

General Conditions of Sale (CGV) - T5.4

1. General provisions

1.1. Purpose

These conditions apply to all commercial and contractual relationships between:

Codalis SA, located chemin de Trèfle-Blanc 18, 1228 Plan-les-Ouates (the "Service Provider")

And

His client (the "Client")

Jointly referred to as the "Parties".

1.2. Main obligations

The Service Provider undertakes, on the agreed terms and conditions, to deliver the services and/or deliverables described.

The Client commits, on the agreed terms and conditions, to pay the amounts determined or determinable as payment for the provision of the services and/or deliverables described.

2. Execution provisions

2.1. Provision of services and deliverables

The Service Provider is required to implement the agreed IT solution(s) by mobilizing the competent persons, as well as by providing and synchronizing the services and/or deliverables that make it up.

The Provider's implementation of the agreed IT solution(s) may include external deliverables from External service providers. When providing an external deliverable, the Service Provider does not substitute himself, in any way, for the External service provider.

2.2. Validity of offers

Any commercial offer or quote is valid for 30 calendar days from the last date of publication (appearing on the cover page).

2.3. Payments

All rates and prices are in Swiss francs (CHF), excluding VAT and excluding any delivery or displacement costs (unless otherwise stated). Standard and non-fixed rates are shown in Appendix 2.

Any payment of the Client to the Service Provider is credited to the following bank account:

IBAN	CH82 8018 1000 0098 4705 7
Beneficiary	CODALIS SA - Chemin de Trèfle-Blanc 18 1228 Plan-les-Ouates, Suisse
Bank	Banque Raiffeisen - Agence Petit-Lancy Case postale 436, 1213 Petit-Lancy 1
SWIFT-BIC	RAIFCH22181
CP bank account	12-359-3

Any modification of the bank details will be communicated to the Client by means of an encrypted email and stored on the Service Provider's mail platform (unalterable), and additionally if necessary, by means of registered correspondence.

Any invoice issued and sent by the Service Provider provides for payment within 30 calendar days from the date of receipt by the Client; if the payment does not take place within this period, default interest of 5% shall automatically be payable on its due date.

If a payment delay persists for more than 30 calendar days after the due date of the notice of default, the Service Provider is entitled to terminate any provision of services and/or deliverables, immediately and without notice. It may also seek an amicable agreement with the Client and, in case of failure within a further period of 30 calendar days, to withdraw from the contractual relationship.

2.4. Place of operation

Services and/or deliverables are deemed to be provided on the Client's premises, either directly on site or via the remote network, including any Cloud computing.

The Client gives the Service Provider access, directly on site and via the remote network, to the premises and to the physical and digital infrastructure, to the extent required for the provision of the services and deliverables included in the agreed IT solution(s). In addition, the Client informs the Service Provider of any access restrictions or security requirements applicable to the premises and/or the physical and/or digital infrastructure.

3. Treatment of information

3.1. Duty of information

The Service Provider and the Client undertake to inform each other and to assist each other in any subject and in any necessary and useful way for exchanges between the Parties.

The Client must, in particular:

- Make available to the Service Provider, in addition to the access to the premises (place of execution), the necessary technical documentation, as regards the existing physical and digital infrastructure;
- Ensure the full cooperation of staff members and/or any administrative and IT staff without delay.

3.2. Duty of confidentiality

All data and information are confidential when (i) they are collected in the context of commercial and contractual relationships relating to the implementation activities of one or more agreed IT solutions and (ii) they are not already public and/or accessible to the public.

They may not be used for purposes other than the performance of the contractual relationships or the accounting records relating thereto.

The data and information confidentiality shall continue even after the end of the commercial and contractual relationships.

The obligations arising from the law and/or from state or arbitration injunctions are reserved.

3.3. Referral program

Except in the case of an explicit written refusal, **the Service Provider will include the Client in his referral program.**

The Client authorizes the Service Provider to use the name and logo of the Client's organization for communication purposes: (i) on his website, (ii) on his sales media (e.g. commercial offers, brochures), (iii) in press releases relating to his activity, (iv) on the public social networks he uses.

3.4. Data protection

The Service Provider undertakes to comply with Swiss law and the Federal Act on Data Protection (FADP), to which he is subject in his capacity as subcontractor (Art. 10 a FADP).

As such, the Service Provider undertakes not to carry out any more processing than those that may be operated by the Client and to guarantee a level of security that complies with the usual standards.

