
PRIVILEGE CONTRACT CONDITIONS

VERSION 18 MAY 2021

Article 1: General Framework

1.1 - By entering into a **Privilege Contract** with Kyos (the "Contract"), the Customer acknowledges and accepts the application of these Privilege Contract terms and conditions as well as Kyos' general terms and conditions without reservation.

1.2 - The Agreement allows the Customer to benefit from preferential rates on services offered by Kyos by purchasing credit in advance. The rates applied are set out in Kyos' "Service Rates" sheet in force at the time of the purchase of the credit.

1.3 - Predefined terms which are not expressly defined in these Privilege Contract conditions have the meaning given to them in Kyos' general terms and conditions.

1.4 - The terms and conditions of the Privilege Contract are also available on the Kyos website: <https://www.kyos.ch/docs>.

Article 2: Use of Kyos' Services

2.1 - The Agreement may be used at the Customer's request for any type of Services provided by Kyos: audit, consulting, integration, training, support, maintenance or other.

2.2 - The Contract may also be used to cover the costs of interventions arising from a Kyos Assist or Kyos Continuity contract provided that the Customer has previously entered into such a contract.

2.3 - Unless specifically agreed otherwise, the Contract may not be used to purchase equipment, licenses, or maintenance of solutions, nor to pay for the services of Kyos' suppliers or subcontractors.

Article 3: Financial conditions

3.1 - The rates applied are detailed in the Kyos "Service Rates" sheet in force at the time of the credit purchase.

3.2 - The "Tariff of services" sheet can be consulted at: <https://www.kyos.ch/docs>.

3.3 - The applicable rates depend on the level of expertise of the employee called upon to perform the service requested by the Client and the level of pricing contracted.

3.4 - The services provided by Kyos consist of a quarter-hour billing unit. Any intervention on site will however be invoiced for a minimum of one hour.

3.5 - Travel costs, surcharges for urgent interventions and/or additional charges for unused hours are also deducted from the Client's credit.

3.6 - Depending on the agreement between the Parties, other costs may be charged to the Client.

Article 4: Credit management

4.1 - The Customer purchases credit from Kyos in advance.

4.2 - The proposed credit amounts are shown on Kyos' "Service Charges" form.

4.3 - Once the credit has been purchased, it will be decremented for each intervention performed by Kyos.

4.4 - The Customer has the possibility of topping up his credit at any time by purchasing a new amount of credit.

Article 5: Level of charging

The tariff level contracted (A, B, C or D) is valid for the entire duration of the Agreement. In the event of the purchase of a new amount of credit, the pricing level corresponding to this amount may be applied, by agreement of both Parties, for the entire remaining credit.

Article 6: Periodic report

Kyos will periodically send a report to the Customer detailing the amount of credit initially purchased, any additional credit purchased, the pricing level, the remaining credit, and details of services consumed.

Article 7: Duration of credit

The credit purchased by the Customer is valid for a maximum of two years from the time of purchase of the credit from Kyos. After this period, the remaining amount of the credit cannot be used by the Customer to pay for the services provided by Kyos and will revert to Kyos by right.

Article 8: Application of the general conditions

For everything that is not provided for in these Privilege Contract terms and conditions, the general terms and conditions of Kyos shall apply.