

General Terms and Conditions (GTC)**A. General Provisions****1 Swisscom Event & Media Solutions**

Swisscom Event & Media Solutions (hereinafter „Swisscom“) shall develop and offer the following services: Temporary information and communications services, productions and internet media services for business customers, event organizers, media companies and sports and cultural organizations at home and abroad (hereinafter „Services“).

2 Scope of Application

Unless otherwise agreed in writing, Swisscom's General Terms and Conditions shall apply exclusively for any Services provided by Swisscom. General terms and conditions, general terms of sale and other, preformulated contract terms and conditions of customers and the like, shall only apply to the extent Swisscom has explicitly consented thereto in writing.

3 Written Requirement

All agreements and legally binding declarations of the contracting Parties must be made in writing in order to be valid. Declarations provided electronically (email) are deemed to be equivalent to having been provided in written form.

4 Conclusion of Contract

- 4.1 Swisscom shall provide interested customers (possibly following an initial meeting in person) with a written offer for the provision of certain Services including the present GTC.
- 4.2 Upon a written declaration by the Customer accepting the offer from Swisscom (declaration of acceptance), or upon receipt by the Customer of a written confirmation of order from Swisscom, a contract shall be deemed to have been entered into between Swisscom and the Customer.
- 4.3 Changes by the Customer to Swisscom's offer shall merely represent a counteroffer for Swisscom. In cases such as these, a contract shall only be deemed to have been entered into subject to written confirmation by Swisscom.

5 Offers

Provided that nothing else has been explicitly agreed in writing, Swisscom offers are binding for 30 days from the creation date. This does not apply to obvious errors. All price information is quoted in Swiss francs excluding value-added tax and other duties.

6 Execution

- 6.1 Notwithstanding those cases covered by para. 6.2, Services shall be performed or created within the time limit indicated in the offer or the contract.
- 6.2 Swisscom may extend the time limit by a reasonable period, where:
 - (i) Information, content or materials of the Customer etc. upon which the Services are contingent, are not provided to Swisscom on time, or where these are subject to subsequent modifications by the Customer.
 - (ii) Swisscom does not receive timely or proper deliveries by third parties, whereby Swisscom is neither liable for these circumstances, nor could it have done something to prevent them.
 - (iii) The Customer fails to comply with payment deadlines.
- 6.3 An extension of the time limit for execution due to the reasons stated above shall not give rise to neither damage compensation claims nor any right to revoke the contract on the part of the Customer.

7 Payment Terms

- 7.1 Invoiced amounts are to be paid by the due date indicated on the invoice or the contract documents. The Customer may submit reasoned objections in writing against an invoice up until this date. Where the Customer fails to do this, the invoice shall be deemed to have been accepted.
- 7.2 Where the Customer fails to either pay the invoice or submit reasoned objections in writing thereto, Swisscom shall be entitled to suspend the performance of all Services without further notice, and take any and all measures as set out in the contract documents in order to prevent further damages, and/or terminate the contract without notice or compensation.
- 7.3 The Customer shall bear all costs incurred by Swisscom due to late payment, such as administrative and reminder fees, default interest, attorneys' fees and court costs.
- 7.4 Any offset of claims by the Customer shall only be permitted subject to Swisscom's consent.

8 Confidentiality

The Customer is required to maintain perpetual secrecy with regard to information on Swisscom as well as with regard to its customers and their business interests, which the Customer becomes privy to in connection with the conclusion and implementation of its cooperation with Swisscom, or which, under other circumstances, are unmistakably recognizable as business or operational secrets of Swisscom and may not - to the extent not required in order to achieve the contract purpose - record or pass on such information.

9 Data Protection

The Customer expressly agrees that Swisscom may store on Swisscom servers data that it has received about the customer in the course of its business relationship and edit it if necessary. Customer data will be collected, processed and used by Swisscom according to the provisions of the Swiss Federal Act on Data Protection and exclusively with a view to performance of the contract. It will not – except to the extent that third-parties are engaged for the performance of the contract – be passed on. Swisscom will ensure that any third parties engaged for the performance of the contract also comply with the provisions of the Data Protection Act. Swisscom will take particular precautions regarding data security, but will not be liable in the event of damages (including loss of data).

B. Provision of Services**10 Reliance on Third Parties**

10.1 When performing its Services, Swisscom shall be entitled to rely on auxiliaries, external third parties (in particular sub-contractors) and employees of said third parties (hereinafter „Auxiliaries“). Auxiliaries shall not have any contractual relationship to the Customer but shall instead only be vicarious agents of Swisscom vis-à-vis the Customer.

10.2 Swisscom will be liable for the actions of auxiliary persons as for its own actions.

11 Cooperation Obligations of the Customer

11.1 The Customer shall make available at its own expense and risk all necessary services, information, material resources and rights which are necessary for the provision of the Services. The Customer shall ensure that all required cooperation obligations are performed on time and to the extent necessary.