If the agreed IT solution(s) include(s) external deliverables, the Client agrees that the information necessary for the operability of the latter will be shared with the External service provider(s) concerned. The conditions of use of the External service provider(s) concerned then apply.

For the rest, the Service Provider may share the information received from the Client with other External service providers under the following cumulative conditions:

- The External service provider acts directly as a subcontractor for the implementation of one or more IT solutions.
- Communications are intended and strictly necessary for the implementation of one or more IT solutions.
- The External service provider offers the same guarantees of confidentiality as the Service Provider.
- The Service Provider notifies the Client of the existence of the External service provider and the subcontracting concerned

Depending on the legal obligations to which the Client is subject, a supplementary contract to the CGV named "Conditions for the processing of personal data" may be drafted.

4. Responsibilities

4.1. Guarantees in case of default

On receipt of a deliverable or during an update thereof, the Client must immediately carry out an initial verification of the operating status of the latter; if a defect is found, it is up to the Client to report it within 10 calendar days to the Service Provider.

In the event of a hidden defect, or one that the initial verification could not detect within the prescribed time, it is up to the Client to report it without delay, as soon as it is discovered. If the Client does not report a defect in time, he/she is permanently deprived of the right to claim against the Service Provider.

If a defect found concerns an external deliverable or is consubstantial with it, the Service Provider will propose a replacement deliverable. If the defective external deliverable cannot be replaced and is an element that is technically and objectively essential to the implementation of an agreed IT solution, the commercial and contractual relationships, for their part relating to the said IT solution, are considered obsolete and are terminated accordingly, without any right of compensation or indemnification for each of the Parties.

4.2. Limits of liability

The Service Provider is liable only within the limits of his effective and reasonable sphere of control. In particular, it cannot be held responsible for the facts of an External service provider or any auxiliary.

The Client understands and accepts that the deliverables and/or services are, as IT services, subject to relative security that the Service Provider cannot guarantee.

In the event of failure or any other insufficiency of the agreed IT solution(s) (a situation described as an "incident"), the Service Provider shall not be held responsible for any resulting consequences in the following cases:

- The incident is, in whole or in part, related to a physical or digital infrastructure specific to the Client, to an external service provider and/or to a third party, which existed previously, or was set up in parallel or subsequently to the implementation by the Service Provider of the agreed IT solution(s).
- The Client has modified, directly or indirectly, Client configurations in a manner that does not comply with the rules of good practices, the recommendations made by the Service Provider and/or the external service provider and/or in contradiction with the function and/or the destination of one or more deliverables.
- The incident arises from Client's activities performed during a period of planned non-operation (maintenance).
- The incident results, in whole or in part, from the penetration, malicious or not, of a third party not authorized by the Service Provider within the physical or digital infrastructure of the Client, the Service Provider and/or the external service provider.

4.3. Insurances

The Service Provider subscribes to the following covers:

- Corporate Liability Insurance: CHF 5,000,000
- Fraud Insurance: CHF 1,000,000

5. Rights and duties

5.1. Property rights

Except in the case of express written consent, all property rights, in particular intellectual property rights, over (i) deliverables provided, (ii) services, (iii) documents submitted in preparation for or execution of contractual relationships, and (iv) trademarks used in relationship with the deliverables or services provided, are and remain the exclusive property of the Service Provider, if necessary an external service provider or any other third party.

When a transfer of rights over the deliverables is agreed, the latter shall only be effective if the amounts due under the contractual relationship are paid in full.

5.2. Duty of diligence

The Service Provider undertakes, within the limits of his effective and reasonable control, to mobilize all reasonable and necessary efforts to implement the agreed IT solution(s), and/or to provide services and deliverables that comply with the usual standards, particularly regarding performance and safety. In particular, it ensures the selection and mobilization of the most competent people for this purpose.

5.3. Charges

Any possible emoluments, taxes, fees or royalties resulting from, or subsequent to, the implementation of the agreed IT solution(s), as well as the services and/or deliverables contained therein, are the responsibility of the Client. In the event that services and/or deliverables are provided outside the Client's premises or require special access measures, any resulting disbursements are the Client's responsibility.

6. Formal provisions

6.1. Contractual framework

Where applicable, contractual conditions complementary to the General Sales Conditions are formalized;

If a commercial offer foresees the holding of a preparatory phase before the implementation of the agreed IT solution(s) (such as performing a technical and/or functional audit, the drafting of a descriptive specification of the project) a complementary contract named "Project Implementation (RP)" will be written at the end of this phase.

