



UDITIS

## General terms and conditions

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(Cancels and replaces all previous versions)

Public

# Table of contents

<b>1 Common provisions</b>	<b>5</b>
1.1 Object	5
1.2 Conclusion of contracts	5
1.3 Obligations of UDITIS	5
1.3.1 Principle	5
1.3.2 Responsibilities	5
1.3.3 Consequential damage	6
1.4 Customer obligations	6
1.4.1 Control	6
1.4.2 Collaboration and support	6
1.4.3 Non-solicitation	6
1.5 Privacy & Data Protection	6
1.5.1 In general	6
1.5.2 Safety principles	7
1.5.3 Personal data	7
<b>1.6 Terms of payment</b>	<b>7</b>
1.6.1 In general	7
1.6.2 Deadline	8
1.6.3 Interests on arrears, administrative charges and suspension of benefits	8
1.6.4 Set off of receivables	8
1.6.5 Price changes	8
1.7 Other conditions	9
1.7.1 Transfer	9
1.7.2 Use of subcontractors	9
1.7.3 Force majeure or equivalent event	9
1.7.4 Revision of the GTCs	9
1.7.5 Partial nullity	9
1.7.6 Applicable law and place of jurisdiction	10
<b>2 Hardware and software resale</b>	<b>10</b>
2.1 Ordering & Delivery	10
2.2 Reception & Verification	10
2.3 Returns	11
2.4 Warranty	11
2.4.1 Hardware products	11

2.4.2 Software	11
2.5 Transfer of risk & Ownership	11
2.6 Composition of the prices	11
<b>3 IT projects</b>	<b>12</b>
3.1 Principles	12
3.2 Contract conclusion	12
3.3 Project and/or Deliverables acceptance	12
3.4 Prices & Payment terms	13
3.5 Customer cooperation	13
3.6 UDITIS warranty	13
3.7 Intellectual property & Rights of the customer	13
<b>4 Managed Services</b>	<b>14</b>
4.1 In general	14
4.2 Contract conclusion	14
4.3 Basic principle & Scope	14
4.4 Service locations	14
4.5 Planification of the work & Deadlines	15
4.6 Hours of operation & Public holidays	15
4.7 Service Warranties	15
4.7.1 Principles and limitations	15
4.7.2 Diligence	15
4.7.3 Duty to inform	15
4.8 Reversibility	16
4.8.1 In general	16
4.8.2 Document ownership	16
4.9 Contract duration & Termination	16
4.9.1 Effective date, duration and termination	16
4.9.2 Early termination for cause	17
<b>5 Online services</b>	<b>17</b>
5.1 Principles	17
5.2 Service provision & Use	17
5.3 Right of use & Intellectual property	18
5.4 Data hosting	18
5.5 Obligations of UDITIS	18
5.5.1 In general	18
5.5.2 Technical support	19
5.6 Customer obligations	19

5.7 Service prices	20
5.7.1 In general	20
5.7.2 Price adjustment	20
5.8 Reversibility	20
5.8.1 In general	20
5.8.2 Document ownership	20
5.9 Duration & Termination of the contract	21
5.9.1 Effective date, duration and termination	21
5.9.2 Early termination for cause	21
<b>6 Consulting Services</b>	<b>21</b>
6.1 In general	21
6.2 Contract conclusion	22
6.3 Duration & Termination of the contract	22

# 1 Common provisions

## 1.1 Object

These General Terms and Conditions (hereinafter the "GTCs") govern the general aspects relating to the provision by UDITIS of products and services. They apply to all contractual relationships between UDITIS and its customers, particularly with regard to:

- a) Resale of hardware, software and online solutions (cloud) from editors with whom UDITIS has a partner relationship or is authorized to resell their products.
- b) Contracts for the development of custom software solutions for the customers, or for IT projects with a guaranteed result.
- c) Contracts for the maintenance and upgrading of IT infrastructures, as well as user support (outsourcing).
- d) Contracts for the provision of online services (IaaS, PaaS, SaaS) developed by UDITIS.

## 1.2 Conclusion of contracts

Contracts are validly concluded either by the signing of a contract in due form or by acceptance, within its validity period (i.e. 10 days unless otherwise agreed in writing), by the customer of an offer issued by UDITIS.

The present GTCs, the contracts and the appendices explicitly mentioned in the said contracts represent the entirety of the agreements binding on the Parties. In case of discrepancies or contradictions between the various documents, the following hierarchy shall apply:

1. The additional offers (or addenda), attached to the duly signed contracts.
2. The contract(s) duly signed by the parties, including their appendices.
3. The GTCs in force.

All amendments or supplements to the contractual documents must be made in writing and with reference to the contract document considered. They must be duly signed by both parties or, in case an annex is updated, marked with the initials of the empowered contact person.

