

Terms and Conditions of the Bank for International Settlements for the Purchase of Customised Software

1. Scope and Contractual Ranking

- 1.1. These terms and conditions ("Terms and Conditions") of the Bank for International Settlements ("BIS") shall apply to the entire agreement ("Agreement") between the BIS and the software manufacturer ("Supplier").
- 1.2. These Terms and Conditions shall prevail over any conflicting provisions in the Agreement.

2. Purchase Order

- 2.1. In the absence of a specific formal written contract, the Purchase Order will constitute the legal commitment of the BIS to acquire the Goods and/or Services, as specified in the Purchase Order, including any component parts, spare parts, manuals, documentation, packaging, and any deliverables and incidental works, under the terms and conditions set out in the Purchase Order. The Purchase Order, including its terms, shall be deemed accepted by the Supplier and thus a contract shall be concluded between the parties unless the Supplier rejects the Purchase Order by a notification in writing to the BIS within five business days of its receipt. The issued Purchase Order, including its terms, shall also be deemed accepted by performance of the Purchase Order prior to the expiry of the five business day period. Each accepted Purchase Order shall constitute a separate contract. The BIS reserves the right to revoke any Purchase Order by notifying the Supplier prior to the acceptance of the Purchase Order.

3. Invoicing and Tax Status of the BIS

- 3.1. The Supplier shall issue the invoices to the BIS

following the handover of the Software.

- 3.2. All invoices shall indicate the BIS purchase order number. If such number has not been issued by the BIS, the reference "No PO" and the contact person at the BIS shall be indicated. Invoices without reference to BIS Purchase Order numbers may be processed with delay.
- 3.3. Invoices must clearly state the price of the individual items, the total amount, any surcharges and deductions, and the delivery date or period of performance.

Invoices shall be sent electronically to: invoice@bis.org (if not indicated otherwise)

Subject: Invoice [PO number]

- 3.4. Unless otherwise agreed, payment shall be due within 30 days after receipt of the complete and correct invoice. Late payment shall not entitle the supplier to claim interest or to terminate the Agreement.
- 3.5. The BIS enjoys a special tax status as an international organisation in Switzerland. Accordingly, it is exempt from Swiss VAT. Therefore, invoices - shall not include any Swiss VAT and must bear the remark "*von der Steuer befreit*" or "*Befreiung von der MWST nach Art. 144 MWSTV*". If the wording "*inklusive MWST*", either with or without indication of the relevant tax rate, is pre-printed on the invoice, then such wording must be struck through on both the original and all copies. Any other taxes or dues incorporated in the price must be clearly disclosed on the invoices, so as to allow the BIS to claim exemption.

4. Default

- 4.1. All contractual deadlines stated in the Agreement shall be deemed to be fixed deadlines. If the Supplier fails to meet fixed deadlines, it shall be deemed to be in default immediately;

in all other cases it shall be deemed to be in default upon receipt of a written reminder.

5. Documentation

- 5.1. Upon handover of the Software, the Supplier shall provide the BIS with the agreed number of complete, copyable documentation in electronic format or hard copy in the English language. The documentation shall include, in particular, an installation and user manual and the source code of the Software, including the information and documentation necessary for editing the Software.
- 5.2. The BIS may copy and internally disseminate any Software-associated documentation provided by the Supplier.
- 5.3. The Supplier shall keep the documentation up to date.

6. Materials Furnished by the BIS

- 6.1. Title to any material, equipment, supplies, that may be furnished by the BIS to the Supplier for the performance of any obligations under the Agreement, shall rest with the BIS, and any such materials shall be returned to the BIS at the conclusion of the Agreement or when no longer needed by the Supplier.
- 6.2. Such materials, when returned to the BIS, shall be in the same condition as when delivered by the BIS, subject to normal wear and tear, and the Supplier shall be liable for compensating the BIS for the actual costs of any loss of, damage to, or degradation of the materials that is beyond normal wear and tear.
- 6.3. The Supplier shall have no retention right to the materials under any circumstances.

