

## 1. Scope of application and structure

These General Terms and Conditions ("GTC") govern the conclusion, content and performance of contracts between Swissphone Wireless AG, Fällmisstrasse 21, 8833 Samstagern ("Swissphone") and its customers for Swissphone's products and services. The GTC form an integral part of the agreements concluded between Swissphone and the customer. Provisions deviating from the GTC are only legally binding if they are expressly offered by Swissphone or expressly accepted by Swissphone in writing.

The GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer can only become part of the contract if and insofar as Swissphone has expressly agreed to their application in writing.

The GTC supersede all previous communications and understandings between Swissphone and the customer. Swissphone is not bound by any declarations concerning its products or services unless such declarations are recorded in text form, expressly declared to be contractually binding and signed by authorized representatives of Swissphone.

The GTC consist of the following parts:

- **General part of the GTC:** Its provisions apply to all contracts for Swissphone's products or services.
- **Special part:** Product or service-specific regulations. The provisions of the special part supplement the general part and apply to the elements out of Swissphone offers which the customer specifically purchases. The special part pertains to:
  - Software-based platforms and solutions (SaaS)
  - Sale of hardware and licensing of software
  - Telecommunications services
  - Implementation projects
  - Receiving, responding to and forwarding of notifications

## 2. General part

### 2.1. Offers, acceptance and entry into force of contracts

Swissphone's offers, price lists, product descriptions, data sheets, brochures and technical documentation are non-binding unless expressly agreed otherwise and may be changed or revoked at any time.

Contracts with Swissphone only come into force after acceptance by Swissphone. Orders and order confirmations from the customer are deemed to be an offer to conclude a contract. Swissphone expresses its acceptance either by means of an order confirmation or by executing the order.

Orders by the customer and acceptance by Swissphone may be made in writing and also in text form by fax, e-mail or *electronic data interchange (EDI)* as well as by telephone.

### 2.2. Scope and content of Swissphone's supplies or services

The specific products or services purchased by the customer and further details are recorded by Swissphone in an offer, in an order confirmation or in the invoice issued on the basis of an order. Offers and order confirmations form part of the contract.

The content and detailed descriptions or characteristics of Swissphone's products or services are set out in the offer and additionally in separate data or product sheets. The offer or order confirmation refers to data or product sheets. Without specific reference, the data and product sheets available at "www.swissphone.com" apply. Data and product sheets form part of the contract.

### 2.3. Standard of performance and warranty

Swissphone generally provides its services as professional services and without responsibility for results (i.e. Swissphone is not obliged to achieve a certain success or to provide results or outcomes and there are no warranty claims). Swissphone provides these services professionally and with qualified personnel.

In the special part of these GTC or in offers made by Swissphone, a warranty may be assumed for certain services, thus making Swissphone responsible for results or outcomes. The prerequisite for this is that a warranty is expressly given as such. In this case, Swissphone's warranty and the customer's remedies in the case of defects shall be governed exclusively by the provisions of these GTC.

These GTC and in particular the special section of these GTC conclusively regulate any warranty assumed by Swissphone and the customer's remedies in the event of improper performance. Any warranty not specified in these GTC and any warranty extending beyond the provisions of these GTC is excluded.

### 2.4. Third-party services

Certain solutions proposed by Swissphone are based both on services provided by Swissphone and on services to be obtained by the customer directly from third parties (hereinafter "third-party services"). Third-party services may include, in particular,

telecommunications services (mobile data transmission and telephony), on-call services (call centers), components (hardware, software) or other services.

The customer is responsible to procure such third-party services itself, in its own name and for its own account and risk. The parties may agree that Swissphone assists the customer in the procurement process. Any associated brokerage or procurement of third-party services by Swissphone for the customer will always be solely for the account of customer and at the customer's sole risk and expense.

Swissphone expressly disclaims any warranty or liability concerning third-party services, as well as any warranty for the interaction of third-party services with Swissphone services. The customer is bound by the contractual conditions of the respective third party and must direct any claims against the respective third party.

