

1 Subject of the Contract, Services, Non-Disclosure

- 1.1 On the basis of the service contract, BYES InTec will provide the support services commissioned by the customer in the field of information and communication systems. The service contract with the respective conditions of service governs the content of the service to be provided by both parties and defines the collaboration. The scope of service can comprise the entire range of services offered by BYES InTec.
- 1.2 The contact persons listed in the service contract are authorised to declare and receive specific orders. If no fault exists, orders and assignments are to be scheduled by mutual agreement.
- 1.3 The customer's data that are seen when carrying out the service will be treated as strictly confidential.

2 Document Hierarchy

If individual parts of the contract contradict one another, their ranking shall be defined in descending order pursuant to the following: In the event of contradictions, the later provision takes precedence over the earlier one.

1. Quotation / Contract
2. General Terms and Conditions of Service & Support of the Companies of BYES InTec, ICT Services Division (Version October 2018).
3. General Terms and Conditions of Business of the Companies of BYES InTec, ICT Services Division (Version October 2018).

3 Requirements/Infrastructure

- 3.1 The customer informs BYES InTec where the ICT infrastructure and the individual devices respectively are located and ensures unhindered access to these devices.
- 3.2 BYES InTec reserves the right to award the execution of orders to third parties, whereby BYES InTec remains responsible for these orders under the service contract.
- 3.3 The customer provides the corresponding infrastructure to fulfil the service described. If remote maintenance is requested, this will be done via a separate telecommunications line used for this person, the availability of which is the customer's responsibility. The line fees thus incurred will be paid by the customer.

4 Provision of the service

- 4.1 The services indicated in the service contract will be provided by BYES InTec.
- 4.2 Services that are provided by BYES InTec outside of the service contract can be invoiced separately.
- 4.3 If an order or service under the service contract cannot be met by the customer due to poor infrastructure or other hardware-related reasons, the customer is obligated to ensure the corresponding requirements so that BYES InTec can provide its service.
- 4.4 After the service contract is signed, BYES InTec requires 4-6 weeks to prepare the fulfilment of the contract.
- 4.5 The normal working hours are from Monday to Friday, 8 am - 5 pm, excepting cantonal and national public holidays.

5 Response times

The guaranteed response times are defined in the service contract. The response time is defined as the time between a call from the customer to request an agreed service until the remote maintenance access or until the arrival of a specialist from BYES InTec if intervention on site is necessary.

6 Types of faults

- 6.1 The following are defined as 'urgent faults':

- Complete failure of the system
- Complete failure of all operators
- Fault with public network connections
- Feed failure
- Switchover to battery operation
- Complete failure of server applications

This list is exhaustive; consequently, all other faults are deemed to be non-urgent.

- 6.2 BYES InTec will attempt to provide the requested support as quickly as possible, at the latest however within the guaranteed availability pursuant to the service contract. The time for any clarifications in connection with the provision of a service will be charged to the balance of hours, if included in the contract.
- 6.3 To fulfil the response time defined in the contract, the customer must make a qualified fault report to the Call Desk. This incorporates:
- Name, company, telephone number of the customer
 - Service contract number of the customer
 - Name, telephone number of the contact person at the location where the fault has occurred
 - Symptoms of the fault
 - Time of the service failure
 - Suspected cause

7 Inspection on arrival

- 7.1 BYES InTec is entitled to carry out an inspection on arrival (cf. Clause 7.2) except if:
- a component, on delivery by BYES InTec is included in this maintenance contract directly after the expiry of the warranty period;
 - a component from an existing maintenance contract with BYES InTec is included in this maintenance contract.
 - products have been delivered to the customer solely by BYES InTec.
- 7.2 The inspection on arrival includes the elimination of faults and the integration of technical improvements to a status necessary for the fault-free provision of the service.
- 7.3 The costs of the inspection on arrival will be charged to the customer at a rate agreed beforehand. If the customer refuses the inspection on arrival, BYES InTec can withdraw from the contract without giving notice.

8 Invoicing of hours / Control

- 8.1 The hours worked will be recorded on a work report, indicating the order and the work carried out.
- 8.2 If the customer has purchased a service subscription, the services provided will be made accessible to the customer online via the Internet.
- 8.3 The customer is obligated to report complaints or matters that are unclear to BYES InTec in writing immediately after they are discovered, at the latest, however, 10 days after receipt or the booking in the online tool. After the expiry of this deadline, the time sheets of BYES InTec are deemed to be approved.
- 8.4 The minimum on-site assignment incl. travelling time is 2 hours.

