



Legal provisions to site share contract for telecommunication services

1 General provisions

The co-user shall be entitled to use the SBC infrastructure exclusively for their own actual needs for the provision of telecommunications services. The co-user shall not be entitled to place the infrastructure at the disposal of third parties nor use it for purposes other than the provision of telecommunications services. Unless otherwise expressly agreed in writing, the parties agree to observe the costs-by-cause principle in respect of all costs arising from the performance of the contract and the constituent parts thereof.

2 Services and obligations of SBC

SBC shall provide the co-user with infrastructures for the erection, maintenance and operation of telecommunications service transmitters (basic service) as well as the following services for these infrastructures:

- Infrastructure maintenance
- Repair of damage that is not caused by the co-user

All infrastructures, equipment and installations provided or newly installed by SBC shall remain the property of SBC.

3 Site relocation

In justified cases (replacement, extension, partial dismantling, renovation, etc.), SBC can request the relocation of equipment and installations operated by the co-user; notice of this must be given in writing and in observance of a twelve-month period of notice. The co-user shall bear the costs incurred for relocation of the antennae, equipment, installations and cables. In such a case, SBC shall coordinate the work with the co-user and aim to avoid any disruption of operations, or, at the very least, minimise the extent and duration thereof.

Emergency structural work because of sudden, unforeseen damage or highly likely imminent damage is an exception to this.

If, at a used SBC site, an adjustment of the site infrastructure is required (for example, replacement of the existing mast with a higher mast, replacement of an existing building) due to the needs of SBC or to maintain the site in a fit state for site share, the co-user shall bear the incurred relocation costs for their own installations and equipment.

4 Services and obligations of the co-user

4.1 Site sharing

The co-user agrees to observe and adhere to all applicable legal regulations and requirements at the respective site at their own expense.

The co-user's equipment and installations are the property and sole responsibility of the co-user. It is the responsibility of the co-user to arrange insurance (liability, fire and force majeure etc.) for their facilities, equipment, installations and persons, and to cover any damage incurred by SBC or any other co-users as a result of the co-user's installations and equipment and the operation thereof (including any malfunctions). SBC accepts no liability for consequences resulting from the co-user's failure to arrange such insurance or if, for any reason whatsoever, the insurance arranged is interrupted or insufficient.

The co-user shall not be permitted to transfer the proprietary rights for their on-site installations to third parties without the written consent of SBC.

Upon contract termination, the co-user is required to remove their equipment and installations. All hired space etc. must be cleaned prior to return. Any damage must be compensated by the co-user. Any renovation work performed by the co-user must be executed properly and be completed prior to contract termination.

The co-user shall duly inform SBC of planned structural modifications at any installations on their own equipment.

The granting of site share must not negatively affect the legal, technical or economic situation of SBC. Matters that are not regulated under the site share contractor are ambiguously regulated must be decided based on this principle.

4.2 Duty of disclosure - notifications

The co-user shall provide SBC with all information that may be requested in good faith for the purposes of the contract. Any information that is supplied must be provided free of charge in the customary quality for such data.

In particular, the co-user shall, on request, provide SBC with information relating to their infrastructures, equipment, installations and components, including the technology that is or will be connected to the SBC infrastructure, equipment and installations. If the legitimately requested information is not provided to SBC, even after observance of a reasonable period of grace, the co-user shall bear any resultant disadvantages and costs entailed.

The co-user shall provide all the necessary technical parameters of their installations free of charge and upon request for the creation of a site data sheet in accordance with the Ordinance on Non-Ionising Radiation (NISV).



4.3 Occupational safety

The relevant SBC requirements and applicable occupational safety regulations for Switzerland must be observed on site. The code of conduct that applies within the respective SBC building must also be observed.

It is strictly prohibited to climb the antenna tower (tower, mast, terraces etc.) for any reason whatsoever without the express consent of SBC. If SBC requests supervision by an employee or other measures, the associated instructions must be followed. SBC will charge the co-user the expenses associated with this.

If SBC grants permission to climb the antenna tower, the applicable SUVA regulations and internal Swisscom regulations ("Occupational Safety and Health Protection"; "ASIR") must be observed. To the extent permitted by law, SBC shall accept no liability for accidents (or material and design faults).

If the tower should sustain a defect of any kind or operations should be disrupted as a result of climbing the antenna tower, the co-user shall be liable toward the injured party (SBC or other co-users).

Third parties engaged by the co-user are subject to the same conditions as the co-user and, if applicable, the co-user shall bear the same liability for any damage caused by the contract workers as it would for their own employees.

4.4 Cooperation with authorities and owner

If SBC is not itself owner of a site, SBC shall only guarantee the services subject to approval by the site owner. SBC will inform the co-user of any requirements of the site owner; such requirements are also binding for the co-user.

Third-party property (real estate for example) must be used with the utmost care in observance of the precept of considerate exercise of legal rights. The co-users inter parties shall bear exclusive liability for remunerating any damage suffered by the real estate owner because of the co-users accessing the site and using the land for building and installation work.

Should a building application become necessary, this shall be submitted by the co-user as the authorized representative of SBC. If an objection procedure is conducted, the co-user shall again appear as the authorized representative of SBC. SBC reserves the right to take part in an objection procedure. The further procedure (following a decision concerning the objection by the competent authority) shall be mutually defined.

