



1 Subject

- 1 These General Terms and Conditions for the Resale of Services (hereinafter: GTC Reseller) govern the contractual relationship between Swisscom Trust Services Ltd, Konradstrasse 12, 8005 Zurich, Switzerland (hereinafter: "STS") and the Reseller (hereinafter: "Reseller") concerning the resale of services of STS.

2 Contracts

2.1 Contractual structure

- 1 These Reseller GTC form an integral part of the contracts between STS and the Reseller and define the legal basis for their business relationship.
- 2 Orders essentially govern the services to be provided by STS and the remuneration owed by the Reseller for them, as well as product-specific features.
- 3 References in these Reseller GTC to contracts refer to the entire contractual arrangement between STS and the Reseller.
- 4 The exclusion of these Reseller GTC or the inclusion of other contractual terms and conditions to which the Reseller 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 elements

- 1 The following are integral components of these Reseller GTC in descending hierarchical order:
 - a) The service description specified in the order or in the contract forming the basis for the order;
 - b) STS basic document dated 01.04.2021.
- 2 In the event of inconsistencies in the application of these contractual documents, the provisions of the prior documents shall take precedence over the provisions of the subsequent documents.
- 3 The current versions of the documents in 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 Allocation of roles

- 1 In the event of resale, the Reseller shall make the services of STS available to third parties with its own employees or auxiliaries, if applicable in conjunction with its own application or other applications. In doing so, it sells the services directly to the "End Customer" who uses the service, or it sells them to the End Customer through other "Intermediaries". Both are performed in the context of a service agreement (hereinafter the "Reseller's Service Agreement"; see Section 2.6 regarding the content). In both cases, this is the "Reseller's Contractual Partner." The right of use shall be transferred to the Reseller's Contractual Partners.
- 2 If an application (e.g. signature or registration application) that is technically connected to the Swisscom certification or trust service used, the party that uses or operates this application responsibly shall primarily be referred to as the "Subscriber" and the application (hereinafter the "Subscriber Application") shall be a regulatory part of the Swisscom trust service.
- 3 In its contractual relationship with the End Customer, the Reseller shall be at liberty to be the operator of the Subscriber Application and thereby assume the role of the Subscriber or to entrust the operation to an Intermediary or the End Customer himself. In the case of signature services, the Subscriber

is the purchaser of the STS service. The End Customer may receive additional services even if he is not a Subscriber.

- 4 Furthermore, between the Subscriber and the certification and trust Service, e.g. Swisscom (Switzerland) Ltd, there is always a direct contractual relationship based on regulatory grounds regarding further declarations and contracts, e.g.
 - a) "Declaration of Acceptance" for the operation of a Signature Application at the remote signature interface;
 - b) "RA Agency Agreement" for the operation of the RA app for the registration of new potential signatories for the signature service,
 - c) "RA Delegation Agreement" for the operation of an external registration authority,
 - a) "Agreement for the Provision of a Release Solution for Seal Creation" for a signature application for the qualified or regulated seal.
- 5 The need to conclude such additional contracts shall be indicated in the order form or in the contract between STS and the Reseller.
- 6 At the same time, the Reseller shall ensure the flow of information between STS or the certification and trust service, as applicable, and all participating Subscribers.

2.4 Conclusion of contracts and placement of orders

- 1 In order for STS to provide the service, the Reseller must place an order by completely and correctly filling in the order form provided to it by STS or published on the partner page of the STS website <https://trustservices.swisscom.com/en/downloads/> for each Subscriber and send it to STS at the address indicated in the order form. The Reseller shall ensure that any further agreements that must be concluded directly between the relevant certification or trust service (e.g. Swisscom (Switzerland) Ltd) and the Subscriber (e.g. declaration of acceptance or agreement to delegate the registration authority activity) are completed and validly signed by the Subscriber, including all necessary attachments. For all forms, the Reseller shall always use the current templates, which are available on the website at <https://trustservices.swisscom.com/en/downloads/>
- 2 STS is at liberty to reject orders, stating its reasons for doing this.
- 3 In addition to orders based on the order forms, service contracts or other contracts may also be concluded between STS and the Reseller if they have been signed with an advanced or qualified electronic signature and transmitted electronically to STS or, in exceptional cases, signed by hand and delivered to STS by mail.

