

# General Conditions for the Provision of Services

**EPYX**

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## **Art. I. General principles**

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These general conditions regulate the conditions applicable to the provision of services by epyx or its sub-contractors to the Client except for the following:

- Training: the provision of these services is regulated by specific conditions.
- Support by the epyx Support Center [LSC]: the provision of these services is regulated by specific conditions.

The contractual conditions of the Client, in particular those included on an order form or communicated to epyx in another manner, shall not apply.

All variances from these conditions shall be subject to prior agreement in writing.

## **Art. II. Description of services**

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epyx shall provide the services described in its tender or a specific Statement of Work, validated by the parties and forming an integral part of the contract between epyx and the Client.

## **Art. III. Collaboration**

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The Client and epyx shall be obliged to collaborate in good faith and at all times during the execution of the mandate.

The Client agrees to make available to epyx and its personnel all the information and documents necessary and useful for the execution of the mandate and to provide adequate accommodation and other installations and equipment which epyx may need to accomplish the provision of its services, in particular supplies, furniture, information systems, access codes, telephone/telefax and remote access resources.

The Client shall be solely responsible for its installations and equipment, the supervision of its personnel and its internal activities.

## **Art. IV. Organisation and Coordination**

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Each party shall designate a representative to maintain contact with the other party.

In principle, epyx and the Client will avoid changing the designated representative. Except in cases of emergency or short periods of unavailability, each change of representative shall be agreed between the two parties.

The Client shall be responsible for the specification of its requirements and the impact of changes associated with the provision of services by epyx on its information technology infrastructure. It shall authorise epyx to implement the changes in accordance with a timetable which shall allow the provision of the service within the agreed timeframe.

epyx shall inform the Client immediately if it requires information, documents or the use of infrastructure belonging to the Client.

Working documents requiring the parties' approval will be tacitly considered as such ten days after their submission. This assuming that the usual dispositions are respected in terms of submission and reminder, and that none of the parties has expressed an objection.

## **Art. V. Confidentiality**

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The parties shall be obliged not to divulge data and confidential information in connection with the system or which have been declared to be confidential by one party or the other for the duration of the mandate. They shall be obliged not to use such information except in the execution of the mandate and not to communicate them to third parties, except if they are partners or sub-contractors or in case of necessity. Any such third parties shall, in turn, be obliged to respect this duty of confidentiality.

This duty of confidentiality shall not apply to:

- data and information already in the possession of the other party
- data and information provided by a third party if such information does not arise from a breach of the obligation of confidentiality of one of the parties
- data and information in the public domain

The duty of confidentiality shall apply for the full duration of the mandate and after its end, to the extent that it is necessary to safeguard the interests of the parties.

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**Art. VI. Licences**

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Each party shall be responsible for obtaining its own authorisations and licences required for the performance of the contract.

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**Art. VII. Duty of diligence**

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The services provided by epyx comprised in the mandate shall be provided with the necessary care and the specialised knowledge required by it.

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**Art. VIII. Deadlines**

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epyx shall use every effort to assure the provision of its services within the agreed deadlines. The deadlines indicated by epyx are based, however, on estimates and, therefore, cannot be of a binding nature.

The Client shall give reasonable notice of any actions they plan which may affect epyx's service provision scheduling.

Any delays beyond the agreed deadlines shall not give rise to claims for damages and interest.

If there is a delay in the completion of work caused by a breach by the Client of its obligation to collaborate, the deadlines shall be extended accordingly. Any additional costs incurred in such an event shall be borne by the Client.

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**Art. IX. Responsibilities of epyx**

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In case of fault or gross negligence by epyx, the Client shall have the right to compensation by epyx for any damage incurred.

However, the responsibility of epyx shall be excluded in the following cases:

1. Indirect or consequent damage, loss of profit, loss of production, and damage caused by third parties.
2. Damage to the Client caused by a breakdown or malfunction of any kind affecting the information system or the electricity supply network.
3. Damage to the Client caused by a defect in software not developed by epyx, even if the software is represented or distributed by epyx.
4. Damage to the Client caused by the introduction of a virus into the Client's information system or any other illicit attack of which epyx was not the originator.
5. Damage arising from loss of data.
6. Damage caused by force majeure.

In other cases, the responsibility of epyx is limited in accordance with the following:

1. Damage stated and proved by the Client to be caused by the fault or gross negligence of epyx. In such a case, the claim of the Client to damages and interest shall not exceed reserved by epyx in its balance sheet under the heading "Unsecured risks" or CHF 300,000.00, including all taxes.
2. Damage stated and proved by the Client to be caused by a defect in the conception of the recommended solution. In such a case, the claim of the Client to damages and interest shall not exceed reserved by epyx in its balance sheet under the heading "Guarantee work" or CHF 100,000.00, including all taxes.
3. Damage stated and proved by the Client in relation to solutions for the securing of its security perimeter caused by intrusion by hackers into the Client's information system. In such a case, the claim of the Client to damages and interest shall not exceed reserved by epyx in its balance sheet under the heading "Hacker risks" or CHF 200,000.00, including all taxes. epyx shall not be responsible for updating anti-intrusion systems, except if it is expressly engaged to do so.

In any case, the claim of the Client to damages and interest shall not exceed the amount due from the Client to epyx for the provision of the services in dispute.

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**Art. X. Responsibility of sub-contractors**

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If epyx has had recourse to sub-contractors for the execution of the mandate, epyx shall be responsible in the same way as it is for services it provides itself.