7. Personnel

- 7.1. The Software shall be produced by the persons ("Personnel") specified in the Agreement.
- 7.2. The Supplier shall ensure that all Personnel are qualified, reliable, competent, properly trained, and conform to the highest standards of professional and technical competence and moral and ethical conduct.

- 7.3. The Personnel may only be replaced or removed by the Supplier with the BIS's prior written consent.
- 7.4. If, for any reason beyond the reasonable control of the Supplier, it becomes necessary to replace any of the Personnel, the Supplier shall forthwith assign as a replacement, a person of equal or better qualifications, at the same rate of remuneration. In this case the prior written agreement from the BIS will be necessary.
- 7.5. In the event any of the Personnel are deemed by the BIS to be incapable of performing the duties assigned to them, the BIS may require the Supplier to provide a replacement immediately with qualifications and experience acceptable to the BIS.
- 7.6. Any expenses incurred by reason of replacement of Personnel pursuant to sections **Error! Reference source not found.** and **Error! Reference source not found.** above shall be borne by the Supplier.
- 7.7. The BIS expressly reserves the right to request the replacement or removal of any Personnel at any time and for good cause. In the event of such replacement or removal, the Supplier shall take all necessary measures to ensure the continuing performance of the Agreement.

8. Subcontractors

- 8.1. The Supplier may only engage subcontractors for the performance of the Agreement with the BIS's prior written consent.
- 8.2. The Supplier shall ensure that subcontractors (i) are properly selected, instructed and supervised; (ii) bound by all obligations arising out of the Agreement; (iii) do not further transfer any rights or obligations; and (iv) comply with instructions given by authorised BIS representatives.
- 8.3. The Supplier shall be responsible and liable for all actions performed by any subcontractor and its personnel to the same extent as for its own employees. The Supplier shall remain liable for the performance of and compliance with the Agreement.
- 8.4. The BIS may request the withdrawal of an existing Subcontractor.

9. Credential Checking and Code of Conduct

- 9.1. The Supplier shall ensure that individuals who are to have access to the BIS premises or to Confidential Information are informed of and comply with the BIS Code of Conduct for Contractors, as may be updated from time to time (available at <https://www.bis.org/suppliers>).
- 9.2. The BIS may, at its option, require that individuals who are to have access to the BIS premises or to Confidential Information be subject to a background check ("Credential Checking").
- 9.3. The Supplier will strictly adhere to the Credential Checking procedure and agrees to cooperate fully to the extent required by such procedure. This may include, but is not limited to, completion of the BIS's credential checking form which is available at <https://www.bis.org/suppliers> and may be updated from time to time. The level of clearance will be determined by the BIS. The enhanced credential checking will be carried out by an external company.
- 9.4. In the event any of the Supplier's personnel fails the Credential Checking, the Supplier will ensure that such individual is immediately replaced.

10. Work on BIS Premises

- 10.1. Personnel may work on the BIS's premises only (i) if contractual obligations are to be performed on the BIS's premises; and (ii) with the prior written consent of the BIS.
- 10.2. The Supplier shall ensure that all Personnel working on the BIS premises comply with the BIS rules, regulations, guidelines and relevant safety provisions.
- 10.3. The BIS has the right, in its sole discretion, to refuse the admittance to, or require the replacement or removal of, the personnel from its premises at any time without giving any reason. Any such refusal of admittance or request for replacement or removal shall not, in and of itself, entitle the Supplier to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement.

- 10.4. No data storage device shall leave the BIS premises, unless it has been cleared of BIS related data in such a way that no data can be recovered. The Supplier ensures that those devices not allowed to leave the BIS premises are stored or destroyed by the Supplier in line with the relevant BIS procedures as far as they have been brought to the Supplier's attention.
- 10.5. For the purpose of this section, transport of data storage devices directly between the BIS premises as well as, for purposes of remote performance or configuration of the services, as authorised in writing by the BIS in advance, shall not be considered as leaving its premises.

