

General Terms and Conditions of Purchase of Swisscom

1 Subject matter

(1) These General Terms and Conditions (hereafter "GTC") regulate the general aspects of the business relationship for all supplies (including licences, goods and works) and services (hereafter collectively "Services") provided by the Supplier to Swisscom (either for Swisscom's internal requirements or those of its customers), with the exception of staff leasing services.

(2) The Services shall be agreed upon through the mutual signing of contractual documents or through the placing of orders between the parties. These GTC constitute an integral part of the relevant contracts. Any reference below to a "contract" is thus intended to refer to the above-mentioned contractual documents and these GTC.

(3) It is explicitly stipulated that any terms and conditions of business of the Supplier shall not apply. In particular, any contractual terms and conditions that deviate from these GTC to which the Supplier refers in any declarations, such as specifically bids, order confirmations or data carriers, or during software installation (the last-mentioned also in the event that "accept" or a similar choice must be selected when installing software as a technical prerequisite for installation) shall only be valid if expressly accepted by Swisscom in writing. Also, in such an eventuality, any such general terms and conditions shall only apply to the contract in question.

(4) If it is necessary for Swisscom or its customers to accept the licence terms and conditions or the terms and conditions of use for a third product in their own name in order for the Supplier to provide its Services, the Supplier shall disclose this in the contract and ensure that the applicable licence terms and conditions or terms and conditions of use are approved by Swisscom before conclusion of the contract.

2 Supplier's bid

(1) Bids shall be submitted free of charge based on the invitation to tender issued by Swisscom. If the bid deviates from the invitation to tender, this must be expressly stated in the bid.

(2) The bid shall be binding for the period of time specified in the invitation to tender. If no such period is indicated, a period of at least four months from receipt of the bid shall apply.

(3) Swisscom may terminate the applicable contractual negotiations or tendering process without any financial consequences at any time prior to signature of a contract or acceptance of a bid.

3 Services of the Supplier

(1) The Supplier shall provide the Services in accordance with the provisions of the contract and in line with the recognised state of the art.

(2) The Supplier shall endeavour to perform its Services even if Swisscom fails to comply with its duties to provide materials, support and cooperation as agreed under the contract. Should this occur, the Supplier shall inform Swisscom promptly in writing and set a reasonable grace period in order to comply with the duties to provide materials, support and cooperation that have not or have not been properly complied with, and shall state the consequences that may be expected for Swisscom in the event of failure to comply within the grace period.

(3) The Supplier shall provide Swisscom with comprehensive documentation, including operating and installation instructions and the necessary product safety certificates. Unless otherwise agreed, the documentation shall be provided at least in German.

(4) Upon request by Swisscom, the Supplier shall provide training for Swisscom and/or for customers of Swisscom. Its nature and scope and any fees shall be agreed separately.

(5) Unless specified otherwise in the contract, the Supplier shall be free to organise the manner in which it provides the Services. It shall however be obliged to consult with other parties involved and with Swisscom, as required for the applicable project.

4 Place of performance

(1) The Services shall be provided at the place of performance agreed to in the contract. If no location is specified, the place of performance shall be, depending upon the Service, either the place of installation or delivery or, in the absence thereof, the registered office of Swisscom.

(2) Any goods delivered from outside Switzerland shall be shipped DAP (Incoterms 2010).

(3) Benefit and risk shall transfer to Swisscom upon acceptance at the place of performance.

5 Applicable laws and regulatory requirements

(1) The Supplier warrants that it and its Services comply with applicable laws and regulatory requirements, in particular relating to data protection, safety, environmental protection and health requirements along with import and export regulations, including those of the United States of America. It shall present the requisite proof at any time upon request by Swisscom.

(2) If there are any indications that compliance with applicable laws and regulatory requirements is not ensured or may be in jeopardy, the Supplier shall inform Swisscom promptly regarding such matter along with any action already taken (e.g. recall).

