



These General Terms and Conditions ("GTC") apply to all services and/or sales of equipment which the CID company named in the order (hereinafter "CID") provides or delivers for the customer. Terms and conditions of the customer are expressly excluded.

## 1. Order and Term

### 1.1

A Service Contract ("Order") consists of an Order Confirmation, an Order Form (also known as an "Order Form"), Service Description(s), a Service Level Agreement ("SLA"), (where applicable) Service Specific Terms and Conditions and these T&Cs. If the documents contain conflicting information, the order of precedence set out above shall apply.

### 1.2

An "Order Confirmation" from CID for the purposes of the above provision is (a) a communication from CID confirming that the relevant Order Form has been accepted, or (b) a communication advising of the expected date of provision, or (c) the Order Form itself with a countersignature from CID.

### 1.3

The Order shall take effect on the date of the Order Confirmation. Subsequent termination or amendment of the Order is only possible if provided for in these T&Cs and may result in early termination charges under clause 9.1. Unless otherwise agreed, the Minimum Contract Period for the Service shall be 12 months from the date on which (a) the Service is made available as notified by CID to the Customer (the "Ready for Use Date" or "RFU Date") or (b) the Customer uses the Service for other than testing purposes or (c) the Customer, in CID's opinion, causes a delay by breaching its delivery date cooperation obligations under clause 6.2 or fails to agree a new delivery date under clause 6.3 ("Initial Term"). Prior to the expiry of the Initial Term, the Order may only be terminated in accordance with Clauses 2.1, 6.1, 6.2, 6.3, 9.2, 9.3 or 11.3. After expiry of the Initial Term, the Order shall remain in force indefinitely unless terminated in accordance with Clauses 2.4, 9.1, 9.3 or 11.3.

## 2. Prices

### 2.1

The prices are agreed in the order; otherwise the current standard prices of CID apply. If a third party is required for the installation of a service, the costs for this third party, which are included in the prices, are subject to a site inspection, review or confirmation by the third party. Such site visits, reviews or confirmations may result in a change to the Charges. Such changes will be passed on in full to the Customer as a change in price and CID will notify the Customer of any such change in price before the Order is ready for handover. In the event of an increase in the Price, the Customer will notify CID whether it will either (a) accept the increase or (b) terminate the Order (or the relevant Partial Service) in accordance with clause 9.4. From the time of information about a price increase, CID is no longer obliged to continue the handover of the order until the Customer makes a declaration according to (a).

### 2.2

Unless otherwise stated, all prices agreed in the order are exclusive of VAT.



### 2.3

CID may charge the customer interest on all overdue amounts at the rate of 5 per cent per annum above the base rate of the Swiss National Bank for each day of delay.

### 2.4

CID may change the prices agreed for the provision of the Services in the Order at any time after the expiry of the initial term by giving the Customer two months' notice before the adjustment takes effect. This change shall be deemed to be accepted unless the Customer terminates the affected Order(s) in writing in the event of a price increase; the termination shall take effect at the end of this two-month period.

### 2.5

Prices may be changed at any time, provided that the change of laws or official regulations makes it necessary.

## 3. Payment

### 3.1

Payments are due 10 days from the invoice date.

### 3.2

CID shall transmit invoices to the customer by e-mail or in an electronic format, unless transmission by post has been agreed. The format of an invoice does not affect the customer's payment obligation under clause 3.1, nor CID's rights under clauses 2.3 or 5.

### 3.3

Invoices shall be deemed to have been accepted if no justified objection is raised within 30 days of the invoice date. Irrespective of this, in the event of an objection, the customer must in any case pay the undisputed part of the invoice when due.

### 3.4

CID may limit the maximum amount a customer may owe CID at any time ("Credit Limit"). CID will inform the customer of his respective credit limit. CID may change this at any time. If CID does not notify the customer of its Credit Limit, it will be zero and all prices will be payable in advance.

