



# General Terms and Conditions

June 2024

## 1. SCOPE AND AREA OF APPLICATION

### 1.1.

These General Terms and Conditions (GTCs) govern the relationship between zeit ag (hereinafter referred to as "zeit ag") and its customers (hereinafter referred to as the "Customer") and are applicable to all contracts and offers that declare the GTCs to be an integral part thereof.

If the provisions of these GTCs and the provisions of the contracts and their components contradict each other, the provisions of the contracts shall take precedence.

## 2. CONCLUSION OF CONTRACT

### 2.1.

Contracts including these GTCs are concluded when a written offer from zeit ag is signed by the customer, subject to deviating provisions in the contract itself or components of the contractual works (such as contractual provisions). The content of the offer thus becomes part of the contract.

### 2.2.

If the customer changes the content of the quotation, in particular by adding handwritten additions or deleting parts of the quotation, this shall constitute a new application and the contract shall not be concluded until zeit ag has signed the order confirmation. In this case, the content of the order confirmation shall be decisive for the content of the contract, provided that it corresponds to the amended offer.

## 3. PRODUCTS AND SERVICES

### 3.1.

The nature, scope and characteristics of the products and services of the parties are set out in the contracts and their components, with the exception of Clause 4 of these GTCs.

### 3.2.

zeit ag undertakes to provide all contractual services to the best of its knowledge in accordance with the current state of the art and with the care to be expected from a specialist in the relevant field. It provides qualified personnel in order to be able to provide the services with the quality expected.

### 3.3.

As soon as one party realises that it cannot provide services or these cannot be provided in accordance with the contracts, the other party must be informed immediately.

### 3.4.

zeit ag is not obliged to provide services personally; in particular, it is authorized to call in subcontractors, whereby the responsibility for the provision of services to the customer always remains with zeit ag as the customer's contractual partner. The customer must be informed in advance about the involvement of third parties for the provision of services. Insofar as the subcontractor has access to the customer's data, the corresponding provisions of the order data processing agreement shall take precedence over this provision.

## 4. PURCHASE, ASSEMBLY AND CONFIGURATION OF HARDWARE

### 4.1.

The customer may purchase hardware components from zeit ag for use with the licensed software. The hardware purchased shall be listed in the signed offer or order confirmation and shall be remunerated at the prices agreed therein.

### 4.2.

The hardware components are selected and configured in such a way that their use with the software licensed by the customer is guaranteed.

#### 4.3.

The place of fulfilment is generally the headquarters of zeit ag. The transfer of benefits and risks takes place when the hardware is dispatched. In the case of delivery or assembly by zeit ag, the transfer of benefits and risks shall take place upon delivery of the relevant hardware component to the customer.

#### 4.4.

The customer always installs the hardware components independently and at its own risk. zeit ag accepts no liability for improper installation by the customer. If the customer requests installation by zeit ag, this shall be remunerated as a separate service. If installation is carried out as part of a project, this shall be governed by the provisions of the project contract. The provisions of these GTCs also apply.

#### 4.5.

Documentation from the manufacturer, if available, will be supplied to the customer or made available in advance on request. The customer is responsible at all times for checking whether the hardware components are suitable for use and installation at the desired location, in particular from the point of view of fire protection regulations or other legal requirements. In the event that the hardware is installed by zeit ag, the customer is also responsible for checking in advance whether the installation is permissible and/or possible at the intended location. To the extent permitted by law, zeit ag is not liable for any damage caused by or during the installation of the hardware.

#### 4.6.

The customer undertakes in all cases to use the hardware components only in accordance with the documentation supplied by the manufacturer. In the event of improper use, all liability, warranty and maintenance obligations of zeit ag shall become void.

## 5. HARDWARE WARRANTY SERVICES

#### 5.1.

The customer shall check the hardware components purchased and report any faulty components to zeit ag within 30 days. These will be replaced or repaired by zeit ag. The decision to replace or repair any fault components is at the discretion of zeit ag.

#### 5.2.

Hardware faults that occur within 24 months of purchase and were not recognisable to the customer at the time of purchase can be reported to zeit ag in documented form and will then be replaced or repaired.

#### 5.3.

Replacement or repair is carried out via a bring-in service from zeit ag. The customer sends faulty components to zeit ag after prior notification and then either receives replacement components from the current hardware portfolio or the repaired components are sent back. Shipping costs shall be borne by the customer. The transfer of risk shall take place at the registered office of zeit ag.

