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## General Terms and Conditions of Business for Informatics Services

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### 1 Scope of application and validity

1.1 These General Terms and Conditions of Business (Terms and Conditions) provide for the conclusion, content and execution of contracts for informatics services<sup>1</sup> such as consulting, support, training and hiring of informatics personnel.

1.2 The Customer refers to the applicable Terms and Conditions in the quote request. They are deemed accepted when the Contractor submits a written offer.

1.3 Any deviation from the Terms and Conditions shall be expressly named as such in the specifications requirement or in the offer and must appear in the contractual document to be valid.

### 2 Offer

2.1 The offer including demonstrations is free of charge.

2.2 Should the offer deviate from the quote request of the Customer, the Contractor shall make express reference to said deviation.

2.3 Unless otherwise stated in the offer, the Contractor shall be bound for a period of 3 months from the date of the offer.

2.4 Until the contractual document has been signed or the offer accepted in writing (order) either party may withdraw from contract negotiations without financial consequences. Point 2.3 remains subject to further notice.

### 3 Services

The type and scope of the services correspond to the accepted offer or are provided for in the contractual document. This document can make reference to further documents.

### 4 Execution

4.1 Execution takes place using recognised project management methods. The Contractor agrees to inform the Customer regularly of progress on the work. The contracting parties shall notify one another immediately of any circumstances from their domains which could jeopardise fulfilment of the contract.

4.2 The Customer shall grant the Contractor necessary access to his premises and provide suitable workstations if required.

4.3 Any other duties to cooperate on the part of the Customer are stipulated in the contracting document.

4.4 The Contractor and his staff shall comply with the company rules of the Customer in particular guidelines governing access insofar as the Contractor has been notified in writing prior to conclusion of the contract or such guidelines are agreed upon at a later date.

### 5 Employment of staff

5.1 The Contractor shall employ only carefully selected and well trained staff. At the Customer's request he shall replace within a reasonable time period persons who do not have the necessary expertise or who impede fulfilment of the contract in any other way. In the case of contract staff, the Customer can refuse one person without stating his reasons.

5.2 The Contractor can only commission a third party with the consent of the Customer. The Customer may not withhold consent without reasonable grounds. In the context of official secrecy he is not required to disclose those grounds. The Contractor remains responsible for the provision of services to the Customer.

5.3 The contracting parties shall agree upon the general organisational framework and designate the persons responsible.

### 6 Contract staff, contracts to natural persons

6.1 Contract staff is regulated by the Labour Recruitment Services Law (RSL, SR 823.11), if it is of a professional nature. The Contractor shall supply the necessary authorisation and contracts for persons employed. He shall complete the necessary registration for social insurance and provide appropriate proof of same upon request.

6.2 The customer is responsible for the correctness and appropriateness of tasks allocated to

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<sup>1</sup> For contracts covering the manufacture of software, the Terms and Conditions for the Purchase of Complete Informatics Systems and Manufacture of Individual Software shall apply.

contract staff, as well as for the monitoring and control of the services provided.

6.3 Subsidiary gainful activity which can affect fulfilment of the contract must be previously arranged with the Customer. The Customer shall be notified immediately of foreseeable absences.

## 7 Payment

7.1 The Contractor shall provide services on a cost basis with an upper payment limit (cost ceiling) or at fixed prices. He shall state the type of costs and rate of charges in his offer.

7.2 Payment covers all services necessary for fulfilment of the contract, in particular all social services and other compensatory payment for illness, disability and death, expenses and official taxes applicable at the time the contract was signed (e.g. VAT), which can be set out separately.

7.3 In the case of payment on a cost basis, invoices shall be issued monthly, for fixed prices invoices shall be issued upon provision of the services or according to a payment plan if one has been arranged. Invoices are payable within 30 days of receipt.

7.4 If partial payments have been agreed upon (deposits and instalments), the Customer can require sureties from the Contractor in the quote request.

7.5 Payment is adjusted according to price rises only to the extent stipulated in the contract.

7.6 If the Contractor provides services on a cost basis he shall deliver a report along with the invoice. He shall state the services and the cost of each staff member employed per day.

## 8 Industrial property rights

8.1 The Customer acquires all industrial property rights resulting from fulfilment of the contract (provision of services), unless otherwise agreed. The Contractor ensures by contract that personnel employed by him and by third parties commissioned by him are not entitled to any copyrights for the work results.

8.2 The Contractor guarantees that his offer and services do not violate the recognised industrial property rights of any third party in Switzerland.

8.3 The Contractor shall defend against third party claims of violation of industrial property rights at his own risk and cost. The Customer shall notify the Contractor of same in writing and without delay and shall leave conduct of any action or any in or out of court settlement of a lawsuit solely up to him. Under

these conditions, the Contractor assumes any ensuing costs or payment of damages incurred by the Customer.