2.5 Amendments to the Agreement

- 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
 - a) new legal and regulatory requirements,
 - b) new technical standards;
 - c) new technologies,
 - d) orders of supervisory authorities,
 - e) adjustments in the context of new possible uses
 - f) changes to licence models, where reasonable for the Reseller,
 - g) inflation, where reasonable for the Reseller.



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 Reseller six months in advance via the information portal

<https://trustservices.swisscom.com/en/service-status>

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 aforementioned portal are subscribable.

- ² 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 Subscriber's side will result in an adaptation of the Subscriber application, they shall be announced to the Reseller at least 60 calendar days in advance.
- ³ All other contractual amendments shall be notified to the Reseller by STS via email or in writing no later than six weeks prior to the amendment. Insofar as the adaptations are objectively material, the Reseller shall have an extraordinary right to terminate the affected contracts as of the planned date for the amendment of the contract, and the Reseller shall exercise this right within 30 days of the date of notification of the adaptation. The adjustment of prices to inflation (see Section 10.7) does not constitute a material adaptation.

2.6 Contract between the Reseller and the Reseller's contractual partners

- ¹ Prior to concluding the contract, the Reseller shall be obliged to explain to its contractual partners the contractual structure with the various parties involved and the necessary contracts to be concluded directly with the certification or trust service, as the case may be. In the event of any uncertainty, the Reseller shall contact STS, which shall clarify the matter to the Reseller within a reasonable period. The Reseller shall ensure that questions regarding the contract structure are addressed to STS by the Reseller itself and not directly by the Intermediary, End Customer or Subscriber.
- ² The Reseller may transmit the content of the service description unchanged or together with the Reseller's own service descriptions as part of its service offering included in the Reseller's service contract. The Reseller shall ensure that the service commitment to the Subscriber does not exceed the services contractually agreed by STS with the Reseller in accordance with the service description. Apart from that, the Reseller is at liberty to design its offerings.
- ³ If the Reseller or an Intermediary of the Reseller promises the End Customer or the Subscriber more extensive services than those defined by STS in the service description, the Reseller shall indemnify STS in full and without limitation of liability for all damages and potential claims incurred by STS in this regard.
- ⁴ The following points must be observed:
 - a) The Reseller shall ensure that the terms of the contracts with the Subscriber (minimum term, termination options, notice periods, etc.) are structured such that they do not conflict with the provisions of the order placed with STS.
 - b) Furthermore, the Reseller shall ensure that no party other than the Reseller asserts contractual claims against STS, Swisscom (Switzerland) Ltd or Swisscom IT Services Finance S.E. under its commercial contracts. The Reseller shall have unlimited liability to STS for any damages resulting from a breach of this obligation.

2.7 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 in exceptional cases in 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 in the order or contract, subject to three (3) 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 only individual partial services, 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:
 - a) 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;
 - b) the official publication of an application for bankruptcy in respect of the other Party or a moratorium granted to it.
 - c) the incomplete payment of an advance payment or of other contractually owed collateral (see in particular Sections 10.3, 10.4 and 10.5);
 - d) failure to comply with the rectification deadlines and failure to rectify any serious non-conformity identified in the context of the certification or trust service (according to the recognition authority's assessment scheme pursuant to the applicable signature legislation);
 - e) any failure on the part of the Subscriber to comply with the obligations set forth in the service description or any other obligations of the Reseller that may trigger a liability case for the trust services.
- ⁴ If a breach of contract can be remedied by a Party, the other Party must warn such Party in writing and grant it a period of 60 calendar days to remedy the breach before declaring the termination.

