

## I. SWISSPHONE SOS

1. SWISSPHONE SOS is the designated product name for a mobile emergency call solution which can be used to alert predefined emergency services in the event of an emergency involving people or property.
2. This mobile emergency call solution was designed by Swissphone Wireless AG (hereinafter referred to as "Swissphone") and is supported by services provided by Swissphone as well as other third-party services (hereinafter referred to as "third-party services").
3. Swissphone supplies both personal work safety devices and its own SOS app and operates a central SWISSPHONE SOS emergency call platform service. Alternatively, a customer can license software for operating a private emergency call platform and use such a platform independently. Swissphone can also provide maintenance services for personal work safety devices and software.
4. Third-party services primarily comprise personal work safety devices including accessories, telecommunication services (mobile data transmission and telephony) as well as on-call telephone services (call centers). And in addition, this emergency call solution uses location signals from both Global Positioning Systems (GPS) and beacons.
5. Customers can either secure their own third-party services or use those provided by Swissphone.
6. In an emergency situation, Swissphone's SOS is a service that can help to ensure emergency services are notified earlier and/or that the service user can be located more quickly. Swissphone SOS is not intended to replace a company's conventional security measures! And neither should the service be used to replace support personnel.

## II. SCOPE OF APPLICATION

### A. Scope of these General Terms and Conditions

7. These general terms and conditions (hereinafter referred to as "GTC") regulate the contractual relationship between Swissphone and the customer as regards SWISSPHONE SOS. They apply to all legal relationships (offers, contractual negotiations, contracts) and form an integral part of any agreements concluded in respect of SWISSPHONE SOS.
8. Any provisions deviating from these GTC only become legally binding if they are expressly offered by Swissphone, or if Swissphone expressly accepts them in writing.
9. The customer's own terms and conditions and any other contractual documents are explicitly excluded. This also applies where the customer's terms and conditions or any other contractual documents form an integral part of an order or the customer's "order confirmation", and where Swissphone has been otherwise notified.
10. Swissphone has the right to change these terms and conditions, price lists, specifications and product brochures at any time. New versions will become binding upon notification to the customer if the customer does not reject to them in writing or by email within 30 days of such notification. Where the customer chooses to object, the previous versions will continue to apply. In such circumstances, Swissphone has the right to terminate the contract with four weeks' notice.

### B. Contract inception

11. Swissphone's offers, price lists, specifications and product brochures are non-binding and can be changed or revoked at any time.
12. Swissphone contracts only come into force when Swissphone confirms acceptance. Customer orders and order confirmations constitute an offer to conclude a contract. Swissphone can express acceptance either by sending confirmation or by rendering the services.

## III. SERVICES PROVIDED BY SWISSPHONE

### A. General

13. Depending on the terms of the arrangement, Swissphone provides the specific individual services listed below.
14. The precise services purchased by the customer and any further details are recorded in a customer-specific separate form (depending on the form, it may be referred to as an "order confirmation", "order form" or similar, hereinafter and regardless of the specific format, described as the "customer form"). The customer form is part of the contract.
15. The scope and detailed descriptions or characteristics of services are set out in separate specifications and product brochures. These specifications and product brochures are also part of the contract.

## B. Hardware sales and delivery

16. Swissphone sells (mobile) work safety devices including accessories to the customer for the implementation of the SWISSPHONE SOS solution. These work safety devices are manufactured by Swissphone or by third-party manufacturers.
17. The delivery of work safety devices is undertaken at Swissphone's discretion and at the customer's risk and expense.
18. The customer must check any Swissphone delivery immediately upon receipt and make any complaint in writing within 14 days. Should he fail to do so, or if he begins to make use of the work safety device, the delivery is deemed to be accepted. In the event of a reasonable complaint, Swissphone will remedy any defects at its own discretion. Any further customer rights in connection with a defective delivery are excluded.

## C. Emergency call platform

### a) SWISSPHONE SOS emergency call platform

19. Swissphone operates an electronic emergency call platform as a service for displaying, managing and forwarding emergency calls. Swissphone sets up a user account on this platform for customers who subscribe to SWISSPHONE SOS. Customers can access the SWISSPHONE SOS emergency call platform via an internet portal in order to set up their own custom configurations.
20. In the event of faults and outages on the Internet portal, customers can contact a continuously manned Swissphone hotline.