Any legal communication with the site owner during the building application proceedings (for the collection of signatures etc.) and for any other purposes will be exclusively through SBC. SBC may grant the co-user the authority (power of attorney) to represent SBC in legal correspondence with the site owner.

5 Prices und Indexation

5.1 Prices

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

SBC is entitled to adjust the flat-rate price set for electricity consumption to reflect the actual energy draw. Where the actual energy draw cannot be measured or cannot be measured reliably, SBC may determine or estimate it based on appropriate criteria. In doing so, SBC may, in particular, consider meter readings, technical performance data of the installed equipment, historic consumption values and information supplied by the co-user.

Increases in the price components that are decisive for energy supply – in particular energy prices, network-use fees, metering costs, taxes and duties – may be passed on by SBC to the co-user with effect from the date such increases become effective.

Furthermore, at every termination date SBC may adjust the prices, providing the reasons for such adjustment. Price adjustments in accordance with clause 5.2 remain reserved.

5.2 Indexation

Notwithstanding clause 5.1, SBC is entitled to adjust all or part of the prices contained in the site contract on an annual basis, effective 1 January, in line with the evolution of the national consumer-price index (CPI). This right also applies during any agreed minimum-contract period.

The price indexation must be communicated to the co-user at least three months before it becomes effective.

The calculation basis for the price indexation is the national consumer-price index (base December 2010 = 100 points).

Prices are adjusted for inflation using the following formula:

$$\text{New price} = \text{current price} \times \frac{\text{new index}}{\text{current index}}$$

For the prices in effect to date, the reference index is that of September 2014. For the prices that will be adjusted as of 1 January 2027, the reference index is that of August 2026. The basis is the "Price List – Site share for telecommunications service."

A change of the base year or a replacement of the national CPI does not affect the right to index. In such a case the conversion factors published by the Federal Statistical Office, or the functionally comparable successor index, must be applied. Retroactive price adjustments for billing periods that have already elapsed are excluded.



6 Billing and terms of payment

6.1 Billing

The recurring payment for site share and power supply must be paid within 30 days of invoice receipt.

In the event of new building or renovation, the invoice will be issued once the build permit becomes legally valid irrespective of whether construction start has already taken place. SBC will confirm this date in writing on receipt of the co-user's build permit. Thereafter, billing will be annually in advance.

If SBC must create new infrastructure for the co-user or extend existing infrastructure (extend the mast, replace the mast or cabin), payment for site share will be due once the infrastructure has been provided. SBC will notify the co-user in writing of the date of infrastructure availability and, therefore, the start of the payment obligation.

Service adjustments in the course of a calendar year will be charged on a pro rata temporis basis.

6.2 Terms of payment

If the co-user fails to adhere to the contractually agreed payment periods, they will be sent a reminder in which they are granted a reasonable period of grace. If payment is not made within this grace period, SBC may suspend all contractual services until fulfilment of the payment obligation.

Should payment not be made before the specified deadline, the service recipient shall be automatically in arrears. An interest rate of 5% p.a. shall be applied for interest on arrears.

7 Contract termination

Notice of contract termination must be sent to the relevant party by registered mail. A letter confirming receipt of this notice must be sent to the originating party by return of post.

7.1 Regular termination

The site share contract may be terminated by either party in observance of a twelve-month period of notice to the end of a calendar month, at the earliest to the end of the minimum term. Unless expressly stated otherwise in the site share contract, SBC may, in the event of an extraordinary relocation of the transmitter site (which may be necessary, for example, if the infrastructure is under threat from natural hazards or as a result of changes to the law or official requirements), or if it demonstrably has requirements of own, terminate the site share contract at any time, that is, during or after the minimum contract term, in observance of a twelve-month period of notice to the end of a calendar month. If the co-user terminates the site share contract prior to the expiry of the minimum contract term, it shall be

liable to pay the total payment amount for site share for the minimum contract term.

7.2 Termination without cause

The site share contract may also be terminated due to important cause immediately and without compensation at any time by either party, without setting a period of grace, in particular, if:

- The other party files for bankruptcy, becomes insolvent or has sought respite
- The other party meets the conditions of Art. 725 of the Swiss Code of Obligations (capital loss and over-indebtedness)
- The other party ceases trading
- The other party enters liquidation
- Government restrictions render service provision impossible.

If termination without notice applies for one of the following two causes:

- The other party has been in repeated and serious breach of its contractual obligations,
 - The other party has been in repeated and serious breach of legal regulations in connection with use of the service (unlawful conduct of the other party),
- a precondition of termination is that the terminating party must have first issued a written warning about the breach of contract to the other party and also set a period of 20 days for the breach to be redressed, and this breach must not have been redressed by the breaching party within the set period.

8 Final provision

The site share contract is exclusively governed by Swiss law. Berne is the sole place of jurisdiction. Should any of the provisions of the contract be or become ineffective, this shall not affect the effectiveness of the remaining provisions. In such a case, the ineffective provision shall be replaced by an alternative, effective provision which most closely reflects the commercial purpose of the original.