



swisscom

C1 - Public

Contractual conditions
relating to
Video Insider Services

between

Swisscom Broadcast Ltd

Ey 10

3063 Ittigen

hereinafter referred to as **Swisscom Broadcast**

and

The Customer



1 Subject matter of contract

These contract terms govern the conditions for the provision of services relating to the product Video Insider by Swisscom Broadcast for the customer. The specific services to be provided by Swisscom Broadcast in each case will be agreed in the individual orders in question.

2 Contract elements

The following documents form an integral part of the entire contract:

- Offer from Swisscom Broadcast Ltd
- The present contract terms
- Video Insider service description
- The Swisscom Broadcast Ltd General Terms and Conditions for Customers of 2022
- The Swisscom Broadcast Ltd Data elements and technical and organisational measures (TOM) of 2022
- The Swisscom Broadcast Ltd Data Processing Agreement of 2022
- Video Insider terms of use

In the event of inconsistencies between these contract terms and the annexes hereto, the provisions of these contract terms shall take precedence. In the event of inconsistencies between different annexes, the above order of priority shall apply. In the event of inconsistencies between an addendum to these contract terms and these contract terms or an annex hereto, the provisions of an addendum shall take precedence. The provisions of the latest addendum shall take precedence in the event of inconsistencies between two addenda.

Additions/amendments to the contract terms will be made in writing (using addenda for example).

The contract between the parties shall enter into force upon acceptance of the individual offer.

3 Services from Swisscom Broadcast

Swisscom Broadcast provides the customer with a platform for video surveillance. The relevant information for this service is captured by sensors at the locations defined by the customer and transferred to the platform operated by Swisscom Broadcast over the Internet. The Internet connection required for this is not part of the contract.

3.1 Service description validity

The most up-to-date version of the service description is valid (cf. 'Video Insider service description'). Swisscom Broadcast shall give the customer sufficient advance notice of any changes to services that lead to a significant impairment of the service. In this case, the customer may terminate the contract in writing within 30 days of receipt of the notification, under observance of a three-month period of notice to the end of the month. Otherwise, the amendment to the service description will be considered accepted.

3.2 Operational disruptions at customer

The customer shall inform all affected parties, including Swisscom Broadcast, about any shutdowns and operational restrictions affecting the service. The customer shall ensure that the necessary shutdowns result in minimal operational disruptions.

3.3 Interruptions due to maintenance work by Swisscom Broadcast

As a rule, Swisscom Broadcast will give the customer 5 working days' notice of any necessary maintenance work (software updates/patches etc.) resulting in disruption or interruption of the service.

3.4 Access

The customer shall, following appropriate advance notice, grant Swisscom Broadcast the necessary access to perform the work.

3.5 Support

In the event of faults and maintenance work, the customer will support Swisscom Broadcast by providing all the necessary information and appropriate equipment (lifting platform, ladders etc.) to reach difficult-to-access sensors.

3.6 Access to the service components

The customer shall provide Swisscom Broadcast with a named point of contact for all matters. In the event of the dedicated contact person's absence, the customer shall advise of the name of his or her replacement.

3.7 Additional expenses

Any additional expenses incurred by Swisscom Broadcast for which the customer is liable will be charged to the customer. This also applies in the event of the customer's improper handling of individual components or the entire video surveillance system, or a breach of the terms and conditions of use by the customer.



3.8 Exclusivity

The customer shall not appoint third parties to maintain the video surveillance system.

4 Remuneration and payment conditions

The customer shall remunerate Swisscom Broadcast for the services provided under these contract terms in accordance with the prices specified in the offer.

All prices indicated are exclusive of VAT unless otherwise expressly stated.

Remuneration for the recurring services specified in the offer is due from the first day of the month following commissioning. The customer will receive an invoice for all services listed in the offer. Any one-off installation costs for each site will generally be charged together with the first invoice for the recurring Video Insider services.

Unless otherwise stated in the offer, invoices will be issued annually in advance and must be paid by the date indicated on the invoice form. In the event of a delayed payment, the customer will be deemed to be in default. If the customer is in default of payment, Swisscom Broadcast may suspend all services under this contract until the payment obligation has been fulfilled.

The invoice will be issued to the address specified in the offer.

5 Term and ordinary termination of contract

These contract terms shall enter into force at the time of contract conclusion upon acceptance of the offer. The contract and thus also these contract terms shall continue to apply for as long as the customer receives contractual services.

Unless otherwise agreed in an offer, the term of contract shall commence at the time of contract conclusion and end 5 years after the first day of the month following commissioning.

If another term of contract is agreed, the above provision shall apply *mutatis mutandis*.

Unless terminated by either party before the end of the term of contract, the contract will be extended for a further one-year period on a rolling basis. The notice period is 3 months in all cases.

6 Extraordinary termination of contract

If either party is in serious breach of the provisions of these contract terms or if there are other reasons that make continuation of the contract unreasonable for the other party, this party may set the other party a period of grace of a maximum of 30 days to remedy the breach of contract by means of a written warning describing the breach of contract or the facts that it considers to constitute good cause. If the warned party has not remedied the breach or the good cause has not been eliminated within this period, the other party may terminate the provision or availment of the service under these contract terms without notice.

In addition, the contract may be terminated without notice at any time and without the setting of a period of grace by one party, if the other party

- a) files for bankruptcy, becomes insolvent or has sought deferral;
- b) has ceased its business activity;
- c) enters liquidation.

7 Premature withdrawal from the service model

In the event of an extraordinary termination of recurrent Video Insider services by the customer without good cause, the customer shall continue to be liable for the amount that would be payable until the regular end of the contract. This amount consists of the payments due for the remainder of the contract and the cost of dismantling the video surveillance system. Swisscom Broadcast will bill the customer for this amount upon receipt of the extraordinary termination.



8 Property and insurance

All equipment and systems made available or additionally provided or leased by Swisscom Broadcast remain the property of Swisscom Broadcast.

The customer shall ensure that the devices provided to him by Swisscom Broadcast are adequately insured (for fire, natural disaster, vandalism or theft for example).

After termination of the contract, the customer shall return the sensors and devices provided by Swisscom Broadcast for the corresponding services in a perfect condition. The customer is liable for their loss or damage. The customer is liable for all damage caused to Swisscom Broadcast sensors and devices by itself, its staff or third parties commissioned by it or other third parties. The customer will be charged for dismantling of the installation.

9 Assignment of rights and duties

Neither party may, without the prior written consent of the other party, transfer to third parties any rights and obligations arising out of this entire contract.

The transfer of the entire contract to another Swisscom Group company is reserved, provided that Swisscom Ltd has a direct or indirect participation in this company.

10 Amendments to the contract

The provisions of the entire contract may be amended at any time by the parties by mutual consent. These changes must be made in writing and legally signed by the parties.

The same applies when waiving this requirement of the written form.

11 Severability

If individual provisions of the entire contract are or become incomplete or legally ineffective, or should they be unenforceable for legal reasons, the validity of the rest of the entire contract remains unaffected. The ineffective provision shall be replaced by another provision as close in spirit to the intended purpose of the original.

12 Applicable law and place of jurisdiction

The entire contract is governed by Swiss law. Bern is the sole place of jurisdiction.