(3) The Supplier shall inform Swisscom prior to the conclusion of the contract concerning any country-specific approval requirements and shall procure at its cost any licences, examinations and approvals required

for all use of the Services agreed to under the contract or for the ordinary intended use of the Services. The Supplier shall also inform Swisscom in writing about any obligations concerning re-export taken on by the Supplier and to be transferred to Swisscom. If any restrictions related to approval requirements or related to re-export are not reported or are only reported after the contract has been concluded, Swisscom shall be entitled to withdraw from the contract or the relevant part of the contract.

6 Involvement of third parties / Staff deployment

6.1 Involvement of third parties

(1) The involvement of third parties (subcontractors, sub-suppliers, etc.) by the Supplier, their replacement as well as any change in the production locations of the Supplier shall only be permitted with the prior written approval of Swisscom, which approval may only be withheld for good cause.

(2) Even if third parties are involved, the Supplier shall be responsible for and shall remain liable towards Swisscom for the provision of the Services. The Supplier shall ensure that all sub-contracts awarded are structured in such a manner that the Supplier is able to comply with its obligations towards Swisscom without limitation.

6.2 Staff deployment

(1) The Supplier shall only deploy carefully selected and well-trained staff or other auxiliary agents who are suitable for performing the contract (hereafter, "Personnel"). Upon request by Swisscom, the Supplier shall within a reasonable period exchange any Personnel who do not have the requisite specialist expertise or who otherwise impair the performance of the contract.

(2) The Supplier undertakes for the full duration of the provision of the Services to hold all permits necessary for its operations and for the deployment of its Personnel or the third parties involved by it and to comply with all applicable laws. This shall include in particular the following:

- The Supplier shall make the necessary filings with the tax and social insurance authorities both for itself and for its Personnel. Swisscom shall not be liable for any social security benefits for the Supplier and its Personnel (OASI, invalidity insurance, unemployment insurance, etc.) or other compensation benefits (in case of accident, illness, invalidity, death, etc.).
- In the event that foreign nationals are deployed, the Supplier undertakes to obtain all necessary work and residence permits prior to the start of providing the Services and to present them to Swisscom upon request.

(3) In the event of on-site deployment, the Supplier undertakes that it and its staff or any third parties involved will comply with all operational requirements of which it/they are made aware by Swisscom or its customers.

7 Remuneration and expenses

(1) The remuneration shall cover all Services to be provided by the Supplier, including in particular the costs of installation, testing, documentation, instructions, expenses and incidental costs, licence fees (including those by third parties), packaging, transport and insurance costs and public charges (e.g. advance recycling charges and customs duties), excluding any Swiss value added tax.

(2) If the Services are subject to Swiss value added tax, the Supplier shall issue its invoices in accordance with the provisions of the Swiss Value Added Tax Act.

(3) The Supplier shall issue an invoice to Swisscom following acceptance or delivery. In the event that the Services are to be remunerated on a time and materials basis, Swisscom shall pay monthly for the work performed. Invoices shall be issued on the basis of approved reports stating the actual time spent and materials used for the performance of the Services. Reports shall be presented to Swisscom for approval prior to invoicing. Payments shall be due net within 30 days of receipt of the invoice.

(4) The Supplier undertakes to inform Swisscom in writing of any anticipated overrun of an agreed cost estimate. Notice shall be given at the latest at the time when 80% of the cost estimate is reached. The notice must state the reason for the anticipated overrun and contain details of the additional cost. The Supplier shall take all necessary measures in order to ensure that the original cost estimate can be adhered to.

(5) If a cost ceiling has been agreed, this shall constitute a binding price ceiling.

8 Duty to provide information

Except as prohibited by statutory or contractual confidentiality obligations, the Supplier shall inform Swisscom promptly concerning any circumstances, developments, incidents and findings that may be relevant for Swisscom or its customers in connection with the performance of the contracts or for the contractual relationship as a whole.