3 Services of STS

- ¹ STS shall provide its services in accordance with the provisions of these Reseller GTC and the orders. 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 may be additionally set out in the requirements of the order.
- ³ STS shall accept from the Reseller regulatory declarations of acceptance and contracts that are fully completed and signed by the Subscriber and shall secure the necessary signatures from Swisscom (Switzerland) Ltd and Swisscom IT Services Finance S.E.
- ⁴ 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 the Reseller has requested the involvement of a specific auxiliary.
- ⁵ Unless otherwise stated in the order form, the service description or the order confirmation, signature and registration services or a service linked via a technical interface ("technical service") shall be provided within 10 working days, provided that all prerequisites have been met by the Reseller and the Subscriber or End Customer, as applicable, or are otherwise fulfilled.



3.1 Training and marketing materials

- ¹ STS shall train the Reseller in relation to the sale of the services. STS shall provide the necessary documentation and marketing material, FAQs as well as the service descriptions and the regulatory contract templates for the certification and trust services (e.g. declaration of acceptance).

3.2 Test and demo environment

- ¹ Upon request, STS shall provide a test and demonstration environment for the Reseller and Subscriber of the trust service free of charge. STS declines any warranty and, to the extent permitted, excludes any liability for the performance of the service on the test and demonstration systems.

3.3 Support services

- ¹ STS shall provide enhanced support to the Reseller, where the latter can obtain support services for its Intermediaries, Subscribers and End Customers by indicating the contract number. On its public website at <https://trustservices.swisscom.com/en/service-status/> Swisscom shall make information available regarding planned maintenance, system interruptions and technical information about updates.

4 Cooperation obligations of the Reseller

4.1 Participation in the placement of orders

- ¹ For agreements concluded directly between the certification and/or trust service provider and the Subscriber, the document templates of the certification or trust service provided by STS must be used without alteration. Furthermore, these agreements may not be modified by agreements or arrangements made between the Reseller and the Subscriber.
- ² The Reseller shall receive the signed acceptance declarations and contracts of the Subscriber and send them to STS together with the order form. In doing so, the Reseller shall ensure that the content of the declaration is consistent with the order.
- ³ The Reseller is prohibited from placing orders with a non-current template of acceptance declarations or other regulatory agreements. The link in the order form always refers to the current templates. The Reseller shall have unlimited liability to STS for damages arising from a breach of this duty, unless the Reseller can prove that it is not at fault (since STS itself is liable to the certification and trust service).
- ⁴ The Reseller shall immediately report any changes in the data specified in the order, 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.
- ⁵ The Reseller undertakes to provide truthful information when ordering the service.
- ⁶ The Reseller is obligated to regularly attend training provided by STS on the basics and novelties of the service offered and the pricing and marketing strategy as well as onboarding.
- ⁷ The Reseller must support STS or the 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 reasonably necessary access to resources included in the performance of the services, as required.
- ⁸ The Reseller is responsible for safeguarding the components and security features supplied to it by STS for the Reseller's use (particularly passwords, tokens, system access information, encryption and security devices, authentication methods, etc.) and shall inform STS immediately if this protection cannot be guaranteed (e.g. because of disclosure of security features or unauthorised manipulation).

- ⁹ The Reseller is further obligated to make available in a timely manner all data, information and documents of its End Customer and Subscriber that may be relevant to STS's services.

- ¹⁰ The Reseller is obligated to inform STS of its currently valid postal and e-mail addresses for contractual correspondence and invoicing. STS may duly provide the Reseller 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 Reseller or through other electronic communication channels.

- ¹¹ In addition, the specific cooperation obligations set out in the other contractual components shall apply.

- ¹² Even if the Reseller 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 Reseller 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.

- ¹³ 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, the result of the control justifies the Subscriber bearing a price and expense, as the Subscriber has not fulfilled his cooperation obligations, STS shall additionally invoice to the Reseller the costs of inspection and control incurred.

4.2 Integration

- ¹ The Reseller shall support the Subscriber and End Customer in integrating the interface(s) or shall ensure support through suitable partners. This also applies to any adaptations of the interface to the services distributed by STS. In doing so, the Reseller shall also ensure the upgrades and release changes of the Subscriber application.

