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Article 1 – Scope of application

1.1 Terms beginning with a capital letter have the meaning defined in this Contract, or, failing that, by the definition given in the Infomaniak Lexicon available on the Infomaniak Site.

1.2 The Special Conditions apply without restriction or reserve to the Public Cloud Service (hereafter "Public Cloud") offered by Infomaniak. They complete but will prevail over the Terms and Conditions of Use (hereafter referred to as "TCU") if a contradiction should appear between these documents.

1.3 In accordance with Infomaniak's TCU and according to the terms and conditions set out therein, the present Special Conditions may be modified to take into account any legal, jurisprudential or technical evolution.

Article 2 - Description and scope of the Service

2.1 As part of the provision of the Public Cloud, Infomaniak makes available to the Customer a wide range of Resources on a shared cloud infrastructure for different use cases, the configurations, and characteristics of which are described and accessible online on the Infomaniak Site. These resources correspond to different combinations in terms of CPU, memory, storage, and networking capacities. Access to the resources cannot be guaranteed and is subject to their availability at the time of the order.

2.2 The Customer is the sole administrator of its resources and can manage and/or subscribe to additional resources (Instances, load balancers, volumes, etc.) at any time and manage the invoicing for resource consumption from the Administration Console.

2.3 Use of the Service begins with a trial period in the form of a free tier. This is a one-off amount offered until the amount expires and for a maximum period of three months. It works as a discount on invoices issued. It is awarded only once per Organization when the first Public Cloud is ordered. It cannot be modified for a specific Organization and the Customer cannot claim an extension of the amount. Subsequent orders will not give the right to a new free tier.

Article 3 - Invoicing

3.1 The rates applicable to the Public Cloud are available on the Infomaniak Site and during the ordering process.

3.2 The Customer is required to use a credit card when ordering the Public Cloud.

3.3 This product operates on a consumption-based billing system. Each consumption period starts on the first day of each month and ends on the last day of each month. The price of the Resources is thus determined by the time of use of the Resources and the rates applied to the Resources and

associated elements as chosen by the Customer.

3.4 The Customer using the Public Cloud agrees to be invoiced by Infomaniak the following month, usually on the first day of each month following the period consumed.

3.5 If the automatic debit fails, a notification is sent to the Customer, as well as to all users with access to the Organization's billing. New debit attempts and invoice reminders are sent after four (4), seven (7) and fifty-four (54) days. It is the Customer's responsibility to take the necessary steps to update their payment profile and the Customer has the option to pay the invoice manually from the "To Pay" section of the Administration Console. In case of non-payment, the product will be blocked seven (7) days after the invoice is issued and will be automatically terminated after seventy-four (74) days.

3.6 In case of blocking, the billing related to Storage Resources - Object Storage, Block Storage, Snapshots and Backups (this list may change depending on the services offered) - continues.

3.7 In the event of a release following payment of the invoice, the reactivation of the Resources will be subject to their availability at that time.

Article 4 - Infomaniak's obligations and responsibilities

4.1 Infomaniak undertakes to carry out all the tasks incumbent on it in accordance with these special conditions, with all due care and with the required degree of competence.

4.2 The Customer is informed that Infomaniak's intervention within the framework of the subscription of a contract relating to the Public Cloud is limited to the provision of the material and network resources necessary for the Public Cloud (Infomaniak only provides the rental of Resources, without any control or guarantee, either on the use made of the Resources or on the content stored on the service).

4.3 Infomaniak reserves the right to interrupt or limit its services to the Customer in order to carry out technical intervention to improve its operation.

4.4 In the event that Infomaniak observes or becomes aware of a use that affects its infrastructure and other customers, Infomaniak reserves the right to immediately suspend or cancel the service and/or terminate the Contract immediately and by right, without prejudice to the right to any damages that Infomaniak may claim.

4.5 In the event that the bandwidth is used more than 100TB/month, Infomaniak will be entitled to suspend the Service and will contact the Customer in order to request a justification. In addition, Infomaniak reserves the right to set up a specific contract for this type of bandwidth use.

4.6 Infomaniak does not give any guarantee related to the consequences of the use of the Service by the Customer.

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Article 5 - Customer's obligations and responsibilities

5.1 The Customer is solely responsible for the content of the data installed on the Public Cloud Service and assumes all risks associated therewith, including those related to intellectual property or any other legal claims. Also, it is solely responsible for the activity that occurs on its Account, its end users and any activity of its end users, employees, third parties (including its subcontractors or agents) using the Customer's data, resources and applications installed on the Public Cloud Service.

5.2 With respect to any standard software and any other software developed or provided by third parties, the Customer agrees to accept and abide by the terms and conditions applied by third parties to the rights of use, license and service associated with such software.

