

# General Terms and Conditions for Business Customers

## 1 Object of Contract

- 1.1 These General Terms and Conditions (GTCs) govern the general aspects of providing services in the field of Information and Communications Technologies (ICT) by Quickline to legal and natural persons (hereinafter customers) in the framework of one or more service contracts. They are deemed an integrated component of the contract in each individual service contract.
- 1.2 With the term 'service contract' we refer to those contracts that establish concrete obligations of performance between the customer and Quickline.
- 1.3 General terms and conditions of the customer only apply if Quickline accepts them in writing. In this case they apply only for the individual transaction in that case.

## 2 Beginning, Duration and Termination of this Service Contract

- 2.1 The service contract enters into force when signed by both parties.
- 2.2 The service contract will be concluded for an indefinite period, reserving any written agreement specifying otherwise.
- 2.3 In the absence of any other arrangement, each contracting party can dissolve the service contract by registered letter with a cancellation period of three months to the end of the month, at the earliest however at the end of the minimum contract period specified by the contracting parties in the service contract. On condition of mutual agreement, the contract can also be dissolved within other periods or at another date. Quickline will confirm the cancellation in writing.
- 2.4 Quickline can dissolve the service contract for due and sufficient cause at any time with immediate effect. This is especially the case if the services provided by Quickline or the third party services accessed by means of this service are illegally and improperly used, utilised or made accessible to unauthorised third parties or shared, as well as in the case that the terms of service or use of Quickline or of third parties are disregarded. Also considered due and sufficient cause would be the public announcement of bankruptcy proceedings or bankruptcy forbearance on any party. In these cases the right to extraordinary cancellation is only available to the other party.
- 2.5 To the extent that the minimum contract period is agreed upon and the customer cancels the contract before it expires, the customer must pay the charges owed to Quickline through the end of the minimum contract period, even if the customer is no longer using the services.

## 3 Quickline Responsibilities

- 3.1 Quickline will provide the contractually specified services in the framework of the available financial and human resources in accordance with the current state of the art. The customer is obligated to issue clear and technically correct instructions and provide them in writing at the request of Quickline. Quickline must disregard any technically incorrect instructions provided by the customer. If these instructions lead to added costs for Quickline, Quickline is entitled to pass these costs to the customer.
- 3.2 Quickline may employ auxiliary personnel, third parties (especially subcontractors, partners) and/or employees of these third parties.
- 3.3 To the extent that Quickline acts as a general contractor with respect to the customer, it is liable for its sub-contractors as well as for itself. In all other respects Quickline is only liable for the selection, instruction and supervision of the third parties engaged. If the customer demands that a specific subcontract be used, the customer must bear the risk or failure to perform or poor performance by the sub-contractor alone.
- 3.4 Quickline can only guarantee uninterrupted and error-free performance of service in the framework of the service level agreements provided for in the service contracts. With reference to disruption to the user of these services or other default by Quickline, Quickline's service obligations are not considered

transactions due on a specific date. Should Quickline come into default, the customer has the right to withdraw from this contract to the extent that it immediately warns Quickline and grants Quickline two opportunities to correct the problem with appropriate grace periods. Announced interruptions to services, especially those resulting from maintenance work, do not constitute a default. In the event of termination of contract those services (or portions of services), that have essentially already been completed according to contract must be paid in full; withdrawal from the contract does not affect these purposes.

