

1 Subject

- 1 These General Terms and Conditions (GTC) govern the general aspects of the business relationship for the purchase or provision of services and related deliverables from Swisscom Trust Services Ltd, Zurich, Switzerland ("STS") to its customers ("Customers").

2 Contracts

2.1 Contractual structure

- 1 These GTC form an integral part of the contracts between STS and the Customer and define the legal basis for their business relationship.
- 2 Orders or contracts essentially govern the services to be provided by STS and the remuneration owed by the Customer for them, as well as product-specific features.
- 3 References in these GTC to contracts refer to the entire contractual arrangement between STS and the Customer.
- 4 The exclusion of these GTC or the inclusion of other contractual terms and conditions to which the Customer refers in declarations, particularly orders, offers or invitations to submit offers, shall only apply if STS has explicitly accepted this in text form for the services concerned. The provision of the service by STS does not constitute such (tacit) acceptance.

2.2 Contractual components

- 1 The following are an integral component of these GTC in descending hierarchical order:
- The service description specified in the order or in the contract forming the basis for the order item in the order;
 - [STS basic document dated 01.04.2021.](#)
- 2 In the event of inconsistencies in the application of these contractual documents, the priority of the provisions shall be determined by the order in which these documents are listed.
- 3 The current version of the customer agreement in 2.2 (1) a) and b) can be found on the website <https://trustservices.swisscom.com/en/downloads/>.
- 4 Changes to these documents are communicated via the system status page, which offers subscribable messages: <https://trustservices.swisscom.com/en/service-status/>.

2.3 Conclusion of and amendments to contracts

- 1 In order to use the service, the Customer must place an order by completely and correctly filling in the order form provided by STS or the web form on the website and emailing it to the contact address indicated on the order form. The order confirmation shall be deemed to be binding contractual content unless the Customer objects within five days of delivery and demonstrates that a different agreement was made. STS is at liberty to reject orders, stating its reasons for doing this.
- 2 In addition, service contracts or other contracts may also be concluded between STS and the Customer if they have been signed by hand and sent to STS by post or signed in electronically advanced or electronically qualified form and transmitted electronically to STS.
- 3 Any additional documents must also be completed in accordance with the order, signed in a legally valid manner and attached, depending on the instructions in the document (e.g. declaration of acceptance, RA agency agreement or the agreement on the delegation of the registration authority activity of the Customer).
- 4 The Customer undertakes to provide truthful information when ordering the service.

2.4 Service description

- 1 The details of the services provided are described in the respective service description and may be further set out in the requirements of the order. The service description can be found either in the order form, the online order form at <https://trustservices.swisscom.com/en/> or in the contract document.

2.5 Contractual amendments

- 1 STS may adapt services and processes to changes in operational, business and legal circumstances, if and insofar as the adjustments relate to an interest warranting protection. This includes, for example, adjustments for
- new technical standards,

- new technologies,
- new legal and regulatory requirements,
- orders of supervisory authorities,
- adjustments in the context of new possible uses
- changes to licence models, where reasonable for the Customer,
- inflation, where reasonable for the Customer.

- 2 Technical changes to the programming interface (API) at the service access interface points in accordance with the relevant service descriptions which do not constitute a service enhancement shall be notified to the Customer six months in advance via the information portal

or free parallel access shall be made available to convert the modified or new API independently for a period of six months. Enhancements of the interface with new features may also be announced at short notice. Reports in the above-mentioned service status portal are subscribable.

- 3 If such adaptations are of high urgency, e.g. due to a high IT risk or a direct order from authorities or supervisory bodies, appropriate adaptations may be made to the interface at any time. If these adaptations on the Customer's side will result in an adaptation of the Customer application, they shall be announced at least 60 calendar days in advance.
- 4 All other contractual amendments shall be notified to the Customer by Swisscom no later than six weeks prior to the amendment by email or in writing. Insofar as the adaptations are objectively material, the Customer shall have an extraordinary right to terminate the affected contracts as of the planned date for the amendment of the contract, and the Customer shall exercise this right within 30 days of the date of notification of the adaptation. The adjustment of prices to inflation (see Section 5.7) does not constitute a material adaptation.