## 6. REMUNERATION AND TERMS OF PAYMENT

#### 6.1.

zeit ag shall provide the services at all-inclusive prices or at the actual costs in accordance with the expenditure and agreed tariffs.

#### 6.2.

The remuneration for the services from the individual parts of the contract is regulated conclusively in the contracts or the corresponding contractual conditions.

**6.3.**

All remuneration is exclusive of the applicable value added tax, unless expressly agreed otherwise.

**6.4.**

If the remuneration is recurring, the invoice shall be issued annually in advance or in accordance with the agreed payment plan. Unless otherwise agreed, invoices are payable strictly net within 30 days of invoicing.

**6.5.**

Unless an official written objection is received from the customer, all invoices shall be deemed accepted upon expiry of the payment deadline.

**6.6.**

The remuneration for services that go beyond the contractual obligations of zeit ag shall be regulated between the parties in advance in a separate agreement.

**6.7.**

The offsetting of remuneration obligations of a contracting party subject to these GTCs against actual or alleged counterclaims of this party requires the prior consent of the other party.

## **7. WARRANTY OF TITLE**

**7.1.**

zeit ag warrants that its offer and services do not infringe any third-party copyrights and patents recognised in Switzerland.

**7.2.**

Zeit ag shall defend itself against alleged claims by third parties against the customer for infringement of patents or copyrights at its own expense and risk, provided that the customer notifies zeit

ag of such claims in writing by registered letter and without delay and leaves the exclusive conduct of any litigation and the measures for the judicial or extrajudicial settlement of the legal dispute to zeit ag. Under these conditions, zeit ag shall assume all costs incurred by the customer and compensation payments imposed. The customer undertakes to support zeit ag in the defence against the claims.

**7.3.**

If an action for infringement of industrial property rights is filed or a precautionary measure is applied for, zeit ag may, at its own expense and at its discretion, either procure for the customer the right to use the software free of any liability for infringement of industrial property rights or adapt the software or replace it with another software that fulfils the essential contractual requirements. If zeit ag does not choose one of these options, it will be liable for damages.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

**8.1.**

The contracting parties undertake to maintain confidentiality with regard to facts and data that are neither disclosed nor generally accessible. This obligation must also be imposed on third parties involved. It also extends to facts and matters where the confidential nature is uncertain. In case of doubt, confidentiality must be clarified with the contractual partner. The confidentiality obligations shall also apply to facts and data which are disclosed to the contractual partner prior to conclusion of the contract and shall remain in force even after termination of the contractual relationship or after fulfilment of the agreed service; subject to statutory, judicial or official obligations to provide information.

**8.2.**

zeit ag has the right to pass on content essential for the fulfilment of the contract to subcontractors if they require the content for their tasks. It may also

disclose the essential contents of the quotation enquiry to potential third parties to be commissioned.

### 8.3.

Advertising and publications about project-specific services require the written consent of the contractual partner.

### 8.4.

If a contracting party or a third party involved by it breaches the confidentiality obligation, the breaching contracting party shall owe the other party a contractual penalty unless it can prove that neither it nor the third party involved is at fault. The penalty per case is 10% of the total remuneration, up to a maximum of CHF 50,000 in each case. Payment of the contractual penalty shall not release the customer from the obligation to maintain confidentiality; the right to claim damages shall remain reserved; the contractual penalty shall be offset against the damages to be paid.

### 8.5.

The applicable data protection legislation must be complied with on both sides. The separate order processing agreement of zeit ag is in any case an integral part of the contract. In the event of an objection, the provisions of the order processing agreement shall take precedence over the provisions of the GTCs and the other contractual provisions.

## 9. WARRANTY SERVICES

### 9.1.

The customer acknowledges and agrees that software can never be created completely without errors despite the utmost care and development to the current state of the art. Therefore, zeit ag cannot assume any warranty for completely error-free software products.

### 9.2.

The corresponding warranty rights of the customer are based on the respective contracts.

### 9.3.

Warranty services for third-party products are only provided if this is expressly agreed in the contracts.

## 10. LIABILITY FOR DAMAGES

### 10.1.

The contracting parties shall be fully liable for direct damage caused by them or by a subcontractor or auxiliary person involved by them, irrespective of the legal grounds, in the event of gross negligence and wilful intent.

### 10.2.

In the event of slight and medium negligence, each party shall be liable for direct damages up to an amount of CHF 10,000 per loss event, up to a maximum of 50% of the license fee and the remuneration for the hardware purchased per contract year.