### 2.5. Duty to cooperate and responsibilities of the customer

#### 2.5.1. General

The customer is responsible to use Swissphone's products and services in compliance with legal and contractual requirements. If specified by Swissphone, only designated hardware or software may be used.

The customer is obliged to correctly carry out all preparatory and support activities incumbent on him in relation to the services to be provided by Swissphone. In particular, the customer must provide the information and material resources required for the provision of services in good time and grant Swissphone any necessary access. The customer is obliged to follow the operating instructions and any specifications or instructions from Swissphone regarding the use of products and services and must ensure that the products and services of Swissphone are not used by unauthorized third parties.

Certain Swissphone services require the transmission of data and information to a transmitting and receiving system installed at the customer's premises. Depending on the situation, the customer must either procure, install and operate such a system itself or provide Swissphone with a transmission location for this purpose. In all cases, the customer is responsible for ensuring that the transmission location is legally compliant and that the necessary official permits for construction and operation have been obtained. The use of a customer's transmission location for a Swissphone installation will be agreed in a separate contract. The installation in question remains the property of Swissphone and may be used by Swissphone for any purpose.

If the customer does not fully or not timely fulfill its obligations to cooperate or responsibilities, Swissphone shall not be liable for any failure to provide services as per contract. In the event of delays or additional costs incurred, deadlines may be adjusted, and additional remuneration may be charged by Swissphone.

#### 2.5.2. Regulations issued by the authorities in particular

The connection to and the use of public networks may be subject to telecommunication laws or other regulations. The customer is responsible for complying with these regulations and for obtaining any necessary permits from the competent authorities if he connects devices or systems to public networks or uses such networks.

The export of devices, software or systems may be subject to Swiss export controls or those of foreign authorities. The customer may not export devices, software and systems without first obtaining the necessary approvals or authorizations in accordance with the applicable regulations.

If devices, software or systems are used outside Switzerland, the customer is responsible for ensuring that these comply with the official regulations and standards applicable in the country of destination with regard to import, design and operation. Upon request, Swissphone will provide the customer with relevant information about devices, software or systems and copies of the certificates obtained by Swissphone.

### 2.6. Prices, remuneration, invoicing and terms of payment

Swissphone provides its products and services either for one-off or periodically recurring, fixed or variable (usage-dependent) remuneration or on a time and materials basis. The prices and the type of remuneration can be found in the respective offer or order confirmation of Swissphone or otherwise in the current price lists of Swissphone. In the case of services with fixed remuneration or cost ceilings, each additional effort or cost is to be remunerated additionally. In the case of unit-based remuneration (e.g. number of users or devices), the agreed number of units determines the maximum permitted number; reduced consumption or a reduction in the number of units does not entitle the customer to a reduction.

Unless otherwise agreed, invoices will be issued in advance for one-off and recurring payments and after the services have been rendered for payments on a time and materials basis.

All prices and remunerations are net in CHF, EUR, GBP or USD and do not include VAT. Any shipping costs, insurance, duties, customs clearance and packaging shall be borne by the customer. If Swissphone is charged with corresponding costs, these must be reimbursed to Swissphone by the customer upon presentation of the related documents.

Incidental costs, such as travel costs, expenses and telecommunications costs, are not included and must be reimburse additionally.

Invoices from Swissphone must be paid within 30 days of receipt and without deduction. If invoices are not paid within the 30-day payment period, default occurs immediately upon expiry of the payment period and default interest of 5% p.a. is owed. In the event of late payment or payment difficulties on the part of the customer, Swissphone is entitled to charge reminder fees, to withhold or suspend (further) services under the contract in question and under other contracts with the customer, or to withdraw partially or fully from the contract in question. The right to assert claims for damages remains reserved.

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Deductions from the invoice amounts to be paid (whether by offsetting against any counter-claims or for other reasons) are only permitted if the counterclaim or other reason is legally binding, undisputed or recognized by Swissphone.

