



General Terms and Conditions (GTC)

Valid from: 01.07.2024

1. Scope and applicability

1.1 These General Terms and Conditions ("GTC") govern the conclusion, content and processing of contracts for IT services between adesso Schweiz AG, hereinafter referred to as "adesso", on the one hand, and the customer on the other (adesso and customer hereinafter referred to individually as "Party" or jointly as "Parties").

1.2 The GTC in the version valid at the time of conclusion of the contract form an integral part of the contractual relationship between adesso and the customer.

1.3 These GTC shall apply unless expressly agreed otherwise in writing in the contract. Should there be any contradictions between the contract and the GTC, the contract shall prevail in the first instance and the GTC in the second instance. The customer's general terms and conditions of business or delivery shall not apply, even if reference is made to them in an order or in other documents.

2. Definition of terms

2.1 "IT services" are the services contractually agreed with the customer, in particular consulting and project services as well as other services. The type and scope of the IT services provided by adesso are defined in the contract and any offer referenced therein.

2.2 "Consulting services" are general consultations, analyses, training, coordination services, evaluation consultations, strategic planning, support with acceptances, etc.

2.3 "Project services" are in particular programme developments, programme adaptations, migrations and system integration services carried out by adesso.

2.4 "Services" are recurring, defined services for which operating services, maintenance and servicing are provided by adesso.

2.5 "IT systems" are the entirety of equipment, including hardware, software, systems, cables and facilities, which are provided by adesso and made available to the customer.

2.6 "Third-party cloud services" are services provided by a third party as a cloud offer. Unless expressly agreed otherwise, adesso acts as the contracting agent for the integration of third-party cloud services. adesso represents the customer vis-à-vis the third party, whereby the contract with the third party is concluded directly between the third party and the customer.

3. Quotations and order placement

3.1 IT services are offered by adesso on the basis of a functional specification, a project order or a written offer. If there is no functional specification or if the specified requirements are not sufficient for a quotation, the customer can commission adesso to develop the basics for a fee as part of a preliminary project with the involvement of the customer.

3.2 Unless otherwise specified in the quotation, adesso remains bound for 30 days from the date of the quotation. With the submission of a written order or at the latest with the acceptance of a quotation, the customer recognizes the applicability of these GTC.

3.3 Amendments or additions to the contract shall be made in writing.

4. Execution

4.1 adesso guarantees that the products and contractual services supplied by it have the agreed properties, as well as those properties which the customer may expect in good faith, even without special agreement, in accordance with the current state of the art at the time the contract is concluded (unless otherwise stated in the contract).

4.2 The project services are carried out using recognized project management methods.

4.3 adesso shall inform the customer of all circumstances that jeopardize the contractual fulfilment. adesso shall also inform the customer of all further developments that make a change to the services appear appropriate for technical or economic reasons.

4.4 adesso commits itself and its personnel to comply with the customer's company regulations, in particular the house rules, provided that these were communicated to adesso in writing before the contract was concluded.

5. Support and cooperation obligations of the customer

5.1 The customer shall create the conditions within their area of responsibility to ensure that adesso can fulfil its contractual obligations. In particular, they shall provide adesso with the necessary information about operational processes. They shall provide all relevant information and make any specified customer systems available. They grant adesso the necessary access to their premises and provide suitable workstations if required.

5.2 The customer shall immediately notify adesso of any circumstances that jeopardize the contractual fulfilment or make a change to the agreed services appear appropriate.

5.3 The customer shall create the prerequisites for the fulfilment of the contract that are within its sphere of responsibility and shall fulfil its obligations to cooperate at its own expense.

5.4 Insofar as the untimely, incorrect or incomplete fulfilment of the customer's obligations to cooperate affects the provision of adesso's services, adesso is released from its obligation to perform to the corresponding extent. adesso will issue the customer with a warning upon discovery and is entitled to charge the resulting additional costs according to actual expenditure.

5.5 The customer must inform adesso of any existing technical or other facilities (e.g. water or gas supply facilities) that could be damaged during the installation or operation of the IT system.

5.6 If adesso is to carry out installations on the customer's premises, the customer must inform adesso of any health and labour risks and recommend the necessary safety regulations.

5.7 adesso reserves the right to interrupt the connection to all customer installations or to discontinue the provision of services

on site if, in its opinion, these could endanger persons or cause material damage to the property of adesso or third parties or significantly impair the quality of the services. adesso shall inform the customer immediately in such cases.

5.8 In the case of third party cloud services, the customer must declare their consent to the corresponding conditions of the third party.