- 3.5 The devices and equipment provided to the customer for the use of these services remain the property of Quickline and the customer has no rights of disposition or copyrights to them.
- 3.6 Quickline will support the customer in the establishment of a stable condition for the use of the services. If an expense for this is claimed that exceeds the usual amount, or if the time and effort expended by Quickline is attributable to a malfunction of the customer's equipment or its improper operation, Quickline will bill the customer for its added and/or total expenditures at the current rates.
- 3.7 Quickline is obligated to only initiate or carry out troubleshooting measures or correction of malfunctions in services during usual business hours. Usual business hours means Monday to Friday, 7:00AM to 6:00PM with the exception of Swiss federal and Cantonal holidays for the greater Basel area and City of Basel. Quickline will undertake measures to preserve good service quality outside of these periods depending on their urgency, but is not contractually obligated to do so. Troubleshooting and correction of malfunctions in the case of special contracts or SLAs remain reserved.
- 3.8 The customer only has a right to a refund of the services billed by Quickline if the availability to the customer agreed to in the contract and listed in the SLA is not available to the customer for reasons for which Quickline is accountable. The contractual guarantees do not apply in cases of events or conditions whose causes lie within the customer's influence, are the customer's responsibility or for which the customer is wholly or partly culpable (e.g. manipulation of the hardware or installation provided by Quickline and disruptions that originate with the customer's network), as well as in cases of force majeure. Quickline is not responsible for operating equipment provided by the customer. Refunds will be provided in accordance with the contractually arranged SLA in combination with the level of service and duration of use from Quickline in the billing period. The minimum use is set down for each of the services in the corresponding SLA.
- 3.9 The customer's claims on reimbursement expire insofar as it does not assert these claims in writing to Quickline within 30 days of the end of the billing period in question and does not assert a corresponding claim for refund of feeds with Quickline.
- 3.10 With respect to demonstrating deficient availability, the burden of proof lies with the customer

## 4 Operation Equipment, Maintenance and Service

- 4.1 The planning, supply, operation, protection, maintenance, service, renovation and/or technical expansion and improvement of other necessary operating equipment for providing Quickline's services lies, to the extent not otherwise agreed upon, are the responsibility of Quickline. This also applies to the hardware and software used, with the exception of the operating equipment to be provided by the customer in accordance with the service contract (hardware and software).
- 4.2 The terms 'maintenance' and 'service' refer to all planned activities working on the Quickline services described in the service contract that are necessary to maintain operational readiness. Unplanned outages (malfunctions) are not included under the conditions of maintenance and service.

- 4.3 If the infrastructure provided by Quickline must be modified, expanded, replaced or re-located due to legal regulations, Quickline will bear the necessary costs to the extent that nothing else is specified in the service contract.
- 4.4 If the infrastructure supplied by Quickline under contract is modified, expanded, replaced or re-located at the request of the customer, the customer will bear the related costs.
- 4.5 The customer is responsible for service and maintenance of its own equipment.

## 5 The Customer's Responsibilities

- 5.1 The customer will make sure that all required duties to support and cooperate are fulfilled in a timely fashion, in the scope required and free of charge to Quickline. Should the customer fail to meet these essential contractual obligations or fail to meet them in adequate degree, the resulting consequences (e.g. delays, added expenses) will be borne by the customer.
- 5.2 The customer is obligated to inspect all services provided by Quickline for possible deficiencies immediately after they are completed. Any deficiencies are to be reported by the customer in writing immediately after they are discovered.
- 5.3 If the customer uses Quickline services to make use of third-party services in turn, the customer is responsible for this third-party's compliance with Quickline's terms of use and can be held directly liable in cases of loss. The customer is also obligated to settle accounts with the third party directly concerning the use of its services. Quickline reserves the right to conclude a differing written agreement.
- 5.4 The customer is also obligated to comply with the applicable Cantonal and federal legal provisions, especially those of criminal law, data protection, and telecommunication and copyright that applies to the exchange of data and information that it initiates.
- 5.5 Reserving written agreements stating otherwise, only the customer named in the contract or its employees and any third parties engaged in the course of possible commissioned or contracted work are entitled to make use of Quickline's services, and that only to the extent that making use of Quickline's services is in direct connection with exercise of its legal obligations to perform work, commissions or contracted under law. The customer is forbidden from using Quickline services or making them accessible to third parties to the extent that this is not expressly permitted in the service contract.
- 5.6 The customer is obligated to make certain that its employees likewise comply with the obligations that accrue to them from this service contract. This rule also applies to any third parties commissioned or contracted by the customer.
- 5.7 The customer must allow Quickline employees access to the technical equipment provided by Quickline or used by the customer in order to make use of Quickline's services during regular business hours and whenever required to maintain quality of service.
- 5.8 The customer is obligated to immediately inform Quickline of any defects, malfunctions, hazards or unavailability of services or equipment of which it becomes aware as well as of any illegal or contractually improper use of services by it, its employees or any third party it engages as well as by unauthorised third parties (e.g. hackers).
- 5.9 It is the customer's responsibility to protect all data including program data that are stored in its IT devices and equipment used for Quickline services as well as any that are used for this purpose or that can be reached through Quickline services from unauthorised access and manipulation.
- 5.10 Letting or Sub-letting the communications infrastructure to third parties without Quickline's approval is permitted. However, Quickline assumes no rights or responsibilities with respect to these third parties and excludes all liability toward these parties.
- 5.11 The customer is itself responsible for licenses, concessions, approvals or permits that are required for the installation and the operation of the customer's own equipment in its own or in Quickline's premises.