9 Acceptance procedure

9.1 General

(1) If the contractual Services include the results of performance, the Supplier's duty to deliver shall only be met upon Swisscom's acceptance of such work results. Before declaring acceptance, Swisscom shall carry out acceptance testing. A written record of the acceptance testing shall be prepared and signed by both parties.

(2) If the contract does not specify any deadlines for acceptance, the Supplier shall ensure that the work results are ready for acceptance in a timely manner so as to ensure that commissioning of the work results can occur in accordance with the agreed overall plan.

(3) If the parties agree to the acceptance of partial work results, these shall occur in each instance subject to final acceptance. Any declarations by Swisscom in relation to the acceptance of partial work results and the payment of invoices shall not constitute a legally binding acceptance. Acceptance of the concept delivered shall also occur exclusively subject to its being realisable, which shall be tested as part of the final acceptance process.

(4) The warranty periods shall commence upon successful final acceptance.

(5) If no final acceptance testing is carried out, the deliverables shall be deemed to have been accepted following successful production use for at least 60 days.

9.2 Acceptance criteria

(1) If the contract does not specify the acceptance criteria, they shall be determined from the contractual description of the Services. If there is no detailed description of the Services, the acceptance criteria shall be determined with reference to the ordinary intended use.

9.3 Failure of acceptance

(1) If acceptance testing identifies at least one major defect, acceptance shall be deferred. The Supplier shall rectify the detected defects within a reasonable period of time and once again provide the applicable deliverable for acceptance by Swisscom.

(2) If at least one major defect is established during subsequent acceptance testing, Swisscom shall be entitled to withdraw from the contract. Alternatively, Swisscom may keep the contract in force and withdraw from the part of the affected Services. In addition, Swisscom shall be entitled to continue to insist that the major defect be rectified by the Supplier, to take a deduction from the remuneration that is commensurate with the reduced value or to demand the provision of the source code and/or the necessary documentation and carry out the corresponding measures itself at the cost and risk of the Supplier or arrange for a third party to do so.

(3) Minor defects shall not entitle Swisscom to refuse acceptance, but such defects must be rectified by the Supplier within a reasonable grace period set by Swisscom.

10 Warranty / Rights in relation to defects

10.1 General

(1) The Supplier warrants that its Services have the objective and legal characteristics agreed to and required for their ordinary intended use and that they comply with all assurances and specifications agreed to. The Supplier shall provide its services in a professional and diligent manner. The Supplier further warrants in relation to maintenance and support services and operational services (including Xaas) that it shall meet the agreed service levels.

(2) Rights in relation to defects shall lapse two years after acceptance of the work results or the receipt of

Services, or for standard software 180 days after commissioning. A new warranty period shall commence for any devices that are replaced or exchanged or for any components that are repaired.

(3) Any defects that have been concealed in bad faith may be invoked for a period of ten years and the rights in relation to those defects shall lapse accordingly after ten years.

(4) Defects must be objected to within 60 days of their discovery. Swisscom shall set the Supplier a reasonable grace period in order to rectify the defect.

(5) The right of Swisscom to assert damages claims shall remain reserved in any event.

10.2 Rights in relation to defects for the purchase of goods and licences

(1) In the event of any defect, Swisscom shall have the choice of reducing the remuneration by an amount commensurate with the reduced value, withdrawing from the contract in whole or in part, or demanding defect-free goods free of charge (replacement delivery). Replacement deliveries must be made up of goods of the same type in the same or a newer version and with guaranteed compatibility. The Supplier shall in principle make any replacement delivery to the desired place of delivery within five working days of the notification by Swisscom. If the Supplier is unable to meet the deadline for replacement delivery, it shall inform Swisscom thereof promptly in writing.

(2) In the event of a series defect, i.e. if at least 3% of all of the same or similar goods (model, product series, etc.) feature the same or similar defects during the warranty period, the Supplier shall be obliged within a reasonable period to exchange all goods with defect-free goods that have the same performance features as those agreed to under the contract. Instead of a complete exchange of all of the goods, Swisscom shall have the choice of requiring the Supplier to provide a waiver of its right to invoke the limitation period for at least two years and in the first instance to only exercise its rights in relation to defects for the defective items, without thereby waiving its right to have all of the goods exchanged at a later date.