## 1.3 Obligations of UDITIS

### 1.3.1 Principle

UDITIS provides its services in a professional manner, according to the state of the art, by means of competent and trained employees

### 1.3.2 Responsibilities

UDITIS is liable for direct damage caused to a customer in the performance of a contract unless it proves that no fault is attributable to itself or its subcontractors.

Unless otherwise agreed in writing in a contract in due form, UDITIS' liability in this context is limited to 10% of the annual value of the contract considered and any amendments thereto.

### 1.3.3 Consequential damage

UDITIS's liability for indirect or consequential damage, such as, not limited to, loss of profit, loss of production, unrealized savings, loss of data is excluded to the full extent permitted by law.

## 1.4 Customer obligations

### 1.4.1 Control

Regardless of the nature of the services, the customer must check their quality and compliance with the requirements of the contract within 30 days of their provision and notify UDITIS in writing of any defect or non-compliance with these requirements. In the absence of such notification within this period, the services (or deliverables) concerned shall be deemed to have been accepted.

### 1.4.2 Collaboration and support

Insofar as possible, the customer appoints and trains, at its own expense, a person responsible for the relations with UDITIS. The customer also undertakes to cooperate with UDITIS in the performance of the contract by taking the necessary preparatory measures and providing information, documents, rights and access to its premises, systems and resources in good time, as required by the completion of the contract.

Customer's failure in its collaboration duties can generate extra costs for UDITIS, delay or other negative consequences in the service delivery that have to be borne by customer.

### 1.4.3 Non-solicitation

During the term of a service contract and until one year after its expiry, the direct or indirect solicitation by the customer of an employee of UDITIS, who is/was involved in the performance of that contract with the aim of directly or indirectly using his/her services, in any form whatsoever (contract of employment, mandate or other) is prohibited subject to obtaining the prior written consent of UDITIS.

In case of non-compliance with this restriction, UDITIS may require the customer to pay a contractual penalty equal to six months of gross salary paid to that employee at the time of the solicitation.

## 1.5 Privacy & Data Protection

### 1.5.1 In general

The parties undertake to treat as confidential all information or facts brought to their knowledge in the performance of the contract, in particular offers, trade or manufacturing secrets, strategic information, customer lists or any other data assimilated to intellectual property.

They further undertake to report this obligation to their respective personnel, auxiliaries or third party involved in the performance of the contract (e.g. subcontractors).

## 1.5.2 Safety principles

The parties are required to take appropriate technical and organizational measures to protect confidential information. Adequate measures refer to both organizational and technical measures, such as, but not limited to the following:

- Data minimization: only the information required to fulfill the contract is processed.
- Secure communications: when confidential information needs to be exchanged, the parties use encrypted communications.
- Limited access: only the person who has a need to know has access to the information.
- Staff training: employees are regularly made aware of cyber threats and trained according to the industry's recognized practices.

## 1.5.3 Personal data

The parties are aware that personal data within the meaning of the Federal Law on Data Protection (cf. RS 235.1), hereinafter "FLDP", which become accessible, are disclosed or processed in relation with a contract, must be treated in accordance with Swiss Data Protection laws.

In particular, the parties implement appropriate technical and organizational measures to ensure their integrity, accessibility and confidentiality, protect them against unlawful access and to ensure that their auxiliaries (employees and subcontractors) who have access to such data are informed of these obligations and undertake to comply with them.

Provided that the conditions for the protection of such data are met, the customer authorizes the transfer of such data to third parties and/or abroad for the purpose of performing a contract.

As data owner, respectively as controller of data processing within the meaning of the FLDP, the customer, alone or jointly with others, determines the purpose and the means of processing the collected personal data. As such, it is solely responsible to comply with the applicable legal regulations in the definition of these elements, as well as for the accuracy and the safeguarding of its data, unless the latter is part of UDITIS' services.

UDITIS complies with the legal requirements applicable to service providers when acting as a data processor within the meaning of the FLDP. As such, it is responsible for taking the required technical and organizational measures to ensure: a) that the personal data are only processed to the extent necessary and in accordance with the agreed purposes, b) that they are only processed in Switzerland or in a country that ensures an adequate level of data protection and c) that its auxiliary persons (employees and subcontractors) are aware of these commitments and comply with their confidentiality duties.

Insofar as UDITIS acts as a data processor within the meaning of the FLDP the conditions set out in the Data Protection Appendix (see [www.uditis.ch/CG](http://www.uditis.ch/CG)) to these General Terms and Conditions shall apply.

# 1.6 Terms of payment

## 1.6.1 In general

The price of services and products are defined in the applicable offer or contract.