### 10.3.

Any further liability, in particular for indirect damage or loss of profit, is excluded to the extent permitted by law.

### 10.4.

The limitations and exclusions of liability shall also apply to any subcontractors.

### 10.5.

The defence of contributory negligence remains unaffected.

#### 10.6.

Special agreements must be made for customers with increased risks.

### 11. PLACE OF FULFILMENT

#### 11.1.

Unless otherwise agreed in the contracts, the location of the customer shall be the place of fulfilment for all services of zeit ag.

#### 11.2.

However, zeit ag may, at its own discretion and in order to maximise efficiency, perform services that can be provided remotely at its registered office.

#### 11.3.

In order for zeit ag to provide the contractual services, the customer is obliged to provide zeit ag with appropriate access to its systems. Additional expenses due to delayed access rights will be charged to the customer.

### 12. BUSINESS HOURS

#### 12.1.

The business hours of zeit ag can be found on the website [zeitag.ch](http://zeitag.ch).

#### 12.2.

Business hours do not include all federal and cantonal public holidays at the zeit ag headquarters.

### 13. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

The termination of parts of the contract is regulated conclusively in the respective contracts or the corresponding contractual conditions.

### 14. CHANGES TO THE GENERAL TERMS AND CONDITIONS

Zeit ag reserves the right to amend these GTCs and the contractual conditions at any time. The customer will be informed of changes to the GTCs by publication on the website. If the customer does not object to the new GTCs or contractual conditions within 60 days, they shall be deemed to have been accepted. In the event of an objection, the contractual relationship will be cancelled with effect from the next possible termination date. The GTCs published on the website of zeit ag shall always be deemed to be the currently valid GTCs.

### 15. COMMUNICATIONS TO CONTRACTUAL PARTNERS

#### 15.1.

All notifications must be sent in writing to the addresses of the parties or to the contact persons specified. An email shall fulfil the written requirement under this provision. Mandatory, stricter formal requirements of the law or in the contract between the parties remain reserved.

#### 15.2.

The parties undertake to inform the contractual partner immediately of any changes of address and, in particular, any changes of contact or contact persons. Otherwise, notifications sent to the last known address or the last known contact or contact person shall be deemed to have been received with legal effect.

#### 15.3.

zeit ag is authorized to distribute all information and newsletters to all contact persons specified by the customer.

This does not apply if the relevant contact person expressly rejects such information.



## **16. ASSIGNMENT, TRANSFER AND PLEDGING**

The customer may not assign, transfer or pledge its rights and obligations arising from the contractual relationship to third parties without the prior written consent of zeit ag. The individual companies within a group are not considered third parties within the meaning of this agreement. In the case of assignments and transfers within a group, however, the contractual partner must be informed in advance.

## **17. PARTIAL INVALIDITY**

If individual provisions or parts of these GTCs or the contracts to which these GTCs apply prove to be void, invalid or unenforceable, this shall not affect the validity of the remaining contractual provisions and contractual components. In such a case, the contracting parties shall replace the omitted

provisions in such a way that the purpose intended by the invalid, ineffective or unenforceable part is achieved as far as possible.

## **18. APPLICABLE LAW AND JURISDICTION**

### **18.1.**

Contracts to which these GTCs apply shall be governed exclusively by Swiss law to the exclusion of the provisions of international private law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG).

### **18.2.**

The place of jurisdiction for all legal disputes in connection with contracts to which these GTCs apply is the registered office of zeit ag.



# General License Conditions

June 2024





## 1. INTRODUCTION

zeit ag develops, maintains and distributes software solutions for time recording. Accordingly, zeit ag is the owner and holder of all rights to the software and is therefore authorized to provide the software to customers.

## 2. GENERAL DESCRIPTION

These General Licence Conditions ("GLCs") govern the licensing of software solutions for time recording by zeit ag to the customer and the remuneration by the customer. These terms and conditions shall apply upon the initial conclusion of a license agreement with zeit ag, provided that the GLCs are expressly agreed as part of the contract. The ALB shall subsequently also apply to all supplements and amendments to this contract, even if the GLCs are not agreed again. In addition to these GLCs, the General Terms and Conditions (GTCs) of zeit ag also apply. New signed offers or order confirmations that contain extensions or restrictions to the license material shall become integral parts of the contract concluded under these GLCs upon signature.

Any GTCs the customer has shall not apply to this contractual relationship.