11. Remote Performance

- 11.1. The Parties may envisage remote performance of the services if the following requirements are met: (i) the parties have explicitly agreed in advance in writing the scope of the services to be performed remotely; (ii) the remote connection is protected by strong, state of the art authentication; (iii) the remote connection shall only affect equipment as agreed by the parties; (iv) remote access to the BIS's IT systems shall only be conducted via BIS approved remote access methods in accordance with BIS IT security standards and subject to BIS IT risk assessment; (v) any individual that is engaged with performing services remotely via external telecommunications connection must be approved by the BIS by performing the Credential Checking.

12. Production of the Software

- 12.1. The BIS shall define the software to be specially produced by the Supplier for the BIS ("Software") and shall provide the Supplier with all the information necessary. Any further cooperation duties of the BIS shall be conclusively agreed in the Agreement.
- 12.2. The Supplier undertakes to produce the Software in compliance with the contractual provisions and specifications of the Agreement, as well as the statutory requirements and the current state of science and technology.

13. Transfer of Rights to the Software and Documentation

- 13.1. The Supplier undertakes to assign and hereby assigns all rights, title, and interest, including associated intellectual property rights under copyright, trade secret, patent, in and to the Software, including source code, program descriptions and documentation, regardless of whether these are in written or machine-readable form, to the BIS on creation.
- 13.2. The Supplier shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the BIS in compliance with the requirements of the applicable law.
- 13.3. The Supplier will provide to the BIS a copy of the source code material of any Software developed under the Agreement composed of technical information and all related documentation as far as required by the BIS to independently convert, maintain, reformat or otherwise process the Software and create derivative works thereof.
- 13.4. The Software documentation, in particular documented source code, complete with the overview, data and function models and function description, and other documents must be handed over to the BIS before acceptance of the Software.
- 13.5. Personal rights to intangible property remain reserved, provided they are not transferable by law.
- 13.6. The BIS may dispose of the Software without restrictions in terms of time, space and substance. The power of disposal encompasses all current and future potential rights of use, especially use, publication, sale and modification, including further processing and use for the creation of new work results.
- 13.7. With respect to pre-existing intellectual property rights relating the Software, the BIS shall receive a non-exclusive, transferable right of use without restrictions in terms of time, space

and substance, which grants the BIS the possibility to use and dispose of the Software. The Supplier undertakes not to establish any rights based on those pre-existing rights which could be asserted against the possibilities of use granted herein. In particular, it undertakes to transfer or license these intellectual property rights only subject to the rights of use of the BIS.

14. BIS Data

- 14.1. The Supplier shall not use any data that is provided to the Supplier by or on behalf of the BIS in the performance of the Agreement ("BIS Data") for any purpose other than the performance of the Agreement.
- 14.2. If the Supplier stores confidential or strictly confidential BIS Data, as determined by the BIS, the BIS Data shall (i) not be physically stored outside jurisdictions in which the BIS enjoys privileges and immunities¹; (ii) be segregated from third party data; and (iii) be identifiable as BIS Data. The BIS shall retain at any time full control over all BIS Data, regardless of where the data is physically stored. The Supplier must further ensure that it has no ongoing access over an extended period of time (standing access) to such confidential or strictly confidential BIS Data from outside of jurisdictions where the BIS enjoys privileges and immunities.
- 14.3. If the Supplier processes BIS Data, the Supplier shall (i) take all economically reasonable, and technically and organisationally feasible precautions to ensure that the BIS Data is effectively protected against unauthorised access by third parties; (ii) upon the BIS's request grant the BIS the right to access and rectify the BIS Data, and, after completion or termination of the Agreement; (iii) return the BIS Data; and (iv) irrevocably delete or destroy the BIS Data on any media (including test or backup media) in accordance with the currently recognised current best practices and; (v) upon request, confirm such deletion or destruction to the

¹ Switzerland, Mexico, Hong Kong SAR, Singapore, United Kingdom, Sweden, Germany, France, Canada

BIS in writing.