## 4. Fraud

### 4.1

The Customer will not use the Services for fraudulent or illegal purposes and must ensure that appropriate safeguards are in place to prevent others from doing so, whether in connection with the Customer's Equipment or otherwise. The responsibility for fraudulent acts and any costs or prizes resulting therefrom rests solely with the Customer. Unless CID has given its express written consent, any liability or other responsibility of CID for configuration, use or operation of the customer's equipment is excluded.



## 5. Interruption of Services

Notwithstanding any other rights or remedies available to CID, CID may discontinue the provision of Services: (a) by giving 7 days' notice (or longer if any law so provides) if the Customer fails to pay any invoice when due or if the Customer breaches any other provision of the Order; or (b) immediately if the Customer's credit limit is exhausted or CID has reasonable grounds to suspect that the Services are being used for fraudulent or illegal purposes.

## 6. Service and Operation

### 6.1

A Service is deemed to be handed over from the RFU date or, if earlier, from the date on which the Customer uses the Service for other than testing purposes, unless the Customer notifies CID in writing within 5 working days from the RFU date that it considers the Service to be inoperable for objectively justifiable reasons and justifies this claim. CID will thereupon try to remove the obstacle to the handover and give a new RFU date and the Service will only be deemed to have been handed over if the process described at the beginning is gone through again. If the Customer still notifies CID at the second (or further) handover attempt that it does not consider the Service to be ready for operation for objectively justifiable reasons, then either party shall be entitled to terminate the Order in whole or in part in accordance with clause 9.4.

### 6.2

The Customer shall support CID to the necessary extent, reasonably and free of charge (including providing the necessary information, access to all sites as well as the necessary permits), i.e. to perform the so-called delivery date cooperation obligations, and to ensure that third parties also perform the delivery date cooperation obligations to the necessary extent so that CID can perform the Services and meet the binding provision date ("CID Promised Date" or "CPD"), including the installation of equipment from CID or from the Customer. CID may require written confirmation from the Customer documenting the right to enter sites. If there is a delay in the RFU Date of more than 30 days from the issuance of a "Task Delay Notification" (which is an email generated from CID systems notifying the Customer of delays) due to a breach of the delivery obligations attributable to the Customer, CID may, at its sole discretion, terminate the Order or allow the Initial Term to commence and charge the monthly rates (whether or not the Customer is able to use the Service due to the delay) after the expiration of such 30 day notice.



### 6.3

If CID postpones the service handover at the customer's request (consent to this cannot be forced), there will be no change to the installation and service prices that apply from the RFU date. If CID does not want to or cannot agree to a postponement, it will inform the Customer immediately and if no agreement can be reached on a postponement and any changed costs within five days of the transmission of the information, then CID is entitled to terminate the order (in whole or in part) in accordance with clause 9.4 or to allow the initial term to commence and to charge the monthly prices.

### 6.4

Ownership and other rights to the equipment set up by CID for the provision of services at the customer's site or at the site of third parties shall in any case remain with CID and the customer shall comply with reasonable instructions of CID in connection with the equipment as well as handle the equipment with care and ensure that third parties also comply with such instructions and behave accordingly.

### 6.5

If equipment is sold, the risk is transferred to the customer at the time of handover. Title and ownership shall remain with CID until full payment of the purchase price due.

## 7. Warranty and Service Levels

### 7.1

CID warrants that the Service will be provided in accordance with the Order with reasonable care and skill.

### 7.2

If the Service does not meet the contractual requirements, (a) CID will restore the Service in accordance with the SLA or - if no SLA exists - within a reasonable period of time; (b) the Customer may request Service Credits in accordance with the SLA.

### 7.3

When selling equipment, CID will make every effort to pass on to the customer any warranty (of whatever nature) granted to CID by the supplier of the equipment.

## 8. Intellectual property

Unless expressly agreed otherwise in writing, no intellectual property rights are granted to the Client.



## 9. Termination / Cease

### 9.1

Either party may terminate an order in whole or in part by giving 90 days' written notice to the end of a calendar month, such notice to take effect no earlier than the end of the initial term. The customer shall pay the invoice amounts until the termination takes effect.