Swissphone reserves the right to adjust recurring remunerations at its discretion. Adjustments will be communicated to the customer in the form chosen by Swissphone. Adjustments become binding if the customer does not object to them in writing or by e-mail within 30 days of communication. If the customer objects, the previous remuneration shall continue to apply. In such a case, Swissphone has the right to early terminate the affected contracts with a notice period of three months.

Swissphone is also entitled to adjust prices that have already been agreed if components or third-party products that form part of Swissphone's products or solutions subsequently become significantly more expensive or if more expensive replacement components have to be procured due to interruptions in supply.

## 2.7. Data protection, work data and technical data

### 2.7.1. Data protection

Both parties are obliged to comply with the applicable data protection regulations. Both parties are aware that personal data about the other party, its employees and third parties involved may be processed in the course of their business relationship. Both parties agree and consent to the processing of such data for the purpose of handling and maintaining the business relationship. The parties also agree that one party may have the aforementioned data processed by third parties (who are obliged to comply with data protection regulations) in Switzerland and abroad for the purpose of contract and invoice processing and/or customer relationship management (CRM). Each party is obliged to inform its employees in advance and in a legally sufficient manner about the processing of their personal data by the other party and, where necessary, to obtain their sufficient consent.

Swissphone processes the customer's work data, which the customer transmits to Swissphone, on behalf of the customer and in accordance with the customer's instructions. The customer is obliged to inform persons affected by work data (data subjects) in advance and in a legally sufficient manner about the processing of their personal data by Swissphone and, where necessary, to obtain their sufficient consent. Swissphone is not to be qualified as the owner of any corresponding data collection, but as the customer's processor. Upon request, Swissphone will conclude a separate data processing agreement with the customer if this is required under the applicable data protection laws.

The customer agrees that Swissphone may use the contact data of the customer's employees obtained in connection with the contract (excluding the work data processed on behalf of the customer) for the transmission of marketing material by letter, telephone or email. The customer can revoke this consent at any time by notifying Swissphone.

In all other respects, the processing of personal data is governed by Swissphone's privacy policy (available at [www.swissphone.com](http://www.swissphone.com)).

### 2.7.2. Use of technical data by Swissphone

Swissphone devices, software or systems can be designed in such a way that Swissphone can access them remotely for the purposes of remote diagnosis and remote maintenance or that they automatically send messages to Swissphone. Swissphone can record technical data and read it into Swissphone's systems. This includes in particular data relating to the technical or operational status or to irregularities.

In principle, the customer is entitled to such technical data. The customer grants Swissphone a non-exclusive and irrevocable right to use its technical data in order to support the customer in the use of devices, software or systems. Swissphone is entitled to copy, store, analyze, process, filter, compare with third-party data and evaluate the technical data.

In addition, Swissphone is entitled to use the customer's technical data in anonymized form (i.e. without the possibility of drawing conclusions about the customer) with technical data originating from third parties and to merge, sort, filter, modify, analyse and store them. This in particular with the aim of obtaining relevant information or knowledge in relation to Swissphone's products and services.

## 2.8. Secrecy

Both parties are obliged, even beyond the duration of the contractual relationship, to keep secret all manufacturing and business secrets made accessible to them as well as all other confidential information, data and documents of the other party received or perceived in connection with the preparation of the offer, the preparation of the provision of services, the contract negotiations or the fulfillment of the contract. Each party may use them only for the purposes of the contractual relationship and only on a "need-to-know" basis.

The disclosure of confidential information to third parties requires the prior written consent of the other party.

## 2.9. Intellectual property rights

Swissphone or its licensors, if any, remain the owner of all rights to the products and services of Swissphone, including copyrights and patent or other intellectual property rights. The customer acknowledges these rights of Swissphone or its licensors.

Swissphone confirms that, to the best of its knowledge, its products and services do not infringe the rights of third parties. However, Swissphone does not guarantee that its products and services do not infringe the rights of third parties.

## 2.10. Limitation of liability

Swissphone's liability for damage caused intentionally or by gross negligence is not limited.