9 Obligations of the customer

- 9.1 The customer must give the employees of BYES InTec access to all components of the infrastructure.
- 9.2 During the presence of the BYES InTec employees, an employee of the company who is familiar with the operations must make himself/herself available for safety reasons at the location where the components.
- 9.3 After the service contract has been signed, the customer will provide BYES InTec with current and complete documentation.
- 9.4 Amendments to the documentation are to be reported to BYES InTec in writing within 14 days and the documentation is to be provided or subsequently submitted in written or electronic form. If the amendments are not reported, BYES InTec cannot assume any responsibility for future incorrect amendments.
- 9.5 If contact persons or important telephone numbers change, the customer is obligated to report these amendments in writing to BYES InTec within 14 days.
- 9.6 Costs incurred by BYES InTec due to a breach of obligation by the customer must be paid by the customer

10 Obligations of BYES InTec

- 10.1 The services to be provided by BYES InTec are stipulated in the service contract with any appendices.
- 10.2 The customer will be informed regularly about the service assignments of BYES InTec and any proposals to optimise operations.
- 10.3 Together with the customer, BYES InTec will draw up an operational concept that defines the procedure in the event of a fault.
- 10.4 After a fault, the customer will be informed about the causes of the fault.

11 Costs / Rates / Price increases

- 11.1 The costs for basic fees, flat-rate fees and hourly rates for the agreed services are listed in the service contract. BYES InTec reserves the right to adapt the rates on an annual basis with prior written announcement.
- 11.2 All prices are net only, excl. of VAT.

12 Conditions of payment / Billing periods

- 12.1 After the contract has been signed, the costs for the agreed service are due within 30 days net. (cf. Clause 7 of the General Terms and Conditions of Business ICT Services Division of Bouygues Energies & Services InTec, version October 2018).
- 12.2 The billing period for the stand-by is done for the first time from the start of the contract until 31.12. and from thereafter always per calendar year.
- 12.3 The service subscription will be invoiced in full in advance to the customer after the contract has been signed.

13 Guarantee/Warranty

- 13.1 BYES InTec shall apply the necessary care in the provision of the service.
- 13.2 The guarantee and the period of guarantee expiry after the service contract has ended.
- 13.3 BYES InTec grants the guarantee on hardware within the framework of manufacturer or supply guarantees. The warranty on software provision only refers to



General Terms and Conditions of Service & Support of Bouygues Energies & Services InTec ICT Services Division (here in after referred to as "BYES InTec") Version October 2018

patches and supplementary versions which contain error corrections but not to functional enhancements.

14 Liability

BYES InTec is only liable for damage by the contractual partner that is directly associated with the fulfilment of the contractual obligations and which have been caused by BYES InTec or agents commissioned by it in a wilful or gross negligent manner. There is no liability for indirect consequential damage or damage to third parties e.g. the loss of data and loss of earnings. The liability for slight negligence is excluded. The liability is limited to the equivalent value of the service provided. The liability for agents and non-contractual liability are excluded.

15 Term of Contract and Termination

- 15.1 The service contract becomes legally valid when it is signed by both parties.
- 15.2 The provision of service by BYES InTec starts with the commencement of the contract, but at the earliest after handover of the system by the customer.
- 15.3 After the expiry of the term defined in the service contract, the contract is automatically renewed by another year if it is not terminated giving a period of notice of three months to the end of the term by registered letter (formal requirement).

16 Non-disclosure

- 16.1 The parties shall obligate their employees not to make available any information and documents that are mutually designated as confidential and that they receive when carrying out tasks under this agreement to third parties either in their entirety or as extracts.
- 16.2 This obligation applies to the extent and until the said information or documents become generally known without the intervention of the party obligated to non-disclosure, or have been made available by third parties without non-disclosure obligations.

17 Non-solicitation

For the duration of the contractual relationship, and within a year after it has ended, no party may solicit or recruit the services of employees of the other party, either for itself or for a third party. If this occurs nevertheless, the soliciting party shall pay a contractual penalty of CHF 50,000.00. This is subject to the filing of further claims.

18 Severability Clause

If provisions of this agreement should be or become invalid in their entirety or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be replaced by an appropriate provision that, insofar as this is legally permissible, comes closest to that which the parties would have intended according to the meaning and purpose of the agreement. This applies accordingly in the case of unintended gaps in the provisions of the agreement.

19 Amendment to the Contract

Amendments or supplements to the service contract and the General Terms and Conditions of Service must be made in writing and must be signed by both parties in a legally valid manner.

20 General Terms and Conditions of Business

The General Terms and Conditions of the companies of the BYES InTec, Division ICT Services (version October 2018) apply.