

## KYOS SIMPLICITY TERMS AND CONDITIONS

VERSION MARCH 13, 2023

### Article 1: General Framework

**1.1** - By entering into a **Kyos Simplicity Contract** (the "**Contract**") with Kyos, the Customer acknowledges and agrees to be bound by these Kyos Simplicity Terms and Conditions and the Kyos Terms and Conditions.

**1.2** - Kyos Simplicity allows the Customer to take advantage of a range of Packages, Products or Services provided by Kyos by choosing a monthly payment method.

**1.3** - The Customer may choose to include in the Contract, Manufacturer's Products and Maintenance as well as Kyos Services such as Kyos SLA, Kyos Assist, Kyos Serenity, Kyos Continuity, Kyos Security Insights, Flat Rate Services and/or Privilege Contract, and accepts without reservation the specific terms and conditions of the products and services covered by these Contracts.

**1.4** - The Kyos Simplicity Terms and Conditions and the Kyos General Terms and Conditions are also available on the Kyos website: <https://www.kyos.ch/docs>.

**1.5** - Terms not expressly defined in these Kyos Simplicity Terms and Conditions shall have the meaning given to them in the Kyos Terms and Conditions.

### Article 2: Definitions

**Allocation Sheet** - An optional document that is an integral part of the Contract that lists all of the Packages included in the Kyos Simplicity Contract and the allocation of the price of each Package over the various billing periods.

**Contract Balance** - The total amount of invoices to be paid in the remaining billing periods until the Contract Expiration Date.

**Contract Expiry Date** - This is the expiry date of the Contract as stated in the Quote or, if not stated in the Quote, the end date of the last billing period.

**Contract Start Date** - This is the Contract start date as stated in the Quote, or, if not stated in the Quote, the date of acceptance of the Quote.

**Package(s)** - A product or service included in the Contract for which the price is prorated over all remaining billing periods prior to Contract Expiration.

### Article 3: Applicability of the Contract

The Contract applies to all Packages specified in the Quote and/or any amendments thereto accepted by the Customer and Kyos, all other Services or Products provided by Kyos being excluded from the Contract.

### Article 4: Duration and renewal

**4.1** - The Contract shall come into force on the Initial Contract Date and shall be valid until the Contract Expiry Date.

**4.2** - If the Contract is not terminated in accordance with Article 9 below, it shall be automatically renewed on its expiry date for a further year. The Contract Expiration Date is then extended by one year.

### Article 5: Addition of Package

**5.1** - The Customer may, with Kyos' consent, add Packages to the Contract at any time. A Quote to Amend the Contract will be sent to the Customer indicating the detailed price of each new Package.

**5.2** - Once the Quote has been accepted, the price of the Package thus added to the Contract shall be proportionally distributed over all the billing periods remaining before the Contract expires.

**5.3** - If the Customer has subscribed to the "Allocation Sheet" option, then the Allocation Sheet document is updated by Kyos with the added Packages and sent to the Customer.

### Article 6: Manufacturer Maintenance Licenses

**6.1** - Unless otherwise specified and if applicable, all Products included in the Contract shall be covered by a manufacturer's license and maintenance as defined in Kyos' general terms and conditions.

**6.2** - Manufacturer's licenses and maintenance for Products included in the Contract must be purchased from Kyos.

### Article 7: Financial conditions

**7.1** - Kyos' Services included in the Contract will either be offered as a Package or deducted from a Privilege Contract that is part of the Contract and has a positive balance.

**7.2** - The total amount due by the Customer for the Packages included in the Contract, based on the prices and terms and conditions set forth in the Quote and any amendments thereto, will be prorated over the remaining billing periods prior to the Contract Expiration Date. In other words, Kyos will invoice the Customer a monthly payment equal to the total amount due for the Packages divided by the number of months remaining until the Contract Expiration Date.

**7.3** - Monthly payments are billed the first time on the Initial Date of the Contract and thereafter at the beginning of each month.

**7.4** - If a Package is added during the term of the Contract, each monthly payment is immediately adjusted and increased by the total amount due for the new Package divided by the number of months remaining until the Contract Expiration Date.

**7.5** - Initialization fees are billed on a one-time basis when the Contract is concluded or when a site or Package is added.

**7.6** - The fees related to the "Allocation Sheet" option are billed at the beginning of each new Contract Billing Period (month or calendar year).

**7.7** - The prices of the Packages included in the Contract are automatically adjusted at the time of renewal of the Contract according to the evolution of said prices or the number of Packages.

**7.8** - The Packages excluded from the Contract or consumed once the Privilege Contract has been paid for, are invoiced separately according to the "Service rates" sheet in force on the date of their execution. The "Service Rates" sheet can be consulted at: <https://www.kyos.ch/docs>.

**7.9** - Any increase in the price of manufacturer's licenses and maintenance that has not been anticipated shall be charged to the Contract.

**7.10** - Packages that are not explicitly included in the Contract are excluded from the Contract and are invoiced separately.

**7.11** - In the event of termination of the Contract prior to the Expiration Date, whether as a result of termination of the Contract by either party or notice of default by Kyos to the Customer, the Balance of the Contract shall become immediately due and payable by Kyos and the Customer shall be obligated to pay such amount in full.

## **Article 8: Default and interruption of the supply of Packages**

**8.1** - In the event of non-compliance with the payment deadline, the Customer is automatically in default.

**8.2** - In the event of default, Kyos may immediately discontinue the supply of the Packages and require full payment of outstanding invoices before resuming the supply of such Packages.

**8.3** - Interest on arrears of 5% per annum is applied, calculated from a period of thirty working days following the sending of a first reminder.

## **Article 9: Termination**

**9.1** - Either the Customer or Kyos may terminate the Contract by giving three months' notice to the end of a calendar year or to the End Date of the Contract. Termination shall be in writing.

**9.2** - In the event of a formal notice of default as provided for in article 8 above, Kyos may also terminate the Contract immediately without notice.

## **Article 10: Application of the general conditions**

Subject to any special provisions in these Kyos Simplicity Terms and Conditions, the Kyos Terms and Conditions will also apply to the Contract to the extent of any inconsistency between these Kyos Simplicity Terms and Conditions and the Kyos Terms and Conditions, the Kyos Simplicity Terms and Conditions will prevail.