Unless otherwise specified in the offer or contract:

- Recurring services (e.g. managed services) are invoiced monthly in advance.
- Other services (e.g. IT consulting) are invoiced monthly in arrears, according to the work performed and time spent.
- Hardware and software products are invoiced upon delivery.
- Prices are quoted in Swiss francs and exclude VAT.
- All invoices are payable within 30 days of their date of issue.

## 1.6.2 Deadline

Invoices not disputed in writing within 10 days from their date of issue are deemed to have been accepted.

## 1.6.3 Interests on arrears, administrative charges and suspension of benefits

In case of delayed payments, UDITIS is entitled to charge customers with interest on arrears from the due date of the corresponding invoice, at a rate of 6% per annum without prior notice.

In addition, from the second reminder onwards, UDITIS may charge a lump sum of CHF 50 per reminder to cover its administrative costs.

Moreover, with regard to hardware and software products, UDITIS is entitled to assert any prejudice arising from late payment of the invoice by the customer, particularly any impact linked to fluctuations in the money market.

Furthermore, sending the third reminder will result in all outstanding invoices becoming immediately payable.

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

## 1.6.4 Set off of receivables

The customer may not offset any claims he may have against UDITIS with invoices issued by UDITIS, unless authorized to do so by UDITIS or an enforceable judgment.

## 1.6.5 Price changes

### Services

UDITIS undertakes to maintain the price of its services for the agreed duration of the service contract, subject to the pass-through of additional costs arising from external factors or circumstances beyond the reasonable control of UDITIS, such as, but not limited to, modifications in the working assumptions considered in the offer.

If necessary, UDITIS will communicate the modifications sufficiently in advance and in an appropriate manner. In the absence of a written objection from the customer within 30 days of communication, the price change will be deemed accepted.

## Products

In case of any variation of the conditions of an offer between the order date and the delivery date due to price adjustments made by the Supplier, as defined below, or changes in purchasing conditions (exchange rates, etc.), UDITIS shall inform the customer in writing within 5 days. Failing such a notification, the contract shall be concluded on the basis of the offer as accepted by the customer.

## 1.7 Other conditions

### 1.7.1 Transfer

Neither party may, without the prior written consent of the other party, assign or transfer to third parties the rights and obligations arising from a contract. Supplier reserves the right to assign a contract to a company within its company's group.

### 1.7.2 Use of subcontractors

Without prejudice to specific rules of the LPD, UDITIS is authorized to use subcontractors for the provision of the agreed services. UDITIS remains liable to the customer for the subcontracted services to the same extent as for its own services.

### 1.7.3 Force majeure or equivalent event

Neither party may be held liable in case of non-performance or delay in its obligations due to a force majeure case or equivalent event which prevents or seriously disrupts the performance of the contract.

Force majeure or equivalent event is a) any extraordinary and unforeseeable event which is not related to the operation of the company, which occurs with an unavoidable external force and which prevents one of the party from executing its obligations, in particular, with respect to UDITIS, from meeting the agreed service levels or agreed delivery dates, or b) any other event with the same effects which is beyond the reasonable control of the affected party (e.g., breakdowns related to internet operators or massive DDoS attacks), which cannot be avoided despite the exercise of the appropriate diligence, without jeopardizing the company as a whole and/or its viability.

### 1.7.4 Revision of the GTCs

These GTCs may be updated at any time by UDITIS. In such a case, the updated version is sent or made available to the customer for information. It shall apply to any new offer/contract.

For running service contracts, in the absence of any comments or reserve made by the customer within 30 days of their communication, the updated GTCs are deemed to be accepted by the customer and form an integral part of these contracts at the end of this 30-day period.

### 1.7.5 Partial nullity

If part of the GTCs or a contract is found to be invalid or legally unenforceable, the remainder of the GTCs, respectively that contract, shall remain valid.

The parties shall interpret and adapt the relevant document in such a way that, despite the invalid or legally unenforceable elements, the intended purpose can be achieved as far as possible and the economic balance of the contract maintained.

### 1.7.6 Applicable law and place of jurisdiction

The contract and the general terms and conditions are subject to Swiss law, excluding any conflict of laws rules.

The courts of the canton of Neuchâtel shall have exclusive jurisdiction over any dispute arising from the conclusion, interpretation or execution of a contract. The right to appeal to the Swiss Federal Court remains reserved.

## 2 Hardware and software resale

UDITIS offers its customers a wide range of products and solutions from various third parties, such as hardware manufacturers, software editors, distributors and other service providers (hereinafter the "Supplier(s)"), with whom it has built partnerships allowing UDITIS to resell their products or solutions.

The purpose of this section is to define the terms and conditions specific to this type of transaction.

### 2.1 Ordering & Delivery

All orders for products are validly placed upon written acceptance of an offer from UDITIS, formalized by the countersigning of the offer by an authorized representative of the customer.