10.3 Rights in relation to defects for maintenance, support and operating services

In the event of any defect, the consequences shall be determined in accordance with the rules for Services provided under contracts for works and services (according to Section 10.4), except that a right of extraordinary full or partial termination shall take the place of the right to withdraw from the contract. In addition, the consequences agreed to under the contract for service level breaches shall apply.

10.4 Rights in relation to defects for Services provided under contracts for works and services

(1) In the event of any defect, Swisscom shall in the first instance only be entitled to demand rectification free of charge. The Supplier shall rectify the defect within a period commensurate with the cause of the defect and shall bear all costs resulting therefrom. If the defect can only be rectified by remanufacture or

reprogramming, the right to rectification shall include the right to remanufacture or reprogramming.

(2) If the Supplier fails to rectify the defect as required, is unsuccessful in doing so, or fails to do so within a reasonable period, Swisscom may at its choice either (a) take a deduction from the remuneration that is commensurate with the reduced value; or (b) demand the provision of the source code and/or the necessary documentation and carry out the corresponding measures itself at the cost and risk of the Supplier or arrange for a third party to do so; or (c) for major defects, withdraw from the contract in whole or in part.

10.5 Warranty of title

(1) The Supplier warrants that its Services do not infringe any third-party proprietary rights. The Supplier shall defend against third-party claims arising from any infringement of proprietary rights promptly and at its own cost and risk. If a third party launches a legal action against the Supplier, it shall inform Swisscom of this fact promptly in writing. In the event that a third party invokes claims directly against Swisscom or its customers, the Supplier shall participate in the dispute upon request by Swisscom insofar as possible under the relevant procedural system. The Supplier undertakes to bear all of the costs (including the payment of damages) arising for Swisscom or its customer as a result of the litigation and any out of court settlement. If an out of court settlement is reached, the Supplier shall be required to make the agreed payment to the third party if the Supplier has provided its prior approval thereto.

(2) If, as a result of claims made by a third party in the exercise of its proprietary rights, it is impossible for Swisscom or its customers to use the contractually agreed Services in full or in part, the Supplier shall have the choice of changing its Services so as to ensure that they do not infringe third-party rights, while still maintaining the scope of Services agreed under the contract, or at its own cost procuring a licence from the third party. If the Supplier fails to exercise any of these options within a reasonable period, Swisscom shall have the right to withdraw from the contract with immediate effect. The Supplier shall hold harmless both Swisscom and its customers. If Swisscom or its customers are themselves responsible for the infringement of proprietary rights, any claims against the Supplier shall be excluded.

11 Default

(1) If the Supplier fails to comply with a material contractual deadline (hard milestones, performance obligation with a defined deadline), it shall automatically be deemed to be in default. In all other cases, it shall be deemed to be in default upon the expiry of a reasonable grace period set by Swisscom in a written reminder (email suffices).

(2) In the event of default by the Supplier, it shall owe a payment unless it is able to establish that it is not at fault. The payment shall amount to 0.2% of the total remuneration for each day of delay (for recurring remuneration, 0.2% of the annual remuneration), subject however to a maximum per incident of 10% of the total

remuneration or the annual remuneration, as applicable. It shall also be owed in the event that the Services have been accepted without reservation. This payment shall not release the Supplier from its contractual performance obligations or from its liability to compensate any further damages. The payment shall be offset against any damages payment connected to the default pursuant to Section 18 of these GTC, but shall be owed, in the event of default, irrespective of the award of damages by a competent court.

(3) If Swisscom fails to comply with its obligations in a timely manner, the parties shall endeavour to make up any delays in meeting the deadlines. Insofar as this not be possible, the relevant deadlines shall be extended for any deadline overruns for which Swisscom is responsible.