4.3 Support

- ¹ The Reseller shall ensure the necessary support organisation for the Subscriber, End Customers and Intermediaries up to 2nd Level Support. This includes informing all parties involved about planned maintenance work and system failures.
- ² If the Reseller is unable to guarantee the provision of support to the Subscriber, End Customers and Intermediaries, and they avail themselves in particular of the 1st Level Support from STS, STS reserves the right to charge for this support according to standard market conditions.
- ³ The Reseller shall train its employees for effective support in relation to the STS services or the Swisscom services offered by STS.

4.4 Reseller's duties of care

- ¹ The Reseller shall ensure that any notifications by the Subscriber, particularly changes in its specified organisational data, controllers, authorised agents, etc. as well as all notifications concerning configuration changes to the access data, compromising of accesses, security-related incidents or any access certificates, are immediately forwarded to STS so that STS can assess them with regard to a notification duty, particularly in the case of security-related and operational incidents, and fulfil its notification duty within 24 hours after the occurrence.

4.5 Protection of infrastructure by the Subscriber

- ¹ In its contractual relationship with the Contractual Partner, the Reseller shall ensure that all Subscriber applications which are connected to a programming interface with the systems of STS or Swisscom (Switzerland) Ltd or Swisscom IT Services Finance S.E. are protected according to the state of



the art against unauthorised access or manipulation. The Reseller shall also ensure that the Subscriber always keeps the software components up to date (update/patching).

5 Exclusivity

- ¹ The Reseller shall ensure that the Subscribers have their legal domicile in Switzerland, the EU or the EEA. Extensions of the contract territory must be accepted by STS and governed in a written addendum to the contract.
- ² The Reseller may not derive any exclusive rights from the rights granted here, particularly with regard to a specific contract territory or certain End Customer groups.

6 Expertise of the Reseller

- ¹ The Reseller has expertise in the field of information security and has in particular already implemented other projects in this area (protected access to data-sensitive applications). It has good knowledge of the area of implementation of the service and of the related regulations and laws.
- ² The Reseller shall safeguard the interests of STS and Swisscom. It shall endeavour to achieve high end customer satisfaction in relation to the resale of the services offered by STS.

7 Use of advertising and information materials

- ¹ STS grants the Reseller a limited, non-transferable and non-exclusive right to display the "Swisscom" or "Swisscom Trust Services" brand and product logos for the services offered and its Reseller status with STS for advertising in connection with the service offered. This right shall be limited to the duration of the contract with the Reseller. Thereby the rights of ownership to the trademark and the logo shall remain with Swisscom.
- ² The Reseller in turn shall send STS its own logo and a description of its service for the website and inclusion in the reference list of STS. Where possible and desired, the Reseller shall write a success story concerning its successful use of the service sold by STS and the Reseller and shall send it to STS for publication on its website or in a jointly agreed public release. The Reseller grants STS and the Swisscom Group a limited, non-transferable and non-exclusive right to display the Reseller's trademark and logo as well as product logos for the products or services offered in connection with the STS resold services and its Reseller status for advertising in connection with the STS service in its advertising materials and on its corporate websites.
- ³ Each party is authorised to use the printed matter or other communication materials made available to it by the other party, provided that these remain unchanged and taking account of any Corporate Identity and Corporate Design (CI/CD) guidelines of which it is made aware. These requirements shall be clarified in advance together with the Parties through the contact persons specified in the order or in the contract.
- ⁴ The use of the elements and designations of the respective other party's logos and entities shall be approved by both Parties in advance by email on the basis of a mock-up.
- ⁵ Any previously granted approval to use these items may be revoked at any time and without any specific formalities and shall be deemed to have been revoked upon termination of the Reseller's activity for STS.

8 Duty to provide information

- ¹ Except as prohibited by statutory or contractual confidentiality obligations, the Reseller shall inform STS promptly concerning any circumstances, developments, incidents and findings that may be relevant for STS in connection with the performance of the contracts or for the contractual relationship as a whole.
- ² STS shall inform the Reseller regularly about relevant product developments and about the roadmap or other findings that may be relevant to the contractual relationship.