2.6 Effective date, term and termination

- 1 Unless the Parties agree on a mandatory signature or an individual contract, the conclusion of a contract shall take place after verification of all information in the order completed by the Reseller via email confirmation by STS. A signature may be affixed electronically in simple, advanced, qualified or handwritten form.
- 2 Contracts for recurring services shall be concluded for an indefinite term with regard to the continuous obligation contained therein and may be terminated at any time unless otherwise provided for in the order, the GTC Annexes or the contract, subject to three months' written notice to take effect at the end of a calendar month. If a minimum contract term has been agreed upon, termination is possible at the earliest at the end of this term. It is also possible to terminate individual partial services only, subject to compliance with the notice period in force in each case.
- 3 The right to terminate the contract without notice for good cause is reserved at all times. Good cause shall exist in situations including but not limited to the following:
- the occurrence of events or circumstances that make continuing the agreed cooperation under the relevant contracts unreasonable for the terminating Party, including but not limited to the persistent serious breach of material contractual duties by the other Party;
 - the official publication of an application for bankruptcy in respect of the other Party or a moratorium granted to it;
 - the incomplete payment of an advance payment or of other contractually owed collateral (see in particular Sections 5.3, 5.4 and 5.5);
 - failure to comply with the rectification deadlines as well as the failure to rectify a serious non-conformity identified in a service performed by the Customer in the context of the trust or certification service (in accordance with the recognition authority's assessment scheme pursuant to the applicable signature legislation);
 - any failure on the part of the Customer to comply with the obligations set forth in the service description that may trigger a liability case for the Trust Services.
- 4 If a breach of contract by STS can be remedied, the Customer must warn STS in writing and grant it a period of 60 calendar days to remedy the breach before the Customer declares the termination.

3 Services of STS

- 1 STS shall provide its services in accordance with the provisions of these GTC and the orders or contracts. STS shall provide its services in a professional and diligent manner.
- 2 The details of the services provided are described in the respective service description and are set out in the additional requirements of the order or contract. The service description can be found either in the online order form at <https://trustservices.swisscom.com/en/> or in the contractual document.
- 3 STS may engage auxiliaries (in particular subcontractors) in Switzerland and abroad. Swisscom shall be liable for the conduct of its auxiliaries in the same way as for its own conduct unless limited liability is indicated in the individual contract or Customer has requested the involvement of a specific auxiliary.
- 4 Unless otherwise stated in the order form, the service description or the order confirmation or contract, signature and registration services or a service linked to technical access shall be provided within 10 working days, provided that all prerequisites have been met by the Customer or are otherwise fulfilled.

4 Cooperation obligations of the Customer

- 1 The Customer must support all employees of STS or Swisscom (Switzerland) Ltd and Swisscom IT Services Finance S.E. as certification and trust services, as well as its auxiliary agents actively and in a timely manner as regards the provision of Swisscom's services, take the necessary preparatory and provisioning actions and grant the necessary access to its premises, systems and resources, as required.
- 2 The Customer is responsible for safeguarding the components and security features supplied to it by STS for the Customer's use (particularly passwords, tokens, system access information, encryption and security devices, authentication methods, etc.) and shall inform STS immediately if this cannot be guaranteed (e.g. because of disclosure of security features or unauthorised manipulation).
- 3 The Customer is further obligated to make available in a timely manner all data, information and documents that may be relevant to STS's services.
- 4 The Customer is obligated to inform STS of its currently valid postal and e-mail addresses for contractual correspondence and invoicing. STS may duly provide the Customer with information relevant to the contract (e.g. invoices, reminders, product or GTC changes, operational information such as maintenance work, etc.) by post or to the last email address provided by the Customer or through other electronic communication channels.
- 5 The Customer shall immediately report any other changes to the data specified in the order or the contract, particularly organisational data, controllers, technical and commercial contact persons, access authorisations, commercial authorisations, etc. to the contact address of STS specified in the order form or contract.
- 6 In addition, the specific cooperation obligations set out in the other contractual components shall apply.
- 7 Even if the Customer fails to comply with its cooperation obligations or fails to do so properly, STS shall endeavour to provide its services but shall no longer be obligated to do so. The Customer must reimburse STS for the resulting additional expense. The contractually agreed hourly or daily rates shall apply or, in the absence of such an agreement, standard hourly or daily rates (both hereinafter called the "applicable hourly or daily rates") shall apply. If STS is jointly responsible, each of the Parties shall bear its proportional share of the additional expense.
- 8 If, through the exercise of the right of inspection and control by Swisscom (Switzerland) Ltd, Swisscom IT Services S.E. or third parties commissioned by Swisscom at the Customer's site, the result of the control justifies the Customer bearing a price or expense or cost, as the Customer has not fulfilled its cooperation services, STS shall additionally invoice the costs of inspection and control incurred.