8.4 If an action is filed on account of violation of industrial property rights or a precautionary measure taken, the Contractor can, at his own expense, choose either to grant the Customer this right or replace it by another which fulfils the essential contractual requirements, or he shall be liable to pay damages.

## 9 Privacy and data protection

9.1 The contracting parties shall keep private, facts and data which have not yet been published or which are not generally accessible. This obligation shall also be imposed on third parties involved. In case of doubt, facts and information shall be treated confidentially. The obligation to maintain secrecy is in effect prior to conclusion of the contract and remains in effect after the contractual relationship has ended or the agreed service has been provided. This is subject to any legal duty of disclosure.

9.2 The Contractor provides for the obligation to maintain secrecy (observance of official secrecy where applicable) in the employment contract for contract staff.

9.3 The Contractor may inform potential cooperating third parties of the fact and essential content of the quote request.

9.4 Advertising and publications about services specific to the contract require the written consent of the contracting parties

9.5 If one of the contracting parties or a third party commissioned by him violates the above obligation to maintain secrecy, the offending party shall pay the other party a contract penalty unless he can prove that neither he nor the third party involved was at fault. This amounts to 10% of the total payment in each case, however not more than CHF 50,000 per case. Payment of the contract penalty does not discharge from the obligation to maintain secrecy; the right to assert damage claims remains intact, the contract penalty shall be deducted from damages owing.

9.6 Valid data protection rules must be observed. If needs be, special data protection and security provisions shall be stipulated.

## 10 Default

10.1 The contracting parties default immediately upon non-compliance with the dates stipulated in the contract as default-incurring, for other deadlines following warning and after a reasonable extension has been granted.

10.2 A contract penalty shall be due if one has been stipulated in the contractual document. In this case the contract penalty is still due when services are accepted without reservation. Payment of the contract penalty does not discharge from the obligation to maintain secrecy; the right to assert damage claims remains intact, the contract penalty shall be deducted from damages owing.

## 11 Diligent execution

11.1 The Contractor shall be liable for the faithful and diligent execution of his services.

11.2 In the case of contract staff, the Contractor shall be liable for the faithful and diligent selection (professional and personal aptitude) of the persons employed for the Customer.

## 12 Liability for damages

12.1 Each contracting party shall be liable for damages caused by him or by a third party commissioned by him arising from the contractual relationship if he cannot prove that neither he nor the third party called on by him was at fault. He shall be liable at most for the resulting damages.

12.2 In the case of slight negligence, personal damage liability is unlimited. For property damage, liability is limited to a maximum of CHF 1,000,000 per claim.

12.3 For pure financial losses liability in the case of slight negligence equals not more than the resulting damages. For total payment up to CHF 250,000, liability shall not exceed CHF 50,000 per contract. When total payment exceeds CHF 250,000, liability shall amount to 20% of the total payment, however not more than CHF 500,000 per contract. Liability for loss of profits is excluded.

12.4 Special agreements must be made for aggravated risk.

## 13 Termination of contractual relationship

13.1 In the case of contract staff, the Customer can give notice to terminate the contractual relationship at any time. The period of notice is 30 days. At the request of the Customer, the Contractor agrees to cease his activity immediately.

13.2 In all other cases, contracting parties can give notice to terminate the contractual relationship at any time. The period of notice is 30 days.

13.3 In the case of severe breach of contract, the other contracting party can terminate the contractual relationship without notice at any time. The right to assert damage claims remains intact.

13.4 In the case of termination, payment is calculated on the basis of services provided.

13.5 Upon termination of the contractual relationship the Contractor shall submit all documents received from the Customer and all results, in particular those results in written or machine readable format, to the Customer without prompting.

13.6 Further contract terms shall be stipulated as required.

14 Assignment, transfer and pledge  
Rights and obligations arising from the contractual relationship may not be assigned, transferred or pledged to third parties without the prior written consent of the other contracting party. This consent may not be denied without grounds. Individual companies within a Group are not considered to be third parties.

## 15 Elements of contract and precedence

In the event of inconsistencies between the contract elements, the contractual document shall take precedence over the conditions of these Terms and Conditions. These Terms and Conditions take precedence over the offer and the offer takes precedence over the specifications requirement.

16 Applicable law and place of jurisdiction

16.1 In other respects, Swiss law shall apply to the contractual relationship.

16.2 Place of jurisdiction is the registered office of the Customer or the registered office of the Contractor if located in the same canton. The place of jurisdiction shall be stipulated in the contractual document

***If the interpretation of the General Terms and Conditions of Business for Informatics Services results in a difference due to the versions in various languages, the German version shall be authoritative.***