5.3 The installation of applications/scripts that could compromise the normal function or security of the network is not allowed. In particular, the execution of the following processes is not allowed:

   a. file sharing services (Peer-to-Peer software);
   b. bruteforce Programs/Scripts/Applications;
   c. mail Bombs/Spam Scripts;
   d. bots, Bouncer, IRC Services;
   e. port scanning (sniffing, spoofing...);
   f. any activity related to crypto-currencies;
   g. contentious behaviour such as peering (Hitleap, Jingling);
   h. black Hat SEO (downloading and re-uploading videos on online video platforms, among others);
   i. the provision of unboxing services aimed at enabling large-scale downloading on file hosting platforms;
   j. Configuring a public VPN.

This list is not exhaustive and in case of doubt, it is the responsibility of the Customer, before installing an application/script, to check whether the activation is authorized by Infomaniak.

5.4 The Customer understands and agrees that Infomaniak will not be liable to the Customer for any loss, including indirect, incidental, special, or consequential damages, incurred by either party as a result of the loss, theft, unauthorized disclosure, unauthorized manipulation, alteration, deprivation of use or any other compromise of the identifiers or passwords used by the Customer.

5.5 The Customer accepts that the use of the Service involves transmission over the Internet and other networks that are not exclusively under the control of Infomaniak. The Customer is responsible for the protection and the level of encryption of his data and accepts the risks associated with electronic communications and the possibility that unauthorized third parties may have access to it, and he accepts that Infomaniak is not responsible for any loss, theft, or damage.

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5.6 The Customer is further informed that he/she will not have physical access to the servers at any time.

Article 6 - Partnership with Microsoft

6.1 As a Microsoft Partner, Infomaniak offers the customer various Microsoft Windows Servers that they can install on their instances with licences included. The licences are invoiced automatically and belong exclusively to Infomaniak. Each licence is activated when the Customer uses one of the versions offered on his instance and stops when the instance is destroyed.

6.2 As a Microsoft Partner, Infomaniak does not authorise the use of a customer's personal licence (or Bring Your Own Licences). In the case of the Customer using their own licence or an evaluation version, Infomaniak automatically provides and invoices the corresponding licence supplied by Infomaniak. The Customer can then activate their OS via the activation procedure.

6.3 In the event that the Customer uses Microsoft software, within Windows Server, requiring a Mobility Licence, such as Microsoft SQL Server, Microsoft Sharepoint Server or Microsoft Exchange Server, the Customer must send the Software Assurance document to Infomaniak. In the event of non-transmission of the document when the instance is created, but also when the Software Assurance is renewed, Infomaniak will be entitled to interrupt the instance without notice.

Article 7 - Backup and location of data

7.1 All data transmitted by the Customer to Infomaniak is stored and hosted exclusively in data centres located in Switzerland which are the property of Infomaniak.

7.2 Infomaniak does not make any back-up of the Customer data and provides all the necessary documentation to enable optimal use of the Service, particularly regarding data back-up.

7.3 The Customer is responsible for the proper configuration and use of the Server. He is responsible for implementing his own measures to maintain appropriate security, protection, backup, and availability of his data, which may include the use of encryption technology to protect his data from unauthorized access and the archiving of these contents or the use of an Infomaniak backup functionality, such as, for example, Swiss Backup or kDrive.

7.4 The Customer acknowledges that any termination, whether as a result of non-payment or voluntary or involuntary action on the part of the Customer, will result in the immediate, definitive and irrecoverable deletion of all data contained on the Server. The Customer shall take care to proceed to the prior repatriation of all his data in the event of early and voluntary termination.

Article 8 - Privacy Policy

8.1 Full details of the Privacy Policy can be found on the website https://www.infomaniak.com/fr/cgv/politique-de-confidentialite.

Article 9 - Service Level Agreements (SLAs)

9.1 Service Level Agreements

9.1.1 Availability rate The availability rate is calculated based on the total number of minutes in the selected month minus the total minutes of unavailability in the selected month, divided by the total number of minutes in the selected month. More specifically, Infomaniak undertakes to provide the following levels of service: Resources Service Level Agreements (SLAs) Instances, Load balancers Monthly availability rate: 99.99 Block storage, Object storage, Volumes backups, Instance snapshots, Volumes snapshots Monthly availability rate: 99.90 8.

1.2 Penalties Except in the case of force majeure, the Customer can claim the application of penalties in the case of disruption of resources due to a failure by Infomaniak or one of its subcontractors. The penalty rates are set out in the table below and the corresponding amount, calculated on the invoice for the period during which the unavailability occurred, will be added to the Free Tier in the form of usage credits. Block storage, Object storage, Volumes backups, Instance snapshots, Volumes snapshots Unavailability > 95% and < 99.90%. < 95% Penalty 10% 100% Instances, Load Balancers Unavailability > 95% and < 99.99%. < 95% Penalty 10% 100% The Customer can only claim the application of penalties if the notification of the unavailability of resources is made at the latest two months after the occurrence of the latter, and on condition that he sends Infomaniak a request including: • The date(s) and time(s) of the start and end of the unavailability; • Identifiers for unavailable OpenStack resources; Infomaniak will analyse the cause of the unavailability and will reserve the right to request additional information in order to carry out its analysis. If this analysis shows that the unavailability is due to Infomaniak (except in cases of force majeure, see below), then it will apply the penalties set out in the table above in accordance with the rate of unavailability identified.