### 9.2

At the request of the customer, CID can agree to a termination (and in particular: disconnection) of a service before the end of the term, provided that the agreed prices are paid until the end of the initial term and irrespective of the early termination.

### 9.3

Either party may terminate an Order in whole or in part with immediate effect in writing: (a) if the other party is in serious breach of the relevant terms of the Order (including non-payment by the Customer of any price due) and, if the breach is capable of remedy, fails after written notice to remedy such breach within 30 calendar days; or (b) if the other party becomes insolvent, becomes bankrupt or ceases to carry on business.

### 9.4

Notice of termination under clauses 2.1, 6.1, 6.2 or 6.3 must be given in writing by the terminating party and shall take effect from the date of termination unless a later date is specified in the notice.

### 9.5

In the event of termination under clauses 6.1, 6.2 or 6.3, the Customer shall pay the Early Termination Charges, which shall consist of the following: (a) all fixed prices that would have been payable by the Customer during the first 12 months of the Contract if the Contract had not been terminated early (excluding prices already charged and paid by the Customer prior to the Termination Date which remain valid in their own right); and (b) all costs of third party services already charged to CID or to which CID had already committed at the time of termination (to the extent that such costs relate to Services during the Initial Term and beyond). It is clarified that these payments shall be made without prejudice to any claims for damages which the Parties may have against each other.

## 10. Limitations of liability

The liability of the parties is neither limited nor excluded under these GTC in the following cases:

### 10.1.1

Damage attributable to fraud.



#### 10.1.2

Deaths or personal injuries caused by the negligence of the parties (or their representatives);

#### 10.1.3

in the event of gross negligence or wilful misconduct; or

#### 10.1.4

unless liability can be limited or excluded under the law.

#### 10.2

The liability of CID and its affiliates for any and all claims, expenses or damages arising out of any breach of this Order or any legal obligation, wrongful act or other conduct shall be limited to 100% of the amounts actually paid to CID under this Order in any Contract Year. The "Contract Year" in this context shall commence on the date of the Order Confirmation or the anniversary thereof, as the case may be, and end twelve (12) months later (or, if earlier, on the date on which the Order terminates).

#### 10.3

In any event, any liability of CID and its affiliates arising out of any contractual claim, tort (including negligence), claim for damages, breach of statutory duty or other claim under these T&C shall be excluded if such liability is

#### 10.3.1

for direct or indirect (i) loss of profits; (ii) loss of revenue; (iii) loss of anticipated savings; (iv) loss of business opportunities; (v) loss of goodwill or damage to reputation; (vi) loss of or damage to data; or

#### 10.3.2

is claimed for indirect or consequential loss.

#### 10.4

In the event of a breach of an SLA, service credits are the customer's only claim.

#### 10.5

The limitations and exclusions under this clause 10 apply whether or not CID and its Subsidiaries have been advised of the possibility of the relevant damage or loss.



## 11. Force Majeure

### 11.1

Neither party shall be liable for events beyond its control. These include, but are not limited to, fire, floods, exceptionally extreme weather conditions, war or warlike conditions, civil or military takeovers, strikes, lockouts, general power outages, government action or other events that are considered force majeure under the law.

### 11.2

If an event of force majeure prevents, hinders or delays a party in the performance of its obligations under the contract, the obligation shall be suspended for as long as such event of force majeure continues and no party shall in that event be deemed to be in breach of its obligations under the contract.

### 11.3

If the force majeure event lasts longer than 30 days, both parties are entitled to terminate the order without notice.

## 12. Data Protection

### 12.1

Unless otherwise expressly confirmed by CID in writing, CID shall only act as a service provider with regard to personal data of the customer and the customer shall act as data controller of this data. The following clauses of this clause 12 apply insofar as CID acts as a service provider (hereinafter "Processor") on behalf of the customer (hereinafter "Controller").