## 3. RANKING

If individual points of these GLCs and the rest of the contract between zeit ag and the customer contradict each other, the following order of precedence shall always apply:

1. Individual, written agreements including the current list of conditions;
2. Signed offer or order confirmations
3. These license conditions (GLCs)
4. Maintenance conditions (GMCs);
5. Support conditions (GSCs)
6. General Terms and Conditions (GTCs)

Exceptions are cases in which higher-ranking provisions expressly state the opposite.

## 4. LICENCE MATERIAL

The license shall apply to all standard software purchased by the customer from zeit ag in accordance with signed offers or order confirmations. It also applies to customized software developed for the customer as part of the project. During the term of a maintenance contract between the parties, the license granted in this contract shall be updated to the latest version of the licensed software. If the maintenance contract is terminated, the last version installed by zeit ag at the customer's premises shall be deemed to be the subject of this license. Subsequent extensions to the license material will be offered and agreed separately. The license material subsequently also includes the software listed in the additional offer or order confirmation. Extensions to the license material have an influence on the amount of the maintenance fee.

## 5. LICENCE

### 5.1.

#### **Right of use in accordance with the contract**

As the licensee, zeit ag grants the customer the paid, perpetual, non-transferable and non-exclusive right to use the license material in accordance with the rights set out in these GTCs (hereinafter referred to as "contractual use").

The signed offers or order confirmations define the scope of the license, namely the number of users. The distribution of users to different clients is possible but must be carried out by means of instantiation by zeit ag. Any resulting costs shall be borne in full by the customer.

### 5.2.

#### **Reproduction rights**

The customer is authorized to make copies of the licensed software insofar as duplication is necessary for use in accordance with the contract.

In particular, the customer is authorized to make a copy of the software for test purposes. If the



customer's hardware breaks down, the customer shall be entitled to use the standard software on replacement hardware without additional remuneration.

The customer is also authorized to make a reasonable number of copies of the software for backup purposes. This right also includes the regular creation of backup copies for the purpose of quickly restoring data after a system failure and the temporary use of the software on an alternative system.

However, reproduction of the license file by the customer is prohibited in any case. If the customer requires a copy for test purposes, zeit ag will provide a copy of the license file for this purpose, which is valid for a limited period of time. However, the customer does not have the right to reproduce the license file himself and use it for himself/herself or a third party.

If the customer violates the prohibition on reproducing the license file, he/she shall owe zeit ag a contractual penalty in the amount of five times the license fees for the number of abusively activated licenses. Payment of a contractual penalty does not release the customer from compliance with the prohibition on reproducing the license file.

### **5.3. Limits of the rights of use**

With the exception of the rights of use expressly stated in the contract and provided for by law, the customer does not acquire any rights to the license material. In particular, the customer is not authorized to reconstruct, decompile, reassemble or edit the software (including correcting errors) without the consent of zeit ag.

Furthermore, the customer is not entitled to grant sub-licenses to the Licensed Material or to transfer the right of use to third parties without the consent of zeit ag.

In all cases, the customer bears sole responsibility for the legally compliant use of the software.

## **6. DELIVERY AND INSTALLATION**

Delivery takes place through the installation of the license material by zeit ag on a system to be designated by the customer. After signing the contract including these GLCs, zeit ag shall deliver the license file, which is necessary for the use of the license material, upon installation of the licensed software.

## **7. PROTECTION RIGHTS**

The customer is only entitled to the rights to use the license material expressly granted within the framework of these terms and conditions. All property rights to the license material remain with zeit ag.

## **8. WARRANTY**

The warranty is based entirely on the maintenance provisions between the parties. If these are not part of the contract between the parties, the customer is not entitled to any warranty.

## **9. UPDATES AND FURTHER DEVELOPMENT**

Updates and new releases of the license material are subject to the maintenance conditions, insofar as these are applicable in the contract between the parties. The customer is only entitled to new versions of the licensed software if a maintenance contract has been concluded.

## **10. TECHNICAL REQUIREMENTS**

The technical requirements for the customer's use are described in the technical requirements profile. By signing the offer, the customer confirms that he/she has received the technical requirements profile. The customer undertakes to comply with the system requirements defined in the technical requirements profile at all times during the use of the license material and to ensure that the users are familiar with the proper operation of the licensed software.



zeit ag reserves the right to adapt the technical requirements profile in order to take account of technical developments in particular, but also, for example, changing security or data protection requirements. Changes will be published on the zeit ag website. The customer is obliged to inform himself/herself about any changes there.