9 Special terms and conditions for software enhancements

- ¹ Insofar as the Reseller receives software services in the form of binary code from STS and expands them or causes them to be expanded with its own enhancements into a software product, the Reseller 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 Reseller 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 Reseller thereof in writing within five calendar days. Subject to timely notification and reasonable support by STS, the Reseller shall
 - a) at its own discretion either modify its software enhancement or cause it to be modified so that it complies with the terms hereof and does not infringe any intellectual property rights,
 - b) or at its own expense obtain a licence from the third party for STS,
 - 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 Reseller exclusive control over the conduct of the case and take all actions necessary for this purpose. Subject hereto, the Reseller 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 Reseller or fails to transfer such control to the same, particularly if STS, without the Reseller's express consent, deals with third-party claims by means of settlement or admission, whether in whole or in part. The Reseller shall not withhold such consent without good cause.
- ⁵ This paragraph shall survive the termination of the contracts.

10 Fees and invoicing

- ¹ The Reseller 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 Reseller 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 Reseller unless the Reseller 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 Reseller,



the Reseller 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 locations of the Reseller, End Customer, Subscriber or Intermediary outside Switzerland), these must also be paid by the Reseller. STS shall inform the Reseller thereof in advance and shall endeavour to avoid/minimise these taxes, duties or fees accordingly. The Reseller 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 Reseller unless the Reseller 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 Reseller to withhold payment of correct invoice items.
- 6 The Reseller shall be in default upon expiry of the payment period. The statutory rate of default interest shall apply. If the Reseller 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 Reseller, the Reseller shall be charged at actual cost using the applicable hourly or daily rates.
- 8 STS is entitled to invoice the Reseller 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.

10.1 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 project-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.

10.2 Monthly and annual usage price

- 1 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.

10.3 Fees per user

- 1 Services are provided to an End User. In this remuneration model, a flat rate is charged per end user and month. This covers all calls for services by this end user in the month, unless the maximum number of calls is limited in the order form, the contract or the order form on the website.

10.4 Fees per Active User

- 1 Services are provided to an End User. In this remuneration model, a flat rate is charged per end user and month, provided that the end user has requested the service at least once. This covers all requests for services by this end user in the month, unless the maximum number of requests is limited in the order form, the contract or the order form on the website. If no service has been accessed, no fee will be charged for that month.

10.5 On-request fees («Postpaid model»)

- 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.

10.6 Volume-based usage prices («Prepaid model»)

- 1 Certain services (e.g. signatures or identifications) are also offered "volume-based". Volume-based usage prices are linked to an annual or multi-year ordered volume of services ("volume of service units") and are invoiced monthly. The minimum order quantity and prices for the pre-orderable volumes of service units can be found on the order form, the contract or the order form on the website. The Reseller may order a certain volume of one or more Services in accordance with its estimated volume of Service Units at the beginning of the contract and commit to a minimum contract period.
- 2 Each Service shall correspond to a corresponding number of Service Units as listed in the order form, contract or order form on the Web. The Reseller shall then be free to use the units freely for the ordered services.
- 3 In the case of multi-year contracts, the volume of service units shall be divided as binding over the contract years ("yearly contractual volume"). The total volume of service units is always linked to the contract period. If no specific allocation is made, the volume of service units shall be allocated equally pro rata temporis to the contract years.
- 4 Paid and unused service units expire at the end of each contract year or at the end of the contract prior to any extension of the contract or upon termination of the contract. In the event of premature termination of the contract for good cause or due to contract optimisation, service units not yet paid for but already used shall be charged in proportion to the ordered volume of service units at the conditions of the terminated contract.
- 5 During the committed term of the contract, the ordered or contractual annual volume cannot be reduced, unless the Reseller simultaneously concludes a new contract with the same or longer contractual periods, in which the volume of service units is increased by at least 10% compared to the terminated contract ("contract optimisation").
- 6 During the minimum contract period, there is the possibility of adjusting the ordered volume of Service Units, as well as the contract period at the beginning of each new contract year (hereinafter "Contract Optimization"). Such Contract Optimization may include either a volume increase or a volume decrease. The resulting price adjustment will be applied to the new contract year and any subsequent years. Payments already made will not be refunded. The following conditions apply to Contract Optimizations:
 - a. A desired Contract Optimization must be submitted in writing to the email address of Swisscom Trust Services specified in the contract no later than three months before the beginning of the new contract year.
 - b. A volume increase or volume decrease is possible if at least 20% of the preceding or the contract to be optimized has been paid and the volume increase or decrease is at least 10% of the previous volume.
 - c. In the event of a volume increase or decrease, the future prices for the remaining contract years will be determined based on the resulting new ordered volume summed up since the beginning of the contract and the corresponding contract duration.
 - d. Premature termination of the contract before the expiration of the originally agreed minimum