- 5.12 The customer is also responsible for not using Quickline services in any way or manner that could cause losses to Quickline or third parties.

## 6 Compensation

- 6.1 Compensation for the services provided by Quickline will be determined in each case by the contractually specified prices agreed upon between Quickline and the customer. To the extent that prices are not otherwise marked, all compensation is understood as excluding any fees and taxes that must be paid additionally by the customer. At this point in time this is the VAT. Should fees, taxes or other charges be assessed in the future or be changed, Quickline is entitled to adjust compensation by these amounts. Quickline can adjust the prices at any time, especially in the case of changed operational or business conditions (e.g. new standards or regulatory requirements, new technologies, changes in suppliers, changes in prime costs, inflation) on condition of observing a written notice period of 50 days to the end the month. To the extent that the adjustments are significant, the customer has a right to extraordinary cancellation of the affected contracts on the date that these changes take effect, which must be exercised in writing within 30 days of notification of the adjustment. In the absence of written notice of cancellation, the adjustments will be binding on the customer. The adjustment of prices to inflation, to changed fees, taxes, higher electricity and network usage prices or other new expenses are not considered significant adjustments and do not provide a basis for a right to extraordinary cancellation. Improvements in the range of services under condition of retaining existing prices as well as price reductions can also be put into effect by Quickline with a shorter notice period to the end of the month. In these cases the customer has no right to cancel.
- 6.2 The customer will be billed for services rendered quarterly in advance. Partial calendar months will be billed on a pro rata basis. Compensation is due within 30 days from billing date, net. The customer must use the bank account information provided on the billing statement to effect payment. The customer will enter into default without any additional warning once the payment period expires. A default interest rate of 5 % per annum is agreed upon. Should the customer come into default of payment, Quickline can make continued service dependent on payment of all outstanding billing statements and, at its discretion, pre-payment of other securities.
- 6.3 Should Quickline reduce the prices for services, it can simultaneously adjust any discounts that have been granted.
- 6.4 If desired, the customer can demand that the basis for calculation of the billing statement be presented in writing. Quickline will provide the customer with the basis for calculations as long as this can be done with reasonable technical effort.
- 6.5 Any services requested by the customer whose prices were not specially agreed upon will be billed by Quickline according to the effective effort at the currently valid standard rates (c.f. 'Billing Rates for Support and Maintenance').
- 6.6 Expenses for travel, board and overnight lodging will be billed to the customer separately absent any agreement otherwise.
- 6.7 Offsetting claims by the customer is only permissible with Quickline's approval.

## 7 Liability

- 7.1 Quickline is liable for proven losses that the customer suffers due to intentional or grossly negligent breach of contract by Quickline. Any additional liability is excluded. In no case is Quickline liable for indirect losses and subsequent losses, especially loss of profits or loss of data or harm to the customer's reputation. Quickline is not liable for any losses inflicted on the customer through abuse of the communication infrastructure