9.1.3 Exclusion factors The application of penalties in the event of unavailability of the Service is not envisaged when the latter occurs as a result of: • factors over which Infomaniak has no control; • inappropriate use of the Service by the Customer; • planned maintenance; • a blocking applied by Infomaniak and resulting from a decision in accordance with our TCU;

9.2 Resolution of system errors and failures

9.2.1 Error reports Failures are analysed in detail in order to understand their origin and to enable the implementation of measures to prevent their recurrence. The Customer will be warned of any failure detected by Infomaniak.

9.2.2 Complaints handling (escalation process) Complaints must be submitted electronically to Infomaniak via the contact form (https://support.infomaniak.com) or directly from the assistant

available in the Administration Console.

9.2.3 System failures and errors Principle Infomaniak does everything possible to guarantee availability as indicated above. In the event of a breakdown of one of the elements, Infomaniak undertakes to restore the faulty service as soon as possible. Infrastructure failures that involve interruption of the availability of the customer's applications are communicated as soon as possible to the Contact Persons (see below) and may result in penalties being incurred. However, Infomaniak cannot be held responsible for failures linked to the technologies installed by the Customer, insofar as these are not linked to negligence on the part of Infomaniak. In the event that the Customer suspects or notices a malfunction and/or unavailability on the Infomaniak installations, it is up to the Customer to contact the Infomaniak support services via https://support.Infomaniak.com or directly from the wizard available in the Administration Console by notifying the problem as urgent. The Customer must detail and transmit all useful information to Infomaniak so that the latter can intervene as efficiently and quickly as possible on the problem. Infomaniak will do everything possible to respond to the Customer as quickly as possible. 8.

9.4 Measurement indicators and monitoring Infomaniak constantly monitors the availability of its services, enabling it to monitor its entire system and network infrastructure. Basically, Infomaniak implements and proactively maintains adequate measures in order to: • Monitor the system availability of the Service; • Detect potential infrastructure-related disturbances.

9.2.5 Maintenance Principle Infomaniak undertakes to maintain its installations (hardware and software) in order to guarantee a reliable service. This service includes: • the correction of problems that lead to an interruption of services under the responsibility of Infomaniak, in particular hardware (servers, switches, routers, etc.); • Replacement or upgrade of equipment if necessary; The Customer will be informed at the latest 48 working hours before any maintenance that may affect the proper functioning of its applications. Maintenance has a suspensive effect on penalties. No compensation can be claimed during planned or urgent maintenance procedures.

9.3 Communication

9.3.1 Customer contact persons The contact persons are the people who are authorized to communicate officially with Infomaniak. These people must be included in the user accounts of the Infomaniak Administration Console and have management rights for the Service concerned by this document. The contact persons assess the priorities on open tickets. Infomaniak may require an authentication process for security reasons.

9.3.2 Contact person at Infomaniak The Customer can contact support during Business Hours.

9.3.3 Communications from the Customer Tickets must be created from the Infomaniak support page (support.infomaniak.com) or the dedicated wizard in the Administration Console. The creation of a ticket must leave a "trace" and must be kept for the duration of the contract. The telephone can be used for quick requests that do not require investigation. If necessary, Infomaniak can ask for, or will proceed with, the creation of a ticket.

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9.3.4 Communications from Infomaniak Outgoing communications from Infomaniak will be sent from the address support@infomaniak.com to the contact persons. Infomaniak can also make requests that require rapid responses by telephone.

9.4 Safety

9.4.1 Safety measures Strict control of access to Infomaniak's physical sites and equipment; • N+1 redundancy of network, power and cooling at all production sites; • For each type of server and on each site, one or more servers are always available quickly in case of need (failures, etc.). Infomaniak cannot be held responsible in the event of unavailability due to force majeure (see below) as well as in the event of a shortage of raw materials or stock shortages at suppliers; • Insurance to cover the services and any risks inherent in Infomaniak's activity as well as its legal obligations;

9.5 Force majeure

Force majeure is defined as an unforeseeable and/or unavoidable event beyond the control of Infomaniak. Infomaniak will not be held responsible if the execution of the Contract, or of any obligations incumbent on Infomaniak under this Contract, is prevented, limited or disturbed due to, but not limited to, a fire, an explosion, a failure of the transmission networks, a breakdown of public services or telecommunications, a collapse of the installations epidemic, pandemic, natural disaster, earthquake, flood, power failure, war, embargo, law, injunction, request or demand of any government, strike, boycott, withdrawal of authorization of the telecommunication operator, or any other circumstance beyond the reasonable control of Infomaniak. In the event of Force Majeure, the party that cannot perform its obligations under the contract shall inform the other party by registered letter as soon as it becomes aware of the event. This does not commit the other party to accepting or contesting the allegations of force majeure. In cases of force majeure, the Customer may immediately terminate the contract at any time.

Review of 22/06/2023