6 Testing and acceptance

6.1 Consulting services are deemed to have been provided as soon as adesso has carried out its activities in accordance with the order description. Incomplete orders will be completed or improved in consultation with the customer and the costs will be charged accordingly. Only in the case of proven careless provision of consulting services by adesso will this be rectified free of charge. The customer shall set adesso a reasonable grace period in writing.

6.2 Project services are deemed to have been provided as soon as adesso has completed them in accordance with the specifications set out in the project order and handed them over to the customer and the following acceptance provisions have been complied with. The customer shall carry out acceptance immediately after handover of the project services. The acceptance procedure is based on the acceptance specifications as defined in the project order. The customer is responsible for carrying out the acceptance and providing the necessary test data; adesso will provide appropriate support. An acceptance report to be signed by both Parties will be prepared for the acceptance. It records which non-material defects are to be rectified or due to which material defects the acceptance is to be repeated in whole or in part. If defects are identified during acceptance which do not prevent the use of the agreed project services, the customer shall grant the acceptance in question without asserting a reduction, subject to rectification within the warranty period. If adesso does not succeed in rectifying the defect despite a reasonable grace period set twice, the customer is entitled to deduct a reduction in value agreed with adesso from the remuneration. Cancellation, substitute performance or compensation are excluded. If the customer does not carry out the acceptance within 10 working days and a grace period set by adesso, the project services are deemed to have been accepted. If the customer uses project services in full or in part productively without carrying out the relevant acceptance, the project service is also deemed to have been accepted without the need for an acceptance protocol.

6.3 After installation and commissioning of a service, adesso releases the service (approval).

7 Hiring of services

7.1 The hiring out of services by adesso is governed by the Federal Law on Recruitment and the Hiring of Services (*Arbeitsvermittlungsgesetz, AVG*). adesso is responsible for the necessary authorisations and contracts for the persons deployed, as well as the necessary registrations with the social insurance institutions.

7.2 In the case of hiring of services, adesso is only liable for the careful selection (professional and personal suitability) of the persons employed by the customer. The customer is responsible for the correctness and appropriateness of the assignments given to the hired personnel as well as for the monitoring and control of the services to be provided by them.

8 Deployment of personnel / provision of services by third parties

8.1 adesso only deploys carefully selected and appropriately trained personnel.

8.2 adesso is authorized to have services performed by third parties. It is responsible for the careful selection, instruction and monitoring of third parties.

8.3 The use of third parties in projects is listed in the quotations and contracts.

9 Remuneration

9.1 adesso announces the cost types and cost rates in its quotation. The applicable rates are agreed in the respective contract.

9.2 All prices are exclusive of the applicable statutory value added tax.

9.3 All invoices are payable without any deductions within 30 days of invoicing.

9.4 If adesso provides the services on a time and material basis, it shall provide the corresponding service reports together with the invoice.

10 Rights

10.1 Proprietary and usage rights

10.1.1 The rights to the hardware, standard and customized software provided by adesso to the customer as part of its services, including source code, programme description and documentation in written or machine-readable form, belong to adesso or third parties. Insofar as third parties are entitled to the rights, adesso guarantees that it has the necessary usage and distribution rights.

10.1.2 The customer is granted a non-exclusive and non-transferable right of use for the duration of the contract, for use within the scope agreed upon in the contract. The right to lend or reproduce the software provided to third parties and the right to copy or modify it is expressly excluded. The transfer of licences requires the consent of adesso. Software that is not licensed by adesso is subject to the licence conditions of the respective manufacturer, which are made available to the customer on request.

10.1.3 The customer is responsible for the proper licensing of all software products that they make available to adesso for the provision of services within the scope of the customer system. In particular, the customer shall ensure that any licence transfer regulations of the licensor are complied with. The customer shall indemnify adesso against any third-party claims due to alleged or proven licence infringements, insofar as adesso is not responsible for such infringements.

10.2 Rights to work results arising from orders and projects

10.2.1 Unless otherwise agreed in the contract, the intellectual property rights and work results created within the framework of the contracts belong to the Party that created the rights.

10.2.2 The Parties shall grant each other the right to use these work results free of charge for the duration of the contract to the extent necessary for the fulfilment of the contract. Both Parties

shall be granted the right to use, process and exploit work results created as part of a project without any time or place restrictions.

10.2.3 In the case of joint creation, the rights belong jointly to both Parties, although each Party may exercise its rights independently of the other Party.

10.2.4 Ideas, processes and methods that are developed by adesso in collaboration with the customer during the provision of services belong jointly to both Parties and can be used and utilized by them as desired and independently of each other, subject to the reservation of pre-existing intellectual property rights of the other Party and in compliance with confidentiality in accordance with section 11.

