

SRG SSR GENERAL TERMS AND CONDITIONS FOR IT SERVICES

1. **Scope**

1.1 The following General Terms and Conditions of Schweizerische Radio- und Fernsehgesellschaft and all of its branch offices and subsidiaries listed below ("SRG SSR") govern the contractual relationship between SRG SSR and the IT Supplier in respect of services (specifically agency contracts under Art. 394 ff. of the Swiss Code of Obligations, CO) and work (specifically contracts for work under Art. 363 ff. CO) in the field of information technology («GTC IT»):

- **Head office:** Schweizerische Radio- und Fernsehgesellschaft (SRG SSR) (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)
 - Società svizzera di radiotelevisione, Succursale Radiotelevisione svizzera di lingua italiana (RSI) (CHE-460.782.578)
 - RTR Radiotelevisioni Svizra Rumantscha, succursala da la Societad svizra da radio e televisiun (CHE-490.337.869)
 - Schweizerische Radio- und Fernsehgesellschaft, Zweigniederlassung swissinfo (CHE-348.079.846)
- **Subsidiaries:**
 - technology and production center switzerland ag, (CHE-106.621.810)
 - Schweizerische Teletext AG (CHE-108.141.194)
 - publisuisse SA (CHE-105.831.747)
 - 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 contractual conditions or general business terms is hereby expressly excluded.

1.3 The services and/or work to be provided by the IT Supplier will be laid down in an Individual Contract which must be signed by both Parties. The present GTC IT form an integral part of that Contract. Subsequent changes to the Supplies, milestones, etc. laid down in the Individual Contract may be agreed by the Parties in writing in response to a change request. Due account shall be taken of the implications of those changes for costs and deadlines.

2. **Involvement of Third Parties**

The IT Supplier requires the prior written consent of SRG SSR before subcontracting services or work to any third-party provider. Such consent may not be withheld unless there are important grounds for doing so.

3. **Documentation**

At the time at which the services or work are ready for acceptance, the IT Supplier shall provide SRG SSR electronically or in paper form with comprehensive and copyable documentation in the agreed languages. Such documentation comprises, in particular, an installation and user manual, as well as the necessary system documentation for amending the individual software or the modified standard software.

4. **Payment, Expenses and Invoicing**

4.1 The prices for the agreed Supplies and for software modules shall be laid down in the Individual Contract. Unless agreed otherwise, such prices shall be understood as a cost ceiling, i.e. Supplies are to be billed at cost up to the set limit. Any preliminary work in the context of the offer will not be paid.

4.2 If daily rather than hourly rates are charged, one person day is deemed to be eight hours. Part-days shall be charged pro-rata. No supplements will be paid unless specifically agreed.

4.3 Unless agreed otherwise, expenses such as travel, subsistence and accommodation costs that may arise while the Supplies are being provided shall be included in the prices in the Individual Contract.

4.4 Unless agreed otherwise in the Individual Contract, working hours shall be deemed to be actual hours of work, excluding travelling time.

4.5 When quoting prices, the IT Supplier shall state value-added tax separately in all cases.

4.6 Unless agreed otherwise, services and/or work shall be paid for on the basis of weekly work reports which shall each be approved by SRG SSR.

4.7 Services and/or work may not be invoiced until they have been accepted. Invoices shall be based on the work reports described in section 4.6. Unless agreed otherwise, all invoices fall due for payment within 30 calendar days of receipt.

5. **Acceptance Test and Acceptance**

5.1 The IT Supplier undertakes to release for acceptance only those Supplies which it has already tested personally. This applies to both the acceptance of part-performance and the final acceptance of the overall Supplies. The IT Supplier shall produce test protocols which it shall supply to SRG SSR without being asked to do so ("readiness for acceptance").

5.2 SRG SSR will subject the Supplies that have been provided by the IT Supplier to an acceptance test.

The objective of the acceptance process is to check that performance and functions meet the specifications agreed between the Parties, and display those characteristics that SRG SSR may expect in good faith without any special agreement in view of current technological progress. Partial acceptance is conditional upon final acceptance of the overall Supplies. Initial operation is not deemed acceptance.

