

## GENERAL TERMS AND CONDITIONS FOR IT SERVICES

### 1. Scope

1.1 The following general terms and conditions for IT Services ("GTC IT") govern the contractual relationship between Schweizerische Radio- und Fernsehgesellschaft and all its branch offices and subsidiaries (the "customer") and the supplier (the "IT supplier") with regard to services (in particular agency contracts according to Art. 394 et seq. Swiss Code of Obligations (CO)) and to the production and delivery of a work (in particular contracts for work according to Art. 363 et seq. CO) in the field of information technology:

- **Head office:** Schweizerische Radio- und Fernsehgesellschaft (CHE-102.978.667)
- **Branch offices:**
  - RTS Radio Télévision Suisse, succursale de la Société suisse de radiodiffusion et télévision (CHE-396.664.102)
  - SRF Schweizer Radio und Fernsehen, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft (CHE-130.326.458)
  - RSI Radiotelevisione svizzera di lingua italiana, succursale della Società svizzera di radiotelevisione (CHE-460.782.578)
  - RTR Radiotelevisione svizra Rumantscha, succursale da la Societad svizra da radio e televisiun (CHE-490.337.869)
  - SWI swissinfo.ch, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft (CHE-348.079.846)
- **Subsidiaries:**
  - technology and production center switzerland ag (CHE-106.621.810)
  - SWISS TXT AG (CHE-108.141.194)
  - TELVETIA S.A. (CHE-100.033.678)
  - MCDT AG (CHE-357.351.852)
  - mxlab ag (CHE-114.748.944)

1.2 The application of the IT supplier's general or contractual terms and conditions is hereby expressly excluded.

1.3 The mutual obligations between the parties are agreed in accordance with section 2.1 and these GTC IT constitute an integral component of this contractual relationship (the "contract").

1.4 In the event of contradictions between these GTC IT and a contract, the provisions of the contract take precedence.

### 2. Conclusion of a contract

- 2.1 A contract may be concluded in the following form:
- in writing and signed with legal validity (a qualified electronic signature is equivalent to a hand-written signature) in the original or by fax or
  - in electronic form (by e-mail or via the customer's ordering platform).

### 3. Remuneration

3.1 The customer shall owe the IT supplier no remuneration or other compensation for the preparation, submission or amendment of tenders or for visits, demonstrations or other preliminary work carried out by the IT supplier.

3.2 The remuneration payable by the customer for the IT supplier's deliverables shall be shown in the IT supplier's tender or in the contract in accordance with the customer's instructions as a fixed price, a price cap or at cost. In the absence of any instructions from the customer a price cap shall apply.

3.3 If daily rather than hourly rates are quoted, one person-day shall be deemed to last 8 (eight) hours. Part days will be invoiced pro rata. No surcharges shall be payable unless they have been specially agreed.

3.4 Expenses such as travel, subsistence and accommodation costs incurred in connection with the delivery of services are included in the contract prices.

3.5 Working hours figuring in the contract consist only of actual deployment time not including journey time.

3.6 Value-added tax must be shown separately in the tender and the contract.

### 4. Invoices and payment terms

4.1 Invoicing takes place after the deliverables have been accepted on the basis of work reports initialled weekly by the customer.

4.2 Invoices shall be paid by the customer within 30 (thirty) calendar days of receipt. Incomplete and/or deficient deliverables entitle the customer to withhold payment until the contract has been fulfilled by the IT supplier.

4.3 The settlement of an invoice does not constitute a waiver of the right of claiming a defect regarding invoiced or not yet invoiced deliverables.

### 5. Place of fulfilment and duties of cooperation

5.1 The place of fulfilment for the deliverables is the location specified by the customer. If the customer has not specified a place of fulfilment, it shall be deemed to be the customer's registered office.

5.2 Any duties of cooperation on the part of the customer must be agreed in the contract.

### 6. Documentation

6.1 At the time of acceptance readiness, the IT supplier shall provide the customer with fully copyable documentation in the agreed languages, either on paper or in electronic form. This shall specifically include an installation and user manual plus the system documentation needed to maintain the customized software, standard software or modified standard software.

## **7. Involvement of third parties**

7.1 The IT supplier must obtain the customer's prior written approval of any third parties whom it proposes to deploy. Such approval shall not be refused without good cause. The IT supplier shall impose its own contractual obligations on third parties.

## **8. Security provisions**

8.1 If the IT supplier provides its deliverables on the customer's premises, it shall comply with the customer's instructions, security provisions and house rules.

## **9. Transportation and insurance costs and customs duty**

9.1 Transportation and insurance costs and customs duty shall be met by the IT supplier.

## **10. Transfer of risk**

10.1 The risk of accidental loss (including destruction, unusability and deterioration) of the IT supplier's deliverables or of components necessary for delivery prior to acceptance shall be borne by the IT supplier.