11.2 The Customer shall in particular ensure that premises are ready and can be accessed on time, as well as compliance with technical requirements; it shall ensure that a responsible interlocutor is present.

11.3 In the event of untimely, defective or incomplete compliance with cooperation obligations by the Customer, Swisscom may demand compensation for any additional expenses incurred by it as a direct result of delays demonstrably caused by the Customer or by lacking or defective performance on the part of the Customer.

12 Devices owned by Swisscom

12.1 If Swisscom makes a device available to rent or loan, it will remain Swisscom's property for the entire duration of the subscription period. The argument of rights of lien or retention in favour of third parties is expressly excluded. In the event of distraint, retention or attachment, the client is obliged to inform Swisscom immediately and to notify the responsible debt collection or bankruptcy office of the Swisscom property. When the service package ends, the Customer is to return the undamaged device to Swisscom within the period specified by Swisscom. If the Customer does not fulfil this obligation, Swisscom reserves the right to invoice the Customer for the unreturned device.

12.2 Ownership of the products sold is not transferred when the items are transferred or installed but upon complete payment of the contractually agreed price. If the customer violates the contract, in particular if he does not fulfil its payment obligations, Swisscom may, after setting an appropriate deadline, withdraw from the contract and demand that the items located with the customer be returned.

13 Delivery and Acceptance of Productions

13.1 Swisscom shall inform the Customer upon successful completion of productions and shall make such productions available in the agreed format (e.g. as a DVD, CD, electronic file etc.) at the agreed location (e.g. on site at Swisscom, per electronic delivery, deposit on a server together with the access code etc.) for acceptance by the Customer („Delivery“).

13.2 Where the Customer is satisfied with the production it shall inform Swisscom that the latter may publish/use/hand over the production as agreed („Release“). Swisscom shall confirm any Release provided only in spoken form per subsequent email. Upon Release or in the absence of an explicit, written complaint by the Customer within two working days of delivery, the production shall be deemed to have been accepted by the Customer („Acceptance“). In the case of live broadcasts or other directly transmitted productions, any Acceptance shall be excluded.

13.3 In the case of complaints, or any requests for changes or modifications at the time of Acceptance, Swisscom shall discuss the points raised together with the Customer (modifications / practicalities / changes)

and shall remove any defects for which it is responsible.

13.4 Where any modifications desired by the Customer would result in considerable extra costs (e.g. in the case of additional recordings on site etc.), these shall be discussed in advance between Swisscom and the Customer and shall be borne by the Customer.

13.5 In the case of modifications/changes, any new acceptance shall take place *mutatis mutandis* to the rules set out under 13.1 ff. above.

14 Publication/Handing Over of Productions

Accepted productions shall be uploaded and published/disseminated by Swisscom via the agreed portal/platform in accordance with the agreed terms, or handed over to the Customer in the agreed format.

15 Copyright

15.1 Swisscom hereby or at such time as they may arise, transfers the exclusive exploitation rights to the Customer for comprehensive exploitation/use of the productions including any and all affiliated graphic materials and all work inputs on which these productions are based, for all media and technical procedures, without temporal, geographic or substantive limitations, as exclusive and transferable rights.

15.2 Upon conclusion of the contract, the Customer grants Swisscom a temporally or geographically unlimited right, to use the productions for its own purposes (e.g. as reference production) and in this context (where necessary in edited format) to publish it (e.g. on Swisscom's website or as a presentation film or video (show reel)).

15.3 Use of the video player: The Customer shall have the unrestricted right to use the video player on its own company website (internet and intranet). This right shall be granted without temporal limitations, shall be non-transferable, and therefore may not be used on partner websites. The customer has no claim to updates.

15.4 With regard to the remaining Services (i.e. those not listed in para. 15.1 to 15.3), the Customer shall obtain a non-transferable, non-exclusive right of use and exploitation for the duration of the contract term. All intellectual property rights regarding these Services shall remain with Swisscom or the authorized third parties.

16 Privacy Rights, Property Rights, Indemnity

16.1 The Customer undertakes vis-à-vis Swisscom that all persons who appear in the productions have given their consent to be recorded and for the production to

be broadcast to the extent envisaged.

16.2 The Customer also undertakes vis-à-vis Swisscom that it is authorized to use all content provided or designated for the productions (subject matter, trademarks, engravings, design, music etc.).

16.3 The Customer shall be responsible that the productions do not violate statutory provisions, third-party rights (e.g. copyright, other intellectual property rights, claims of any kind, property rights and other rights in rem or privacy rights) or that they violate morality. Where Swisscom should nevertheless determine the existence of illicit content, productions may be removed from portals or platforms without notice.