Any further or additional liability of Swissphone is excluded. In no event shall Swissphone be liable (i) for damages caused by slight negligence or accident, (ii) for direct, indirect or consequential damages, for lost profits or unrealized savings, for loss of data, for additional expenses or claims asserted by third parties, for business interruption, for loss of goodwill or for damages caused by delay and (iii) for any acts or omissions of Swissphone's auxiliary persons, whether contractual or non-contractual.

## 2.11. Duration and termination of long-term contracts

Contracts concluded for an indefinite term between Swissphone and the customer may be terminated by either party at any time with the applicable notice period to the end of a month.

Contracts concluded for a fixed initial term may be terminated by either party with the applicable notice period to the end of the initial term. If no notice of termination is given, such contracts shall be tacitly renewed for renewal periods of twelve months each until they are terminated by either party with the applicable notice period to the end of a renewal period.

The notice periods are specified in the order confirmation or in the invoice issued by Swissphone on the basis of an order. If no notice periods are specified and no notice period is indicated on "[www.swissphone.com](http://www.swissphone.com)", the notice period is 3 months and termination becomes effective to the end of a calendar year.

## 2.12. Applicable law and place of jurisdiction

All legal relationships between Swissphone and the customer are subject to Swiss law. The Vienna Convention on Contracts for the International Sale of Goods (CISG) does not apply.

The exclusive place of jurisdiction is at the registered seat of Swissphone. However, Swissphone is also free to bring an action before the competent courts at the customer's registered seat or place of residence.

## 2.13. Final provisions of the general part

If Swissphone is unable to fulfill its obligations in whole or in part for reasons beyond its control, Swissphone may, at its own discretion, terminate all or individual contracts with the customer. Swissphone shall not be liable for any loss or damage resulting from failure to fulfill its obligations for reasons beyond its control.

Swissphone is entitled to call in subcontractors to fulfill the contract. Swissphone is only liable for due care in the selection, instruction and monitoring of the subcontractors engaged, but not for the services, actions or omissions of subcontractors.

Swissphone always endeavors to meet delivery periods and deadlines specified by Swissphone. However, Swissphone cannot guarantee compliance with delivery periods and deadlines. The customer is not entitled to assert claims of any kind due to delays or to invoke default rules.

Swissphone is entitled to transfer and assign the rights and obligations arising from the legal relationship between Swissphone and the customer, or contracts as a whole, to other companies of the Swissphone Group without the customer's consent being required.

Swissphone is entitled to refer to the customer and the cooperation as part of its marketing activities. Special marketing measures such as success stories, white papers and the like will be agreed with the customer in advance where possible.

Should individual provisions of these GTC be invalid or ineffective, this shall not affect the validity of the remaining provisions and the GTC as a whole. In such a case, the invalid provisions shall be replaced by provisions that most closely correspond to the underlying intention.

Swissphone has the right to amend these GTC at any time. New versions shall become binding upon notification to the customer unless the customer objects to them in writing or by e-mail within 30 days of notification. If the customer objects, the previous versions shall continue to apply to ongoing contracts between Swissphone and the customer.

## 3. Special part

### 3.1. Software-based platforms and solutions (SaaS)

#### 3.1.1. General

Software-based platforms and solutions are operated by Swissphone as SaaS or cloud offerings. The customer is enabled during the term of the contract to use the software stored and running on the servers of Swissphone or a service provider commissioned by Swissphone via an Internet connection and for its own purposes. An installation on the customer's IT environment does normally not take place.

Swissphone provides the platform/solution for use by the customer at transfer points. Swissphone operates the platform/solution and is responsible for the computing power and storage and data processing capacities required for its use.

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The customer is responsible for establishing and maintaining the data connection between the customer's IT systems and the transfer point.

Swissphone grants to the customer a personal, non-exclusive, non-transferable and non-sublicensable right to use the platform/solution in question for the duration of the contract in return for payment of the relevant remuneration. This right of use does not transfer any rights to the platform/solution, in particular no ownership and no intellectual property rights.