## **11. Acceptance testing and acceptance**

11.1 The IT supplier undertakes to release for acceptance only deliverables that it has already tested (acceptance of partial deliveries or final acceptance of the entire work); it will generate test logs for this purpose, which it will deliver to the customer unprompted ("acceptance readiness").

11.2 The customer shall subject the IT supplier's deliverables to acceptance testing. The purpose of acceptance is to establish whether the services and functions exhibit the characteristics agreed between the parties and the characteristics that the customer is entitled to expect according to the latest state of technology and in good faith. Partial acceptance is subject to the final acceptance of the entire work. Starting the operation does not constitute acceptance.

11.3 An acceptance test is deemed to have been successfully completed if no significant defects or only insignificant defects are identified. If significant defects are identified, the customer can refuse acceptance. The parties prepare an acceptance report in all cases.

11.4 Significant defects are deviations from the contractual requirements and functions that prevent or seriously impair the use by the customer as intended of the items concerned. Insignificant defects are all deviations that do not constitute significant defects. The contractual services are also deemed to be significantly defective if the rectification of individual defects that are not in themselves significant takes a total of more than 10 (ten) working days, and if they exhibit 10 (ten) or more individual insignificant defects.

11.5 The IT supplier shall at its own expense rectify defects identified during acceptance testing within a reasonable period, specified by the customer, from the date of the acceptance report. If significant defects are identified during acceptance testing, the customer can repeat acceptance testing once the defects have been rectified by the IT supplier.

11.6 If defects are identified during the repeat acceptance testing, whether significant or not, the customer has

the option of (i) demanding the IT supplier to rectify the defects identified at its own expense within a period specified by the customer (rectification; if the defect can only be rectified by replacing the defective deliverable, the right of rectification also includes the right to replacement), (ii) having the defects rectified by a third party or rectifying them itself at the IT supplier's expense or (iii) withdrawing from the contract. If defect rectification fails, the customer's entitlement to all warranty rights is renewed. The customer reserves the right to claim further damages.

## **12. Warranty of quality and fitness**

12.1 The IT supplier represents and warrants that the deliverables it provides, including standard software, are free of all defects. The deliverables are defective if they fail to meet the agreed requirements or the requirements assumed by the customer according to the latest state of technology and in good faith.

12.2 The warranty period is 24 (twenty-four) months, beginning when the entire work is finally accepted by the customer.

12.3 The customer is not obliged to undertake an inspection of the deliverables. The customer can make claims in respect of defects at any time during the warranty period.

12.4 If the deliverables provided by the IT supplier exhibit defects, the customer has the option of (i) demanding the IT supplier to rectify the defects identified within a period specified by the customer (rectification; if the defect can only be rectified by replacing the defective deliverable, the right of rectification also includes the right to replacement), (ii) appropriately reducing the remuneration due in respect of the defective deliverable, (iii) having the defects rectified by a third party or rectifying them itself at the IT supplier's expense or (iv) withdrawing from the contract. The customer reserves the right to claim further damages.

12.5 Where deliverables have been rectified or replaced by the IT supplier under warranty, the warranty period restarts and the customer shall be entitled to all warranty rights as set out in this section 12.

## **13. Warranty of title**

13.1 The IT supplier warrants that it is legally authorized and able to grant the customer those rights which it has granted to the customer under the contract.

13.2 The IT supplier indemnifies the customer in respect of any impending or legally valid liability for breaches of the rights (including ownership and intellectual property rights) of third parties or other third-party claims (including claims under product liability), insofar as and to the extent that the breach of such third-party rights or claims is or was due to the possession or the use as intended of the deliverables provided by the IT supplier.

#### **14. Property and usage rights**

- 14.1 The information, documents, materials and equipment made available by the customer for the purpose of the fulfilment of a contract remain in its ownership, may be used only for the fulfilment of the contract, and must be returned to the customer by the IT supplier on request without delay and in perfect condition at any time. On termination of the contract, the IT supplier shall return them to the customer without being called upon to do so.
- 14.2 All rights (including rights of ownership and/or commercial property rights) to any results created by the IT supplier in the course of the providing of the deliverables (including but not limited to inventions, designs, know-how, programs, documentation, reports, plans, drawings and calculations) shall be deemed to have been transferred exclusively and in full to the customer. This applies in particular to the rights to the customized software that has been created specifically for the customer, and any modifications to standard software including source code, program descriptions and system documentation in written and machine-readable form. Compensation to the IT supplier over and above the total contractual remuneration for the transfer of such rights to the customer is excluded.
- 14.3 The property rights to the standard software remain with the IT supplier or third-party supplier. The IT supplier grants the customer and the companies associated with it non-exclusive usage rights, unlimited in terms of time and place, within the contractually agreed scope (licence or sub-licence rights), including copying rights for backup and archiving purposes.
- 14.4 Both parties remain entitled to utilize and dispose of ideas, processes and methods that are not legally protected.