On receipt of the order, UDITIS checks the availability of the items and the validity of the conditions proposed in its offer, in particular the financial conditions, e.g. the applicable exchange rates. In case of any changes versus the conditions of the offer due to price adjustments by the Supplier or changes in purchasing conditions (exchange rates, etc.), UDITIS shall notify the customer in writing within five days.

Failing such a notification, the contract shall be concluded on the basis of the offer as accepted by the customer.

Delivery times are indicative. Unless otherwise agreed in advance between the parties, UDITIS may make partial deliveries to the address provided by the customer. The unavailability of all or part of the order does not authorize the customer to cancel the remainder of the order.

### 2.2 Reception & Verification

The condition of the products must be checked by the customer upon delivery.

The check must at least extend to the products conformity with the order and the absence of visible defects.

In case of defect, the customer must inform UDITIS in writing within 5 working days of delivery. The customer must provide a precise description of the problem, including any supporting documentation and photos.

The absence of notification within the aforementioned period of time shall constitute acceptance of the product.

## 2.3 Returns

Before returning any product, the customer must obtain authorization from UDITIS, which will organize the return procedure.

For products which are defective on arrival (“DOA”), the customer should retain the original packaging. If the products have already been put into service, the customer is responsible for deleting any data recorded or configurations made.

## 2.4 Warranty

### 2.4.1 Hardware products

The warranty provided by UDITIS is limited to the choice of Suppliers and the processing of the customer's order.

The customer acknowledges that the only warranty on these products is that provided by the Supplier, to the exclusion of any other claim against UDITIS.

Depending on the partnership agreements and UDITIS' possibilities, UDITIS may take over warranty management. This service is considered as an additional service that is charged to the customer.

### 2.4.2 Software

The conditions of use (licenses) and warranty of software resold by UDITIS are exclusively determined by the Supplier's conditions. The customer must accept them before use and waives all claims against UDITIS for any default whatsoever, including of legal nature.

## 2.5 Transfer of risk & Ownership

The risks and rewards of the delivered hardware and software products (if delivered on a media) pass to the customer upon departure from the Supplier's premises.

Ownership of the hardware products is transferred to the customer only after integral payment of their price.

Before the transfer of ownership, the customer is only authorized to use them for its own needs and is not entitled to dispose of them (e.g. rent, resell, pledge or otherwise alienate them) without the prior written consent of UDITIS.

If the customer is subject to enforcement proceedings (seizure, bankruptcy), the customer shall immediately inform the competent authorities of UDITIS's ownership on the hardware products and notify UDITIS accordingly.

## 2.6 Composition of the prices

Unless otherwise specified in the offer, secondary costs such as transport costs, (including insurance coverage), customs duties, or any accessories are not included in the hardware or software product's price.

They are charged to the customer and invoiced separately, either by UDITIS or by third parties.

# 3 IT projects

## 3.1 Principles

This section governs the provisions of project-based services, e.g.:

- Development of customized software solutions,
- IT projects involving the implementation of systems infrastructures, recovery or migration of IT environments.

## 3.2 Contract conclusion

The parties agree in writing on the nature and characteristic elements of the project, either on the basis of specifications provided by the customer, to which UDITIS responds with an offer, or based on an offer that UDITIS draws up according to its understanding of the customer's needs and expectations.

The final offer, signed by both parties, constitutes the contract or is formalized by the signature of a project contract in due form.

In all cases, the contract must include the following essential elements:

- Project objective,
- Description of the solution to be implemented,
- Project planning,
- Expected results,
- Financial conditions and payment plan,
- Any other elements considered important by the parties.

Insofar as these elements are correctly defined, UDITIS's commitment is understood as an obligation of result, i.e. a work contract within the meaning of Articles 363 et seq. of the Swiss Code of Obligations.

## 3.3 Project and/or Deliverables acceptance

The parties jointly determine the acceptance criteria, based on which the customer will verify the conformity of the deliverables with the agreed specifications, within 10 working days from the delivery date unless otherwise agreed in the contract.

If the agreed acceptance criteria are met, the parties sign an acceptance report, which closes the project and, if necessary, allows it to move on to the operational implementation or maintenance phase.

In case of minor defects, the deliverables are deemed accepted, but the defects found are recorded and corrected under warranty, as soon as possible.

Furthermore, if the customer does not verify the conformity of the deliverables with the agreed acceptance criteria within the specified time frame or uses them, partially or totally, in production, acceptance shall also be deemed to have been granted.

In case of major defects, the acceptance procedure shall be suspended so that UDITIS can make the necessary corrections within the agreed time frame. It shall resume when UDITIS informs the customer that the defects have been corrected.