12 Intellectual Property Rights

12.1 Newly created intellectual property rights

(1) All intellectual property rights newly created in connection with the performance of the contract, including the source code and the complete documentation, shall transfer to Swisscom at the time of their creation unencumbered and free from any third party rights. The Supplier undertakes to take all required actions for this purpose and issue the appropriate legal declarations in the requisite form to the extent required, and to ensure that any third parties involved do the same. The related costs shall be included in the remuneration.

(2) If in connection with the performance of the contract intellectual property rights to extensions to standard software are created and Swisscom grants the Supplier the proprietary rights thereto, Swisscom shall in any event retain the same rights of use to the extensions as it has to the standard software. In addition, the Supplier shall at no additional charge perform maintenance on these extensions in the same manner as for the standard software.

12.2 Pre-existing intellectual property rights

(1) Unless otherwise specified in the contract, Swisscom shall acquire a temporally unlimited, non-exclusive right to use any pre-existing intellectual property rights that are contained in the Services provided by the Supplier or necessary for the ordinary intended use of the Services both for itself and also for providing services or granting use rights to its customers.

(2) With respect to a temporally unlimited use right to pre-existing intellectual property rights, Swisscom and its customers shall be entitled to resell the acquired use rights to third parties, to the extent that Swisscom or its customers relinquish their own use thereof.

(3) Swisscom and its customers may create copies of Services protected by intellectual property rights for backup and archival purposes.

(4) In the event that Swisscom acquires software licences from the Supplier, in addition to the right to use the software on the hardware specified in the contract or for the ordinary intended use of the software, Swisscom shall also acquire for itself and its customers the right to use it on successor systems. During any

failure of this hardware, Swisscom and its customers shall be entitled to use the software on replacement hardware at no additional charge.

(5) If Swisscom acquires operating services from the Supplier (including XaaS) or maintenance and support services, Swisscom shall acquire for itself and its customers at no additional charge the same rights over all Services (including in particular over new versions, patches, updates, upgrades, features, functionalities and extensions of the scope of maintenance) as for the item that is the subject of the operating or the maintenance and support contract.

(6) The Supplier warrants that it has the corresponding use and distribution rights.

13 Free and open source software

If the Supplier's Services contain free and open source software (hereafter "FOSS"), the following shall apply upon delivery and throughout the entire lifecycle of the Services (e.g. updates, upgrades):

13.1 FOSS duties of the Supplier

(1) The Supplier undertakes to provide complete licence documentation. This shall include at least the name of the author, the name and version of the FOSS (e.g. bootstrap-3.3.6.zip), the applicable FOSS licence (e.g. MIT) as well as the origin of the FOSS (e.g. link on Github). Swisscom shall be entitled to refer to or reproduce this information.

(2) If the Supplier develops products or services on behalf of Swisscom, the use of FOSS components that are subject to FOSS licences incorporating an obligation to subject any modified and/or derivative works to the same licence terms (e.g. Weak Copyleft for MPL v2, Strong Copyleft for GPL, etc.) shall require the prior written approval of Swisscom. The foregoing shall not apply to unmodified FOSS that are subject to the LGPL with a suitable shared library mechanism within the meaning of Section 4(d)(1) LGPL v3 and under other licences with Weak Copyleft.

(3) If the disclosure of the source code (including, as applicable, modifications) for the FOSS is required under the applicable licence (e.g. MPL v2), the Supplier further undertakes to disclose the source code as a constituent element of the software, as a download or on a physical medium (e.g. CD/DVD).

13.2 FOSS warranties of the Supplier

(1) The Supplier warrants:

- that all applicable licences of the FOSS used are compatible with one another and that there are no licence conflicts;
- that all licence obligations under the applicable licences for the FOSS used are complied with (e.g. code adjustments are commented; licence texts, copyright statements, notice files are provided and accessible for users, etc.); and
- that the use of the FOSS contained in the Services will not result in any proprietary software used in the Services or in a Swisscom product becoming subject to the terms of a FOSS licence (unless with

the prior approval pursuant to Section 13.1 of these GTC).