### b) Customer platform

21. If customers wish to operate their own private emergency call platform, they can obtain a software license which permits them set up an emergency call platform.
22. Swissphone grants relevant usage rights for a set period of time on payment of the appropriate one-off or ongoing license fee. Such usage rights are non-exclusive, non-transferable and do not permit sub-licensing. They allow customers to use the software for their own internal business needs for a limited number of users and/or work safety devices. Any use or operation on behalf of third parties is excluded. Any further or additional usage parameters are noted on the customer form.

## D. SOS app

23. A fully functional smartphone is required to use the SOS app. Various smartphone functions are required for the transmission of emergency calls to the SOS platform. As well as an active connection to the GSM operator, functions and features such as motion and position sensors, Bluetooth and GPS are also required.
24. Smartphone functionality requires not only an undamaged device, but also depends upon having an adequately charged battery. Furthermore, the smartphone operating system must be virus-free and fully compatible with the SOS app.
25. Software programming errors can never be entirely eliminated. In particular, programming errors can occur when the app undergoes further development in conjunction with adjustments to the operating system or hardware. In addition, software damage caused by viruses or other apps stored on a device also cannot be ruled out. In some instances, this can limit the functionality of the SOS app.
26. Swissphone develops the SOS app in accordance with "best effort" standards so that it can be used on as many commercially available smartphones as possible. However, due to the variety of devices and versions of operating systems, it is not possible to support the whole range of smartphone hardware and software available on the market. In particular, it is possible that with new versions of a smartphone certain components may have been removed and the hardware or software may have been changed. Swissphone, therefore, cannot guarantee that the SOS app is compatible with every smartphone. A lack of compatibility can mean the SOS app only operates with limited functionality or may not work at all. Please contact Swissphone direct to enquire about compatibility issues.

## E. Maintenance

27. Hardware maintenance includes an annual preventive maintenance and inspection to maintain operational efficiency. Repairs (the rectification of malfunctions and errors to restore operational efficiency) must be agreed separately on a case-by-case basis and may include the repair or replacement of defective parts and the installation of technical upgrades. Maintenance is carried out in the Swissphone workshops; customers must send the hardware concerned to Swissphone at their own risk and expense.

28. Software maintenance includes the correction of significant errors and, at Swissphone's discretion, adaptations and further development (new releases).

## F. Consultancy and integration services

29. Swissphone can provide consultancy advice and integration services in connection with SWISSPHONE SOS.

## G. Arrangement of third-party services

30. Swissphone can arrange or procure third-party services on behalf of the customer. Such arrangement or procurement is always exclusively at the customer's risk and expense. This also applies if Swissphone purchases third-party services in its own name on behalf of the customer.

## IV. CUSTOMER OBLIGATIONS

31. The customer is obliged to carry out all preparatory and support actions necessary for the provision of Swissphone services fully and correctly. In particular, customers must provide all information and materials necessary for the provision of the service in good time and also grant Swissphone the access which will be required.
32. The customer is obliged to follow the manuals and operating instructions as well as any other instructions given by Swissphone relating to SWISSPHONE SOS (hardware and SOS app).
33. The customer is also obliged to comply with all legal regulations and to take all reasonable safety precautions.
34. The customer must periodically check and test the functionality of the SOS service.
35. Swissphone will provide customers with the latest version of the SOS app via app stores. In order to make optimal use of all functions, the customer is obliged to install and use the latest version of the SOS app on their smartphone.
36. If the customer does not fulfil these obligations comprehensively and in a timely manner, Swissphone is not responsible for any non-compliance with the service contract provision. If there are delays or additional work is required, deadlines can be adjusted, and additional charges may apply.