A major defect prevents the system/software product or a significant part of it from being used by all or most users or produces incorrect results. Other defects are deemed minor.

## 3.4 Prices & Payment terms

If the price is defined as a fixed price, it applies to the scope defined in the contract, according to the working assumptions communicated and discussed during the preparation of the offer.

Any service that falls outside this scope will be subject to a change request, the functional and financial impact of which will be assessed by UDITIS in an addendum to the initial offer. Changes are only taken into account when the customer has accepted the addendum in writing.

## 3.5 Customer cooperation

The customer's cooperation is essential to the success of the project, particularly with regard to the clear and complete definition of its needs, the provision in good time of the documents, information or access necessary for UDITIS to carry out its services, the availability and competence of the internal resources involved in the project, compliance with the agreed deadlines and the performance of the tests for which the customer is responsible.

If UDITIS finds that its mission cannot be carried out due to insufficient cooperation, it will inform the customer in writing as soon as possible in order to minimize the impact on the project.

## 3.6 UDITIS warranty

In the case of projects involving a result, UDITIS will make all necessary corrections to ensure the conformity of the agreed deliverables with the agreed specifications for a period of 30 days from the date of acceptance as defined above. Any further claims are excluded. Any defect or non-conformity of the services result, which is reported to UDITIS, reproduceable and reasonably documented by the customer within this period of time, will be taken in charge at UDITIS's expense in order to be promptly remedied.

If the customer subscribes to a maintenance and support contract, UDITIS undertakes to analyze all requests for corrections or improvements in order to identify whether they are covered by the said contract or subject to payment.

## 3.7 Intellectual property & Rights of the customer

UDITIS retains all intellectual property rights over any and all deliverables and any other items made available to the customer under a contract, unless otherwise agreed in writing in that contract.

The rights to licensed software are governed by the applicable terms of the corresponding editor.

The customer receives a personal, non-exclusive right to use the deliverables or items made available under the contract, for its own purposes, within the scope of the project.

If necessary, the customer is authorized, with the prior written consent of UDITIS, to disclose the deliverables or items made available under a service contract to third-party service providers

that it appoints, but only for use for its own purposes and provided that the third-party service providers are informed of UDITIS's property rights and undertake to stick to them.

## 4 Managed Services

### 4.1 In general

This section governs the provision of services, essentially based on a commitment of means, with no obligation of result, unless otherwise expressly agreed as such in the contract.

Such services may consist of recurring services, like:

1. IT infrastructure management on behalf of the customer (also known as facilities management or outsourcing).
2. IT support services (helpdesk).

### 4.2 Contract conclusion

The parties agree on the content of the service and formalize their agreement by the conclusion of contracts whose essential clauses are, depending on the nature of the service considered:

- Purpose of the contract.
- Description and inventory of systems to be managed.
- Effective date and contract duration.
- Service Level Agreements (SLAs).
- Financial terms and conditions.

### 4.3 Basic principle & Scope

The contract governs the terms of execution and the agreed price. The appendices contain details, such as working assumptions, inventories and other metrics, which are regularly revised to allow the scope of the contract to evolve in line with the customer's needs, and to adapt the price to the actual use of the services.

Unless otherwise agreed, the perimeter is revised annually.

At the customer's request, the scope may be revised as defined in the service contract, upwards or downwards, subject to UDITIS's agreement as to the operational and financial consequences of the desired modifications. Any agreed modification must be formalized by updating the corresponding documents.

### 4.4 Service locations

In general, services are provided remotely or, when needed, at the location where the systems to maintain are physically located.

If the customer wishes services to be delivered elsewhere, the targeted location must be specified in the contract, together with applicable conditions (e.g. travel costs and time invoiced).

## 4.5 Planification of the work & Deadlines

The parties agree on the work schedule. Unless otherwise, expressly agreed in the contract, agreed deadlines are indicative and UDITIS will endeavor to meet them on a best commercially reasonable effort basis.

The customer is aware that compliance with these deadlines also depends on the prompt and proper fulfillment by the customer of its own obligations to cooperate, as required or mentioned in the contract.

## 4.6 Hours of operation & Public holidays

As a general rule, and unless specifically otherwise mentioned in a Service Level Agreement (SLA), technical services are provided Monday to Friday, 8:00am–12:00pm and 1:30pm–5:30pm.

Maintenance operations are carried out from Monday to Friday, between 7:00 am and 7:00 pm, at no extra charge.

On official public holidays in the cantons of Neuchâtel and Jura, Easter Monday, Whitsun Monday and the Swiss National Holiday, no services are available, except in duly justified cases such as major technical breakdowns preventing the customer to work or planned interventions duly authorized by the competent administrative authorities and against additional remuneration or at an increased hourly rate (depending on the contract invoicing mode).