## 11. REMUNERATION LICENCE FEE

The amount of the license fee is based on the prices listed in the signed offers or order confirmations for the licensed software modules.

The amount invoiced by zeit ag is payable net on the expiry date of the invoice in accordance with the modalities below. Without a written counter-report from the customer, each invoice is deemed to have been accepted on expiry of the payment deadline. The license fee must be paid in full upon delivery of the license file.

## 12. CONCLUSION AND TERM OF CONTRACT

Licence agreements including these GLCs shall be deemed concluded upon the signing of an offer by

the customer or a signed order confirmation in accordance with the GTCs. A prerequisite for the validity of these GLCs is the express mention of the GLCs as an integral part of the contract in the offer and order confirmation.

The license part of the agreement is valid indefinitely. However, zeit ag shall be entitled to terminate the license relationship extraordinarily for good cause if the software is used in a manner or for purposes contrary to the terms of the contract.

With the extraordinary termination of the license relationship, the customer's right to use the license material expires. The customer is obliged to return the license material and all copies made thereof to zeit ag immediately and without being requested to do so, or to delete them irrevocably. Unless otherwise agreed, the customer may not reclaim license fees already paid in the event of extraordinary termination.



# General Maintenance Conditions

June 2024



## 1. GENERAL DESCRIPTION

These General Terms and Conditions of Maintenance ("GTCM") govern the provision of maintenance services by zeit ag relating to the licensed software in the area of time recording and its further development, the provision of maintenance services with respect to the hardware purchased from zeit ag for time recording and remuneration by the customer. These terms and conditions shall apply to all maintenance contracts concluded with zeit ag, provided that the GTCM are expressly agreed as part of the contract. The GTCM shall subsequently also apply to all supplements and amendments to this contract, even if the GTCM are not agreed once again. In addition to these GTCM, the Standard Business Terms (SBT) of zeit ag and the respective currently applicable list of conditions of zeit ag shall also apply.

Any SBT of the customer shall not apply to this contractual relationship.

## 2. PRIORITY RANKING

Should individual points of these GTCM and the rest of the contract between zeit ag and the customer contradict each other then the following priority order shall always apply:

1. Individual, written agreements including the respective current list of conditions
2. Signed offer or order confirmation
3. Licence conditions (GLC)
4. These maintenance conditions (GTCM)
5. Support conditions (GSC)
6. Standard Business Terms (SBT)

Exceptions are cases where higher-ranking provisions expressly indicate the opposite.

## 3. DEFINITIONS

### Hotfix

Minor software update to correct serious errors; version number increases from X.Y.Z to X.Y.Z+1

### Update

Minor software update to correct errors and in some cases to extend functionality; version number increases from X.Y to X.Y+1

### Upgrade

Major software update to fix bugs and usually introduce new functionalities; version number increases from X.Y to X+1.0

## 4. MAINTENANCE SERVICES zeit ag

### 4.1.

#### Definition of software servicing

The software servicing shall include services for the maintenance and upkeep of the software purchased and licensed by the customer from zeit ag ("licensed software"). The maintenance and upkeep of the software shall generally include the services described below. Services for the maintenance and upkeep of third-party software supplied to the customer by zeit ag shall be limited to the provision of new software versions, unless otherwise agreed in the contract, to the extent and under the conditions provided by the third-party manufacturer.

#### General services:

- Provision of updates
- Provision of hotfixes
- Provision of upgrades
- Supply of change documentation

### 4.2.

Hardware servicing shall include the services for the maintenance of the hardware components purchased by the customer from zeit ag ("purchased hardware"). Hardware maintenance and upkeep shall generally include the services described below.

#### General services:

- Bring-in repair according to SBT
- Ensuring the necessary expertise for hardware servicing

- Enabling prompt replacement of the hardware by maintaining stocks
- Checking the firmware updates of zeit ag's hardware suppliers

#### **4.3. Troubleshooting**

zeit ag shall endeavor to fix bugs as quickly as possible. There is no guarantee that all bugs that occur will be eliminated.

zeit ag shall process errors in descending order of priority. The necessary classification according to the fault classes below shall be carried out for all bugs on the basis of standardized criteria by a zeit ag specialist.

Troubleshooting shall be guaranteed solely for the latest version of the licensed software. Troubleshooting for older versions shall be at the sole discretion of zeit ag.