### 12.2

Right of Instruction. The Processor shall process Personal Data only on the basis of documented instructions from the Controller, including the transfer of Personal Data to a third country or an international organisation, unless required to do so by the Union or by the law of a member country to which the Processor is subject; in such cases, the Processor shall inform the Controller of such legal requirements prior to the processing, unless such information is prohibited by law for important reasons of public interest. The Processor shall promptly notify the Controller if, in the Processor's opinion, any instruction violates applicable data protection law.

### 12.3

Confidentiality. The Processor shall ensure that the persons authorised to process personal data have committed themselves to confidentiality or to appropriate legal obligations of confidentiality.



#### 12.4

**Data Security.** The Processor warrants that it has implemented sufficient security measures to prevent unlawful use of or access to personal data by unauthorised third parties. In addition, the Processor warrants to take all measures in accordance with Article 32 of the General Data Protection Regulation as soon as it is applicable.

#### 12.5

**Sub-Commissioning .** The Processor shall inform the Controller of any intended changes regarding the addition or replacement of service providers or sub-processors (hereinafter "Sub-Processors") in order to give the Controller the opportunity to object to such changes. Insofar as the Processor commissions other Sub-Processors to carry out certain processing on behalf of the Controller, the same data protection obligations as in this Agreement shall be transferred to this Sub-Processor by contractual means; in particular, it must be sufficiently ensured that appropriate technical and organisational measures are implemented in such a way that the processing meets the applicable data protection requirements. Insofar as the sub-processor does not fulfil its obligations under data protection law, the Processor shall remain fully responsible to the Controller for the services of this sub-processor.

#### 12.6

**Support.** The Processor shall, to the extent possible, support the Controller by taking appropriate technical and organisational measures to enable the Controller to comply with the Controller's obligations to respond to requests from the Data Controller and to exercise the Data Controller's applicable rights, including Chapter III of the General Data Protection Regulation, as soon as applicable. In addition, the Processor shall assist the Controller to ensure compliance with the Controller's obligations under applicable data protection law, including Articles 32 to 36 of the General Data Protection Regulation, as soon as applicable.

#### 12.7

**Return of Personal Data.** The Processor shall, at the Controller's option, delete or return to the Controller all personal data after the end of the service related to the Processing; existing copies must be deleted unless Union law or the law of the EU Member State requires the retention of personal data.

#### 12.8

**Audit.** The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Agreement and to enable audits (including reviews) to be carried out by the Controller or a mandated auditor bound by professional secrecy.





## 13. Disclosure

### 13.1

The term "Information" includes all information, prices, data, practical knowledge and all documentation received by the Receiving Party from the Disclosing Party, unless such information: (a) is already generally known; and/or (b) was contained in documents lawfully known to the Receiving Party prior to being provided by the Disclosing Party; and/or (c) was previously lawfully provided to the Receiving Party by a third party acting in accordance with the Contract.

### 13.2

The Receiving Party will not disclose or make the Information available, in whole or in part, to any third party, except (a) if the third party is an agent, subcontractor, affiliate, auditor, professional advisor of the Receiving Party, requires the Information for good cause and such person is bound by obligations of confidentiality similar to those in these TOS, or (b) if required to comply with legal or regulatory requirements.

### 13.3

This clause 13 shall apply for a period of 5 years beyond the expiry or termination of the Order.

## 14. Miscellaneous

### 14.1

Any notice in connection with an Order may be given by personal delivery, by registered mail, by post, by facsimile or by electronic transmission (including e-mail).

### 14.2

These GTCs may only be amended in writing with the consent of both parties and all contractual or other legal issues are subject to Swiss law and the exclusive jurisdiction of the Commercial Court of Zug.

### 14.3

There are several ways to contact CID:

website: [www.cid-telekom.ch](http://www.cid-telekom.ch)

e-Mail: [info@cid-telekom.ch](mailto:info@cid-telekom.ch)

Phone: +41 41 560 77 77

Post: C.I.D. Telekom AG, Bueelstrasse 25 A, CH-6340 Baar. (Switzerland)