## V. PRICES, PAYMENTS AND INVOICING

37. Swissphone provides services either on a one-off or periodically recurring basis with fixed or variable (usage-dependent) payments, or at cost. Prices and modes of payment can be found on Swissphone's customer forms or on the relevant Swissphone price lists. For services with fixed payments or cost ceilings, additional usage and expenses will trigger additional payments.
38. Unless otherwise specified on the customer form, one-off and periodically recurring payments are invoiced in advance, while payments on a cost basis are invoiced after the services have been rendered.
39. All payments are shown net in Swiss Francs or Euros (exclusive of VAT). Any taxes, shipping costs, insurance and packaging are the customer's responsibility.
40. Additional costs, such as travel expenses, fees and telecommunications costs, are not included and will result in a surcharge.
41. Swissphone customer accounts are due for payment immediately and must be settled without deduction within 30 days from the invoice date. The due date is also the expiry date. If invoices remain unpaid after 30 days, the customer will become liable for default interest of five per cent (5%) per annum and reminder fees (CHF 50.00 / EUR 35.00 per reminder) from the due date without further notice of default. In the event of late payment by the customer, Swissphone is entitled to initiate this procedure without a further reminder and to have collection carried out by a third party at the customer's expense. Where necessary, Swissphone can also withhold or suspend (additional) services.
42. Deductions from the invoice amounts to be paid (whether through offsetting against any counter-payments or for other reasons) are only permitted if the counter claim or other reason has been legally established, is undisputed or is acknowledged by Swissphone.
43. Swissphone is entitled to adjust payments at its discretion. Any adjustments will be communicated to the customer using a method chosen by Swissphone. Adjustments become binding within 30 days of notification if the customer raises no objection in writing or via email. If the customer does object, the previous payments will continue to apply. In such circumstances, Swissphone reserves the right to terminate the contract with four weeks' notice.

## VI. CONTRACT DURATION AND TERMINATION

44. SWISSPHONE SOS contracts (subscriptions, licenses, maintenance agreements, etc.) are concluded for a fixed initial period (hereinafter described as an "initial period") of twelve months. At the end of the initial period, the contract is renewed by tacit agreement for a further twelve months (hereinafter described as the "renewal period(s)"), unless it is terminated in writing by one of the parties 30 days before the end of the initial period, or the relevant renewal period, by registered letter.
45. Swissphone can terminate contracts at any time and/or discontinue its services for objective reasons without notice. The following are considered objective reasons:
- the customer violates an essential provision of these General Terms and Conditions or usage rules;
  - any delay in payment of invoices;
  - if the customer becomes insolvent, enforcement measures are taken against him, or if his economic situation changes in such a way that Swissphone's interests appear to be at risk;
  - if information is received, or there is a regulatory intervention, which suggests a possible breach of the law.
46. If Swissphone cancels a contract or terminates its services for an objective reason, the customer will owe all payments due up to the next possible termination date. Swissphone reserves the right to make any further claims. Termination does not entitle the customer to make any claims based on the fact that he can no longer make use of the services.
47. The customer's right to use SWISSPHONE SOS or any related Swissphone services ceases upon termination of the contractual relationship.

## VII. WARRANTY AND DESIGN OF SERVICES

### A. General and limitations

48. Swissphone offers no warranty whatsoever as regards the SWISSPHONE SOS emergency call solution as a whole. Swissphone warranties exclusively cover individual services or duties and do not extend to comprehensively cover several services or their interaction. Nor do they cover the overarching SWISSPHONE SOS concept as such.

### B. Hardware and software

49. Swissphone warrants that the functions as described in the respective specifications and product brochures will be essentially delivered and fulfilled for a period of twelve months (hardware) or six months (software) respectively. This warranty is expressly subject to the proviso that the hardware or software cannot be used continuously and without errors or in all desired combinations (in particular with versions of mobile phone operating systems).
50. Any warranty is void for defects and malfunctions for which Swissphone is not responsible, such as natural wear and tear, random occurrences, force majeure, mistreatment, non-compliance with the manual or operating instructions, any tampering by the customer or third parties, excessive operational demands, unsuitable operating equipment or extreme environmental influences.
51. Warranty claims must be substantiated and detailed within 14 days after the appearance of the defect or malfunction. The hardware should be sent to Swissphone at the customer's risk and expense.
52. If there is a warranty claim, Swissphone will, at its own discretion, remedy any defects by repair, replacement or otherwise free of charge. Any right to change or to qualify for a reduction is excluded.
53. Any further warranty is excluded.
54. The warranty for hardware or software from third-party manufacturers is also subject to the third-party manufacturer's own terms and conditions and the possibility of effective recourse to them. Insofar as the third-party manufacturer's terms and conditions provide less extensive warranties, these will apply. In the absence of the possibility of recourse, any warranty is void.