14 Interface information

The Supplier shall disclose to Swisscom at no additional charge all necessary interface information that may be required by Swisscom or its customers for the operation (including maintenance and upgrades) of the hardware and software and its connection to other components (interoperability). Swisscom and its customers are hereby granted the right to make copies insofar as necessary in order to achieve this purpose. Any full or partial copy shall bear the proprietary notices contained in the original. The Supplier's intellectual property rights shall not be affected by this disclosure. Swisscom shall be entitled to disclose the interface information to third parties, provided that they are subjected to the confidentiality obligations set forth in these GTC, and provided that the third party is obliged to use the information only for Swisscom or its customers.

15 Confidentiality and data protection

15.1 Contractual confidentiality obligations

(1) Both parties undertake to treat as confidential any information that is not obvious or generally accessible concerning the other party, or the customers and business relationships of the other party, that may come to their attention in connection with their performance under the contracts or in connection with their contractual relationship.

(2) The parties undertake to make such information accessible to their staff, other auxiliary agents and third parties involved or other third parties only to the extent permitted to the parties under the contracts or where approved in advance and in writing by the other party. Swisscom shall be entitled to pass on the information within the Swisscom group, to third parties working for it in Switzerland and abroad and - to the extent necessary in connection with the conclusion and performance of the contract - to its own customers.

(3) The duty of confidentiality shall not apply to information that:

- was already known to the other party before it was made accessible to it by the disclosing party;
- is generally known other than due to the fault of the other party;
- was lawfully provided to the other party by a third party without any restrictions on disclosure;
- was developed internally by the other party without using or referring to the confidential information of the disclosing party.

(4) The duty of confidentiality shall also extend to information exchanged prior to the conclusion of the contract and shall continue to apply after termination of the contract, for so long as a party or any of its customers has a legitimate interest in confidentiality, as a

rule for a period of at least three years after the termination of the contractual relationship.

(5) Any publication by either party concerning the contractual relationship or specific Services shall require the prior written approval of the other party.

15.2 Statutory confidentiality obligations

(1) The Supplier shall be obliged to treat as confidential any information concerning Swisscom or its customers that is protected by statutory confidentiality obligations. This shall apply in particular with regard to the business and production secrets of Swisscom and its customers, telecommunications secrecy, bank-client confidentiality, professional confidentiality, non-disclosure duties under social insurance law and the Swiss Data Protection Act, as well as the prohibition on the exploitation of insider information and price manipulation under the Swiss Financial Market Infrastructure Act.

(2) The Supplier is aware that the breach of statutory confidentiality obligations may result in criminal prosecution.

15.3 Data protection

(1) To the extent that personal data provided to the Supplier by Swisscom or its customers or that are otherwise accessible to it are subject to statutory data protection requirements, the Supplier warrants compliance with all related obligations.

(2) The purpose, object and methods applicable to the processing of personal data shall be regulated in the contract. Insofar as the contract does not explicitly permit the processing of personal data abroad, its processing shall only be permitted in Switzerland.

15.4 Common provisions

(1) Both parties undertake to process any information and personal data of the other party or its customers that are provided or made accessible to it solely to the extent necessary for the performance of the contract.

(2) Notwithstanding the foregoing, each party may disclose information and personal data if and to the extent such disclosure is required pursuant to a court order or in accordance with a statutory obligation. This may only occur upon the condition that the other party - to the extent permitted by law - is informed of the disclosure in advance and in writing, the disclosing party works with the other party regarding the manner of the disclosure and takes all reasonable measures and avails itself of all reasonable legal remedies in order to prevent the disclosure and to achieve the confidential treatment of the information to be disclosed.

(3) Any information and personal data that are no longer required for the performance of the contract and to support the business relationship shall be erased, subject to any mandatory statutory retention obligations. Each party shall take reasonable technical and organisational security measures within its respective sphere of responsibility in order to protect the information and personal data.