5 Fees and invoicing

- 1 The Customer must pay the fees specified in the orders for the services provided by STS.
- 2 Unless otherwise declared by STS, all prices are exclusive of any taxes, duties and fees. If any taxes, duties or fees are included in the prices, STS may adjust the prices accordingly at the time of any change to such taxes, duties or fees, without the Customer having a special right of termination.
- 3 If any taxes, duties and/or fees, including but not limited to withholding taxes and/or deductions, are levied by or on behalf of foreign governmental authorities on transactions under the contracts, they shall be borne by the Customer unless the Customer provides evidence of a corresponding exemption. If any

such tax or duty must be withheld or deducted from any payment made under this contract by the Customer, the Customer shall increase the payment by this additional amount so that, after the withholding or deduction of this amount, STS shall receive the amount that it would have paid absent such withholding tax or deduction. If additional taxes, duties or fees arise in relation to the provision of services abroad (e.g. due to the deployment of employees or other auxiliaries of STS at customer locations outside Switzerland), these must also be paid by the Customer. STS shall inform the Customer thereof in advance and shall endeavour to avoid/minimise these taxes, duties or fees accordingly. The Customer shall inform STS in advance of any relevant tax changes with respect to its foreign locations that are covered by the scope of services. STS shall be entitled to adjust its prices and services accordingly.

- 4 STS shall demand payments due via invoice. Invoices are payable within 30 calendar days of invoicing.
- 5 Invoices shall be deemed to have been approved by the Customer unless the Customer objects to them in writing, stating objective reasons for its objections, within 90 days of the invoice date. Any incorrect invoice items shall not entitle the Customer to withhold payment of correct invoice items.
- 6 The Customer shall be in default upon expiry of the payment period. The statutory rate of default interest shall apply. If the Customer defaults on a payment, STS may make its performance of other services contingent on payment in full of all outstanding invoices and, at its discretion, on prepayments or other types of collateral, as well.
- 7 Where no special agreement on prices has been made for services requested by the Customer, the Customer shall be charged at actual cost using the applicable hourly or daily rates.
- 8 STS is entitled to invoice the Customer for reminder fees (plus default interest). STS may also engage third parties at any time for collection purposes or may assign claims to such third parties.
- 9 Different types of services are shown separately in the invoice.

5.1 On-request fees

- 1 Certain services (e.g. signatures or identification) are offered 'on request'. Requests shall be summed up on a monthly basis and invoiced at the end of a month of service. The statement of services shall contain the number of requests made in the month.

5.2 One-off fees

- 1 One-off fees may be charged for consulting and/or one-off services or setup fees and/or connection fees at the start of the service for the customer-specific packaging of the products and/or project-specific expenses. Vouchers entitling the Customer to call up services are also purchased on a one-off basis in advance. These can be seen in the order form, in the contract or in the online order form for the service.

5.3 Monthly and annual usage price

- 1 In addition to the on-request fees, fixed annual fees may be charged for services or on-request quotas at the beginning of each contractual year or at the beginning of each subsequent month. These can be seen in the order form, the online order form or the contract. In the event of early termination of the contract, no annual fees that have already been paid shall be refunded.

5.4 Category-related monthly or annual usage prices

- 1 Monthly and annual usage prices may also be linked to an annual transaction volume requested.
- 2 The Customer may choose a category of annual transaction volumes based on its estimated transaction volume at the start of the contract. If the transaction numbers, i.e. the requests for a service, fall below the aforementioned transaction number in the category, STS may, for the following contractual year, revert the Customer to the corresponding category corresponding to its previous year's request volume, in accordance with the volume achieved in the previous year, unless otherwise agreed with STS (e.g. due to a market start that has just taken place).

5.5 Volume-linked annual usage prices

- 1 Products or transactions related to a service may be obtained for a contract term of one or more years and up to a certain order volume of service requests in exchange for prepayment by the Customer. The order volume is indicated in the order form, the contract or the online order form.
- 2 Once the order volume has been exhausted, the order volume may be increased at any time by means of a reorder. The reorder volume is added to the existing order volume at the time of the reorder. The resulting order volume shall be the basis for the new price and shall be invoiced immediately on a pro rata basis un-

til the end of the annual service period, i.e. the corresponding end of the contract year (see paragraph 6 of this Section). The cumulative order volume at the end of the contract year, if applicable, shall automatically be used as the basis for invoicing the service period of the following contract year unless the Customer objects to this.

- 3 An existing order volume must therefore be taken into account in each change order.
- 4 The Customer may reduce the order volume from the previous year at the latest 30 days before the start of the new contract year. There shall be no repayment of unused order volumes.
- 5 The minimum order quantity is indicated in the order form, the contract or the online order form.
- 6 In the event of reorders, the difference between the reorder and the previous annual payment or calculated inventory value shall be invoiced in the course of the year for each full month after the reorder until the start of the new contract year on a pro rata basis at 1/12 per month of the service period concerned at the end of the contract year.
- 7 For services, there is no technical limitation of the quantity of requests. The Customer could therefore overdraw the order volume at any time, as needed. STS shall regularly verify compliance with the order volume for the previous contract year. In the event that the order volume is exceeded, the difference between the order volume and the actual volume at the end of the billing year that has ended shall be invoiced retrospectively for the contract year that has ended. If no objection is raised by the Customer, the order volume currently existing at the end of the contract year shall also be invoiced automatically for the following contract year.

