

3. General conditions governing IT services and support

3.1 General

The provisions relating to services ordered by the Client govern services such as consultancy, the configuration and installation of hardware and software, maintenance of the network structure and user support.

3.2 Provision of services

Cyber Network SA will fulfil its contractual obligations professionally and diligently, as defined in the offer or agreements concluded in writing. Cyber Network SA is free to choose the employee that provides the services, but will make an effort to take into consideration the particular desires of the Client.

3.3 Cyber Network SA Working Hours

3.3.1 Business hours

Unless expressly agreed otherwise in writing, Cyber Network's services are provided on business days, from Monday to Friday, between 8:00 a.m. and 12:30 p.m. and 2:00 p.m. and 6:00 p.m. Services performed during these time periods are invoiced at the standard hourly rate in effect.

3.3.2 Work performed outside business hours

Any service performed outside the hours mentioned in paragraph 3.3.1 above shall be subject to an increase on the standard hourly rate, according to the following conditions :

- Monday to Friday,
between 7:00 a.m. and 8:00 a.m. and between 6:00 p.m. and 7:30 p.m. : **+50 %**
-> i.e. one and a half times the standard hourly rate
- Monday to Friday, before 7:00 a.m. and after 7:30 p.m. : **+100 %**
-> i.e. twice the standard hourly rate
- Saturday and Sunday : **+100 %**
-> i.e. twice the standard hourly rate.

Official public holidays: any intervention must be expressly approved in advance. Such work will be invoiced with the same surcharges as those applicable to weekend interventions, unless otherwise agreed in writing.

Any intervention performed outside business hours is subject to prior authorization from Cyber Network SA and may be scheduled according to the availability of Cyber Network's technical team.

3.3.3 Travel time to the Client's site

Unless otherwise expressly agreed in writing, travel time to and from the Client's site shall be deemed billable working time. Such time shall be charged on a flat-rate basis of 30 minutes, at the applicable hourly rate corresponding to the time band during which the travel takes place.

Where the one-way distance exceeds 60 kilometres, calculated with reference to the Geneva-Lausanne axis, the actual duration shall be invoiced in full at the applicable rate.

3.4 Intervention delays

Only intervention deadlines confirmed in writing by Cyber Network SA shall be deemed binding on the company. Deadlines communicated verbally or provided for information purposes shall have no contractual value and shall not engage the liability of Cyber Network SA.

Cyber Network SA shall only be held liable for delays in intervention to the extent that such delays result directly from its own fault, and only in cases of duly established gross negligence.

Unforeseeable events or force majeure (network outages, natural disasters, strikes, pandemics, legal or regulatory restrictions, unavailability of third-party suppliers), or any other event beyond the control of Cyber Network SA, shall release the company from its contractual obligations for the duration of the interruption and to the extent of their impact on the performance of its services.

Under no circumstances shall a delay in intervention not attributable to Cyber Network SA justify the cancellation of an order, nor give rise to damages, penalties, or any other compensation.

3.5 Price, price changes and payment conditions

Unless otherwise agreed, the services provided by Cyber Network SA shall be invoiced periodically according to its tariffs. If a fixed-price payment is agreed, this shall cover the costs associated with the provision of the services defined in the offer or agreed in writing and payment of the fixed sum is due, unless otherwise agreed, on signature of the contract.

Expenses incurred in relation to the order, in particular travel and accommodation costs, shall be paid by the Client and are invoiced at cost based on supporting documents.

3.6 Acceptance and notification of faults

In principle the services are deemed to have been provided and delivered by transfer of the result of the work to the Client. The Client is required to take delivery of all services provided by Cyber Network SA immediately after they have been provided and to check that there are no defects. All defects must be notified in writing as soon as they are discovered by the Client.

The implementation of production IT systems in all cases forms part of the acceptance of the part put into production, without the need for an acceptance report. If the Client fails to carry out an acceptance check for reasons outside of the control of Cyber Network SA, the service provided is deemed to be accepted after a period of 15 days as from provision of the service.

3.7 Warranty

Cyber Network SA guarantees that the services provided in order to obtain a result reflects the specifications agreed with the Client. However, Cyber Network SA cannot guarantee that the IT system will operate without interruption and without defects. The guarantee is for one month as from the day following acceptance.

Any claim made under guarantee that goes beyond the right to repairing defects or the right of termination is totally and expressly excluded. The Client has sole responsibility for the choice and use of the products and services provided by Cyber Network SA, as well as the results that they achieve or do not achieve.

Cyber Network SA is free from any obligation of guarantee where the defects notified by the Client do not fall exclusively under its responsibility as defined, or where they result from third-party causes, such as handling errors or interventions by the Client or third parties, or result from unforeseen events or cases of force majeure.

If the guarantee conditions are not fully satisfied, Cyber Network SA has the right to invoice its services to the Client.

Entry into force on 1st January 2026