(4) In the event that a party or its staff, other auxiliary agents or any third parties involved breaches the confidentiality and data protection obligations set forth above, the party in breach shall owe the other party a payment of CHF 50,000 for each breach event, unless it establishes that it is not at fault. The payment shall not release the party in breach from the confidentiality and data protection obligations set forth above or from its liability for any further damages. The payment shall be offset against any damages payment connected to the confidentiality or data protection breach pursuant to Section 18 of these GTC, but shall be owed, in the event of the confidentiality or data protection breach, irrespective of the award of damages by a competent court.

16 System access

(1) Physical and electronic access to the systems and network of Swisscom or its customers shall only be permitted using the methods and means of access explicitly provided by Swisscom.

(2) If the Supplier accesses systems or the network of Swisscom or its customers in the performance of the Service, it undertakes to comply with the terms of the Security Annex and of any other relevant security requirements. The Supplier shall be obliged to impose its obligations through appropriate contractual means on any third parties involved.

(3) The parties shall designate the relevant persons responsible for access on both sides in the contract.

17 Services pursuant to FINMA Circular 2018/3

(1) Where the Supplier provides Swisscom customers with Services as a sub-contractor of Swisscom, which are classified as significant functions under FINMA Circular 2018/3 (Outsourcing - banks and insurers) or where it has access to the data of banking customers, the Supplier undertakes to abide by all duties set forth in FINMA Circular 2018/3 along with the related duties under FINMA Circular 08/21, including in particular Appendix 3. It shall also provide all assurances and disclose all information necessary in order to comply with the above-mentioned circulars.

(2) In this respect, Swisscom and its group companies, their respective internal and external auditors, the end customer and its internal and external auditors, as well as FINMA shall have an unencumbered right of inspection and audit, which may be exercised at any time.

(3) The Supplier shall also grant the relevant end customer of the Services a right of instruction and control, in particular during any inventory process.

(4) The Supplier may not involve or exchange any third parties (including in particular sub-contractors) for the performance of its obligations except with the express, prior, written approval of Swisscom. Notwithstanding Section 6.1(1) of these GTC, such approval may be refused without stating reasons.

(5) The Supplier must impose on any third parties involved all rights and assurances that are necessary in order to comply with the above-mentioned FINMA circulars.

18 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. Liability shall be unlimited for any damages caused intentionally or through gross negligence, as well as for personal injury, the infringement of third party proprietary rights, the breach of confidentiality or data protection requirements, the breach of product safety requirements and the breach of the terms of the Security Annex or any other security requirements (including the breach of access conditions on the systems and network of Swisscom or its customers). In all other instances, liability shall be limited to CHF 500,000 per contract. However, if the value of the contract is higher, the relevant contractual value shall constitute the limitation to liability, with the contractual value for continuing relationships with recurring obligations deemed to correspond to three years' remuneration.

(2) No liability shall be incurred for loss of profit.

(3) The parties shall be liable for the conduct of their auxiliaries and any third parties involved in the same manner as for their own.

19 Assessment of supply risks and sustainability / Audit rights

(1) Upon request by Swisscom, the Supplier shall provide Swisscom with all information necessary in order to assess supply risks. In addition, upon request by Swisscom, the Supplier shall carry out an assessment in relation to corporate social responsibility on a platform specified by Swisscom. The expenses and costs arising in this regard shall be borne by the Supplier.

(2) Swisscom or an external auditor contracted for this purpose and subject to the confidentiality obligations, shall be entitled to assess compliance with the terms of the contract through an audit during ordinary business hours. The Supplier shall provide the information, documentation and accesses necessary for this purpose, subject to compliance with statutory or contractual confidentiality obligations towards the Supplier's other customers. At least 20 days' prior written notice of the audit must be given, including a designation of the audit subject matter.