5.6 Change fee

- 1 The Customer may request changes as part of the services. These may be subject to change fees, as set out in the change form, the contract or online change form when ordering the change.

5.7 Price escalation clause and foreign currency prices

- 1 If no individual service has been purchased, the terms of the existing contract shall apply in the event of contract extensions, subject to STS adjusting the prices to the Swiss consumer price index or resetting the prices, taking account of the market situation and provided no change order has been placed in accordance with new terms.
- 2 In addition, if services are offered in a currency other than Swiss francs (CHF), STS may provide for price adjustments if the exchange rate of the offered currency to the Swiss franc has changed by more than 10%.

5.8 Other services

- 1 Services requested by the Customer, the prices of which have not been specifically agreed upon, shall be invoiced at actual cost at the standard rates of STS specified in the respective order forms.

5.9 Out-of-pocket expenses

- 1 Unless otherwise agreed, if the Customer requests services on-site, travel, meals and accommodation expenses shall be borne by the Customer and invoiced separately.

6 Receipt and acceptance

- 1 The Customer shall take delivery of all STS services immediately upon provisioning (receipt).
- 2 If an interface is put into service for the technically recurring provision of services (deliverable), the Customer shall receive a message from STS as soon as the interface is ready for use and acceptance. The Customer shall check the connection to the interface during the following 20 calendar days after notification and shall report any errors to STS.
- 3 Where so agreed, upon receipt, Customer shall normally carry out an acceptance inspection for one-off services provided under a contract for work and services. An acceptance report shall be drawn up concerning the acceptance inspection and its results. STS has the right to a written declaration of acceptance. If no acceptance inspection has been agreed upon or the Customer waives the same, the Customer must notify STS in writing of any defects within 20 calendar days of provisioning.
- 4 With a contract for work and services, STS may request acceptance of partial services, provided this is reasonable for the Customer. In this case, any defects may be asserted at the subsequent final acceptance only insofar as they were not and could not be detected during an earlier (partial) acceptance.

- 5 If the acceptance inspection identifies at least one material defect, acceptance shall be deferred. STS shall correct the detected material defects within a reasonable period of time and once again furnish the deliverable in question for approval by the Customer.
- 6 If at least one material defect is identified during a further acceptance test, the Customer shall be entitled to cancel the affected service component or, if this is not reasonable, the individual contracts or order items concerned. Any recurring services provided by STS during the term of the contract shall not be affected by the withdrawal and must be paid for by the Customer.
- 7 Non-material defects do not entitle the Customer to withhold acceptance but must be corrected by STS within a reasonable period of time. If this is not possible, the Customer shall be entitled to a corresponding price reduction.
- 8 Unless the Customer states in writing that it is withholding acceptance and identifies material defects within 20 days of provisioning of the services, the services shall automatically be deemed accepted. Services shall also automatically be deemed accepted as soon as the Customer uses the deliverables in its operations or business or causes them to be used in such.

7 Invoicing of third parties

- 1 The Customer may invoice third parties for the services it has procured. In its drafting of the contract with these third parties, the Customer shall clearly indicate that the third parties must assert their contractual claims under the contract with the Customer exclusively against the Customer and not against STS, Swisscom (Switzerland) Ltd or Swisscom IT Services Finance S.E. or other auxiliaries engaged by STS.

8 Default of STS

- 1 Unless otherwise agreed in writing, STS shall be in default after the expiry of a reasonable grace period set by the Customer in a written reminder. Deadlines shall be deemed to have been met upon provisioning of the service by STS.
- 2 If STS is in default, the Customer must set a reasonable grace period in writing for subsequent performance.
- 3 If STS also fails to comply with its performance obligation by the expiry of this period, the Customer has the right to cancel the affected service component or, if this is not reasonable, the individual contracts concerned. Any recurring services provided by STS during the term of the contract shall not be affected by the withdrawal and must be paid for by the Customer.
- 4 Non-compliance with service levels having time specifications does not fall under the provisions on default. The remaining contractual provisions (particularly Warranty) shall apply in this regard.
- 5 In the case of long-term obligations, withdrawal is prohibited. The foregoing shall be without prejudice to the right of termination for good cause.

9 Warranty

- 1 STS warrants that its services comply with the specifications, representations and characteristics objectively required for the agreed use stipulated in the contracts. The deadlines and rights as to defects defined below shall be deemed to be final, subject to mandatory statutory provisions.

9.1 Warranty for purchase contracts

- 1 STS provides a warranty to the Customer in accordance with the terms and conditions attached to the products. In the absence of such attachments, a warranty period of 12 months for hardware and three months for software/licenses shall apply as from delivery.