## 4.7 Service Warranties

### 4.7.1 Principles and limitations

UDITIS provides the agreed management services to maintain, respectively restore, the proper functioning of the systems under contract.

The monitoring of the agreed service levels (SLAs) essentially serves as a basis for evaluating the objectives defined in terms of processing service requests and resolving problems and incidents.

The customer assumes sole responsibility for the operational risk of its overall information systems. UDITIS cannot ensure that the systems under management can be used without interruptions or incidents. Under no circumstances can UDITIS be held responsible for lost profit, any loss of earnings, contracts, or the customer's reputation, nor for any increase in production costs, indirect or consequential damage or claims from third parties, whatever the cause is.

### 4.7.2 Diligence

In case of service failure or unavailability, UDITIS will carefully carry out the agreed services and will make its best commercially reasonable efforts to safeguard the customer's interests.

UDITIS regularly informs the customer of the progress of the work undertaken to restore the service(s) affected. The customer will also take all reasonable steps to minimize any impact or damage resulting from the situation at its expense.

### 4.7.3 Duty to inform

UDITIS informs the customer as follows:

- Issue a warning if it finds that a user, through negligence or ignorance, is carrying out actions that could jeopardize the integrity of IT systems.
- Provide a report on the status of the systems under management and the services provided, in accordance with the agreed services and service levels.
- Recommend the most appropriate technical and economic solutions to resolve any problems identified or to develop the systems under management.

The obligation is deemed fulfilled from the moment UDITIS has informed the customer of the technical or human consequences resulting from a choice or decision made by the customer.

UDITIS cannot be held liable if technological choices or technical interventions are made without prior consultation of UDITIS or outside its knowledge.

## 4.8 Reversibility

### 4.8.1 In general

The principle of reversibility of services enables the customer to resume them following termination or expiry of the contract.

UDITIS undertakes to return all documents supplied by the customer as well as all access to the information systems under management.

Upon customer's request, UDITIS undertakes to cooperate with the third-party service provider taking over the service, to the extent commercially reasonable.

Reversibility services don't fall within the scope of the managed services contract, will be invoiced in addition, at the normal hourly rate of UDITIS (or any other conditions agreed following an offer), and will require a separate agreement.

### 4.8.2 Document ownership

Unless otherwise agreed in the separate agreement governing reversibility services, all documents produced by UDITIS under the managed services are deemed to be the exclusive property of UDITIS.

The customer is only authorized to use them for the purpose of ensuring proper reversibility of the service.

It may not disclose them, even partially, to third parties without the prior written agreement of UDITIS.

## 4.9 Contract duration & Termination

### 4.9.1 Effective date, duration and termination

Unless otherwise specified in the management services agreements, these contracts come into force on the date they are signed by both parties, and run for successive twelve-month periods, tacitly renewable unless one of the parties gives written notice of termination that is received by the other three months before the end of a contractual period.

Other fixed durations may be stipulated in the contract, particularly in case of provision by UDITIS of human or material resources requiring substantial investment. In such cases, even if the contract contains elements of both the mandate and the work contract, the parties agree that termination by customer for convenience or UDITIS for cause before the end of the agreed fixed period is subject to compensation.

## 4.9.2 Early termination for cause

The customer is entitled to terminate the contract, at any time and with immediate effect, if UDITIS has breached its essential contractual obligations and has not remedied the situation within 30 days of a written formal notice, sent by registered mail and specifying the alleged breach.

UDITIS is entitled to terminate the contract at any time if the customer has breached its essential obligations and has not remedied the situation within 30 days of written formal notice, sent by registered mail and specifying the alleged breach.

UDITIS is also entitled to interrupt the services or terminate the contract at any time subject to prior notice if the customer is notoriously insolvent or bankrupted and does not provide adequate payment guarantees. In case of early termination by UDITIS for cause, all agreed flat-rate fees up to the ordinary expiration of the contract become immediately due, except costs not incurred by UDITIS due to early termination. If applicable, UDITIS will send a final statement to the customer.

# 5 Online services

## 5.1 Principles

UDITIS develops and markets its own online following services:

- IaaS, i.e. the hosting of IT infrastructures (physical or virtualized servers and their associated services) in one or more shared datacenters.
- PaaS, i.e. the provision of IT platforms including, in addition to infrastructure provision, application storage and operating system management.
- SaaS, i.e. the rental of software solutions entirely designed and managed by UDITIS.

This section governs the provision by UDITIS and use by the customers of these services.

## 5.2 Service provision & Use

For the duration of the contract, UDITIS provides the customer with the selected service via a platform accessible via the Internet.

The scope of the available services, their content and specifications are described in the contract.

UDITIS regularly develops and improves its services through functional and technological updates. In the case of shared SaaS applications, UDITIS also takes care to eliminate software errors as far as technically possible.