This contract will describe the definitive functional and technical perimeters, the planning and the financial conditions related to the IT project.

In this case, unless specifically agreed between the parties, the budget described may not differ by more than 10% from that contained in the initial commercial offer (upwards or downwards and for equivalent technical and functional perimeters, excluding changes in tariffs relating to the acquisition or underwriting/rental of hardware, software or services from External service providers).

If a commercial offer foresees the implementation of IT solutions corresponding to deliverables with subsequent services, a complementary contract named "General Conditions of Operation (CGE)" will be drafted. This contract will, in particular, describe the applicable service level agreements (SLAs).

6.2. Written form

The modification, addition or deletion of one or more provisions of the CGV are to be made in writing.

6.3. Applicable law and dispute settlement

Swiss law is exclusively applicable, with the exception of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and the Federal Code on Private International Law of 18 December 1987 (CPIL).

In the event of a dispute arising from the commercial and contractual relationships between or relating to the Parties, the Parties agree that the ordinary Courts of the Republic and Canton of Geneva shall have exclusive jurisdiction, subject to appeal to the Federal Court.

6.4. Entry in force and validity

The validity and effectiveness of the contractual relationship between the Parties is subject to the validity and effectiveness of the CGV.

However, if one or more of their provisions, or any other agreement relating to the contractual relationships between the Parties, is recognized as obsolete, invalid and/or ineffective, the other provisions, as well as all the contractual relationships, shall not be affected.

In such a case, the Parties then agree on one or more provisions to replace it; failing this, the contractual relationships are supplemented according to their hypothetical will, by means of one or more new contractual provisions with effects which are, if possible, equivalent in economic terms to those removed.

The present CGV cancel and replace the preceding conditions, for an indefinite period of time.

The latest applicable version is visible on the Service Provider's website: <https://www.codalis.ch/conditions-generales>, any update will be communicated to the Client in writing.

Appendix 1. Glossary

Appendix 2. Standard rates catalogue

Appendix 1. Glossary

Word	Definition
Cloud computing	IT solution distributed by an External service provider in a completely dematerialized way, either by the provision of external deliverables to which the Service Provider applies the Client configurations, or by the provision of ready-to-use external deliverables.
Client configuration(s)	Elements of software or digital infrastructures that are modular for and/or by the Client, without writing or altering the source code. Modular elements typically take the form of parameters, scripts, simplified screen, maps, macro-definitions, software wizards, reports, which are specifically configured for and/or by the Client, which are manually installed by the Client and / or the Client. Provider and/or an External service provider through editable electronic files or through specific user interfaces.
Deliverable(s)	All software, IT resources, digital infrastructures, electronic devices, client configurations, documentation and all other modules, rights, immaterial goods or objects making up an IT solution. Services intrinsically linked and ancillary to the deliverables, such as the availability of a network or the functional maintenance, are integrated with these.
External deliverable(s)	Deliverables that do not belong to the Service Provider but that come from, belong to and/or are made available, in particular under license, by an External service provider.
External service provider(s)	Business entities whose external deliverables are likely to be integrated into the implementation of one or more IT solutions.
IT solution(s)	Concept of IT infrastructure and/or service provision proposed by the Service Provider and which, as a rule, integrates and synchronizes a set of deliverables and/or services, external or otherwise, to meet one or more IT objectives and needs targeted by a commercial clientele.
Service(s)	Any tasks, operations or services requiring a specialized work force and/or dedicated capabilities provided to the Client, for the implementation or operation of one or more IT solutions.

Appendix 2. Standard rates catalogue

Nature of services	Price (VAT not included) /Hour
Support intervention	CHF 190
Project, consultancy and reversibility	CHF 210
Training	CHF 250

The minimum duration of an on-site intervention is 60 minutes, and then charged for every 15 minutes. The minimum duration of a remote intervention is 15 minutes and counted in increments of 15 minutes.

In the event that the interventions take place outside working hours, a coefficient of increase applies:

Days	Hours	Price (VAT not included) /Hour
From Monday to Friday	From 6pm to 8am	+ 50%
	From 8am to 6pm	+ 50%
Saturday	From 6pm to 8am	+ 100%
	From 8am to 6pm	+ 100%
Sunday and Bank holidays	From 6pm to 8am	+ 150%
	From 8am to 6pm	+ 150%

The rates for displacement are as follows:

Displacement	Price (VAT not included)
Geneva and its surroundings	CHF 60
Other destinations	CHF 60 + CHF 1.50 per km
Travel time	Free