

General terms and conditions

1 Contractual basis

1.1 Scope of application

These general terms and conditions (TAC) apply to all legal transactions and services and/or deliveries of EnKom AG (hereinafter referred to as ENKOM).

1.2 Order of precedence and regulations

All contractual agreements are set in the following order of priority:

- a) contracts agreed individually;
- b) special contractual conditions;
- c) these general terms and conditions;
- d) legal regulations.

In the event of contradictions, the higher-ranked agreements shall always take precedence over the lower-ranked ones. Any omissions shall be completed by the respective subordinate provisions. The ENKOM general terms and conditions shall be applied exclusively. They shall also be applied for all future business relations, even if they are not expressly agreed upon.

Confirmations to the contrary or general terms and conditions of contracting parties are hereby expressly objected to. This shall also apply if the submission of an offer or acceptance of an offer by contractual partners is carried out with reference to the priority validity of their own general terms and conditions.

1.3 Services and products type

ENKOM provides services and product deliveries in the area of communication technology. The type and scope of the services rendered or products delivered

are set out in the offer and the technical performance specifications.

Only the documents which are explicitly designated as performance specifications shall be considered as such in the sense of the general terms and conditions, special contractual conditions as well as all other ENKOM contracts and declarations.

The legal basis for

- hardware supplies
- software supplies
- services and consultancy
- support and maintenance

is outlined as follows. If an offer is not based on any special contractual conditions, these general terms and conditions shall apply exclusively. Unless expressly agreed otherwise, no service under a contract for work and services in the sense of Art. 363 et seq. of the Swiss Code of Obligations (OR) shall be provided by ENKOM, This shall also apply if individual services rendered are accepted by the customer by countersigning service protocols, hourly reports or other service confirmations, i.e. their performance is confirmed as such.

2 Scope of services

2.1 Hardware supplies

Benefit and risk shall be transferred to the customer upon conclusion of the contract. All transport and delivery costs shall be borne by the customer unless otherwise expressly agreed. ENKOM shall assume no procurement risk towards suppliers and therefore excludes any liability in this respect. The transport risk shall be borne by the customer.

The contractual purpose of use is based exclusively on the performance specification in the offer. Deviating agreements shall require written confirmation.

2.2 Software supplies

a) General information

As far as provided in the offer, ENKOM shall deliver software to the customer. It is expressly stated that ENKOM neither codes the software to be delivered nor adapts it to meet individual customer requirements, unless this is expressly part of the offer. In no case shall there be a claim to surrender the source code without an express agreement. Installation of the software shall only be provided if this is an explicit part of the offer. Unless mutually agreed, proprietary documentation for delivered software shall be not created by ENKOM. ENKOM shall pass on to the customer the documentation created by the creator of the software.

b) Copyrights, rights of use and exploitation

As a rule, the original rights of use and exploitation resulting from the copyright lie with the creator of the software, who in turn contractually regulates the transfer of the rights of use and exploitation to third parties. Unless otherwise expressly agreed between the parties, the nature and scope of the transfer of the rights of use and exploitation of the software shall be governed exclusively by the license terms of the respective software creator. ENKOM shall be unable to guarantee the actual existence of these rights of use and exploitation on the part of the creator. Claims regarding such use and exploitation rights shall be directed exclusively to the respective creator of the software.

2.3 Services and consultancy

a) General information

ENKOM provides services and consultancy in the area of communication technology and/or installation and implementation of supplied

hardware and software. It is expressly stated that these services and consultancy are carried out as an order within the meaning of Art. 394 et seq. OR, unless a contractual agreement expressly deviating from this exists.

b) Invoicing

The invoicing of services and consultancy is based on time outlay. The smallest invoicing unit is 0.25 hours. If the actual time spent is less than 0.25 hours, the time-based invoice shall be rounded up.

As a rule, a daily rate or a price for an invoicing unit of one hour is agreed for this purpose, at which the customer can order services and consultancy at their own discretion and scope. The agreed prices are binding for a maximum of one year after conclusion of the contract.

If fixed prices have been agreed for services and consultancy, these shall apply with the express reservation that the framework conditions on which ENKOM's planning is based allow implementation at the fixed price. The same applies to the necessary cooperation of the customer (Section 3.4). If a service and/or consultancy can no longer be provided at a fixed price due to a changed framework condition at the customer or a lack of cooperation by the customer, the customer shall be informed of this by ENKOM immediately. In this case the parties shall agree on a new remuneration by mutual agreement. If no agreement is reached, ENKOM is entitled to terminate the existing contract with immediate effect. Services already delivered shall be rendered on a time and material basis in accordance with the price lists valid at the time the service is rendered.