9.2 Warranty for one-off services provided under a contract for work and services

- 1 The warranty period shall be six (6) months from the date of effective acceptance.
- 2 If, following successful acceptance, the work is operated, maintained, or supported by STS, defects shall be corrected solely in accordance with the provisions and processes specified in the respective contract for operational, maintenance, or support services.

9.3 Rights as to defects in sales contracts and in one-off services provided under contracts for work and services

- 1 In case of a defect covered by the warranty, the Customer may initially only request remediation of the defects free of charge. If the defect cannot be rectified within a reasonable period of time in view of the cause of the defect, the Customer shall set a reasonable grace period for rectifying the defect free of charge. STS may, at its discretion, also provide a replacement in lieu of repair. If the rectification fails again, the Customer may either:
 - a) request an appropriate reduction of the price, or

- b) in the event of a material defect, cancel the affected service component or, if this is not reasonable, the individual contracts or order items concerned. If contracts with recurring services are indirectly affected by the withdrawal (e.g. operation or maintenance of the product), these services may be terminated on exceptional grounds if a factual connection exists and the aforementioned corresponding unreasonableness applies. A fee shall then be due on a pro rata temporis basis.

9.4 Warranty and rights as to defects for operating, maintenance and support services

- 1 STS warrants that it will comply with the service levels agreed in the contracts.
- 2 Services for which no other service level has been agreed upon shall be provided on a best-effort basis. "Best effort" means that STS shall strive in a manner that is appropriate and economically reasonable, using the resources available to it, to provide the services and/or troubleshooting, without, however, guaranteeing any higher quality or that any time specifications shall be met.
- 3 If STS seriously breaches the same warranted service levels more than twice within six months, this shall constitute good cause for termination by the Customer.

9.5 Warranty of title

- 1 STS warrants that its services do not infringe any proprietary rights held by third parties in Switzerland (hereinafter "proprietary rights").
- 2 If a third-party attempts to prevent the Customer from using the services of STS according to the contractually agreed terms and conditions of use based on allegedly superior intellectual property rights, the Customer shall notify STS thereof in writing within five calendar days. Subject to timely notification and reasonable support by the Customer, STS shall, at its own discretion and expense:
 - a) modify its services (including software) so that they do not (further) infringe the intellectual property rights of the third party while nevertheless fulfilling all material contractual requirements; or
 - b) provide the Customer with a licence from the third party.
- 3 If both options are impossible or disproportionate for STS, it may terminate the affected service components or contracts on exceptional grounds. The Customer shall have a corresponding right of termination if the option chosen by STS is objectively unreasonable for it. In either case, the Customer shall be entitled to compensation for damages, subject to the limitation of liability set out in Section 11.
- 4 If the third party files a claim against the Customer, the Customer shall transfer to STS the exclusive control over the conduct of the case and shall take all actions necessary for this purpose, to the extent permissible and possible under the applicable rules of procedure. Subject to the foregoing preconditions, the costs of litigation (including reasonable attorney's fees) and the damages claims of the entitled third party (including court and legal costs) attributable to such claim and finally imposed on the Customer in such proceedings or a settlement approved by STS shall be deemed direct damages of the Customer. In all other respects, Section 11 of these GTC shall apply.

9.6 Exclusions from warranty

- 1 Any warranty shall be excluded in the event of defects for which STS or any auxiliaries engaged by it are not responsible (e.g. interventions by other third parties or the Customer, force majeure). Furthermore, the contractual warranties do not apply to resources provided by Customer (in particular, software licences from a third-party manufacturer), even if these were procured by STS on behalf of the Customer.
- 2 STS makes no warranty that work developed or delivered by it (particularly customised software) and IT systems operated by it can be used uninterruptedly and flawlessly in all combinations desired by the Customer, with any given data, hardware or software.
- 3 If the Customer or any auxiliaries engaged by it hold authorisations that enable it to intervene in STS's operational responsibility (particularly admin/root rights), the service levels affected by the possibility of intervention shall be suspended. STS reserves the right to establish the technical and organisational parameters for such authorisations.
- 4 If STS provides services in relation to the analysis or remediation of alleged or actual defects that are not covered by its warranty, the Customer must pay for such services at cost and at the applicable hourly or daily rates.

10 Ownership, proprietary and usage rights, software enhancements

10.1 Ownership

- 1 Unless otherwise expressly agreed in writing, the contracts do not provide for any transfer of ownership. No adverse possession shall take place during the term of the contract.