11. Warranty

11.1 Material warranty

11.1.1 adesso warrants that

- a) it provides its services carefully and in accordance with the contract;
- b) it complies with the specifications and the service levels agreed in the individual contracts;
- c) its products have the expressly warranted characteristics when used in accordance with the contract and are not afflicted with defects that cancel or significantly restrict their suitability for the agreed use.

11.1.2 In the event of a defect, the customer may demand rectification free of charge. adesso shall rectify the defect within a reasonable period at its own expense.

11.1.3 If adesso has not carried out the requested rectification of defects, or has not done so on time or successfully, the customer can make a deduction from the payment corresponding to the reduced value. The right to cancellation, substitute performance or compensation is excluded.

11.1.4 In the event of defective project services, the customer has the right to demand rectification free of charge within a reasonable period of time. If the defect cannot be rectified within the grace period, the customer shall set another grace period appropriate to the cause of the defect to rectify the defect. If the rectification fails definitively, the customer may conclusively instead of the statutory claims:

- a) in the case of a non-material or obstructive defect (i.e. defect class "low", "medium" or "high"), demand a reasonable reduction in the agreed remuneration for the project service;
- b) withdraw from the project contract or the corresponding project service in the event of a significant defect (i.e. defect class "critical"). Services or partial services that have already been rendered essentially free of defects and can be used by the customer in a reasonable manner shall be remunerated in full and shall not be affected by any cancellation of the contract. Claims for damages in accordance with clause 12 remain reserved. The customer shall have no claims to substitute performance.

11.1.5 If a critical service level defined in a contract (hereinafter "**Managed Services Contract**") is not met, adesso must

rectify the defect immediately, at its own discretion, by repair or replacement. Parts removed in the course of rectification or replacement delivery become the property of adesso. If an attempt at rectification or a replacement delivery fails or does not take place within a reasonable period of grace, the customer may, at his discretion:

- a) continue to demand fulfilment, or
- b) demand a reduction in payment. adesso remains obliged to provide services in accordance with the contract. Any further liability is excluded. Any further liability is excluded. If the Managed Service Contract provides for service level credits, the reduction shall be made by paying the corresponding service level credits.

The customer is obliged to discuss the grace period with adesso before it is set and to take its interests into account appropriately. If adesso is not in a position to provide the Service again in accordance with the contract after the grace period granted in writing, the customer is entitled to terminate the relevant Managed Service Contract extraordinarily in accordance with section 15.2.

11.2 Exclusion of warranty

adesso is released from its warranty obligations if and insofar as defects are not attributable to it, in particular in the case of:

- a) unauthorized changes to the agreed conditions of use and operation by the customer;
- b) unauthorized interventions in the software by the customer if the software is changed by such interventions;
- c) defects or claims that are attributable to the use of the software in conjunction with other systems, software or data that do not originate from adesso;
- d) operating errors or negligent behaviour on the part of the customer;
- e) defects or claims arising as a result of voltage faults in the supply line; or
- f) if the customer does not make backup copies of locally stored programmes and data.

11.3 Duration of the warranty

The warranty period for one-off services is three months from successful acceptance.

For continuous services, the warranty ends with the completion of the respective service.

11.4 Warranty of title

11.4.1 adesso warrants that its services do not infringe any third-party property rights.

11.4.2 As soon as the customer becomes aware of a possible infringement of property rights, they will inform adesso. The customer shall leave the independent defence against the claim and its settlement to adesso within the framework of the applicable procedural law, provide adesso with all available information and grant adesso all support and authorisation for the

defence against such a claim and shall not settle such legal disputes by means of a settlement without the prior consent of adesso.

11.4.3 adesso's liability for third-party claims as a result of breached legal warranty obligations is limited to claims arising from legally enforceable court or arbitration judgements that have been settled by the customer with adesso's consent or whose existence has been recognized by adesso. adesso will also compensate the customer for reasonable attorney's fees incurred in the aforementioned court or arbitration proceedings. The prerequisite for this is that the customer immediately notifies adesso of the assertion of such a claim, grants it the authority to independently defend against the claim and its settlement, provides all available information at its own expense and grants it all support and powers of attorney to defend against such a claim and has not settled such legal disputes without the prior consent of adesso.

11.4.4 If the third party has obtained or threatens to obtain a prohibition against the customer from obtaining or using certain or all services, adesso shall, at its discretion:

- a) replace the services with other, non-infringing services; or
- b) adapt the services so that they no longer infringe the rights of third parties,

always provided that the contractually essential functionalities of the services are maintained and such a replacement or adaptation is carried out without significant impairment of the customer's operational processes.