Although UDITIS takes all necessary care and diligence in developing and improving its solutions, it cannot guarantee the customer uninterrupted and/or error-free use.

## 5.3 Right of use & Intellectual property

UDITIS grants the customer, for the duration of the contract, a non-exclusive and non-transferable right to use the service in accordance with the contract and these terms and conditions.

The customer is not authorized to reproduce, modify or make it available to third parties, whether free of charge or in exchange for payment.

All intellectual property rights on the solutions made available to the customer under these services remain the exclusive property of UDITIS. This also applies to any custom developments or specific parameterizations requested by the customer.

## 5.4 Data hosting

UDITIS provides the customer with space for the storage of data relating to the use of the service and/or software solutions. It ensures that this data is accessible via the Internet within the limits of technical possibilities.

UDITIS takes reasonable professional organizational and technical security measures against loss of data, access by unauthorized third parties and implements rapid data restoration capabilities. A description of the measures in force may be consulted at any time on the UDITIS website.

UDITIS undertakes that its services always comply with the legal requirements for data protection applicable in Switzerland and meet the generally accepted standards of the industry.

The customer undertakes not to store any content on the storage space whose processing would violate any applicable law or agreements agreed with UDITIS. If the customer breaches this obligation, or if there is a well-founded reason to believe that stored data are illegal or infringe the rights of third parties, UDITIS is authorized to restrict or block, temporarily or permanently, access to the service concerned.

A well-founded reason in this context refers to any measure taken by the courts, authorities or person concerned. Where applicable, provided that UDITIS is not prohibited from doing so, UDITIS will inform the customer of any restrictions.

The customer is the sole owner of the data and may require UDITIS, for the entire duration of the contract, to transmit it to him in whole or in part, without any right of retention being able to be invoked. Data is transmitted via a data network and in the format used by UDITIS. In case of special requirements or if the recurrence of requests involves considerable effort, UDITIS is entitled to demand compensation for its costs.

The customer is aware that third parties are involved in the chain of service providers. These third parties (e.g. access providers) are not subcontractors of UDITIS, which is not responsible for the performance of their services.

## 5.5 Obligations of UDITIS

### 5.5.1 In general

Adaptations, modifications or any maintenance operation may only lead to an interruption or temporary limitation of functionalities if this proves necessary for technical reasons, in particular for security reasons. Wherever possible, UDITIS will notify the customer at least two working days in advance of any planned intervention.

UDITIS strives to guarantee the highest possible availability of services. In case of serious breakdown, recovery operations will be organized, as a general rule, within four working hours of the problem being detected.

UDITIS assumes an obligation of means in the execution of the contract. Although UDITIS takes all necessary care and diligence in providing its services, it cannot guarantee the customer uninterrupted and/or error-free use of the service.

## 5.5.2 Technical support

UDITIS responds to customer queries relating to the use of online services on working days, Monday to Friday and from 8:00 to 12:00 and 13:30 to 17:30 unless specifically agreed otherwise in a Service Level Agreement (SLA).

Requests should be sent by e-mail to [helpdesk@uditis.ch](mailto:helpdesk@uditis.ch) or by telephone to +41 32 557 55 55. They will be processed as quickly as possible. Any delay in processing requests will not give rise to the payment of damages, withholding payment of overdue invoices or reimbursement of any kind. The support included in the contract does not cover third-party software or services, such as interfaces with other applications on the market, or problems arising from misuse of the service by the customer or its users.

On official public holidays in the cantons of Neuchâtel and Jura, Easter Monday, Whitsun Monday and the Swiss National Holiday, no services are available, except in duly justified cases such as major technical breakdowns or planned interventions duly authorized by the competent administrative authorities and against additional remuneration or at an increased hourly rate (depending on the contract invoicing mode).

## 5.6 Customer obligations

The customer undertakes to use the services exclusively for the purposes specified in the contract. He is solely responsible for the content it or raised its users generate, transmit or use within the framework of the service.

Consequently, the customer shall be liable for any damage suffered by UDITIS in case of claim raised by a third party against UDITIS that results from a breach by the customer of the rights of third parties or a provision of the law.

The customer is responsible for the configuration of its systems and the implementation of technical prerequisites, particularly in terms of hardware, Internet browser and network connections, required to use the service.

The customer must take appropriate measures to prevent unauthorized access by third parties. It must, in particular, make its employees and further auxiliaries aware of the proper use of Internet solutions and the importance of rigorous management (in particular the confidentiality) of their connection identifiers.

The customer also agrees to comply with the terms of personal use of access rights to the services. Consequently, the customer takes note of the fact that it is forbidden to create generic access to the services for its users and further auxiliaries and also ensures that they do not share their connection information.