10.2 Proprietary and usage rights

- 1 STS grants the Customer, for use by the Customer itself, a non-transferrable, non-exclusive right to use the services of STS stipulated in the contracts. The content and scope of this right are indicated in the service descriptions. In the case of services to be provided under the contract over or for a specified period of time only, this right shall be limited to the duration of the relevant contract.
- 2 If the Customer recognizes third-party products as part of STS's services, the Customer also acknowledges the terms of use and licence terms and other requirements of these third parties associated with these products and grants the third parties the right to enforce these terms directly against the Customer.
- 3 All rights to intellectual property existing or arising at the time of performance of the contract (copyright, patent rights, know-how, etc.) relating to services of STS shall be retained by STS or the third-party rights holder. Neither Party is restricted in otherwise exploiting or using this intellectual property, nor is either of them under any duty to the Customer in respect of the same. Where the Parties have created intellectual property jointly, they authorise each other permanently to use and exploit these rights independently of each other at their discretion and without restrictions as to location, subject to the duty of confidentiality. In the case of software, unless otherwise agreed in writing, the Customer has no right to the source code and shall not use or procure the same. The Customer acknowledges the legal validity of the intellectual property of STS and of any third parties regarding the services provided by STS and shall take no actions that might impair the value of the same. It shall take all actions within its means to prevent any unauthorised use.
- 4 This paragraph shall survive the termination of the contracts.

10.3 Special terms and conditions for software enhancements by the Customer

- 1 Insofar as the Customer receives software services in the form of binary code from STS and expands them with its own enhancements to a software product, it warrants
 - a) that this software enhancement does not infringe any proprietary rights of third parties,
 - b) that all applicable licences pertaining to the free and open-source software ("FOSS") used in the software enhancement are compatible with each other and that there are no licence conflicts,
 - c) that all licensing obligations of the applicable licences, in particular the FOSS used, are complied with (e.g. code adjustments are commented; licence texts, copyright statements, notice files are provided, etc.),
 - d) that the use of the FOSS or other software included in the software enhancement does not result in the binary code provided by STS being subject to the terms of a FOSS or other licence.
- 2 The Customer shall also ensure that the binary code supplied by STS is not changed. If the final software product is discontinued on a download platform (e.g. app store), the terms and conditions of these platform operators must be complied with.
- 3 If a third party, STS, Swisscom (Switzerland) Ltd or Swisscom IT Services Finance S.E. attempts to prevent the performance of its services based on allegedly superior intellectual property rights in relation to the software product, STS shall notify the Customer thereof in writing within five calendar days. Subject to timely notification and reasonable support by STS, the Customer shall
 - a) at its own discretion either modify its software enhancement so that it complies with the terms hereof and does not infringe any intellectual property rights,
 - b) at its own expense procure a licence from the third party for Swisscom, or
 - c) contest the third-party claim.
- 4 If the third-party files a claim against STS, STS shall, to the extent possible under procedural law, transfer to the Customer exclusive control over the conduct of the case and take all actions necessary for this purpose. Subject hereto, the Customer shall assume the costs of conducting the case (including reasonable attorney's fees) and compensate STS for any direct damages resulting from a final court ruling against STS. STS forfeits its claims under this warranty if it withdraws control over the conduct of the case from the Customer or fails to transfer such control to the same, particularly if STS, without the Customer's express consent, deals with third-party claims by means of settlement or admission, whether in whole or in part. The Customer shall not withhold such consent without good cause.
- 5 This paragraph shall survive the termination of the contracts.

11 Liability

- 1 In the event of any breach of contract, the Parties shall be liable for proven damages, unless they are able to show that they are not at fault. No fault shall be deemed to exist on the part of STS in cases including but not limited to:
 - a) fault on the part of the Customer or its auxiliaries;
 - b) fault on the part of third parties who are not auxiliaries of STS, as well as in the case of force majeure, provided, in any case, that STS has taken any contractually agreed measures against certain events.
- 2 The Parties' liability for damage caused through wrongful intent and gross negligence, as well as for personal injuries, is unlimited. In all other cases, for each contractual year, the Parties shall be liable for property damage and financial losses up to 100% of the binding annual fee agreed under the relevant individual contract, subject however to a maximum of CHF 50,000 per loss event. Under no circumstance shall the Parties be liable for indirect or consequential damages, including but not limited to lost profits, data or reputational losses, and third-party claims.
- 3 In connection with the hiring of services, STS is only liable for diligently selecting the employees supplied.
- 4 If contractual penalties are owed by STS for breaches of contract, Customer shall not be entitled to any further claims in this regard, including damages or a refund or reduction, as the case may be.
- 5 Any other provisions concerning STSs liability, even in documents taking precedence over these GTC, shall only apply if they make express reference to the present provision.
- 6 The foregoing provisions apply to contractual and extra-contractual claims.