11.4.5 If neither a replacement nor an adjustment can be effected, the customer can terminate the corresponding service or partial service extraordinarily.

11.4.6 adesso is not liable for acts of infringement or claims that are attributable to the use of an IT system in conjunction with other systems, software or data that were not provided by adesso.

11.5 Warranty for third-party cloud services

11.6 In the case of third-party cloud services, only the warranty provisions agreed between the customer and the third party shall apply. adesso excludes all material warranties and warranties of title.

12. Confidentiality

12.1 The Parties undertake to maintain the confidentiality of facts and data that are neither in the public domain nor generally accessible. This obligation shall also be imposed on third parties involved. When using Third-party cloud services, the third party's confidentiality obligations shall be governed solely by the contract between the customer and the third party. In case of doubt, facts and data must be treated confidentially. The confidentiality obligations exist before the contract is concluded and also after the contractual relationship has ended or the agreed services have been fulfilled. Statutory duties of clarification and information remain reserved.

12.2 adesso may disclose the fact and the essential content of a request for quotation to possible subcontractors to be commissioned, but must otherwise treat the request for quotation confidentially.

12.3 Advertising and publications about project-specific services require the prior written consent of the other Party, as does the naming of the other Party as a reference.

12.4 Applicable data protection regulations must be complied with.

13. Liability

13.1 adesso is liable to the customer for any damage caused by it and its auxiliary persons in connection with the contractual relationship unless it proves that neither it nor the auxiliary persons are at fault. Unless otherwise agreed in the contract, liability shall not exceed half of the order value. The maximum liability is CHF 1 million.

13.2 To the extent permitted by law, adesso's liability for indirect and consequential damages, loss of profit, unrealized savings, operating and/or production downtime, additional expenses, loss of data and third-party claims is excluded.

13.3 Any liability for force majeure is excluded. In the event of force majeure, adesso shall not be in default with its services affected by this and agreed deadlines and dates shall be extended accordingly. "force majeure" is defined as events beyond the control of adesso or its auxiliary persons, which they could not avoid despite exercising due care and whose consequences they could not avert, such as in particular war, war-like conditions, unrest, terrorist acts, environmental disasters, epidemics, pandemics, strikes, government actions and measures, prolonged failure of the external power supply or cyber attacks.

13.4 adesso shall notify the customer in writing in advance of any interruptions to system operation for the purpose of maintenance and modification work. Plannable interruptions are to be carried out outside the customer's working hours if possible. The customer cannot assert any claims for reimbursement or damages in connection with interruptions. Otherwise, adesso has the fundamental right to utilize the defined maintenance windows freely.

13.5 The customer is liable for all damage caused to adesso as a result of the use of the contractual IT system contrary to care or instructions. The customer is liable for damage to the IT system in its care in accordance with statutory regulations.

13.6 In the case of third party cloud services, only the liability provisions agreed between the customer and the third party shall apply. adesso excludes all liability for third party cloud services.

14. Non-solicitation

14.1 The Parties undertake not to actively entice away any employees or other contractually obligated persons of the other Party during their contractual relationship and for six months thereafter.

14.2 If one Party hires an employee or other contractually obligated person of the other Party in violation of clause 14.1, the violating Party shall owe a contractual penalty in the amount of one gross annual salary of the person concerned, unless otherwise agreed.

15. Termination of contractual relationships

15.1 Contracts may be terminated in writing by either Party at any time to the end of a calendar month. The notice period is 6 months.

15.2 In the event of a serious breach of contract, the other Party may terminate the contractual relationship at any time without notice if the breach of contract, insofar as it is remediable, is not remedied despite written notice, a warning of extraordinary termination, and the granting of a reasonable grace period. Claims for damages due to untimely termination remain reserved. Compensation for loss of profit is excluded.

15.3 After termination of the contractual relationship, adesso must hand over all documents received from the customer as well as all work results, both written and machine-readable, to the customer.

16. Assignment

16.1 Rights and obligations arising from the contractual relationship may not be assigned, transferred or pledged to third parties without the prior written consent of the other Party. Consent may not be refused without good reason. Individual companies within a group of companies are not deemed to be third parties.

17. Applicable law and place of jurisdiction

17.1 The contractual relationship shall be governed by Swiss law to the exclusion of the conflict of laws provisions and the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980).

17.2 The exclusive place of jurisdiction is Zurich, Switzerland.