Agreed deadlines for the provision of services and maintenance are binding. If deadlines are postponed by the customer with a lead time shorter than 5 (five) working days, ENKOM is entitled to assert the resulting costs against the customer. This includes, in particular, costs for the planned operating days or hours if these can no longer be planned elsewhere due to a short notice.

2.4 Support and maintenance

a) General information

ENKOM shall be required to provide support and maintenance services only if this has been expressly agreed between the parties. Support and maintenance services are provided as an order within the meaning of Art. 394 et seq. OR. Type and scope of the maintenance services under obligation result from the offer or the performance specification for this. ENKOM is entitled to have support and maintenance services provided by third parties at its own discretion. If in this case a support and maintenance contract is concluded between the customer and the third party, all legal claims of the customer regarding support and maintenance services result solely from this contractual relationship and must be asserted directly against the third party.

b) Invoicing

Support and maintenance fees are charged either at a fixed price for a specific period or on a time and material basis. Fixed-price support and maintenance fees are payable annually in advance, unless otherwise expressly agreed. Any refunds of support and maintenance fees already paid are excluded.

2.5 Cooperation obligations

In order to guarantee contractual fulfilment by ENKOM, the customer shall undertake, without special remuneration, to create all technical prerequisites to enable proper fulfilment of performance by ENKOM. In particular, the customer must ensure that ENKOM receives complete information requested via the infrastructure in good time, i.e. with sufficient advance notice. This includes in particular provision of the information of an IT-technical and project-organisational nature required for the provision of the service (e.g. hardware and operating systems, standard software used, organisational plans) as well as, if applicable, provision of the hardware and/or software (including documentation) for which the contractual service is to be provided. If necessary,

the customer must grant access to their system environment for certain services during the term of the contract. To the extent that resulting access to external providers is necessary, the customer shall ensure that these consent in writing to access by ENKOM. The customer shall expressly exempt ENKOM from claims for damages and other claims which arise within the framework of the provision of services through access to third parties, in particular to external providers. The customer shall ensure that competent employees who are familiar with the customer's IT infrastructure are available as contact persons during normal business hours during the provision of services by ENKOM. If drafts, program test versions or similar documents are submitted to the customer before or during the performance of the contractual services, these must be checked carefully by the customer in order to assess their compatibility with the customer's own systems, with any existing problems or conflicts identified.

3 Regulations for hardware and software supplies, services and consulting, support and maintenance

3.1 Warranty

a) Hardware / software

ENKOM shall only guarantee that the hardware and/or software supplied contains no faults at the time of delivery, which cancel or more than insignificantly reduce the value or suitability for normal or contractually assumed use.

Any further ENKOM warranty is - as far as legally permissible - excluded. In particular, no warranty is provided by ENKOM for wear and tear and for defects caused by improper use and non-compliance with the manufacturer's, assembly, installation and/or operating instructions. The warranty right shall also expire in the event of modification or other manipulation by the customer or a third party thereby commissioned. ENKOM also emphasises that the current state of the art makes it impossible to create software completely free of errors. Unless expressly

agreed otherwise, ENKOM does not guarantee that the software corresponds to the special customer requirements or that it cooperates with the customer's programs or the hardware available at the customer. The warranty rights expire at the end of one year after their delivery within the meaning of Section 2.1 Clause 1. All faults must be reported by the customer in writing and in as much detail as possible. It shall remain at ENKOM's own discretion to provide warranty by rectification or replacement. The costs incurred for the purpose of rectification (in particular transport, travel, labour and material costs) shall be borne by ENKOM. If rectification of faults or replacement delivery fails, the customer is entitled to demand a reduction in payment or withdrawal from the contract.

b) Services and consultancy, support and maintenance

ENKOM shall guarantee performance of the contractually obligated services by appropriately trained specialist employees in compliance with the diligence standards upheld by the company. In the event of a fault, upon an immediate notification, the customer shall be entitled to a right of rectification free of charge. This right shall expire one year after performance of the services. All further warranty- and defect-related rights as well as claims for damages are excluded to the extent permitted by law. ENKOM states that essential parts of the solution may not be available during the provision of support and maintenance services.

3.2 Liability

The ENKOM liability - as far as legally permissible and for whatever legal reasons - is excluded. This also applies to the liability of employees, representatives and subcontractors.

The exclusion of liability shall not apply

- if the cause of damage can be traced back to intent and/or gross negligence
- for damages resulting from injury to life, body or health which resulted from a negligent breach of duty by ENKOM or an intentional or negligent breach of

duty by a representative or subcontractor of ENKOM

- for claims arising from the Product Liability Act

ENKOM expressly excludes any liability for indirect and consequential damages (e.g. loss of profit, claims by third parties).