12 Force majeure

- 1 The Parties understand force majeure in the context of the contracts particularly, but not exclusively, to refer to the following: Natural phenomena of particular intensity (avalanches, flooding, landslides, earthquakes, volcanic eruptions, etc.), sabotage, DDOS attacks, hacking, malware, ransomware, epidemics, power failures at the energy providers' facilities, war and acts of war, revolutions, rebellions, terrorism, riots, etc. and the measures taken against them, as well as unforeseeable official restrictions.
- 2 If a Party is unable to comply fully with its contractual obligations as a result of force majeure, it shall be released from its obligations on a temporary basis, provided it has taken any and all contractually agreed measures against certain events.
- 3 If, in such a case, adherence to the contract is objectively impossible or no longer reasonable for the other Party, it may terminate the affected services effective immediately.

13 Data protection and confidentiality

13.1 Data protection

- 1 Each Party shall process personal data relating to employees and other auxiliaries of the other Party in the context of the contractual relationship. This includes e.g. name, postal/email/IP address, telephone number, occupation/function, means of identification, copies of ID cards, etc. For purposes of performing the contract and maintaining the contractual relationship (e.g. communication, entry/access control, trouble reports, orders, invoicing, satisfaction analyses, information about new products, invitations to events, etc.), the Parties shall be individually responsible for processing this personal data on their own respective systems while using appropriate technical and organisational measures to safeguard the data. Further information can be found in the [Privacy Statement of STS](#).
- 2 For purposes of quality assurance, product development and for customised offers, STS shall also process data concerning employees and other auxiliaries of the Customer regarding the use of the services provided by STS. STS shall inform the Customer in advance of any other purposes for data processing through its communication channels, e.g. via special portals or user groups. In accordance with the requirements of data protection law, the Customer has appropriate options for consenting to or rejecting certain types of data processing.
- 3 Each Party shall comply with the provisions of the data protection law applicable to it in its own data processing when processing the personal data of employees and other auxiliaries of the other Party.
- 4 The Customer is responsible for informing the affected data subjects about the processing of the data concerning them and, if necessary, for obtaining the necessary consents (including the power to transfer the data processing to STS or the respective certification or trust service, e.g. Swisscom (Switzerland) Ltd or Swisscom IT Services S.E., if such a service is provided for).
- 5 When handling data, STS shall comply with the applicable legislation. STS only collects, stores, and processes data that is required for performing the services

and administering and managing the customer relationship, specifically for warranting a high quality of service, for the security of the operation and infrastructure, and for invoicing. However, the Customer authorises STS, in connection with concluding and executing the contract, to obtain information about the Customer and to disclose data concerning its payment history, use its data for designing and developing its products and services based on its needs and for customised offers, and process its data for the same purposes within the Swisscom Group. If a service is provided by STS in conjunction with third parties, or if the Customer obtains services of third parties under the contracts, STS may disclose data concerning the Customer to third parties, provided this is required for purposes of providing the services, is necessary for debt collection or is related to the same. In this regard, the Customer also consents to the transfer of data abroad, where deemed necessary by STS.

- 6 The data protection level in Switzerland has been confirmed by the European Commission as adequate. The requirement for the lawful transmission of data from member states of the European Union to Switzerland, namely that an adequate level of data protection is guaranteed by the receiving authority in the third-party country, has thus been met.

13.2 Confidentiality

- 1 For confidential information entrusted to STS by the Customer in relation to the use of the services (namely content data of customer applications that are stored by STS on behalf of the Customer), Section 13.1 paragraph 4, including the provision in the contract data processing, shall apply mutatis mutandis, even if it does not constitute personal data.
- 2 In relation to duties of confidentiality applicable to the Customer under special statutes, STS and any auxiliaries engaged by it shall not be deemed to be its auxiliaries within the meaning of criminal law and shall only be liable for complying with such provisions if this has been expressly agreed.
- 3 Both Parties, as well as any auxiliaries engaged by them in Switzerland and abroad for the purpose of contractual performance, collection, M&A audits, tax audits or similar normal business transactions, undertake to treat as confidential all information of which they become aware in relation to the provision of their services under the contracts or to the contractual relationship or regarding customers and business relationships of the other Party and which is not generally known.
- 4 The Parties undertake not to make this information available to third parties other than their auxiliaries except insofar as the contracts permit them to do so, the other Party expressly permits this, or this is required based on a court order or statutory duty.