(3) Each party shall bear its own internal costs and expenses incurred in connection with the audit. Swisscom shall in principle bear the external costs in relation to an auditor instructed by it. If the audit establishes that the Supplier has breached any contractual duties, the Supplier shall, in addition to any claims resulting from the breach of contract, also bear the external costs of Swisscom for the auditor instructed by it. Swisscom shall not carry out such audits more than once per year without justified reason. A justified reason exists, namely, if audits are requested based on statutory and regulatory requirements by Swisscom's customers or their supervisory authorities, to the extent they also affect the Services provided by the Supplier.

20 Contractual term and termination

(1) The contractual term and termination provisions shall apply subject to the right to extraordinary termination for good cause of a continuing relationship with recurring obligations.

(2) The following in particular shall be deemed to constitute good cause for the relevant affected counterparty:

- failure to comply with statutory provisions or contractual confidentiality obligations and data protection provisions along with material security requirements, including in particular unauthorised access to the systems and network of Swisscom or of its customers by the Supplier or any third parties involved;
- failure to comply with or breach by the Supplier of legal requirements applicable to residence permits, work permits and social insurance or the Swiss Recruitment Act;
- official publication of the initiation of bankruptcy proceedings or of a composition moratorium in relation to a party.

(3) Continuing relationship with recurring obligations shall be indefinite, unless otherwise specified in the contract. Indefinite continuing relationships with recurring obligations may be terminated at the end of any month upon one months' written notice by Swisscom and upon twelve months' written notice by the Supplier. If a minimum term has been agreed to under contract, the applicable contract may only be terminated upon expiry of the minimum term.

21 Consequences of termination

(1) Irrespective of the reason for termination, the Supplier undertakes to support Swisscom in the necessary wind-down actions, including any preparations for migration falling within the scope of the contractual Services.

(2) If the Supplier provides any Services on the instructions of Swisscom that are not covered by the contract or that go beyond its scope or any Services extending beyond the date of termination, these shall also be governed by the agreed contractual terms and conditions.

22 Changes to the Services

(1) Should a contracting party wish to make any changes to the contractual Services, it shall inform the other party thereof in writing. The other contractual party shall promptly state whether the change is possible along with any implications that it will have, in particular on the Service to be provided and on remuneration and deadlines. The Supplier may not refuse change requests from Swisscom if the change is objectively possible and the overall nature of its Services is preserved.

(2) The change to the Service along with any adjustment of remuneration, deadlines and other terms of the contract shall be stipulated in writing prior to execution and signed by both parties.

23 Further provisions

(1) Any amendments or supplements to the contract shall only be valid if agreed to by the parties in writing. The same shall apply to the revocation of this written form requirement. If the contract stipulates a written form requirement, any comparable signature services of trust service providers recognised by Swisscom shall be deemed to suffice.

(2) Should any individual provision of the contract be incomplete or legally ineffective, this shall not affect the validity of the remainder of the contract. Should this occur, the parties shall reach an agreement to replace the applicable provision with a valid provision, the economic effect of which is as similar as possible.

(3) All companies of the Swisscom group, including the parent company Swisscom Ltd, may acquire Services in accordance with the terms of the contract. Swisscom group companies include all companies in which Swisscom Ltd directly or indirectly holds at least 50% of the equity and voting rights.

(4) The contractual relationship along with any rights and obligations arising therefrom may only be transferred or assigned to a third party with discharging effect with the prior written approval of the other contracting party. The written approval of the other contracting party shall also be obtained for the pledge of any claims under the contractual relationship.

(5) For the transfer or assignment to a company of the Swisscom group, approval shall be deemed to have been granted, unless the Supplier objects in writing within 30 days of notification by Swisscom, stating important reasons.

24 Applicable law and jurisdiction

(1) The contractual relationship between the parties shall be governed exclusively by Swiss law. The parties waive the conflict of laws rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

(2) The parties agree that the courts at the place of Swisscom's registered office shall have exclusive jurisdiction over any and all disputes arising out of or in relation to the parties' contractual relationship. However, Swisscom may also take legal action against the

Supplier at the place of its registered office. In addition, the foregoing shall be without prejudice to the right of Swisscom to file a third-party action against the Supplier before the courts of the principal litigation in Switzerland.