contract period is permissible, subject to a notice period of three months at the end of a contract year, provided that the difference amounts are paid, which result from the fact that the contract was not concluded from the beginning with the term until the termination date and the service units were thus obtained at a lower price. Swisscom Trust Services will issue a final invoice after the termination of the contract, which lists the corresponding additional payment.

- 7 The transaction volumes may be used by the Reseller for different customer projects and divided among them. They shall apply to all projects ordered by the Reseller from STS. Existing customer contracts can be converted to the prepaid model by noting this in the contract. For this purpose, the date of the contract, optionally the contract number and the designation of the connections of these contracts must be stated. The regulation shall be applied as of invoicing of the following month after the notice.
- 8 If the contract is not terminated at least three months before the end of the contractual period, the contract is automatically extended for a further contractual period as before with the same volume of service units. The monthly price is equal to the total price for this contractual period divided by the number of months of the period. Notwithstanding the foregoing, a new contract with a different transaction volume and different contract periods and a correspondingly adjusted allocation of yearly contractual volumes may also be concluded if the contract is terminated in due time.

10.7 Change fee

- 1 The Reseller 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.

10.8 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%.

10.9 Other services

- 1 Services requested by the Reseller, 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.

10.10 Expenses

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

11 Receipt and acceptance

- 1 The Reseller 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 (technical service deliverable), the Reseller shall receive a message from STS as soon as the interface is ready for use and ready for acceptance. The Reseller shall check the connection to the interface or cause it to be checked during the following 20 calendar days after notification and shall report any errors to STS.

- 3 Where so agreed, upon receipt, the Reseller 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 Reseller waives the same, the Reseller 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 Reseller. 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 Reseller.
- 6 If at least one material defect is found during a further acceptance test, the Reseller shall be entitled to withdraw from the affected service component or, if this is not reasonable, then from 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 Reseller.
- 7 Non-material defects do not entitle the Reseller to withhold acceptance but must be corrected by STS within a reasonable period of time. If this is not possible, the Reseller shall be entitled to a corresponding price reduction.
- 8 Unless the Reseller 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 Reseller uses the deliverables in its operations or business or causes them to be used in such.

12 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 Reseller 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 Reseller 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 Reseller has the right to withdraw from the affected service component or, if this is not reasonable, then from 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 Reseller.
- 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.

13 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.



13.1 Warranty for purchase contracts

- ¹ STS provides a warranty to the Reseller 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 (3) months for software/licences shall apply as from delivery.

13.2 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.

13.3 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 Reseller 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 Reseller 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 Reseller may either:

- a) request an appropriate reduction of the price, or
- b) in the event of a material defect, withdraw from the part of the affected service component or, if this is not reasonable, then from the individual contracts 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.

13.4 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 Reseller.

13.5 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 Reseller from using the services of STS according to the contractually agreed terms and conditions of use based on allegedly superior intellectual property rights, the Reseller shall notify STS thereof in writing within five (5) calendar days. Subject to timely notification and reasonable support by the Reseller, 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 Reseller with a licence from the third party. If both options are impossible or disproportionate for

STS, it may terminate the affected service components or contracts on exceptional grounds. The Reseller shall have a corresponding right of termination if the option chosen by STS is objectively unreasonable for it. In either case, the Reseller shall be entitled to compensation for damages, subject to the limitation of liability set out in Section 15.

