

End User Licence Agreement *Sunetplus*

IMPORTANT - PLEASE READ CAREFULLY

Sunetplus was developed by BBT Software AG (in short: "BBT"), D4 Platz 4, 6039 Root Längenbold, on behalf of the Swiss National Accident Insurance Fund (Suva), Fluhmattstrasse 1, 6002 Lucerne, in collaboration with other insurers as an industry solution. It is a software solution for electronic claims reporting and absence management, which your insurance company makes available to you as an insurance customer for use free of charge in accordance with the following provisions.

By installing and using *Sunetplus*, you, either as a natural person or as a legal entity, enter into a legally binding licence agreement with your insurance company and adhere to the terms and conditions of this End User Licence Agreement (in short: "Licence Agreement").

If you do not agree to be bound by the terms and conditions of this Licence Agreement, you are not entitled to install and use *Sunetplus*.

Sunetplus is protected by copyright. All intellectual property rights in *Sunetplus* – and in particular the copyright in the program code and documentations – are the exclusive property of Suva. *Sunetplus* or parts thereof may not be reproduced, distributed or further processed without prior written permission. The right to make a backup copy is reserved.

1. Licence

- 1.1. Your insurance company grants you the right to use *Sunetplus* free of charge in accordance with the provisions of this Licence Agreement and to make a backup copy of *Sunetplus* for backup or archival purposes (in short: "Licence"). Use means the installation and use of *Sunetplus* on an unlimited number of computers at the same time.
- 1.2. The Licence shall automatically lapse if the licence agreement between your insurance company and BBT no longer exists or the insurance agreement between you and your insurance company is terminated. Likewise, the Licence shall also automatically lapse if the insurance obligation ceases to apply. In addition, your insurance company may revoke the Licence at any time, whereby in the event of revocation you will be granted a period of 30 days to cease its use.
- 1.3. Once the Licence lapses, you are no longer entitled to use *Sunetplus* and must cease its use. At the request of your insurance company, you are furthermore obliged to delete or destroy all installations and copies and to confirm the cessation of use, respectively the deletion or destruction in writing.

2. Special Restrictions

- 2.1. You may only use *Sunetplus* for your own purposes (operational absence management and claims reporting) and in accordance with the provisions of this Licence Agreement. In particular, you may not for business purposes pass on , rent or lease *Sunetplus* to third parties or otherwise exploit it in any other form, whether commercially or non-commercially.
- 2.2. You may only parameterise the software within the specified scope (manual, online help) and in particular you may not modify it, subject it to reverse engineering, decompile or disassemble it, etc. You may not use the software in any other way, whether commercially or non-commercially. Should you require interface information or an interface for the purposes of interoperability, please contact BBT.
- 2.3. The right of use is limited to the latest version of *Sunetplus*. Your insurance company will supply you with the respective new versions or provide you with information on how to obtain the latest version. You undertake to install the latest version as soon as possible after receiving it or after being informed by your insurance company. The use of an older version is – as of the release of a new version – at your own risk and any liability in this respect is excluded to the extent permitted by law. After 360 days at the latest since the release of a new version, the function of older versions of *Sunetplus* may be discontinued at any time without any further notice.
- 2.4. *Sunetplus* is made available to you for use free of charge, which is why any warranty obligation – if any exists at all – is excluded (see Section 5).

3. Support

- 3.1. Free 1st and 2nd level support is provided for technical support and assistance in case of user questions. This support is provided on behalf of your insurance company by BBT, which operates a *Sunetplus* helpdesk for this purpose.
- 3.2. The *Sunetplus* Helpdesk accepts support requests from Monday to Friday from 8:00 to 12:00 and from 13:00 to 17:00, with the exception of federal and cantonal public holidays (Canton of Lucerne), under the telephone number **041 455 30 30**. In order to ensure a smooth support, please have the following information ready when contacting the *Sunetplus* Helpdesk by telephone:
 - Company name, name and telephone number of the contact person
 - Active, i.e. recorded policies (which insurer)
 - Customer and policy numbers
 - Installed operating system
 - Installed *Sunetplus* version

The aforementioned information is listed in *Sunetplus* under the menu item "?" under "Support".

- 3.3. Should it turn out that the support request is due to improper use or unauthorised intervention by third parties, BBT reserves the right to charge you for the expenses incurred.
- 3.4. If you wish to make use of services going beyond the technical support and assistance for user questions (e.g. installation, implementation of interfaces, etc.), please do also contact BBT. However, these additional services are subject to a charge and will be provided by BBT at cost based on actual expenses incurred or by concluding a separate agreement. You will receive a corresponding quotation in advance.
- 3.5. Free support is limited to the latest version of *Sunetplus* at the time of the support request. Support services for older versions of *Sunetplus* are subject to a charge. BBT provides these services at cost based on actual expenses incurred or by concluding a separate agreement.
- 3.6. If you intend to obtain services which are not covered by the scope of services under Section 3 but which are subject to a charge, BBT will draw your attention to such fact in advance.

4. Data protection

- 4.1. With *Sunetplus*, data may be processed which are subject to the Federal Act on Data Protection (FADP/DSG) and the Insurance Contract Act (VVG) and which may be covered and protected by the statutory duty of confidentiality under the Accident Insurance Act (UVG), respectively the Health Insurance Act (KVG). In this context, there are increased requirements for data protection and data security, which serve to protect the personality of the person concerned. Thus, as regards your area of responsibility you are obliged to ensure that the legal requirements for data protection and data security are fully met.
- 4.2. You are therefore solely responsible and liable for the content of the data, in particular the personal data, which you process with the help of *Sunetplus* or, if applicable, have processed by third parties. In particular, you are responsible for ensuring that the aforementioned data are collected and processed in accordance with the law and that all data protection requirements as well as any other requirements resulting from other legal provisions are complied with.
- 4.3. Your insurance company warrants that it has appropriately taken all the necessary organisational and technical measures for its area.

5. Liability and warranty

- 5.1. Any warranty and liability on the part of your insurance company is, to the extent permitted by law, explicitly excluded. Your claims against your insurance company are limited to the right to the free use of the Sunet*plus* helpdesk (Section 3).
- 5.2. There is no liability or warranty – under any title whatsoever – on the part of either Suva or BBT.

6. Final provisions

- 6.1. If individual provisions of this Licence Agreement are not legally effective in whole or in part or lose their legal effectiveness at a later date or if there are contractual gaps in the Licence Agreement, this shall not affect the validity of the remaining provisions and of the Licence Agreement as such. In such a case, the non-legally effective or missing provisions shall be replaced or supplemented by provisions that come as close as possible to the original economic and legal purpose of this Licence Agreement.
- 6.2. You undertake to transfer all rights and obligations arising from this Licence Agreement to any legal successors.
- 6.3. Should you or your insurance company for whatever reason fail to assert your rights under this Licence Agreement, this shall not constitute a waiver of such right.
- 6.4. This Licence Agreement is governed exclusively by Swiss law. Any disputes arising from this Licence Agreement shall be subject to the exclusive jurisdiction of the court at the headquarters of your insurance company.

You hereby confirm that you have read and understood these terms and conditions in their entirety and that you agree to be bound by them. Click on YES.

If you do not agree with these terms and conditions, or if you feel that you have not understood them, you are kindly requested to exit the program now by clicking CANCEL.