statutory provisions. Intellectual property rights relating to work results

8.4 Allocation of intellectual property rights

All rights to all intellectual property (copyrights, designs, inventions, know-how, etc.) created by the provider, its employees, its subcontractors or third parties involved in the performance of the contract shall belong in full to the provider, irrespective of their protectability. In particular, the



provider may also use the intellectual property created in the course of fulfilling the contract in other projects or market it commercially as a component of software products..

8.5 Granting of licences

Intellectual property and documentation (e.g. concepts, solution documentation, process definitions, process controls, parameterizations, adaptations and extensions to the software used by the customer, source code and scripts) created by the provider, its employees, its subcontractors or third parties involved in the performance of the contract may be used, adapted or otherwise used as intended by the customer and its affiliated companies worldwide, even after the termination of the contractual relationship, without further cost settlement by the provider, provided that this does not violate any applicable license terms of software product manufacturers.

However, the customer acknowledges that, in the absence of an explicit written agreement to the contrary, there is no claim to exclusivity with regard to the provider's agreed services. The Provider may also provide identical or similar services to third parties without further ado.

9 Sale of hardware products

In the event of any sale of hardware products between the parties, the provisions of this clause 10 shall take precedence over the other provisions of these GTC.

9.1 Ordering process

Prior to any sale of hardware products, the Provider shall send the Customer a separate order form indicating the quantity, price, delivery address (in Switzerland), down payment, the applicable warranty conditions and the expected delivery date.

Unless otherwise agreed in writing, customs, shipping and handling costs shall be invoiced separately according to the actual costs incurred. Unless otherwise agreed in writing, the installation of the hardware products is not included in the sales price.

The customer checks the order form and returns it signed to the provider within 10 days. By signing the order form, the customer irrevocably undertakes to accept and pay for the hardware products ordered.

The provider will then initiate the order and immediately send the customer an order confirmation. The provider is only obliged to deliver the ordered hardware products once the order confirmation has been sent.

9.2 Delivery dates

The supplier shall endeavor to meet the customer's delivery requirements. Delivery depends on the availability of the products from the supplier, which is why the stated delivery times and dates are non-binding and do not constitute a fixed due date.

In the event of delays of more than 60 days compared to the non-binding delivery date according to the order confirmation, the customer may withdraw from the purchase contract with regard to the hardware product concerned to the exclusion of all other claims against the provider.

9.3 Delivery and passing of risk

The provider shall deliver the hardware products to the address on the order confirmation or, in the absence of such information, to the address of the customer's registered office. The risk of damage or loss is transferred to the customer at the time of delivery or with the first delivery attempt to the destination address.

9.4 Acceptance and period allowed for complaints

If a hardware product is not installed by the provider, it shall be deemed accepted by the customer if recognizable defects are not reported in writing within 10 days of delivery. If a hardware product is installed by the provider, it shall be deemed to have been accepted by the customer if the provider is not notified in writing of recognizable defects within 10 days of installation. Hidden defects must be reported in writing within 20 days of their discovery and are otherwise also deemed to have been approved.



9.5 Guarantee and exclusion of warranty

The supplier assigns to the customer all rights arising from the manufacturer's warranty. The warranty period and warranty conditions of the manufacturer are communicated to the customer together with the order form either in printed form or by means of a corresponding link to the manufacturer's website.

In addition, the supplier excludes all guarantee or warranty claims to the extent permitted by law and is therefore released from any liability to the customer in this respect.

10 Acquisition of software licenses

In the event of any purchase of software licenses by the customer, the provisions of this Section 11 shall take precedence over the other provisions of these GTC. In all other respects, the provisions for the sale of hardware products pursuant to Section 10 of these GTC shall apply analogously.

10.1 Purchase of licenses for vendor software

Insofar as the customer acquires licenses to the provider's software products as part of the performance of the contract, the customer undertakes to fully comply with the applicable license terms. In particular, the customer undertakes to use the software in question exclusively for its intended purpose and not to exploit it commercially.

10.2 Purchase of licenses for third-party software

If the customer acquires licenses for software products from third parties via the provider, the customer shall conclude a contract directly with the software manufacturer concerned. The Provider is not involved in the conclusion of this contract as a contracting party. Accordingly, any renewal of such software licenses is the sole responsibility of the customer.

The customer undertakes towards both the software manufacturer concerned and the provider to fully comply with the applicable license conditions with regard to all software licenses purchased.

10.3 Conclusion of maintenance contracts for third-party software

If the customer concludes maintenance contracts for third-party software products via the provider, the customer shall conclude a contract directly with the software manufacturer concerned. The Provider is not involved as a contracting party in the conclusion of this contract.

Insofar as the provider is aware of the conclusion of such a maintenance contract, it shall inform the customer in good time that the maintenance contract in question is due to expire and may need to be renewed. The renewal of the maintenance contract is otherwise the sole responsibility of the customer.