## 5.7 Service prices

### 5.7.1 In general

Online services are billed on an annual, quarterly or monthly basis, as agreed in the contract, as soon as they are put into service, pro rata temporis if applicable, for the first period of the contract.

The agreed subscription fee includes the right of use of the services as described and for the purpose indicated online, maintenance, hosting and access to support.

Other services, in particular specific modifications or additions requested by the customer, initial configuration costs (e.g. data transfer) and user training, are not included in the agreed subscription fee and invoiced separately, based on a specific offer to be accepted by the customer before the additional services are provided.

### 5.7.2 Price adjustment

Subscription fee is adjusted in accordance with the contractual provisions in force, but at least every year, automatically, according to changes in the customer's actual usage (volume) and the metrics defined for each service (number of machines, CPU, RAM, storage volume, bandwidth, number of users, etc.).

UDITIS reserves the right to modify its pricing conditions for the next contractual term. Changes will be communicated at least 30 days before the next contract anniversary date. In the absence of a written objection by the customer within 10 days of their communication, the revised fee is deemed to have been accepted and binding.

## 5.8 Reversibility

### 5.8.1 In general

At the end of the contract, the customer will no longer have access to the services.

UDITIS undertakes to return its data to the customer in a standardized computer format, as well as all documents supplied by the customer. UDITIS will irreversibly delete all customer data from the platform after a period of 90 days from the expiration of the contract.

The principle of reversibility of services enables the customer to resume them following termination or expiry of the contract.

Upon customer's request, UDITIS undertakes to cooperate with the third party service provider taking over the service, to the extent this is commercially reasonable.

Reversibility services don't fall within the scope of the online services contract. They, will be invoiced in addition, at the normal hourly rate of UDITIS (or any other conditions agreed following an offer), and will be subject to a separate agreement.

### 5.8.2 Document ownership

Unless otherwise agreed in the separate agreement governing reversibility services, all documents produced by UDITIS under the scope of the online services are deemed to be the exclusive property of UDITIS.

The customer is only authorized to use them for the purpose of ensuring proper reversibility of the service.

It may not disclose them, even partially, to parties without the prior written agreement of UDITIS.

## 5.9 Duration & Termination of the contract

### 5.9.1 Effective date, duration and termination

Unless otherwise specified in the contract, it comes into force on the date it is signed by both parties, and runs for successive twelve-month periods, tacitly renewable unless one of the parties gives written notice of termination to the other at least three months before the end of a contractual period.

### 5.9.2 Early termination for cause

The customer is entitled to terminate the contract, at any time with immediate effect, in case UDITIS has breached its essential contractual obligations and has not remedied the situation within 30 days (the "grace delay") of a written formal notice, sent by registered mail and specifying the alleged breach. The termination notice must be sent within 20 days following the grace delay.

UDITIS is entitled to terminate the contract at any time if the customer has breached its essential obligations and has not remedied the situation within 30 days (the "grace delay") of written formal notice, sent by registered mail and specifying the alleged breach. The termination notice must be sent within 20 days following the grace delay.

UDITIS is also entitled to terminate the services or contract at any time subject to prior notice if the customer is notoriously insolvent or bankrupt and does not provide adequate payment guarantees.

In case of early termination by UDITIS for cause, all agreed flat-rate fees up to the ordinary expiration of the contract becomes immediately payable, except for any costs not incurred by UDITIS due to early termination. If applicable, UDITIS will send a final statement to the customer.

## 6 Consulting Services

### 6.1 In general

This section governs the provision of IT consulting services, essentially based on a commitment of means, with no obligation of result, in the form of a mandate in the meaning of articles 394 et seq. of the Swiss Code of Obligations.

Such services may be provided within the customer's digital transformation or in any other consulting area involving the provision of expertise acquired or developed by UDITIS.

UDITIS warrants to perform the services with due care, in a workmanlike manner and according to the state of the art. No further warranty shall apply.

## 6.2 Contract conclusion

The parties agree in writing on the nature and characteristic elements of the mission, either based on needs described by the customer, to which UDITIS responds with an offer, or based on an offer that UDITIS draws up according to its understanding of the customer's needs and expectations.

The final offer, countersigned by the customer, constitutes the contract or is formalized by the signature of a service contract in due form.

In principle, the document signed by the parties contains the following elements:

- Mission description and customer's objectives,
- Estimated duration of the mission,
- Estimated workload,
- Applicable rate(s) and other financial conditions,
- Any other elements considered important by both parties and derogations to the GTCs.

## 6.3 Duration & Termination of the contract

Unless otherwise specified in the contract, it shall enter into force on the date of its signature by both parties and shall remain in force for the duration of the agreed assignment.

It may be terminated at any time by either party in accordance with the provisions of the Code of Obligations.

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