#### **4.3.1. Fault classes -**

##### **Fault class A:**

Serious faults that significantly restrict or prevent the use of the licensed software and/or the hardware purchased from zeit ag or parts thereof (impeding significant fault); rectification shall be carried out subject to technical feasibility by means of a hotfix or other appropriate measures or by replacing the hardware.

##### **Fault class B:**

Faults that make it difficult to use the licensed software and/or the hardware purchased from zeit ag or parts thereof and that can only be circumvented with additional effort on the part of the user (obstructive significant fault). If technically possible, this will be rectified by an update or other appropriate measures or by replacing the hardware.

##### **Fault class C:**

Faults that make it difficult to use the licensed software and/or the hardware purchased from zeit ag or parts thereof, but that can be circumvented with little effort on the part of the user (insignificant fault). If technically possible, this can be remedied by a subsequent upgrade or other appropriate measures or by replacing the hardware.

#### **4.4. Replacement of the hardware**

Zeit ag shall replace defective hardware during the warranty period in accordance with the SBT.

#### **4.5. Definition of response time**

The response time is defined as the time between receipt of a fault report by e-mail and the first contact between a zeit ag employee and the customer. The response time for all error types and fault classes shall be based on the support contract between the parties. If there is no support contract then no fixed response times shall apply. The maintenance services shall be provided on a best efforts basis. Only the hours during which support is available according to the zeit ag website ("on-call time") shall be included in the calculation of the response time. We reserve the right to charge separately for on-call services for support outside the on-call time upon request by the customer in accordance with the support contract.

#### **4.6. Definition of intervention time**

The intervention time shall be the period within which a zeit ag specialist begins to analyse the fault and provides an initial workaround proposal. The intervention time for all error types and fault classes shall be based on the support contract between the parties. If there is no support contract then no fixed intervention times shall apply. Maintenance services are provided on a best efforts basis. Only the hours during which support is available according to the zeit ag website are included in the calculation

of the intervention time. We reserve the right to charge separately for on-call services for support outside the on-call time requested by the customer in accordance with the support contract.

#### **4.7. Exclusion of maintenance**

zeit ag shall be released from all maintenance obligations if it is proved that the errors cannot be traced back to it.

#### **This shall apply in particular in the following cases:**

- The cause of the error lies in the interaction with third-party software or hardware that, according to the technical requirements profile, is not expressly compatible with the licensed software or the purchased hardware;
- misuse of the software or hardware or any other use that constitutes a breach of the contractual agreements between the parties, the specifications or the documentation;
- modification of the software or hardware by the customer or third parties;
- in the event of force majeure;
- failure to observe the agreed customer's obligations with regard to maintenance and documentation;

likewise, zeit ag shall be released from its maintenance obligation if it is unable to reproduce the error despite commercially reasonable efforts to do so.

#### **4.8. Discontinuation of old versions**

zeit ag has the right at any time to discontinue maintenance services for older versions of the licensed software at the end of a calendar year. The customer shall be informed 6 months in advance of a discontinuation insofar as they use an affected version of the licensed software.

Maintenance services for purchased hardware are only provided in accordance with these GTCM if the hardware is used with versions of the licensed software that have not been discontinued. zeit ag shall be released from its contractual obligations with regard to the maintenance of hardware in use with discontinued software.

#### **4.9. Further development of software**

##### **4.9.1. Updates and upgrades**

At its own discretion, zeit ag develops corrective software for troubleshooting problems with zeit ag products as well as software designed to expand functionality. This software will be periodically grouped together in an update or upgrade and installed at the customer's premises.

During the term of this maintenance contract, the customer shall be entitled to updates or upgrades to the latest available version of the software licensed by the customer and released by zeit ag.

##### **4.9.2. Compatibility**

zeit ag reserves the right to adapt the technical requirements to take account of new updates and upgrades. This also means that older hardware components purchased from zeit ag shall no longer be compatible with the new versions of the licensed software. In these cases, the customer shall decide whether to forego the new release or adapt their hardware to the new requirements.

##### **4.9.3. Decisions and planning**

The parties shall jointly decide whether, how and when an update or upgrade will be installed at the customer's premises. The installation shall be carried out by zeit ag.

#### **4.9.4. Official or legal requirements**

Further software developments also ensure that new official or legal requirements under the Swiss Federal Act on Employment in Trade and Industry (Employment Act) in the area of working time recording can be complied with in the software. However, the customer is responsible at all times for ensuring that their settings and working time that has been recorded actually comply with the official, legal and social partnership requirements in the area of working time recording that affect them and their employees. The ability to comply with legal and official requirements can only be ensured with the latest version of the software. For old versions of the licensed software, zeit ag does not guarantee that they will be able to meet the requirements at all times.