16.4 The customer must ensure that the WLAN is only accessible for closed user groups using encryption via WPA2. Furthermore, the credentials must not be displayed openly (e.g. on-site notice). The customer undertakes to identify all users of the WLAN network and to record them in writing. Due to the obligation to provide information about users on request from investigating authorities, the customer must retain this data for a minimum of six months. Compliance with these requirements is the sole responsibility of the customer. Swisscom assumes no liability for any non-compliance by the customer and the resulting damage. Swisscom reserves the right to discontinue the service with immediate effect in the event of a violation of this requirement. In this case, the customer has neither a claim for compensation nor for damages (e.g. due to loss of profits).

16.5 The Customer shall hold Swisscom blameless from any third-party claims (e.g. removal claims, damage compensation claims, other compensation payments, in particular due to breaches of undertakings in connection with para. 16.1 to 16.3) and shall be liable to Swisscom for any resulting damages in this context. In addition to any compensation for damages awarded to third parties by a court, such liability shall also comprise all costs of Swisscom in connection with its defence against such claims (attorneys' fees, court costs etc.).

16.6 The Customer undertakes to actively assist Swisscom in defending against such third-party claims. Swisscom undertakes not to recognize third-party claims either in or out of court, without the consent of the Customer.

17 Warranty, Exclusion of Liability

17.1 Swisscom undertakes to perform its Services diligently, conscientiously and in accordance with the prevailing technical state of the art.

- 17.2 However, under no circumstances can Swisscom guarantee the uninterrupted availability of internet connections or other internet services.
- 17.3 In the event of any complaint regarding the productions themselves, the provisions governing Acceptance of the productions pursuant to para. 13 shall apply.
- 17.4 In the event of concealed defects, or in the event that the productions are not used in the intended manner, the Customer shall only be able to demand subsequent improvements.
- 17.5 In the event of a breach of contract, Swisscom shall be liable for any proven damages, provided it is unable to demonstrate that it is not at fault. For any damages inflicted due to malice or gross negligence, Swisscom shall be comprehensively liable. For personal damages incurred due to minor negligence, it shall be comprehensively liable; for property damages it shall be liable up to the amount of CHF 300,000 per damaging incident and for financial damages up to the maximum amount of CHF 50,000 per damaging incident. Under no circumstances shall Swisscom be liable for consequential damages, force majeure, profits foregone, or lost data.
- 17.6 This notwithstanding any further liability provisions contained in the contract documents.

C. Final Provisions

18 Term of contract and termination

If contracts are not limited in time, the ongoing obligation stipulated within them is deemed in each case to have been concluded for an indefinite period. If a minimum term is agreed, a termination is possible at the earliest after expiration of the minimum term. Unless agreed otherwise, either party may terminate a service with a termination notice of three months to the end of the month.

If the customer terminates the contract at any time before the expiration of the minimum term, he/she is obliged to remunerate Swisscom until the contractually stipulated end date.

19 Earlier agreements

The contracts (including these General Terms and Conditions) shall supersede all earlier arrangements, correspondence, declarations, negotiations or agreements between the Parties about the object of the respective contracts, unless specific reference is made to them in the respective contracts. This shall also apply to offers, tenders or specifications.

20 Validity

The validity of the respective contracts is subject to the necessary official approval of the execution of the

respective contracts. The responsibility for this, and for damage resulting from the lapse of the respective contracts, shall be borne by the Customer.

21 Amendments to the contract

All amendments to and deviations from the respective contracts shall be made in writing, unless the Parties have agreed otherwise in writing.

22 Amendments to the General Terms and Conditions

Swisscom reserves the right to amend these GTC at any time without providing any grounds for doing so. Swisscom shall provide due notice to customers regarding amendments to the GTC. Where the Customer fails to object to the application of the new GTC within two weeks of such notice, the amended GTC shall be deemed to have been accepted by the Customer.

23 Transfer of rights and obligations

The rights and obligations resulting from the respective contracts may only be assigned and transferred to third parties subject to the written consent of the other Party. Swisscom can, however, assign and transfer its rights and obligations at any time, thereby discharging its obligations, to another company of the Swisscom Group.

24 Partial invalidity

In the event that individual provisions of these GTC should be or become inoperable, this shall not affect the effectiveness of the remaining provisions. The contract partners undertake to replace the inoperable provision by an operable provision, the substantive contents of which shall resemble, as closely as possible, the intended economic meaning and purpose of the inoperable provision. The same shall apply in the case of lacunae.

25 Place of jurisdiction and applicable law

25.1 Berne shall be the agreed and exclusive place of jurisdiction for any disputes arising from or in connection with the contractual relationship of the Parties.

25.2 Swiss law shall be exclusively applicable, to the exclusion of any provisions of private international law. In particular, the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (SR 0.221.211.1) is hereby excluded.