

# General terms and conditions

Edition 2023

## 1. Fields of application

By accepting an offer from UDITIS, the customer accepts these general terms and conditions. They apply to the services as well as the sale or rental of products by UDITIS. Unless they are modified or supplemented by a written agreement, this set of legal rules acts as a contract between the customer and UDITIS.

The customer must ensure that the services for which it has concluded a contract with UDITIS are used in accordance with the law and the contract. Any support duties (such as compliance with technical regulations, for example) are defined in the contract and / or any riders.

## 2. Payment terms

Unless otherwise agreed, prices are in Swiss francs excluding VAT.

The invoice must be paid within the time limit indicated on each invoice. After this period and in the absence of objections formulated in writing, the invoice is considered to be accepted by the customer.

Should the customer have neither paid the invoice nor submitted its justified objections in writing within the specified period, UDITIS may suspend its services in order to limit damages. If the customer still fails to pay the invoice thirty days after these measures having been taken, UDITIS may terminate the contract without notice and without compensation. The customer then covers the costs incurred by UDITIS due to late payment.

## 3. Liability of UDITIS

### General comments / claims

As a specialized company, UDITIS undertakes to perform its services with all the care and diligence of a professional. UDITIS is held liable for direct damage caused by wilful misconduct or serious negligence. UDITIS cannot be held liable for damages resulting from customer's failure to abide by contractual commitments, or for indirect or consequential damages, such as loss of earnings or third party rights. Subject to special provisions specified in the contract, the claim for damages is limited to 10% of the annual value of the contract and / or any riders thereto.

### Staff

UDITIS is not responsible for the staff that the customer may make available to it to perform the missions entrusted (example: project management, environmental migrations). Likewise, UDITIS cannot be held responsible for any damage resulting from handling errors made by the customer.

### Equipment

Regarding the equipment sold, licensed, installed and / or managed, the responsibility of UDITIS cannot replace that of the manufacturers who alone can guarantee their supplies, raw materials and equipment.

## 4. Customer's liability

The customer must immediately report any apparent or hidden defect to UDITIS. In the absence of such notification within thirty days after delivery, delivery of the product is considered to be accepted.

### Confidentiality

All information, regardless of the medium, relating to UDITIS or the licensed software that has been communicated within the framework of the contract, is subject to an obligation of confidentiality. Any transfer to third parties is prohibited without prior written authorization from UDITIS.

Upon termination of the contract, the customer undertakes to destroy or return to UDITIS, at its request, the confidential information communicated within the framework of the contract.

## 5. Specific provisions

### Intellectual property

The customer receives a non-transferable and non-exclusive right to use the services. The content and scope of this right are defined in the contract and any amendments.

UDITIS, or authorized third parties, retain all intellectual property rights relating to UDITIS services. Insofar as the rights belong to third parties, UDITIS guarantees that it has the corresponding rights of use and distribution.

### Force majeure

In the event that one of the contracting parties could not, despite all its efforts, fulfil its contractual obligations due to force majeure such as particularly serious natural events, war events, strikes, unforeseen restrictions on the part of the authorities and criminal attacks against the computer systems of third parties (hackers), the execution of the contract or the deadline for the execution of the contract will be delayed depending on the event.

### Exclusion of compensation

The customer cannot deduct its own claims from sums it owes to UDITIS without the latter's consent.

### Assignment of rights and obligations

Neither contracting party may, without the prior written consent of the other party, assign or transfer to third parties the rights and obligations arising from this contract.

### Non-solicitation

Without the prior explicit agreement of UDITIS, the Customer may not, directly or indirectly, call upon in any way (including by commissioning or hiring them) collaborators, agents or contributors assigned by UDITIS, or by any third party called upon by UDITIS, in particular for the performance of services identical or similar to the Services or the installation of a Product. This prohibition applies whether or not the customer has actively employed the person in question.

This prohibition shall apply for the entire duration of the Contract and until 12 months after its termination.

In the event of a breach of this clause, the customer will owe UDITIS a lump-sum compensation equivalent to six times the monthly salary of the person who has been poached, including social security charges and all lump-sum expenses. Such compensation will be due for each case of dismissal. It does not release the employee from his obligations.

## 6. Changes to the contract

UDITIS will inform the customer of the changes made to its general terms and conditions as well as to the service descriptions or prices with sufficient notice so that the customer may terminate the contract and any amendments thereto within the contractual notice period. Unless the contract is terminated in writing within the notice period, the changes will be deemed to be accepted by the customer.

## 7. Applicable law and jurisdiction

This contract is subject to Swiss law. Any dispute that cannot be settled amicably will be definitively settled by arbitration via Swiss Arbitration Center. The place of arbitration will be the Swiss Arbitration Center, Boulevard du Théâtre 4, 1204 Genève and the language of arbitration will be French.