- 14.4. The return, deletion or destruction of the BIS Data must take place within 30 days after completion or termination of the Agreement. If the data on backup media cannot be deleted, the backups must be protected in accordance with the recognised current best practices and must be deleted or destroyed within one year at the latest. If the Supplier is subject to a legal obligation to retain the BIS Data, the return, deletion, or destruction of the data subject to this retention obligation must take place within 30 days after the end of the retention period.
- 14.5. Upon the occurrence of any bankruptcy or similar proceedings, all BIS Data must be returned to the BIS in a format that is easily accessible and importable into BIS applications or systems, or as otherwise specified by the BIS. In addition, any form of retention right whatsoever is, to the extent permitted by law, herewith excluded and BIS Data may under no circumstances be used in bankruptcy or similar proceedings.
- 14.6. The Supplier shall notify the BIS of BIS Data breaches not later than 24 hours after having become aware of it and provide a more detailed follow-up within 72 hours.
- 14.7. The provisions of this section shall continue to apply notwithstanding the completion, termination or expiry of the Agreement for any reason.

15. Personal Data

- 15.1. The BIS shall, in the performance of the Agreement, process personal data in accordance with the requirements of its personal data protection framework. The BIS privacy notice is available online under <https://www.bis.org/privacy.htm>.
- 15.2. The Supplier shall (i) comply with all applicable privacy and data protection legislation in the processing of the BIS's personal data ("Personal Data"); (ii) process Personal Data solely for the purposes of the performance of its obligations under the Agreement and only to the extent to which the processing is necessary for the relevant purpose; (iii) guarantee the confidentiality of the Personal Data; (iv) not disclose any Personal Data to any

person other than persons that need access to such Personal Data in support of the performance of obligations under the Agreement; (v) ensure the persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and receive the appropriate personal data protection training; (vi) keep Personal Data correct and up to date (vii) keep Personal Data only as long as necessary for the achievement of the purpose it was transferred to or collected by the Supplier as agreed with the BIS; and (viii) maintain appropriate technical and organisational measures for protection of the security, confidentiality and integrity of the Personal Data, taking into account the sensitivity of the information in question.

- 15.3. The Supplier may engage third-party sub-processors ("Sub-processors") in connection with the provision of services under the Agreement provided that the Supplier has entered into a written agreement with each Sub-processor containing, in substance, data protection obligations no less protective than those in the Agreement with the respect to the protection of personal data. Upon request, the Supplier shall provide a list of current Sub-processors. The Supplier shall be liable for the acts and omissions of its Sub-processors to the same extent the Supplier would be liable if performing the services of each Sub-Processors directly under the terms of the Agreement.
- 15.4. If for the performance of the Agreement, the Supplier is required to transfer Personal Data outside of its country of origin, the Supplier shall ensure that safeguards are in place to protect Personal Data in the relevant third country in accordance with all applicable privacy and data protection legislation.
- 15.5. The BIS is an international organisation, and accordingly, any transfer of personal data from the BIS to the Supplier shall not constitute a restricted transfer of personal data limited by the applicable privacy and data protection legislation requiring any further safeguards to be adopted beyond those set out in the Agreement. Processing of personal data by the Supplier will be subject to the applicable privacy and data protection legislation, and any transfer of personal data from the Supplier to the BIS may constitute a restricted transfer of personal data under such applicable privacy and data protection legislation.

However, the parties agree that neither shall be in breach of the Agreement for any failure to adopt individual contractual clauses with respect to the transfer of such personal data to the BIS.

- 15.6. The Supplier shall assist the BIS, insofar as this is reasonable, for the fulfilment of its obligation to respond to requests for exercising the data subjects' rights.
- 15.7. The provisions of this section shall continue to apply notwithstanding the completion, termination or expiry of the Agreement for any reason.