- ³ If the third party files a claim against the Reseller, the Reseller's contractual partner, the End Customer or the Subscriber, the Reseller shall ensure that STS obtains exclusive control over the conduct of the case, and the Reseller 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 Reseller in such proceedings or a settlement approved by STS shall be deemed direct damages of the Reseller. In all other respects, Section 15 of these GTC shall apply.

13.6 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 Reseller or force majeure). Furthermore, the contractual warranties do not apply to resources provided by the Reseller (in particular, software licences from a third-party manufacturer), even if these were procured by STS on behalf of the Reseller.
- 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 Reseller, with any given data, hardware or software.
- ³ If the Reseller 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 Reseller must pay for such services at cost and at the applicable hourly or daily rates.

14 Ownership, proprietary and usage rights

14.1 Ownership

- ¹ Unless otherwise agreed in writing, there shall be no transfer of ownership. No adverse possession shall take place during the term of the contract.

14.2 Proprietary and usage rights

- ¹ STS grants the Subscriber designated by the Reseller in the order a limited, non-transferable and non-exclusive right to use the services of STS agreed in the contracts. The Subscriber is also permitted to make services or partial services of STS available to its end users.
- ² 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.
- ³ If the Reseller recognizes third-party products as part of STS's services, the Reseller 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 Reseller.
- ⁴ 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 is restricted in otherwise exploiting or using this intellectual property, nor is either of them under any duty to the Reseller in respect



thereof. 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 Reseller has no right to the source code and shall not use or procure the same. The Reseller 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.

5 This paragraph shall survive the termination of the contracts.

15 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 Reseller, the Reseller's contractual partner, the Subscriber or End Customer or the auxiliary agents thereof;
- 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, the Reseller 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 STS's 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.

16 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.

17 Data protection and confidentiality

17.1 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 Reseller regarding the use of the services provided by STS. STS shall inform the Reseller 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 Reseller 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 Reseller 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 Reseller authorises STS, in connection with concluding and executing the contract, to obtain information about the Reseller 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 Reseller obtains services of third parties under the contracts, STS may disclose data concerning the Reseller 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 Reseller 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.

17.2 Confidentiality

1 For confidential information entrusted to STS by the Reseller in relation to the use of the services (namely content data of customer applications that is stored by STS on behalf of the Reseller) Section 17.1 paragraph 4 shall apply mutatis mutandis, even if the information does not constitute personal data.

2 In relation to duties of confidentiality applicable to the Reseller 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 Resellers 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.

18 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 Reseller 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 Reseller or its industry.
- 2 With regard to the goods procured from STS (products, software and technology), the Reseller 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 Reseller (particularly software licences) or the use of the services other than in compliance with the law, the Reseller 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 are identified (in accordance with the assessment scheme of the recognition authority under the applicable signature legislation), 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 Reseller or its authorised contractual partner, the End Customer or the Subscriber within three (3) months of notification thereof.
- 5 STS shall inform the Reseller promptly and, if possible, in advance. The measures include, in particular:
 - a) requesting the Reseller 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) the immediate and temporary suspension of affected contractual services (e.g. temporary blocking of access services).
- 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 Reseller 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 Reseller or Subscriber shall constitute good cause for STS to terminate the contract pursuant to Section 2.7 paragraph 3 of the GTC.

19 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 Reseller 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 Reseller, 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 Reseller, 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 the Reseller 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.
- 5 The consequences of the termination of the contract in connection with the prepaid model are set out in section 10.6 of these GTC.

20 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.
- 4 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.
- 5 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.

21 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 force and shall be communicated via the system status page:



<https://trustservices.swisscom.com/en/service-status>.

- ² The amended GTC shall be deemed approved unless the Reseller objects in writing within one (1) month of receipt. An objection shall be deemed to constitute notice of termination of the contract and shall automatically result in the dissolution thereof.

22 Applicable Law and Place of Jurisdiction

- ¹ The Parties' contractual relationship, including these Reseller 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 Als Gerichtsstand für allfällige Streitigkeiten aus oder im Zusammenhang mit der vorliegenden Vertragsbeziehung der Parteien, d.h. dem Rechtsverhältnis aus den Verträgen einschliesslich dieser AGB, wird ausschliesslich Zürich vereinbart.