- by third parties. The customer is itself responsible for compatibility of hardware and software components that it uses.
- 7.2 Quickline is not liable if provision of services is temporarily interrupted, wholly or partially limited or completely impossible due to events of force majeure. Considered force majeure events are especially natural events of particular intensity (avalanches, floods, landslides, etc.), military actions, civil unrest, sabotage, strikes, disruptions in service of third-party suppliers, unforeseeable restrictions imposed by public authorities, etc. If Quickline cannot fulfil its contractual obligations, fulfilment or the deadline for contract fulfilment will be postponed in a degree corresponding and proportional to the event that occurred. Quickline is not liable for any losses that the customer suffers as a result of the delay in fulfilling the contract.
- 7.3 If contractual penalties (esp. compensation for damages depending on providing the availability achieved) to the disadvantage of Quickline are included in the service contracts (including their appendices) and these are asserted by the customer, the customer is not entitled to any other claims, not even compensation for damages or a refund and/or reduction of cost.
- 7.4 The customer can be held responsible and/or held liable for all losses that Quickline suffers through its use of Quickline services. In the event of improper use by the customer, its employees or contractually engaged third parties hired by the customer, as well as third parties who have gained access to Quickline services through the customer's IT equipment (e.g. Hackers), Quickline can also immediately interrupt all of the customer's connections without notice. Should Quickline or its employees be prosecuted or held responsible under criminal, civil or administrative law due to the illegal nature of information offered by the customer through the communications infrastructure, the customer will be held responsible for the damages and any claims for compensation.
- 8 Other Provisions**
- 8.1 **Ownership of Property**  
The communications infrastructure provided by Quickline remains the property of Quickline or the third parties it engages in every case. The limitations of ownership are defined in the service contract.
- 8.2 **Entry into the List of References**  
If the customer does not assert any written objection, Quickline is entitled to add the customer's name to the list of references.
- 8.3 **Confidentiality**  
In order to fulfil its obligations and to assert its rights deriving from this contract, Quickline may employ third parties. The contracting parties and any third parties they employ are obligated to maintain confidentiality regarding the service contract including its appendix and the General Terms and Conditions as well as all facts and information that become known to them in connection with the conclusion and performance of the service contract. The obligation to maintain confidentiality persists for two years after the end of the contractual relationship.
- 8.4 **Data Protection**  
Both parties, their employees, other auxiliary personnel and third parties that they engage, are obligated to comply with the provisions of the Swiss Federal Data Protection Act at all times. This also includes the implementation of all necessary technical and organisational security measures.
- 8.5 **Customer-related data will be handled in the framework of the purpose of the contractual relationship in accordance with the provisions of the Data Protection Act. Quickline acquires, stores and processes only those data that are required to perform its services, to manage and maintain the customer relationship, namely guaranteeing a high quality of services, and for providing security of operations and infrastructure, along with billing. They can be shared with third parties within these limits.**
- 8.6 **Making Emergency Calls**  
Based on the one number concept of the virtual PBX, calls using your business phone number can be made from any location. If an emergency call is made from outside your head office, we can neither determine the location of the connection nor can we guarantee adequate routing. Keep in mind to use an appropriate means of communication in case of an emergency situation.
- 8.7 **Exclusivity and Competition.**  
These present GTCs and all therewith associated service contracts do not establish any exclusive rights for any of the parties. Specifically, Quickline can conclude identical contracts with other companies for identical or similar services. Additionally, Quickline can also act as competitor to the customer and offer the same or similar services as those offered by the customer.
- 8.8 **Legal Succession**  
The contracting parties are obligated to transfer the contractual relationship with all its rights and duties to a legal successor. Rights and duties deriving from service contracts can only be ceded or transferred to a legal successor with the written consent of the counterparty. Quickline can however cede or transfer rights and duties fully and completely to companies of the Quickline Group.
- 8.9 **Written Form**  
Changes and amendments to the service contract, including waiver of this requirement of written form, must be effected in writing to be valid.
- 9 Concluding Provisions**
- 9.1 The service contract and/or service contracts (including these GTCs) replace all earlier agreements, offers, and tenders for bids, specifications, correspondence, declarations, negotiations or arrangements of the parties concerning the object of contract of each of the service contracts, unless these are expressly referred to.
- 9.2 Quickline can modify or amend the service contract including appendices at any time. Unless cancellation is effected in writing as provided for under Number 6.1 at the date of entry into force, these changes and amendments will be binding on the customer. The change and/or amendment will be communicated to the customer 50 days before the cancellation period starts.
- 9.3 Should a clause of this contract prove invalid for whatever reason, the remaining provisions of the contract are not affected. The parties will in this case make every effort to replace the invalid clause with an amendment that most closely approximates the original intent. The like applies in cases of unintended loopholes in the contract.
- 9.4 Both contracting parties will make every good faith effort to reach a mutually acceptable resolution to any differences in opinion. Should no amicable agreement be achieved, Arlesheim is herewith specified as the sole court of jurisdiction. Swiss material law applies.

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