16. Breach of Property Rights

- 16.1. The Supplier shall immediately, at its own expense and risk, defend against claims asserted against it by third parties for a breach of property rights within the scope of its contractual obligations. If a third party brings proceedings against the Supplier, the Supplier must immediately inform the BIS in writing. If the third party asserts the claims directly against the BIS, the Supplier shall, upon the first request of the BIS, support BIS in its defence and participate in the dispute. The Supplier undertakes to bear all costs (including compensation for damages) incurred by the BIS as a result of the defence, the conduct of the proceedings and any settlement of the legal dispute. In the event of a settlement, the Supplier shall be required to make the agreed payment to the third party only if the Supplier has given its prior consent to such settlement. The Supplier shall not unreasonably withhold the grant of such consent.
- 16.2. If, due to a breach of property rights for which the BIS is not responsible, the BIS is prevented from using or availing itself of the Software in whole or in part, it shall grant the Supplier a reasonable period of time to either modify or replace the Software in such a way that the BIS' use of the Software does not breach any third-party rights, or else to procure a licence from the third party, at the Supplier's discretion, while retaining the same scope of performance. The Supplier shall bear all associated costs and reimburse the BIS for its expenses. If the Supplier fails to implement any of these options within the deadline, the BIS may, at its discretion, withdraw from the Agreement with

immediate effect or forgo the use of the relevant part of the Software, with a proportionate reduction in the price. In any case, even in the event of slight negligence or no fault at all on Supplier's part, the BIS may demand compensation for the damage.

17. Confidentiality

- 17.1. The Supplier shall treat as confidential all information (whether in oral, written, electronic or other form) received or acquired in the performance of the Agreement, even if such information is not marked or specified as confidential ("Confidential Information"), and shall take at least the same degree of care to avoid disclosure, publication or dissemination of the provided information as it uses for its own confidential information.
- 17.2. The Supplier shall not use, permit the use of, or make available the Confidential Information other than to its own employees, officers, contracted staff, or other persons assisting or advising the Supplier, on a need-to-know basis, for the performance of the Agreement.
- 17.3. The Supplier shall not copy any information, whether electronically or in any other form, unless and to the extent necessary for the performance of the Agreement. Once the copies are no longer required or the Agreement is completed or terminated, such copies shall be completely destroyed or, upon request, returned to the BIS. The Supplier shall provide evidence of compliance with this requirement to the BIS upon request.
- 17.4. The Supplier must inform the BIS immediately if it knows or has reason to believe that Confidential Information has been subject to unauthorised access, has been passed on to unauthorised third parties, has been lost or damaged, or has been (or may have been) otherwise processed illegally or in violation of the Agreement. In addition, the Supplier must immediately take the necessary emergency measures to secure the Confidential Information and to prevent or minimise any possible adverse consequences.
- 17.5. The confidentiality obligation shall not be considered breached if Confidential Information is transmitted by the Supplier within the group or to any Subcontractor insofar as

transmission is necessary for contract performance. The Parties shall impose the confidentiality obligation on their group companies, employees and Subcontractors.

- 17.6. The provisions of this section shall continue to apply notwithstanding the completion, termination or expiry of the Agreement for any reason.

18. Use of the BIS Name, Acronym, Logo, or Trademarks

- 18.1. The Supplier may use the name, acronym, logo, or trademarks of the BIS only as required for internal purposes for the performance of the Agreement.
- 18.2. The Supplier may not use the name, acronym, logo, or trademarks of the BIS in any marketing material, advertising, publicity releases, presentations, or any other publicly available information.
- 18.3. The Supplier may not mention the business relationship with the BIS, and the existence, nature, and terms of the Agreement, to any third party without the BIS' prior written consent.
- 18.4. The provisions of this section shall continue to apply notwithstanding the completion, termination or expiry of the Agreement for any reason.

19. Conflict of interest

- 19.1. The Supplier ensures that its contractual performance for the BIS does not give rise to any actual or potential conflict with the Supplier's obligations towards third parties.
- 19.2. The Supplier will immediately inform the BIS of a potential conflict of interest. If it is not possible to avoid a conflict or to solve it in another manner, the BIS may terminate the Agreement with immediate effect.