5.3 An acceptance test is deemed to have been completed successfully if no major or only minor defects are found. SRG SSR may refuse to accept the Supplies if major defects are found. The Parties shall draw up an acceptance protocol in all cases.

5.4 Major defects are deemed to be deviations from the specifications and functions that form the object of the Individual Contract, where such deviations significantly impair or prevent the intended use by SRG SSR. Minor defects are deemed to be all deviations which do not represent major defects. A major defect in contractual performance is also deemed to exist if the rectification of several defects that are not major in themselves takes more than ten working days in total, or where there are ten or more defects which are not major in themselves.

5.5 The IT Supplier shall rectify defects found during the acceptance test at its own expense within a reasonable period from the date of the acceptance protocol. This period is determined by SRG SSR. If the acceptance test found major defects, SRG SSR may conduct a second acceptance test after the IT Supplier has finished rectifying the defects.

5.6 Should a second acceptance test also find defects, whether major or minor, SRG SSR shall have 30 calendar days from the date of the second acceptance protocol in which to choose one of the following courses of action (i) demand that the IT Supplier rectifies the defects that have been found at its own expense within a period set by SRG SSR (rectification; if the defect can only be rectified by starting again, the right to rectification also includes the right to have the work done again); (ii) have the defects rectified by a third party, or rectify the defects itself, at the expense of the IT Supplier, or (iii) withdraw from the Individual Contract concerned. Further claims for damages remain reserved.

6. Material Warranty

6.1 The IT Supplier warrants that its supplies, including software modules, do not contain any defects. Defects are deemed to exist if the specifications and functions agreed or required in the Individual Contract between the Parties are not fulfilled.

6.2 The warranty period begins in each case with the final acceptance by SRG SSR of the overall Supplies and lasts for 24 months. SRG SSR may complain about a defect at any time. No set periods or deadline apply.

6.3 Where defects exist, SRG SSR may choose one of the following courses of action (i) demand that the IT Supplier rectifies the defects that have been found at its own expense within a period set by SRG SSR (rectification; if the defect can only be rectified by starting again, the right to rectification also includes the right to have the work done again); (ii) make a deduction from the total payment which corresponds

to the impairment; (iii) have the defects rectified by a third party, or rectify the defects itself, at the expense of the IT Supplier, or (iv) withdraw from the Individual Contract concerned. Claims for damages remain reserved.

6.4 The warranty period for the warranty that the IT Supplier offers in respect of rectifications that it has made begins in each case with the acceptance of those rectifications by SRG SSR.

7. Legal Warranty

7.1 The IT Supplier warrants that it is legally authorized and able to grant SRG SSR those rights which it has granted to SRG SSR under the Individual Contract.

7.2 The IT Supplier shall indemnify SRG SSR against any threatened or legally enforceable liability, damage or legal defence costs arising from or in connection with a breach of third-party rights, as well as against other third-party claims.

7.3 SRG SSR shall notify the IT Supplier in writing immediately of any alleged breaches of third-party rights, or other third-party claims. SRG SSR may, at its own discretion, authorize and oblige the IT Supplier to lead the legal defence against such claims, up to and including the conclusion of a settlement.

8. Intellectual Property and Usage Rights

8.1 The information, documents, materials, equipment or other facilities provided by SRG SSR in respect of the fulfilment of an Individual Contract remain the property of SRG SSR and shall be returned to SRG SSR by the IT Supplier, immediately and in perfect condition, at any time upon request.

8.2 All rights (including private and/or industrial property rights) to the work produced by the IT Supplier in its Supplies for SRG SSR (including but not restricted to inventions, designs, expertise, software, documentation, reports, plans, sketches or calculations) are deemed to have been transferred fully and exclusively to SRG SSR. This applies in particular to the rights to the "individual software" produced by the IT Supplier specifically for SRG SSR, including source code, software descriptions and system documentation in written and machine-readable form. The IT Supplier shall not be paid any compensation for the transfer of such rights to SRG SSR over and above the total payment laid down in the Contract.

8.3 Intellectual property rights to standard software remain with the IT Supplier or third-party supplier. To the extent provided for in the Individual Contract, the IT Supplier shall grant SRG SSR and its associated companies non-exclusive usage rights (licence or sub-licence) that are not limited in either time or geographical scope. This includes the right to make copies for backup and archive purposes.