## 3.1.2. Availability

Swissphone strives for high availability of its platforms/solutions, but cannot guarantee availability and cannot guarantee freedom from faults. Swissphone draws the customer's attention to the fact that restrictions or impairments of a platform/solution may occur which are beyond Swissphone's control. This includes in particular actions by third parties, technical conditions beyond Swissphone's control, including the Internet, the availability of energy and force majeure. The hardware, software and technical infrastructure used by the customer can also have an influence on the use of a platform/solution.

## 3.1.3. Troubleshooting and maintenance work

Swissphone will rectify significant disruptions to a platform/solution within a period of 24 hours where possible. A reasonable extension in individual cases remains reserved. Errors in a platform/solution will be corrected by Swissphone within a reasonable period of time. Minor errors that do not lead to any significant functional impairment are eliminated by updates that Swissphone regularly installs within defined periods. Swissphone does not guarantee that faults/errors are or can be actually rectified.

Swissphone carries out maintenance work on a regular basis. During maintenance work, the use of a platform/solution may not be possible or only possible to a limited extent. Plannable maintenance work is carried out during defined maintenance windows. If such maintenance work leads to expected interruptions that exceed the tolerance threshold defined for a platform/solution or if maintenance work needs to be carried out outside the maintenance windows, the customer will normally be notified by e-mail 14 days in advance. Non-scheduled and in particular urgent or emergency maintenance work can be carried out at any time and without prior notice. The customer will be informed of such work as soon as possible.

## 3.1.4. Technical support

Depending on the contract model, technical support is either included or optional and subject to additional remuneration. Support services are only provided to authorized persons who are registered and qualified to receive support and only such persons are entitled to submit fault reports or call up support. Reports from other persons will not be processed by Swissphone. Swissphone only accepts reports of faults or possible errors in a platform/solution and of application problems. Other reports or concerns do not have to be dealt with and may remain unanswered.

Reports can only be submitted via the channels specifically indicated by Swissphone. Swissphone processes incoming reports during the operating hours applicable under a contract model. Any specified reaction, response and other times are target times for which no guarantee is given.

## 3.1.5. Technical changes

Swissphone may change access to platforms/solutions or the associated interface software at any time if required for regulatory, operational or technical reasons. If such changes entail system or process adjustments on the part of the customer, Swissphone will inform the customer by e-mail at least 14 days in advance as far as possible.

## 3.1.6. Apps

Together with its platforms/solutions, Swissphone may make associated apps available to the customer via app stores. Swissphone updates these apps regularly and, as far as possible, corrects errors or malfunctions that have become known. As for the rest, apps are provided "as is" and to the exclusion of any warranty and liability.

## 3.1.7. General restrictions and obligations of the customer

The customer is solely responsible for the secure storage, confidential treatment and non-disclosure to unauthorized persons of his access data (e.g. e-mail address and password). The customer must take appropriate measures to prevent unauthorized access by third parties and instruct its employees accordingly. In the event of loss or disclosure of access data to third parties, the customer shall be liable for any costs or damages arising from any unauthorized use. Platforms/solutions may only be used for the customer's own purposes. Use for the purposes of third parties is prohibited. In particular, the customer is prohibited from any commercial exploitation of a platform/solution, such as reselling or making it publicly available.

Platforms/solutions may not be misused, i.e. used for purposes unrelated to business or in breach of contract. Platforms/solutions may in particular not be used to harm third parties and may not be manipulated, deceived or contaminated with third-party software (viruses, malware, programs, etc.).

## 3.2. Sale of hardware and licensing of software

### 3.2.1. Sale and delivery of hardware

Swissphone sells to the customer hardware produced by Swissphone or by third-party manufacturers. Delivery is at the discretion of Swissphone and at the risk and expense of the customer. Delivery and shipping dates are estimated and are approximate.

Title to hardware remains with Swissphone until full payment has been received. The customer is obliged to cooperate in measures to protect the property of Swissphone. In particular, the customer authorizes Swissphone to register its title in the corresponding retention of title register.

The customer must subject deliveries of hardware upon receipt to an incoming goods inspection and raise any complaints within 14 days. If the customer fails to do so or uses the hardware productively, the delivery is deemed to have been accepted. In the event of justified complaints, Swissphone will rectify defects at its own discretion. Other claims or remedies due to non-conforming delivery, in particular for damages, reduction of remuneration or withdrawal from the contract, are excluded.