20. Insurance

- 20.1. The Supplier shall, without limiting its obligations or liabilities herein and at its own expense, maintain all insurances that are

standard in its field of activity, including a liability insurance.

- 20.2. The Supplier shall ensure that all Subcontractors providing services under the Agreement maintain equivalent insurance coverage.
- 20.3. Upon request by the BIS, the Supplier shall provide appropriate evidence of such insurance coverage.

21. Liability

- 21.1. The parties are liable for all damages they cause to the other party in connection with the Agreement.
- 21.2. The parties shall be liable for the conduct of their employees, other auxiliaries and third parties called upon for the purpose of contract performance (such as suppliers, subcontractors, substitutes) in the same way as for their own conduct.

22. Non-Waiver of Immunities and Privileges

- 22.1. Nothing in the Agreement shall be deemed to be or construed to be a waiver, express or implied, of the immunities, privileges and exemptions enjoyed by the BIS and persons connected with the BIS.

23. Warranties

- 23.1. The Supplier warrants and represents: (i) that it hands over the Software in good faith with all the agreed and assured characteristics required for the intended use as well as the characteristics that the BIS may in good faith expect, (ii) that it complies with the relevant legal requirements; (iii) that it is in possession of all the rights to provide the Software, in particular, it is entitled to grant the BIS the rights to the Software; (iv) that the Software does not infringe any third party's rights; and (v) that it has taken all commercially reasonable steps to ensure that the Software does not contain any defect or abnormality commonly known as a computer "virus" or "malicious code" and for the duration of the Agreement

will continue to take all commercially reasonable steps to protect against the introduction of such defects or abnormalities to the Software.

- 23.2. The Supplier assumes a warranty of 24 months from the final acceptance of the Software. This period does not apply if the Supplier grants a longer period of warranty in the Agreement. During the warranty period, defects may be notified at any time. Even after expiry of the warranty period, the Supplier is required to honour claims arising from the warranty rights of the BIS, provided that the defects were brought to the Supplier's attention in writing during the warranty period.
- 23.3. If the Software contains open-source Software, the Supplier shall make explicit reference to this in the offer and also in the event of any subsequent change to the Software, stating the licensing conditions under which the open-source Software is provided to the BIS.

24. Audit

- 24.1. The BIS or its designated auditors are entitled to: (i) audit all services, installations, premises, processes, books, accounts and other records related to the Services provided by the Supplier or its Subcontractors under the Agreement; (ii) obtain all the desired information regarding the audited services and in hard copy or electronic format copies of the books, accounts and other records of the Supplier or its Subcontractors in relation to the services provided under the Agreement. The BIS may request the conduct of an audit with reasonable notice and will give details of the purpose of the planned audit. The audit will be conducted during the Supplier's normal business hours and in a manner that minimises disruption to the Supplier's business and that is proportionate to the specific purpose of the audit. The BIS or its designated auditors may only retain a copy of such records for a period as required by law. The costs of such audits will be borne by the BIS to the extent that such costs are not unduly caused or increased by the Supplier. For the avoidance of doubt, internal costs of each Party of such audits will be borne by themselves.

25. Information on Progress

- 25.1. The Supplier shall provide the BIS with regular information on the progress of work and shall immediately inform it of any circumstances that may jeopardise performance in accordance with the Agreement.