11 Project adjustments and extensions

11.1 Project adjustments

The parties may propose changes to the agreed services in writing at any time. The provider shall inform the customer in writing no later than 10 working days after receipt of the change request:

- the impact on the originally agreed services;
- the impact on the originally agreed schedule;
- and the risks and cost implications.

The decision-making process on the customer side is not the responsibility of the provider. However, the provider is available to provide advice. Unless otherwise agreed in writing, the work shall continue unchanged until the customer makes a decision.



The customer shall notify the provider of its decision in writing within ten working days of receipt of the notification. In the event of major or fundamental changes, the provider shall draw up an annex to the relevant contract with an updated list of services, which must be signed by both parties.

Once the annex has been signed or the customer has confirmed the project adjustment, the change shall form an integral part of the relevant contract, whereby the provisions of the relevant contract that contradict the adjustment shall be deemed to have been repealed.

11.2 Project extensions or additional project phases

The customer may at any time propose an extension of an existing project or the implementation of additional project phases that follow on from already agreed project phases. In such cases, the Provider shall define the delivery objects, costs and deadlines associated with these project extensions or additional project phases in an annex to the relevant contract.

Once the relevant annex has been signed by both parties, it shall form an integral part of the existing contract. The provisions of the existing contract shall also apply to the relevant additional contract annex insofar as they do not contradict it.

12 Duration and termination of the Agreement

12.1 Duration of the Agreement

The contract and subsequent amendments and additions shall enter into force upon signature by both parties and shall replace all previous contracts and agreements of the same type. Unless otherwise agreed, the contract is concluded for an indefinite period.

12.2 Ordinary and extra ordinary termination

Unless otherwise agreed, the contract may be terminated by either party in writing at the end of each month without stating reasons, subject to a notice period of 6 months.

In the event of a serious breach of contract or other good cause, either party may also terminate the contract extraordinarily at any time. Good cause shall be deemed to exist in particular if

the other party culpably breaches a material contractual provision and this breach is not remedied within two calendar weeks despite a written warning.

the other party's assets are significantly jeopardized or deteriorate or an application for bankruptcy proceedings has been filed against it.

12.3 Consequences of termination

Upon termination of the contract, the Provider shall support all necessary work for an orderly termination or transfer of services to the Customer or to third parties. The Provider shall submit a detailed plan for the termination or handover of the service to the Customer for approval within 30 days of the announcement of ordinary termination and immediately after the announcement of extraordinary termination. The expenses incurred by the Provider shall be remunerated on a time and material basis.

Upon termination of the contract, the parties shall return all documents, information, data, equipment, material, keys, etc. received from the other party in the form in which they were handed over without delay or in accordance with the termination or handover plan. If the return is not possible, the information, software, etc. shall be irrevocably deleted, subject to the statutory retention and documentation obligations and any information contained in backups. The costs incurred shall be borne by the party obliged to return the information. Upon request, the parties shall confirm in writing that all goods and information subject to the obligation to return or delete have been returned or deleted.



13 Further contractual provisions

13.1 Non-solicitation guarantee

During the term of the contract and 12 months after termination of the contract, the parties shall only employ employees of the other party by mutual written agreement. This also applies to former employees if the employment relationship with the other party ended less than 12 months previously.

13.2 Force Majeure

The parties shall not be liable for the consequences of force majeure such as strikes, lockouts, riots and floods or official measures insofar as such events are unforeseeable and/or unavoidable in the specific individual case. If the consequences of force majeure make one or more contractual services significantly more difficult, the provider may postpone the fulfillment of its obligations for a reasonable start-up period.

13.3 Amendments to the Agreement

Collateral agreements and amendments to the contract must be in writing to be valid and must be signed by the parties. This formal requirement can only be waived by written agreement.

13.4 Reference

Upon request, the Customer grants the Provider permission to use its name and logo as a reference on the Internet and on electronic or printed documents and records. This right may be withdrawn or restricted by the customer at any time.

13.5 Exclusion of a corporate relationship

Under no circumstances do the parties wish to enter into a corporate or quasi-corporate relationship or form a simple partnership within the meaning of Art. 530 et seq. OR.

13.6 Set-off and transfer of rights and obligations

The offsetting of claims is only permitted with the written consent of the other party.

Contractual rights and obligations as well as the contractual relationship itself may only be transferred to third parties with the written consent of the other party, whereby consent may not be refused in bad faith.

13.7 Partial nullity

Should one or more contractual provisions prove to be void or ineffective, this shall not affect the validity of the contract or the remaining contractual agreements. In such a case, the parties shall adapt the contract in such a way that the purpose intended by the invalid or ineffective part is achieved as far as possible.

13.8 Prohibition of competition in relation to end customers

If the customer purchases services from the provider for its own end customers, the provider undertakes not to provide any such services directly to these end customers without the customer's prior written consent.

This obligation on the part of the provider shall apply for the duration of the relevant contract and for 6 months after its termination.

13.9 Governing law and jurisdiction

The contract shall be governed by Swiss substantive law to the exclusion of the international conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (so-called Vienna Sales Convention).



The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contract is the city of Bern. However, the provider may also bring proceedings for precautionary measures before other courts.