#### **15. Confidentiality**

- 15.1 The parties undertake to maintain confidentiality with regard to all secrets of the other party, especially operating and business secrets, that are entrusted to them within the framework of a contract or of which they otherwise become aware and neither to make use of them nor pass them to third parties. The parties shall furthermore ensure that this confidentiality obligation is not breached by their partners, managers or other employees and auxiliaries. These undertakings remain in force for a period of 3 (three) years after the termination of a contract.

#### **16. Insurance and hiring of services**

- 16.1 The IT supplier provides its deliverables either as a legal entity or as a self-employed individual, and is not an employee of the customer. It confirms its sole responsibility for the insurance cover required by statute (especially accident/invalidity/health insurance, old age and survivors' insurance, disability insurance, liability insurance etc. or analogous insurance cover in the state where it is registered) and that it has paid the requisite premiums and any other amounts due in full. Were the relevant social insurance agency to call on the customer for additional payments, the customer is authorized to call on the

IT supplier to pay half the social insurance contributions.

- 16.2 The IT supplier declares that it is complying with the Bundesgesetz über die Arbeitsvermittlung und den Personalverleih (Arbeitsvermittlungsgesetz, AVG) and equivalent cantonal legislation where applicable. Should it breach such statutory regulations it shall be liable to pay the customer compensation for damages (including any fine).

#### **17. Protective provisions and code of conduct**

- 17.1 The IT supplier guarantees in particular to uphold the dignity and privacy rights of its employees, and shall ensure that legally correct and fair working conditions prevail and that regulations relating to working hours and days off are complied with at all times. The IT supplier shall ensure a safe working environment in accordance with international treaties, law and norms (e.g. association norms) on health and safety in the workplace.
- 17.2 The IT supplier undertakes in particular to comply strictly with all relevant international treaties, laws and norms (e.g. association norms) concerning exploitation and discrimination. It shall not tolerate any form of forced or child labour, illicit employment or tax-avoidance practices within its own organisation or on the part of its contractual partners, direct or indirect suppliers, producers or service providers.
- 17.3 The IT supplier condemns in particular all forms of corruption, bribery and money laundering and undertakes not to tolerate such practices within its own organisation or on the part of its contractual partners, direct or indirect suppliers, producers or service providers.
- 17.4 The IT supplier in particular undertakes to comply with statutory data protection regulations and any data protection provisions of the customer.
- 17.5 The IT supplier in particular guarantees compliance with any export restrictions and import regulations from the place of origin to the place of fulfilment in accordance with the contract. The IT supplier will inform the customer in writing about any export restrictions of the country of origin.

#### **18. Entry into force and termination of contracts**

- 18.1 A contract comes into force upon its conclusion. If the IT supplier has provided deliverables prior to the contract being concluded, the provisions of the contract and these GTC IT will also apply to those deliverables.
- 18.2 The contract terminates on its fulfilment or expiry or on legal grounds specific to the contract.
- 18.3 A contract can be terminated without notice, subject to any claim for damages, if:
- 18.3.1 one of the parties breaches one or more of its obligations under these GTC IT or a contract and fails to rectify the breach within 30 (thirty) calendar days of being called upon in writing to do so or
- 18.3.2 insolvency proceedings are initiated with regard to the relevant party or it is granted a moratorium or it enters into an out-of-court composition agreement with its creditors.

#### **19. Final provisions**

- 19.1 Correspondence, invoices etc. from the IT supplier

must cite the order number specified by the customer in the contract or the order.

- 19.2 The use of business relations with the customer or its business names and distinguishing marks for promotional purposes by the IT supplier requires the customer's prior written consent.
- 19.3 The IT supplier is not entitled to assign its rights and obligations under a contract to a third party without the customer's prior written consent.
- 19.4 The IT supplier is not entitled to offset its claims.
- 19.5 These GTC IT and all contracts are subject to **Swiss law**. The UN Convention on Contracts for the International Sale of Goods is excluded.
- 19.6 The **sole venue** for disputes in connection with these GTC IT is determined as follows:
- **Head office:** Schweizerische Radio- und Fernsehgesellschaft, in **Bern**
  - **Branch offices:**
    - RTS Radio Télévision Suisse, succursale de la Société suisse de radiodiffusion et télévision, in **Lausanne**
    - SRF Schweizer Radio und Fernsehen, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft, in **Zurich**
    - RSI Radiotelevisione svizzera di lingua italiana, succursale della Società svizzera di radiotelevisione, in **Lugano**
    - RTR Radiotelevision Svizra Rumantscha, succursala da la Societad svizra da radio e television, in **Chur**
    - SWI swissinfo.ch, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft, in **Bern**
  - **Subsidiaries:**
    - technology and production center switzerland ag, in **Zurich**
    - SWISS TXT AG, in **Biel/Bienne**
    - TELVETIA S.A., in **Bern**
    - MCDT AG, in **Zurich**
    - mxlab ag, in **Bern**

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