

General Terms and Conditions of Business (GTC) - Managed PKI Services

1. Scope

The present General Terms and Conditions of Business (hereafter, Managed PKI GTC) regulate the contractual relationship between End Customers (hereafter, End Customer) and SwissSign AG, Sägereistrasse 25, 8152 Glattbrugg, Switzerland (hereafter, SwissSign) with regard to the use of the Managed PKI Services of SwissSign (hereafter, the Managed PKI Service).

In placing the order the End Customer assents to the Managed PKI GTC.

2. Contractual elements

The following documents shall constitute an integral part of these Managed PKI GTC, to which they shall be subordinated in the following descending order of priority:

- a) Managed PKI Setup Agreement including appendices
- b) SLA concerning certificate services
- c) Declaration of Consent and Terms of Certificate Use in case of any additional organization admitted in the Managed PKI beyond the organization of the End Customer

The relevant up-to-date version of the forms of the Managed PKI Setup Agreement and Declaration of Consent and Terms of Certificate Use including appendices are available at <https://www.swissign.com/managedpki/mpki-service>.

The relevant up-to-date version of the SLA certificate services is available at <https://www.swissign.com/sla>. The End Customer shall be informed of any amendments in writing or by email. They shall be deemed to have been approved unless the End Customer objects in writing within one month. Any objection shall be construed as ordinary termination of the related contracts.

In placing the order, the GTC of the End Customer are expressly excluded.

3. Description of services

The Managed PKI Setup Agreement describes the Managed PKI service and the rules and duties of both parties concerning the usage of the Managed PKI.

SwissSign operates a customer service ("Helpdesk" or "Support"). This may be reached using the contact form at <https://www.swissign.com/contact> or by sending an email to helpdesk@swissign.com.

4. Availability

Availability shall be determined according to the SLA concerning certificate services.

5. Order

In order to be able to use the Managed PKI Services, the End Customer must submit to SwissSign the order available in the web shop www.swissign.com or must fill out correctly and fully the order form submitted by SwissSign and send it to SwissSign. Afterwards the End Customer

has to submit also the Managed PKI Setup Agreement along with the related documentation completed correctly, in full and legally validly signed.

The End Customer can order additional organization admissions for its Managed PKI. These organizations must fill out the necessary Declaration of Consent and Terms of Certificate Use and sign it validly, duly accompanied by the related annexes. For such purposes the End Customer shall at all times use the current Declaration of Consent and Terms of Certificate Use form provided by SwissSign at <https://www.swissign.com/managedpki/mpki-service>.

SwissSign shall be entitled to refuse orders without stating reasons.

The End Customer informs SwissSign about changes in the configuration with the appropriate most current change form to be found in the Managed PKI area of the web shop.

The End Customer may order the relevant code signing, SSL and personal certificates (without hardware based certificates) offered for sale in the online shop of SwissSign (www.swissign.com) in relation to the Managed PKI Services. SwissSign shall configure the managed PKI for the End Customer.

The End Customer may arrange to be represented when ordering by a partner authorized by SwissSign.

6. Entry into force, term, termination, effect of termination in general

A contract shall be concluded upon acceptance of an order by SwissSign. The order is binding when the Managed PKI Setup Agreement is submitted to SwissSign or at least 30 days after order entry. The contract period starts in all cases on the first day of the month after which a Managed PKI was ordered. The Customer can revoke the order before he submits the Managed PKI Setup Agreement within the first 30 days after sending the order.

The contract is concluded for the ordered initial contract term. The contract period starts in all cases on the first day of the month after which a Managed PKI was ordered. Unless it is terminated at least three months prior to the end of the contract period, the contract shall be automatically extended by a further contract period of one year and for the same volumes, unless these have been reduced in advance. In the event of an extension the terms of the existing contract shall continue to apply, subject to an adjustment of the prices by SwissSign in line with the Swiss Consumer Price Index or the recalculation of prices by SwissSign taking account of market circumstances and as far as the no change order based on new contract terms was placed. If not agreed otherwise a change order will be always based on the current valid terms and conditions for Managed PKI services.

The contract may be terminated by either party in writing subject to compliance with a notice period of 3 months before the end of the contract period.

Upon termination of the contract the possibility of access to the Managed PKI shall elapse.

The foregoing shall be without prejudice to the right of both parties to immediate termination for cause. The requirement of cause shall be deemed to be met in particular by:

- the occurrence of events or circumstances that render the continuation of the contractual relationship unreasonable for the terminating party;
- a breach of the duties specified in this contract;
- if SwissSign is no longer able on legal grounds to comply with its duties under this contract;
- the publication of official notice of the initiation of bankruptcy procedures or the grant of a debt restructuring moratorium in relation to one of the parties.

Upon termination of the contract the possibility of access to the Managed PKI shall elapse.

Termination shall be always intimated in writing.

7. Volume licenses

Managed PKI Services may be received for a contract and service period of one or more years and for a specific order volume ("volume") subject to advance payment. The order volume is determined by summing up all multiplications of the number of each certificate type with the price of this certificate type. All kinds of certificates may be received up to the level of the certificate order volume.

After the volume has been used up, certificate licenses may be reordered at any time. The number of certificate licenses reordered shall be cumulated at the time the reorder is placed with the existing number of certificate licenses and charged at the prices agreed upon under contract. Existing certificates must therefore be included in the order form. The new order volume is determined by all these certificates and will end up to a new price.

The volume may be reduced at any time up until 30 days prior to the start of the new contract and service period.

The minimum order volume amounts to CHF 500 / EUR 500 / USD 500.