### 3.2.2. Software licensing

Swissphone provides the customer with a copy of the licensed software and a copy of the associated documentation on a physical storage medium or by electronic transfer. If the licensing takes place under a rental model, the provision is merely on loan.

Licenses granted by Swissphone relate exclusively to the machine-readable and executable code of the software and to the published user manuals and documentation available for the software, and to any updates or revisions of the software that the customer obtains from Swissphone. All rights to software remain with Swissphone or its licensors and are reserved.

Swissphone grants licenses upon receipt of the corresponding license fee. The license rights granted by Swissphone are non-exclusive, non-transferable and non-sublicensable and allow the customer to use the software for its own internal business purposes within the scope of the applicable usage parameters. The software may not be made available, transferred or communicated to third parties, either for a fee or free of charge, nor may the software be used for the benefit or for the account of third parties.

The customer is prohibited from modifying, adapting, editing, disassembling, decompiling or decrypting software or parts thereof.

### 3.2.3. Warranty

Swissphone warrants for a period of two years (hardware) or six months (software) that the functions as described in the respective data or product sheet are essentially complied with. This warranty is expressly subject to the proviso that hardware or software cannot be used uninterrupted and error-free or in all desired combinations. Any further warranty is excluded.

The warranty does not apply in the event of defects and faults for which Swissphone is not responsible, such as natural wear and tear, accident, force majeure, improper handling, failure to observe the operating instructions or operating regulations, interventions by the customer or third parties, excessive use, unsuitable equipment or extreme environmental influences. In particular, the warranty does not apply if a defect or malfunction is due to the influence of third parties or a malfunction of the infrastructure, hardware or software used by the customer or if the customer or third parties (including Swissphone's sales partners) interfere with hardware or software or manipulate or modify it.

Warranty claims must be substantiated and detailed and be raised within 14 days of the occurrence of defects or faults.

Swissphone will, at its own discretion and free of charge, remedy defects by repair, replacement or in any other way if a case of warranty is present. Other claims or remedies for breach of warranty, in particular for damages, reduction of remuneration or withdrawal from the contract, are excluded.

The warranty for hardware or software from third-party manufacturers is subject to the terms and conditions of the third-party manufacturers and the possibility of effective recourse against them. Insofar as the terms and conditions of the third-party manufacturers provide for less extensive warranties, these shall apply. In the absence of the possibility of recourse, any warranty shall lapse.

### 3.2.4. Hardware and software maintenance

The purpose of maintenance services for hardware or software is to ensure that the functions of hardware or software as described in the respective data or product sheet are essentially maintained beyond the warranty period and for the duration of the maintenance. However, no warranty is given in this respect and any warranty is excluded. Maintenance services are provided as services without responsibility for results.

Maintenance services are provided on a subscription basis or against payment of time and materials.

## 3.3. Telecommunications services

### 3.3.1. General

Swissphone's telecommunications services enable the customer to transmit and receive data and information via Swissphone's paging networks or, depending on the case, via other telecommunications infrastructures.

The technical range of the Swissphone paging networks is illustrated in separate coverage maps. Coverage maps and location details are not binding and can be amended by Swissphone at any time. The indication of a range is purely informative and does not imply that there is full and uninterrupted coverage within the range. In addition, in unfavorable conditions, radio shadows may occur even in areas designated as covered, which may hinder or make reception impossible.

### 3.3.2. Availability and protection from intrusion

The availabilities of the Swissphone paging networks indicated by Swissphone are indicative values and target availabilities. Swissphone does not guarantee the availability of its paging networks or other telecommunications infrastructures and is not liable for faults, delays, interruptions, losses or malfunctions in radio operation and transmission. Claims or remedies due to inadequate availability, in particular for damages, reduction of remuneration or withdrawal from the contract, are excluded.