#### **4.10. Services not included**

The following services are not included in the contract, shall be agreed separately and invoiced on a time and material basis including any expenses at the conditions applicable at the time of performance:

- Installation work including parametrisation of the software for new versions of the software (updates etc.)
- Assembly work for the hardware
- Extra hardware configuration work that goes beyond the configuration status of the hardware to be replaced
- Any conversions of necessary data
- Any individual adjustments to updates or upgrades so that they can be installed at the customer's premises

## **5. CUSTOMER'S OBLIGATIONS**

### **5.1. Obligation to cooperate**

If a problem occurs, the customer shall localise the problem as far as possible using their own

employees, document it and actively support zeit ag in the troubleshooting.

### **5.2. Other obligations**

- Procurement and installation of the hardware and software required for the operation of the time recording solution in accordance with the technical requirements profile of zeit ag
- Operation and maintenance of the hardware and software infrastructure
- Backup of the database
- At the request of zeit ag, the customer undertakes to operate a test environment with the licensed software, in addition to the productive environment, on which updates and new releases can be tested by zeit ag before being installed on the productive environment.
- Provision of remote maintenance access
- Designation of an internal application manager and a deputy, who shall serve as the contact person for zeit ag
- Ensuring 1st level support for own users
- Securing internal expertise

## **6. START OF MAINTENANCE AND INVOICING**

Maintenance in accordance with these GTCM shall start with the delivery of the license file and shall be remunerated from this date in accordance with these GTCM.

## **7. COSTS**

### **7.1. Annual maintenance fee**

The customer shall pay zeit ag an annual fee for maintenance. This shall comprise a percentage share of the gross total value of the licensed material and a percentage share of the gross total value of the purchased hardware. The exact amount of the percentage share can be found in the current list of conditions. However, zeit ag shall always charge



a minimum amount for support and maintenance in accordance with the current list of conditions.

## 7.2.

### **Remuneration on the basis of time and material**

Under this contract, all services invoiced on a time and material basis shall be remunerated at the rates specified in the list of conditions current on the date when the service is provided.

## **8. CONCLUSION OF CONTRACT AND CONTRACT TERM**

Maintenance contracts including these GTCM shall be deemed to have been concluded once the customer signs an offer or has signed an order confirmation in accordance with the SBT. The prerequisite for the validity of these GTCM is the express mention of the GTCM as an integral part of the contract in both the offer and order confirmation.

Upon signing, the contract shall be concluded for a fixed term until the end of the following calendar

year. If the contract is not terminated, it shall be extended by a fixed term of 1 year in each case. Both parties may each terminate the contract by giving 3 months notice in writing prior to the expiry date of any fixed term.

## **9. INTERRUPTION OF THE MAINTENANCE CONTRACT**

Any interruption of the maintenance contract (termination and subsequent conclusion of a new contract) shall result in the discontinuation of all maintenance services under Section 4. Updating to a new product or a new generation system shall only be possible if the existing software is up to date. After terminating a maintenance contract, if the customer wishes to conclude a new maintenance contract then this would only be possible upon the payment of an additional 200% of the maintenance fees for the period without a maintenance contract



# General Support Conditions

June 2024

## 1. GENERAL DESCRIPTION

These General Support Conditions ("GSC") govern the provision of support services by zeit ag relating to time recording software licensed and supplied by it to the customer and the remuneration by the customer.

These terms and conditions shall apply from the first time that a support contract is concluded with zeit ag, provided that the GSC are expressly agreed as part of the contract and a maintenance contract including maintenance conditions (GTCM) exists between the parties.

The GSC shall subsequently also apply to all supplements and amendments to this contract, even if the GSC are not agreed once again. In addition to these GSC, the Standard Business Terms (SBT) of zeit ag and the respective currently applicable list of conditions of zeit ag shall also apply.

Any SBT of the customer shall not apply to this contractual relationship.

## 2. PRIORITY RANKING

If individual points of these GSC and the rest of the contract between zeit ag and the customer contradict each other then the following priority order shall always apply:

1. Individual, written agreements including the respective current list of conditions
2. Signed offer or order confirmation
3. Licence conditions (GLC)
4. Maintenance conditions (GTCM);
5. These support conditions (GSC)
6. Standard Business Terms (SBT)

Exceptions are cases where higher-ranking provisions expressly state the opposite.