### C. Hardware and software maintenance

55. Maintenance services for hardware or software serve the purpose of ensuring that the functions of hardware or software as described in the respective specifications and product brochures are essentially maintained beyond the warranty period and for the duration of the maintenance. No warranties apply in this regard and are specifically excluded. Maintenance is provided as a service with no responsibility for the outcome.

**D. Service times and emergency call platform functions**

56. Swissphone always endeavors to maintain its services (in particular the operation of the SWISSPHONE SOS emergency call platform and telephone hotline) without problems during service hours. However, Swissphone cannot guarantee that service times or availability will be adhered to, nor guarantee freedom from interference in general and in particular as regards the forwarding of emergency calls and messages, and the customer is not entitled to make claims of any kind in respect of failures, delays or errors.

**E. Support, consultancy and integration, and other services**

57. Swissphone provides support, consultancy advice and integration services as well as other services, which it operates with due care and professionalism.
58. Swissphone assumes no responsibility for service outcomes (i.e. Swissphone is not obliged to provide results or findings and Swissphone does accept liability for any defects or shortcomings) unless this is expressly agreed.
59. The customer must check services for which Swissphone has accepted responsibility for the outcomes immediately after completion of the service or after receipt of notification of the service provision and should report any defects in writing within 14 days (the warranty period). Swissphone will, at its own discretion, rectify any defects if there is a warranty claim. Any right to change, to qualify for a reduction or replacement as well as any further warranty is excluded.

**F. Third-party services**

60. Swissphone expressly excludes any warranty or guarantee of its own regarding third-party services. The customer is bound by the respective third-party's contractual conditions and must direct any claims directly against that respective third party. Insofar as Swissphone could be entitled to claim against the third party and insofar as this is permissible and possible, Swissphone will assign any warranty claims and claims for compensation it is entitled to make against third parties in accordance with the relevant contractual terms and conditions for direct enforcement by the customer.

**VIII. LIABILITY**

61. Any Swissphone liability for loss or damage is excluded to the extent permitted by law.
62. In particular, Swissphone will in no circumstances accept liability for (i) damage caused by minor negligence or random occurrences, and (ii) direct or indirect damage, direct loss or indirect loss, consequential loss, loss of profits or savings, data loss, additional expenses or claims made by third parties, for business interruption, for loss of goodwill or for damage caused by delay; be it contractual or non-contractual. Swissphone is also not liable for the consequences of disruption, delay, interruption, losses or errors in the forwarding of emergency calls or messages.
63. The customer also acknowledges that SWISSPHONE is not liable for transmission services. Any claims by the customer due to poor availability, and also specifically for compensation and withdrawal from the contract, are excluded. SWISSPHONE is in particular not liable for the consequences of malfunctions, delays, interruptions, losses and malfunctions in the transmission of messages. Neither is poor availability grounds for entitlement to a reduction in subscription fees.
64. The aforementioned disclaimer does not apply to damage Swissphone caused intentionally or through gross negligence.

**IX. PROPERTY RIGHTS**

65. The customer does not acquire any proprietary intellectual property rights from Swissphone or its licensors in connection with SWISSPHONE SOS (in particular commercial property rights, copyrights or know-how). Swissphone and its licensors remain the holders of all intellectual property rights to SWISSPHONE SOS and its components, as well as all rights to related data and documentation.
66. Swissphone confirms that its services and products (especially work safety devices and software) to the best of its knowledge do not violate any third-party rights. However, Swissphone gives no guarantee that these services and products do not violate the rights of third parties.

**X. REGULATORY REQUIREMENTS**

67. If devices are connected to public networks, telecommunications regulations can apply. The customer is responsible for ensuring these regulations are observed.
68. The customer may not use any hardware or software other than that designated by Swissphone for SWISSPHONE SOS and is responsible

for having the necessary permits from the Federal Office of Communications (OFCOM) or other telecommunications authorities at all times.