Swissphone takes reasonable precautions to protect its paging networks from unauthorized intrusion. However, Swissphone cannot guarantee the protection of transmitted data and information. Despite Swissphone's precautions, it cannot be completely ruled out that unauthorized persons may view, manipulate or otherwise use data and information transmitted via paging networks or other telecommunications infrastructures.

### 3.3.3. Troubleshooting and maintenance work

Swissphone will rectify significant faults in the Swissphone paging networks within a period of 24 hours where possible, and other faults within a reasonable period. Extensions in individual cases are reserved. Swissphone does not guarantee that faults can actually be rectified.

Swissphone regularly carries out maintenance work. During maintenance work, the use of Swissphone paging networks may be temporarily unavailable or only possible to a limited extent. Planned maintenance work is carried out during defined maintenance windows.

### 3.3.4. Terms of use and responsibilities of the customer

When using Swissphone paging networks or other telecommunications infrastructures, the customer must comply with the law and Swissphone's usage regulations. In particular, telecommunications infrastructures may not be used to distribute illegal or offensive content or to commit illegal or offensive acts. The customer must take appropriate measures to ensure that its access to telecommunications infrastructures is not used by unauthorized third parties.

The customer assumes sole responsibility for the content of its data and information transmitted via Swissphone. Swissphone only transmits data and information fed in by or for the customer and assumes no responsibility whatsoever with regard to the content, accuracy, timeliness, scope of services, any changes to services or the continuity of transmitted data and information.

The customer must ensure that the telephone numbers provided or set up by the customer are correct. Swissphone does not check telephone numbers.

If a claim is made against Swissphone because the customer has not complied with the above provisions, the customer shall indemnify and hold harmless Swissphone in full. The customer must also reimburse Swissphone for the time spent on internal and external clarifications and on processing and responding to inquiries from third parties (press, authorities, recipients of information, etc.).

## 3.4. Implementation projects

### 3.4.1. General

In the context of implementation projects, Swissphone provides planning, integration and implementation services for customer solutions.

Swissphone provides these services with responsibility for results if and insofar as the parties have agreed measurable fulfillment criteria and specified them in writing. If no fulfillment criteria have been specified, Swissphone provides these services as professional services without responsibility for results.

### 3.4.2. Acceptance and warranty

Implementation projects are subject to acceptance by the customer. The customer must inspect and accept the services of Swissphone after completion of the service provision or after receipt of the notification of readiness for acceptance and report any defects in writing within 14 days at the latest. If the customer fails to accept the services in good time or if the customer takes the alarm or other solution into productive use beforehand, Swissphone's services are deemed to have been approved and accepted.

The acceptance procedure must be recorded. In particular, the acceptance report must record the results of the verification of compliance with the fulfillment criteria.

Swissphone will examine reported defects and inform the customer whether they are recognized as defects and how they will be dealt with. If there are defects, Swissphone will rectify them at its own discretion and free of charge. In the case of significant defects, the customer may, in the event of repeated failure, i.e. impossibility, unreasonableness or unreasonable delay in rectification, declare that it abandons the implementation project. In this case, the contract terminates upon Swissphone's receipt of customer's notification. There will be no rescission, services rendered will remain with the customer and payments made will remain with Swissphone.

Other claims or remedies due to failure to rectify, in particular for damages, reduction of remuneration or rescission of the contract, are excluded.

### 3.5. Receiving, responding to and forwarding of notifications

As part of its services, Swissphone may receive certain specific notifications from the customer for processing, responding to or forwarding. This applies in particular to on-call access and support and maintenance services. Depending on the design of the service, customer notifications may be submitted via telephone, e-mail, portal or ticketing systems or other technical services such as bots, forums or remote access procedures.

The transfer point for all such notifications from the customer is the point at which the notification enters Swissphone's own systems. Swissphone is not responsible for the availability of the underlying services required for the submission of a notification, such as telephony or Internet (e.g. in the event of a failure of the service provider of the underlying service or in the event of a power failure). It is the customer's responsibility to ensure that notifications are actually received by Swissphone.

In general, response, processing, availability and other times are calculated exclusively from the time of handover to Swissphone and taking into account the applicable operating or standby times.