14 Compliance with other laws, regulations and requirements

- 1 The Parties shall comply with the laws and regulations applicable to them. This means that STS shall comply in particular with laws and regulations applicable to STS generally as a provider of information and communication technology products and services. The Customer shall be responsible for determining and specifying the requirements under those laws and regulations that apply to its business activities. Unless explicitly contractually agreed, STS assumes no responsibility for the suitability of its products and services for compliance with the laws and regulations applicable to the Customer or its industry.
- 2 With regard to the goods procured from STS (products, software and technology), the Customer shall comply with all applicable export/import control regulations (export, import or transit of goods), particularly those of the USA, including sanctions and embargoes.
- 3 In the event of legal claims of third parties or authorities that relate to data, content, or the resources provided by the Customer (particularly software licences) or the use of the services other than in compliance with the law, the Customer shall indemnify STS, ensure an appropriate defence against such claims, and cover the costs of such defence.
- 4 If security threats, unlawful or improper use or use of equipment that cause disruptions are identified or credible evidence of such use exists or if serious non-conformities regarding the applicable signature legislation (in accordance with the assessment scheme of the recognition authority) are identified, STS reserves the right to take measures to prevent or reduce impending damage. Non-conformities shall be deemed serious if they have not been rectified by the Customer or its auxiliaries within three months of notification thereof.
- 5 STS shall inform the Customer promptly and, if possible, in advance. The measures include, in particular:
 - a) requesting the Customer to immediately and permanently refrain from or to actually prevent any unlawful or improper use of resources and to remove any resources that cause interruptions; as well as extraordinary termination for good cause;
 - b) interrupting on an immediate and temporary basis any affected contractual services (e.g. blocking access services temporarily).

- 6 The taking of such measures does not constitute a breach of contract on the part of STS unless STS itself is responsible for the cause of the interruption/threat.
- 7 The Customer is under no obligation to rectify or to cause the rectification of any non-conformities found in connection with the applicable signature legislation, but both the non-observance of the rectification periods and the non-rectification of the serious non-conformity found by the Customer shall constitute good cause for STS to terminate the Contract pursuant to Section 2.6 paragraph 3 of the GTC.

15 Consequences of termination

- 1 Both Parties shall ensure the timely return of materials (such as keys, IT and telecommunications devices, means of identification and documents), as well as spaces made available to them by the other Party during the term of the contract.
- 2 Unless otherwise specified in a contract, STS shall delete the data provided by the Customer after termination of the contract unless legitimate grounds, in particular statutory archiving obligations applicable to STS and the securing of evidence, preclude this.
- 3 In the event of termination of complex operating services, both Parties shall cooperate for the purpose of a proper handover of operations, irrespective of the reason for termination of the contract. In this case, STS shall support the Customer, where necessary and for a separate fee, in the necessary termination actions, including any migration preparations in the area of services covered by the contracts. The Customer, in turn, undertakes to inform STS of its anticipated need for assistance in good time before the end of the contract in order to enable the corresponding resource planning by STS. The Parties shall agree in good time on the services to be provided by STS in the context of termination of the contract or beyond the same.
- 4 If the Parties have agreed that one-off services already provided in accordance with the contract (such as the purchase of hardware/software, implementation projects, etc.) shall be paid by Customer as part of a recurring fee (e.g. together with maintenance or operating prices), the amounts still outstanding in respect thereof shall fall due immediately upon termination of the contract for recurring services, irrespective of the legal ground for termination.

16 Further provisions

- 1 Without an explicit agreement, neither Party is entitled to act on behalf of the other Party.
- 2 Neither Party may set off its claims without the consent of the other Party. In the event of bankruptcy and within the scope of the applicable statutory provisions, a set-off by the creditor is possible without the consent of the debtor.

- 3 The rights and obligations under the respective contracts shall not be assigned or transferred to third parties except with the written consent of the other Party. However, STS may assign and transfer the rights and obligations to another member company of the Swisscom Group, thereby discharging its respective obligations.

17 No simple partnership

- 1 The Parties agree that they are not forming a simple partnership (Art. 530 ff. CO) through the contracts. If, contrary to expectations, a simple partnership is agreed between the Parties, the termination of the contract to which it relates shall simultaneously result in the dissolution of the simple partnership. In such a case, the Parties are not obligated to pay contributions of any kind or to make any additional contributions. Participation in profits or losses is prohibited. Each Party bears its own costs and risks.

18 Severability clause

- 1 If any part of a contract proves invalid or void, this shall not affect the validity of the remaining provisions or the continued validity of the respective contracts and the other contracts. The invalid or void provision shall be replaced by a valid provision that is as consistent as possible with the intent of the Parties.

19 Changes to the GTC

- 1 STS reserves the right to amend the GTC at any time. The relevant amended version shall be published on the website <https://trustservices.swisscom.com/en/> in good time before it comes into effect and shall be notified through the system status page: <https://trustservices.swisscom.com/en/service-status/>.
- 2 The amended GTC shall be deemed approved unless the Customer objects in writing within one month of receipt. An objection shall be deemed to constitute notice of termination of the contract and shall automatically result in the dissolution thereof.

20 Applicable law and jurisdiction

- 1 The Parties' contractual relationship, including these GTC and all contracts based thereon, are subject to Swiss law exclusively. The Parties waive the conflict of laws rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 2 The Parties agree that the courts of Zurich shall have exclusive jurisdiction over any and all disputes arising from or in relation to the Parties' present contractual relationship, i.e. the legal relationship based on the contracts, including these GTC.