

## General Terms and Conditions for the use of facilities and services provided by the Information & Communication Technology (ICT) division of Zurich Airport Ltd.

### 1. Scope

The "General Terms and Conditions" set out below apply to the purchase of facilities and services offered by the ICT division of Zurich Airport Ltd. They regulate all issues that are not stipulated in a separate contract. If provisions in any such contract conflict with those in the General Terms and Conditions, the terms agreed in the special contract take precedence.

Where the use of central ICT infrastructure facilities is concerned, the respective operating regulations and charge regulations of Zurich Airport Ltd. take precedence. These General Terms and Conditions apply accordingly (usage relationship under public law).

### 2. Purpose

In return for a usage fee, Zurich Airport Ltd. will provide the customer with access to the technical IT and telecommunications infrastructure and provide IT and telecommunications services.

### 3. Use of facilities and services provided

Facilities and services are provided solely for the customer's own use. The transfer of facilities and services to third parties is prohibited, even if this is done at no charge. Any exceptions must be contractually agreed. When using these facilities and services, the customer must observe all Swiss laws and all regulations issued by Zurich Airport.

### 4. Ordering of facilities and services

Orders for facilities and services must be submitted exclusively on the forms designated for this purpose by Zurich Airport Ltd. and as specified in the ICT Services Catalogue. Zurich Airport Ltd. will only process orders that have been completed in full and have a legally binding signature.

### 5. Maintenance and rectification of faults

Zurich Airport Ltd. is entitled to carry out maintenance work on the ICT infrastructure during the maintenance window defined for the respective facilities or services and, when advance notification is given, during lunch hours or standard non-peak office hours. The customer is not entitled to claim compensation if services are interrupted due to maintenance work.

Faults will be rectified in accordance with the current applicable ICT Service Level Agreement (SLA) depending on the agreed service level for the facility or service in question.

### 6. Information security

The customer is obliged to apply generally accepted information security principles and take the appropriate steps to protect its own ICT systems. As a minimum, the customer must implement the following measures on its own ICT systems that are connected directly or indirectly to Zurich Airport Ltd.'s ICT network:

- a) Regularly update the software on its own ICT systems (provided such software updates are available)
- b) Install and regularly update anti-virus software on its own ICT systems (provided such anti-virus software is available).

The customer must promptly follow any instructions from Zurich Airport Ltd. concerning information security (virus infection, hacking attacks, etc.).

If it does not follow the instructions or fails to observe information security principles, the customer will be liable for any damage caused to and additional expenses incurred by Zurich Airport Ltd.

Zurich Airport Ltd. is entitled, without consulting the customer, to restrict or shut down services, or disconnect the customer's ICT systems from Zurich Airport Ltd.'s network (e.g. in the event of a virus infection or a hacker taking control of one of the customer's ICT systems) if the security of Zurich Airport Ltd.'s ICT systems is directly or indirectly threatened, or if there is a risk of other negative consequences for Zurich Airport Ltd..

Zurich Airport Ltd. will subsequently notify the customer as soon as possible if services have been restricted or the customer's ICT systems have been disconnected from Zurich Airport Ltd.'s network.

### 7. Obligation to cooperate

In providing its services, Zurich Airport Ltd. is dependent on the cooperation of the customer. The customer will grant Zurich Airport Ltd. or its subcontractors access to the necessary infrastructure. If the customer does not cooperate, Zurich Airport Ltd. cannot be held responsible for delays or SLA breaches.

## **8. Confidentiality**

Users of the facilities and services offered are bound by a duty of non-disclosure and confidentiality. Under no circumstances may information about the IT and telecommunications infrastructure at Zurich Airport be disclosed to third parties without the written consent of Zurich Airport Ltd.

## **9. Force majeure**

Official decrees and force majeure (such as power outages, fires, terrorist attacks, earthquakes or strikes) release the affected party from its contract performance obligations for the duration of the disruption and to the extent of its effect. The fulfilment of the affected party's obligations will be suspended and deferred for the duration of the force majeure; obligations will come into effect once more after the force majeure has ended.

## **10. Liability**

Zurich Airport Ltd. will assume liability only in cases involving gross negligence or intent. In particular, Zurich Airport Ltd. will not be held liable for consequential damage or for indirect loss or damage as a result of deficiencies for which Zurich Airport Ltd. is responsible.

The customer will be held fully liable for any damage or loss sustained by facilities or infrastructure belonging to Zurich Airport Ltd. which was caused by the customer or by third parties it has engaged.

## **11. Fees**

The facilities and services provided by Zurich Airport Ltd. are subject to a monthly usage fee calculated based on the price list at the time of the order. A one-off flat fee will be charged for commissioning, modification and decommissioning of service components. Any additional work (e.g. making copies of invoices, late cancellation requests, late address changes, etc.) will be billed by time.

## **12. Price adjustments**

Zurich Airport Ltd. is entitled to make an annual adjustment to the prices of all facilities and services offered. The customer will be sent a new price list or notified of the new prices and the date on which they come into force at least three months in advance.

## **13. Terms of payment**

The fee is payable each month. The invoice is always issued in the month after the service was provided. The first month is billed on a pro rata basis from the day on which facilities were commissioned and services provided. Invoices issued by Zurich Airport Ltd. are in Swiss francs, on net terms, and are to be paid within 30 days of the invoice date. Zurich Airport Ltd. has the right to demand payment in cash or payment in advance at any time without giving a reason. The place of payment is the registered office of Zurich Airport Ltd.

## **14. Electronic invoices**

As a rule, invoices are issued in electronic form only (e-mail with signed PDF invoice). A fee will be charged for invoices or invoice copies sent on paper.

## **15. Payment default**

If a payment is not made within the period stated on the invoice, the customer will automatically be deemed to be in default. In the event of such a default, Zurich Airport Ltd. will be entitled to suspend the services in whole or in part, either permanently or temporarily, and/or to terminate the contractual relationship without notice. Furthermore, Zurich Airport Ltd. will be entitled to charge a reasonable rate of default interest as well as any collection expenses incurred.

## **16. Ownership**

All the equipment and facilities provided for the customer to use remain the property of Zurich Airport Ltd.

## **17. Insurance of equipment**

The customer is obliged to insure at its own expense its own equipment and ICT systems against fire and water damage and other risks (property insurance).

## **18. Term of the contract**

The contract will enter into force on commissioning of the facilities and services ordered and is concluded for an indefinite period.

In the absence of a specific contractual agreement, the contract may be terminated by either party (the customer or Zurich Airport Ltd.) subject to a notice period of three months, with termination being effective at the end of a calendar month.

## **19. Termination**

Notice of termination must be submitted in writing in all cases. On the final day of the contractual relationship, and by no later than 17:00, the customer must hand over all the equipment it has been using to Zurich Airport Ltd.

## **20. Translation into other languages**

These provisions were originally drawn up in German. In the event that they are translated into other languages, only the original German text is legally binding.

## **21. Severability clause**

Should any contractual provision or provision of these General Terms and Conditions prove to be or become invalid or unenforceable, this will not affect the validity of the remaining provisions. In such an event, the parties to the contract will replace the provision in question with a new provision that most closely corresponds to the legal and economic intention and purpose of the original provision.

## **22. Applicable law and place of jurisdiction**

These provisions are governed by **Swiss law**. Application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

The sole place of jurisdiction is the registered office of Zurich Airport Ltd.

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Information & Communication Technology

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