8.4 Both Parties retain rights of use and disposal in respect of ideas, processes and methods that are not legally protected.

9. Confidentiality

Each Party undertakes to maintain strict confidentiality about all confidential information belonging to the other Party, in particular operating and business secrets, with which they are entrusted within the context of an Individual Contract or of which they

otherwise gain knowledge. Each Party further undertakes only to pass on to third parties such knowledge as may be required to fulfil the Individual Contract. In addition, the Parties shall ensure that the duty of confidentiality is upheld by their auxiliary personnel. These obligations remain valid for a period of three (3) years following the termination of the Individual Contract.

10. Insurance and Employment Services

10.1 The IT Supplier provides its Supplies either as a legal entity or as a self-employed individual and is not in an employment relationship with SRG SSR. It confirms that it bears sole responsibility for the insurance that is required by law (specifically accident insurance, health insurance, pension insurance, AHV state pension insurance, liability insurance, etc.) and that it has paid the necessary premiums and fulfilled any additional conditions in full. Should the competent Compensation Office demand subsequent payments from SRG SSR, SRG SSR is entitled to demand half of the social insurance contributions back from the IT Supplier.

10.2 The IT Supplier provides that the Federal Law on Employment Services ("Arbeitsvermittlungsgesetz/AVG") and corresponding cantonal laws do not apply to him. The IT Supplier will be liable for damages in case of an infringement of this laws (a fine will be considered as damage).

11. Entry Into Force and End of Contract

11.1 Unless otherwise agreed in writing between the Parties, the Individual Contract enters into force on the date of the last signature. If the IT Supplier has provided Supplies before the Individual Contract has entered into force, then the provisions of the present GTC IT and/or those of the relevant Individual Contract shall also apply to such Supplies.

11.2 The Individual Contract ends once it has been fulfilled, once a given period has elapsed or for other contractually relevant legal reasons. An Individual Contract may also be terminated without notice if

- a. one of the Parties is in breach of one or more of their obligations under the present GTC IT or under an Individual Contract, and fails to rectify this breach of contract within 30 calendar days of a corresponding written warning
- b. insolvency proceedings are opened against the Party in question, or they are granted a deferment of insolvency proceedings, or they offer their creditors an out-of-court composition agreement.

Claims for damages remain reserved.

12. Concluding Provisions

12.1 The IT Supplier may only use its business relations with SRG SSR or SRG SSR's names or trademarks for promotional purposes if it has obtained the prior written consent of SRG SSR.

12.2 Should individual parts of the GTC IT or an Individual Contract become ineffective, the effectiveness of the remaining provisions remains unaffected. In such cases, the Parties shall interpret and amend the GTC IT or an Individual Contract such that the economic purpose which the invalid or legally unen-

forceable provision was intended to achieve may still be achieved as far as is possible.

12.3 The IT Supplier is not entitled to assign its rights and obligations from the GTC IT or the Individual Contract to a third party without the prior written consent of SRG SSR.

12.4 The GTC IT and the Individual Contract shall be governed and construed in accordance with **Swiss law**. The UN Convention on the International Sale of Good shall not apply.

12.5 The **exclusive place of jurisdiction** for disputes in connection with these GTC IT and/or an Individual Contract shall be determined as follows:

➤ **Head office:** Schweizerische Radio- und Fernsehgesellschaft (SRG SSR) in the city of **Berne**

➤ **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 the city of **Zurich**
- Società svizzera di radiotelevisione, Succursale Radiotelevisione svizzera di lingua italiana (RSI) in **Lugano**
- RTR Radiotelevision Svizra Rumantscha, succursala da la Societad svizra da radio e television in **Chur**
- Schweizerische Radio- und Fernsehgesellschaft, Zweigniederlassung swissinfo in the city of **Berne**

➤ **Subsidiaries:**

- technology and production center switzerland ag, in the city of **Zurich**
- Schweizerische Teletext AG in **Biel**
- publisuisse SA, in the city of **Berne**
- TELVETIA S.A. in the city of **Berne**
- MCDT AG in the city of **Zurich**
- mxlab ag in the city of **Berne**

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