8. Payment arrangements

8.1 Due dates for payments

As far as not specified otherwise the advance payment shall fall due after reception of the yearly invoice. In case of a reorder the difference between the values of existing order volume and the new reorder will be billed on a pro rata basis of 1/12 for each month of the remaining billing period immediately after reorder.

The payment term extends to 30 days after the due date.

8.2 Default and blocking of access

If an obligation falls due, the debtor shall be deemed to be in default upon expiry of a due date or presentation of a reminder.

SwissSign shall be entitled to block access for the End Customer and to revoke the certificates if it has defaulted on the payment of invoices.

8.3 Offsetting

The End Customer may not offset amounts due to SwissSign against any counterclaims.

9. Overruns of the volume limit

Managed PKI Services are not subject to any technical limitation as to the number of certificates. The End Customer may thus exceed the order volume at any time if required. SwissSign will regularly check the number of certificates issued and valid for the previous year. Should the order volume calculated by the actual number of certificates operating in parallel exceed the agreed order volume, the difference of order volume can be promptly charged in addition for the current contract year. Unless objected to by the End Customer, the new overall order volume shall automatically be charged as the basis for subsequent billing period.

The number of certificates operating in parallel shall be calculated on the basis of the number of certificates actually in use each year at the reference date considered retrospectively for the year prior to the reference date. For example, if a certificate was only used for half a year, the effective number of certificates relating to it is 0.5, whilst if a certificate was used for a year the figure is 1. The annual calculation shall refer to the duration of usage in days on the basis of a 365-day year.

10. Ex post amendments

Amendment orders placed after the Managed PKI Setup Agreement has been signed shall attract the amendment and cancellation fees specified in the amendment order form or in a specific offer. This shall include e.g. the addition of domains, changes to persons with access authority or changes to domain name. All domains specified upon setup shall be included in the price.

11. Revocation of certificates

Revoked certificates can no longer be used actively and are not part of the order volume any more.

12. Fee

12.1 Prices

The prices and price models published on the website www.swissign.com as an integral part of the order form or those agreed upon in writing with the End Customer shall apply for the use of Managed PKI, including specifically the issue of certificates.

12.2 Price per certificate license

Each certificate type shall have a certificate license price, irrespective of the duration of the certificate. By this license the End Customer shall acquire the right to receive a certificate for the duration specified by it and to use it for one year or to use an existing certificate for another year.

A certificate license shall be valid for one certificate for the "subject" to which the certificate is issued. Copies of this certificate may be used on multiple servers without any additional cost.

13. Third party involvement

SwissSign may involve third parties at any time in order to provide its services.

14. Warranty

The End Customer shall control the material supplied, including in particular the certificates issued, upon receipt and promptly notify any defects or incorrect and/or incomplete information (within a maximum of 7 working days), and under all circumstances before first usage. If evident defects are not reported promptly upon receipt, and latent defects promptly upon discovery, the rights to object to defects shall be deemed to be forfeit. The End Customer shall bear the burden of proof relating to the defects invoked, the time at which they were ascertained and the timely presentation of a claim.

If a claim is made, SwissSign shall be entitled to choose between remedial performance and the supply of a replacement. Defective certificates will be declared invalid and replaced by new certificates. Any additional rights in relation to defects are expressly excluded.

SwissSign provides no warranty for the compatibility of the certificates issued with Swiss law and reserves the right to refuse requests for certificates by End Customers for which delivery would run contrary to statutory export restrictions or limitations or the compliance requirements of SwissSign.

Besides the provisions in the Managed PKI Setup Agreement "Ready for Operation, Defect Handling" must be taken into account.

15. Liability

SwissSign shall bear liability only if caused intentionally or through gross negligence if not the liability provisions of the managed PKI Setup agreements provide for further liability..

16. Data protection

The data protection is referenced in the paragraph of the Managed PKI Setup Agreement "Customer Data and Data Protection".

17. Confidentiality

SwissSign, End Customers and any partners shall treat in confidence all facts and information that are not in the public domain or generally accessible (including in particular price lists). In the event of doubt, all facts and information shall be treated as confidential. The parties undertake to adopt all financially reasonable precautions that are technically and organizationally possible in order to ensure that confidential facts and information are protected effectively against access by or disclosure to unauthorized persons.

The duty of confidentiality shall arise prior to the order of Managed PKI and shall continue to apply after termination of the contractual relationship. The duty of confidentiality shall not be breached by the disclosure of confidential information within the same group or to a third party involved in the provision of services. The parties shall subject their staff and any other auxiliaries to the duties stated in the previous clause.

18. Assignment and transfer of rights and duties

The End Customer may not assign or pledge its claims against SwissSign without the written approval of SwissSign.

The End Customer shall not be entitled to assign or transfer the rights and duties created under this contract.

19. Severability

Should any of the provisions of these GTC prove to be invalid or unlawful, this shall not affect the validity of the contract. Should this occur, the provision concerned shall be replaced by a valid provision that comes as close as possible in financial terms.

20. Amendment of the Managed PKI GTC

SwissSign reserves the right to amend the Managed PKI GTC at any time. The End Customer shall be given notice of any amended version promptly before it takes effect, which shall be published on the webpages of SwissSign. The amended Managed PKI GTC shall be deemed to have been approved unless objected to in writing by the End Customer within one month of the time it became aware of them. An objection shall be construed as termination of the contract and shall result automatically in its dissolution.

21. Applicable law and jurisdiction

Swiss law shall be exclusively applicable. The provisions of the United Nations Convention of 11 April 1980s on Contracts of International Sale of Goods ("CISG") shall not apply. The place of jurisdiction shall be Zurich.

If End Customer has a foreign domicile or place of business, Zurich shall be regarded as the location of enforcement and the location of exclusive jurisdiction for all proceedings.