3.3 Reservation of proprietary rights

All delivered systems (hard- and/or software) shall remain the property of ENKOM until the payment obligations by the customer are fulfilled. Should the customer be in default of payment or cease payments, ENKOM is entitled, after issuing a reminder, to have the reservation of proprietary rights entered in the reservation of rights register at the customer's expense and/or to reclaim the systems and to assert all rights to which it is entitled from the non-fulfilment of the contract.

3.4 Enticement of employees

The customer undertakes to avoid enticing the ENKOM employees, either directly or indirectly, away from the employer, i.e. soliciting their services for permanent or freelance work directly for the customer and/or attempting to poach them. In the event of a violation of this provision, a contractual penalty shall be agreed at the discretion of the competent court.

3.5 Data protection

ENKOM undertakes to comply with data protection regulations. If personal data is transmitted by the customer within the scope of the contractual cooperation, the customer shall ensure that the transmitted personal data was collected and stored according to the current data protection regulations, as well as undertake to transmit it to ENKOM within the scope of the contractual cooperation, with, in particular, all necessary declarations of consent obtained. The customer shall indemnify ENKOM against all losses, damages and costs, including the costs of legal proceedings, arising from a violation of data protection regulations by the customer, including expenses incurred in order to prevent

any third party charges including the competent supervisory authorities.

The customer shall acknowledge and provide their consent that the ENKOM data, digital information and documents within the scope of the cooperation may also be collected and stored in an IT data cloud solution if required, which may be located outside the national borders of Switzerland.

3.6 Confidentiality

Both parties mutually undertake to maintain confidentiality from third parties of all know-how and trade secrets which they acquire during the execution of the contractual cooperation and all know-how which is not generally known and to obligate their employees accordingly. This applies in particular - but not exclusively - to all information about business partners, customers, internal company information, technologies and processes used.

3.7 Duration and extraordinary termination

Services and consultancy as well as support and maintenance are provided on a continuing basis. Unless otherwise agreed, termination is possible in writing at the earliest after one contract year with a notice period of three months until the end of the month. Should a termination fail to take place at this time, the respective contractual relationship shall be extended by a further contractual year. In the case of continuing obligations, ENKOM is entitled to an extraordinary right of termination for a valid reason within the framework of the statutory provisions. In this sense in particular the opening of bankruptcy proceedings or the imminent danger of insolvency shall be considered a valid reason. The customer is entitled to an extraordinary right of termination if an increase in prices in the sense of Section 3.8 is rejected. ENKOM has the right to withhold and/or suspend services within the framework of the statutory provisions in the event of default in payment and failing cooperation by the customer.

3.8 Payments

Unless otherwise agreed, all payments are due 30 days after receipt of invoice without deductions. ENKOM reserves the right to render services only against prepayment at its own discretion. Customer retention right shall exist only limited to the same contractual relationship and in case of faults only in the amount of twice the expenses necessary for the rectification of faults. Offsetting against counterclaims is only permissible if these are undisputed or legally established. If the customer is in default of payment, ENKOM's claims shall be governed by the statutory default regulations. However, ENKOM is free to assert this against the customer in the event of a proven higher damage caused by default. In the case of continuing obligations, ENKOM is entitled to notify the customer of a price increase six weeks before the start of the planned increase at the latest. The price increase shall be deemed to have been accepted if the customer makes no use of their extraordinary right to terminate the contract at the time of the increase within two weeks of the date of notification of the increase in accordance with Section 3.7.

4 General terms and conditions

Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid provision by a valid provision, approximating as close as possible the intended economic purpose of the invalid provision and the originally agreed contractual balance. The same shall also apply to any loopholes in these GTC.

Deviating regulations to these GTC are required to be made in writing.

Offsetting of customer claims against ENKOM claims is excluded.

Re-export of all hardware and software, technical documentations, manuals etc. supplied by ENKOM is expressly prohibited.

All business relations of ENKOM are governed exclusively by Swiss law. The United Nations Convention (Vienna Convention) of 11 April 1980 on Contracts for the International Sale of Goods is expressly excluded. Performance location is the ENKOM subsidiary providing the service.

The registered office of the ENKOM subsidiary responsible for the contract is the exclusive place of jurisdiction, as far as legally permissible. ENKOM is entitled, at its own discretion, to assert its own claims at the customer's place of jurisdiction.

5 Mediation clause

The parties shall attempt to resolve all problems arising in the performance of this contract amicably by negotiation. If the parties are unable to settle their differences amicably within 60 days of the request to commence negotiations, they shall conduct a mediation procedure in accordance with the Mediation Regulations of the Swiss Chamber of Commercial Mediation. The same shall apply if the negotiations are not commenced within 30 days of receipt of the request. The present agreement does not prevent any party from conducting court proceedings.