26. Acceptance

- 26.1. Under no circumstances shall the BIS be obliged to accept Software which does not comply with the specifications and requirements of the Agreement.
- 26.2. The Supplier undertakes to release only completely tested Software for acceptance. The BIS may upon request inspect the test logs.
- 26.3. The Supplier shall invite the BIS to the acceptance inspection in a timely manner. A written protocol of the results thereof shall be prepared and signed by both parties. If no defects are noted in the inspection, BIS shall accept the Software by signing the written protocol. If there are only insignificant defects, the Software shall likewise be accepted by signing the written protocol. The Supplier shall remedy the defects found within the scope of the warranty. If there are significant defects, acceptance shall be deferred. The Supplier shall immediately remedy the defects noted and shall invite the BIS to a new inspection in a timely manner. If significant defects are noted again in that inspection, and if the parties are unable to agree on a continuation, the Agreement may be terminated by the BIS. This is without prejudice to claims for damages.
- 26.4. The warranty period shall commence with the final acceptance of the Software. Acceptance cannot be assumed and must be acknowledged by the BIS in writing.

27. Import and Export Control

- 27.1. The parties acknowledge that software that originates from outside Switzerland may be subject to export regulatory requirements for high technology goods.
- 27.2. The BIS has informed the Supplier of its status as an international organisation, of the

preferential customs treatment it enjoys in Switzerland and of the fact that its importation of software and related technical data of all kinds is not subject to any restrictions.

- 27.3. The Supplier ensures compliance with any export restrictions and import regulations from the place of origin to the place of delivery in accordance with the Agreement. The Supplier informs the BIS in writing about any export restrictions in the country of origin.
- 27.4. A customs declaration form (form number 14.60) can be provided by the BIS upon request of the Supplier. It is recommended that the customs clearance be carried out in Basel.

28. Maintenance and Support for Software

- 28.1. The Supplier shall maintain the Software for the purpose of preserving its usability. Unless otherwise agreed in the Agreement, Software maintenance shall encompass corrective (debugging), adaptive (adjustment to changed circumstances) and perfective (expansion of functions) services, as well as the delivery of new releases and patches.
- 28.2. When the Software develops a fault, the Supplier will, at the BIS's request, take part in efforts to determine the cause of the fault, even if the fault involves interaction between a number of systems and/or components. If the Supplier can prove that the fault was not caused by the Software it is responsible for maintaining, this work will be invoiced separately. Wherever possible, the Supplier also rectifies Software faults caused by the BIS or a third party. It does so at the BIS's request and for a fee to be agreed in advance.
- 28.3. Within the framework of the Agreement, the Supplier shall provide support by advising and assisting the BIS with respect to the use of the Software to be maintained. The Supplier shall maintain an efficient organisation for maintenance and support.
- 28.4. At the request of the BIS, the Supplier shall participate in the search for the cause of malfunctions caused by third parties and the remediation thereof, even if one or more malfunctions may have been caused by the interaction of several systems or components.

- 28.5. In the event of malfunctions that significantly impair or make it impossible for the BIS to use the Software as intended, the Supplier shall begin rectifying the malfunction within 24 hours of receiving the malfunction report. In all other cases, the Supplier will begin the rectification within 72 hours.

29. Termination for Good Cause

- 29.1. The parties shall have the right to terminate the Agreement without notice for good cause at all times. Good cause includes the following in particular: the occurrence of (i) events or circumstances that make the continuation of the contractual relationship unreasonable for the terminating party, especially the persistent or repeated breach of essential contractual obligations; and (ii) bankruptcy or similar proceedings.
- 29.2. If the Agreement is terminated on any grounds whatsoever, the Supplier shall assist the BIS, if necessary and for appropriate remuneration, in the instruction of any new supplier, in the return or transfer, to the BIS or to a new supplier, of the BIS Data (in the agreed format or in a common format that is reusable for the BIS), as well as in the return or transfer of the Software that the Supplier operated for the BIS, including the surrender of current, electronically editable versions of documentation prepared in connection therewith by the Supplier under the Agreement.

30. Amendments

- 30.1. No party shall have the right to unilaterally change any part of the Agreement.

31. Applicable law and Jurisdiction Consequences of ending the Contractual Relationship

- 31.1. **The Agreement shall be construed in accordance with and governed by the substantive laws of Switzerland.** The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is excluded.

- 31.2. **The courts of Basel, Switzerland, shall have exclusive jurisdiction for disputes arising out of or in connection with the Agreement.**