69. The export of products (devices, programs, systems) may be subject to special regulations in accordance with the export regulations of the Federal Department of Economic Affairs or a corresponding foreign authority. The customer may not export or re-export products or systems in which the products are installed without having previously obtained the necessary approvals or permits in accordance with the applicable regulations.
70. If products (devices, programs, systems) are used outside of Switzerland, the customer is responsible for ensuring the products comply with the official regulations and standards applicable in the destination country regarding the import, design and operation of the products. Upon request, Swissphone will provide the customer with relevant information about the products and also copies of any certificates for the products obtained from Swissphone.

**XI. OTHER PROVISIONS AND NOTES**

**A. Third-party transmission and communication networks**

71. Information (emergency calls and messages) is transmitted via the emergency call platform across third-party telecommunications networks. Swissphone is not responsible for this transmission.
72. With regard to the information transmitted and the use of third-party telecommunications services, the customer undertakes to comply with all legal regulations and all provisions in accordance with the contract for such third-party services and agrees to take all reasonable safety precautions. In particular, telecommunications networks may not be used to distribute illegal or offensive content or to commit illegal or offensive acts. The customer is aware that transmitted information can be intercepted, manipulated or otherwise used or interfered with by unauthorized third parties.
73. The customer must ensure that the phone numbers they have specified or set up are correct. Swissphone does not check phone numbers.
74. If the Swissphone service is misused because the customer has not complied with the above provisions, he must fully indemnify Swissphone. He must also compensate Swissphone for any time it must spend on internal and external clarifications as well as for processing and answering inquiries from third parties (press, authorities, recipients of information, etc.).

**B. Technical changes**

75. Swissphone can change access to the emergency call platform or the associated interface software at any time if required for official, operational or technical reasons. If such changes result in system or product adjustments which affect the customer, Swissphone will inform the customer as soon as possible.

**C. Delivery times and deadlines**

76. Swissphone always endeavors to adhere to specified delivery times and deadlines. However, Swissphone cannot guarantee that delivery times and deadlines will be met. The customer is not entitled to make claims of any kind due to delays and/or to invoke default legal provisions.

**D. Data protection**

77. The customer gives consent for Swissphone to access the customer's data and databases as part of its service provision. The customer ensures that the consent of any third parties affected by this access will have been secured. It is up to the customer to inform Swissphone about any precautions and provisions to be observed in connection with third-party data.
78. Insofar as Swissphone processes personal data on behalf of the customer, the customer must assume and fulfil his responsibility as the owner and person responsible for this data at all times. In particular, he must determine the purpose and means of processing this data. Swissphone is solely the processor of such data and does not assume any data protection responsibilities on behalf of the customer who is the owner of this data. It is the customer's specific responsibility to ensure compliance with data protection obligations towards data subjects.
79. The customer authorizes Swissphone to process and evaluate data relating to the customer and to use it for the Group's own marketing purposes and evaluations. Swissphone is entitled to use the customer as a reference.
80. Helpful personal medical data for emergency purposes can be optionally be recorded, stored and retrieved via SWISSPHONE SOS. Depending on the configuration, such data is stored on customer systems, by Swissphone or by third parties (such as rescue control center 144). Swissphone expressly points out that all such data falls within the defini-

tion of sensitive data in data protection legislation. The customer is responsible for informing individual users that such data is stored on their systems or those of third parties, that there are certain unavoidable risks associated with the storage of such data on systems, and that such data must be kept up to date at all times. Insofar as such data is stored on systems operated by Swissphone, Swissphone will ensure the confidential treatment, appropriate protection and encryption of this data

### **E. Assignment and transfer of rights and obligations**

81. Swissphone is entitled to assign and transfer the rights and obligations arising from the legal relationship between the customer and Swissphone, individually or collectively, to other companies in the Swissphone Group or to third parties. The customer expressly gives full consent to such assignment.

### **F. Applicable law and jurisdiction**

82. All legal relationships between the customer and Swissphone are subject to Swiss law.

The Vienna UN Sales Convention (CISG) does not apply.

83. The exclusive place of jurisdiction is at the respective Swissphone headquarters. However, Swissphone is also free to call upon the competent court at the customer's registered office or place of residence. This jurisdiction clause does not apply if the customer is a consumer.