## 3. TYPE OF SUPPORT SERVICES

### 3.1

Support by zeit ag is available to the customer at the service levels listed in Section 8 and with the following services.

General services:

- Acceptance of qualified support requests (see customer's obligations)
- Analysis of support requests
- Identification of application errors and notification of the respective workarounds
- Application support

Any parametrisation or system adaptations are expressly not part of this support contract and will be invoiced separately.

### 3.2

#### Definitions

- Response time = time between receipt of a support request or fault report and the first contact by a zeit ag employee with the customer by telephone or e-mail. Only the hours of the on-call service of zeit ag shall be regarded as response time.
- Intervention time = period within which a zeit ag specialist shall begin to analyse the fault and, if possible, provide an initial workaround proposal. Only the hours of the on-call service of zeit ag shall be regarded as intervention time.

## 4. LIMITATIONS

### 4.1.

Any support relating to software that was not licensed and supplied by zeit ag shall be expressly excluded. In the case of hardware from third-party suppliers, zeit ag shall provide support on a best efforts basis and only if the third-party devices are covered by the support contract.

#### 4.2.

Support shall also be excluded in the following cases:

- misuse of the software or any other use that constitutes a breach of the contractual agreements between the parties, the specifications or the documentation;
- modification of the software by the customer or third parties;
- in the event of force majeure.

### 5. CUSTOMER'S OBLIGATIONS

The customer is subject to the following cooperation obligations:

- Designation of an internal application manager and a deputy, who serves as the contact person for zeit ag.
- Ensuring that the application manager and their deputy have extensive knowledge of the application.
- If a problem occurs, the internal application manager shall isolate the problem as far as possible, document it and actively support zeit ag in clarifying and resolving the problem.
- Provision of remote maintenance access.
- Written error documentation when reporting faults.

If these obligations are not met then zeit ag shall no longer be bound by the agreed service level and may only provide support services on a best efforts basis.

### 6. COSTS

#### 6.1.

##### **Annual support fee**

The customer shall owe zeit ag an annual fee for the availability of support and for ensuring the defined response and intervention times in the amount of

a percentage share of the gross total value of the licensed material and the purchased hardware. The exact amount of the percentage share can be found in the respective current list of conditions. However, zeit ag shall always charge a minimum amount for support and maintenance in accordance with the current list of conditions.

#### 6.2.

##### **Remuneration on the basis of time and material**

All support services shall be remunerated on a time and material basis at the rates set out in the list of conditions current at the time the service is provided.

#### 6.3.

##### **Travel expenses**

Any travel time and per kilometer allowance for on-site support will be charged according to the effective costs at the rates set out in the list of conditions.

### 7. CONCLUSION OF CONTRACT AND CONTRACT TERM

Support contracts including these GSC shall be deemed to have been concluded once the customer signs an offer or has signed an order confirmation in accordance with the SBT. A prerequisite for the validity of these GSC is the express mention of the GSC as an integral part of the contract in the offer and the order confirmation.

The term of the support contract shall be linked to the term of the maintenance contract. Separate termination is not possible. If the contract is not terminated, it shall be extended by a fixed term of 1 year in each case. The existence of the support contract shall be linked to the existence of the maintenance contract between the parties. Upon written notice of termination of the maintenance contract, the support contract including these support conditions shall be automatically terminated. This shall also apply during the fixed term of the support contract.

## 8. Service levels

<b>Support</b>	
On-call service	Support by the on-call service on weekdays at the registered office of zeit ag according to the opening hours at <a href="http://www.zeitag.ch/support">www.zeitag.ch/support</a> , excluding federal and cantonal holidays Head office of zeit ag
Access to support hotline	Yes, Customer Care Team
Access to support e-mail	Yes
Access to support appointment tool	Yes
Self-service ticket entry (customer access)	Yes
Access to regular Q&A sessions	Yes
Response time	5h
Intervention time	By 4.30 p.m. on the working day following the support request
<b>Software</b>	
Official zeit ag training courses	20% discount Customized training option
<b>Hardware</b>	
Replacement device in the case of a fault report during the warranty period	Bridging the interruption for dispatch and repair by sending a preconfigured replacement device
Warranty period	48 months
<b>Other benefits</b>	
Standby support outside the hours of the on-call service	Possible with time surcharge according to list of conditions
<b>Costs</b>	
Annual fee	According to the list of conditions