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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.com website.

1.2 The Special Conditions apply without restriction or reservation to the Synology NAS Service (hereinafter "Synology") offered by Infomaniak. They complete but will prevail over the General Terms of Use (hereinafter referred to as "GTU") 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, these 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 Infomaniak provides the customer with a Synology hosted in its datacentres with a private and secure network, backed up by a generator (n+1) and UPS (n+1), with 2 non-crossing, physically separate fibre inlets, guaranteeing redundancy for internal connectivity and operating with redundant cooling systems (n+1).

2.2 Traffic is unlimited in and out.

2.3 The guaranteed bandwidth on the Infomaniak network is 1 Gbit/s.

2.4 For each Synology, the customer is the sole administrator of his resources and has the possibility of subscribing additional resources (number of hard disks and their capacity, among the choices offered by Infomaniak).

Article 3 - Invoicing

3.1 The amount to be paid for the Service is set out on the Site and during the ordering process.

3.2 Details of the billing process are set out in the T&Cs in the Payment Terms section.

3.3 Infomaniak reserves the right to ask the Customer to pay a deposit to cover consumption if Infomaniak considers it necessary in view of the use of the service.

3.4 Infomaniak endeavours to warn the Customer in good time before the end of the service. However, it is the responsibility of the Customer to respect the deadlines. In the absence of full payment of the price of the renewal fixed in the tariff, Infomaniak cannot carry out the renewal requested by the Customer. In this case, Infomaniak will proceed with the suspension of the Service one (1) day after the contract expires and will delete it after an additional seventy-three

(73) days, i.e., seventy-four (74) days after the expiration. The deletion of the Service will imply a definitive and non-recoverable deletion of the data previously saved.

Article 4 - Infomaniak's obligations and responsibilities

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

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

4.3 The Customer is informed that Infomaniak's intervention in the context of the subscription of a contract relating to Synology is limited to the provision of the material and network resources necessary for the correct functioning of the Service.

4.4 Infomaniak undertakes to: • Have no software access on the Customer's Synology; • Carry out a visual check once a week (check the indicator light on the hard disks indicating a hardware problem). In the event of a malfunction, Infomaniak will contact the Customer by email in order to obtain his approval to change the disk within twenty-four (24) hours. If there is no response from the Customer, Infomaniak will endeavour to contact the Customer by any other means available in the Customer's Contact Details. In any case, Infomaniak cannot be held responsible for the Customer's data. • Maintain the Infrastructure in working order; • To replace, in the event of failure, the defective equipment as soon as possible, except in the case of failure which is not its fault, or any other intervention which would require an interruption of the service exceeding the usual replacement times; • To intervene as soon as possible in the event of an incident not resulting from misuse of the Service by the Customer;

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

4.6 In the event that Infomaniak notices or becomes aware of a use that affects its infrastructure and other Customers, Infomaniak reserves the right to immediately suspend or remove the Service and/or to immediately and automatically terminate the Contract, without prejudice to the right to any damages that Infomaniak may claim.

Article 5 - Customer's obligations and responsibilities

5.1 The Customer undertakes to: • To use the Service, and in particular the network resources allocated to it, in an intelligent manner; • Have the power, authority and capacity to enter into and perform the obligations under these Terms.

5.2 The Customer is solely responsible for the completeness of the files transmitted on the Service and assumes all risks associated therewith, whatever their nature.

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5.3 In respect of 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 of use applied by third parties to the rights of use, licence and service associated with such software.

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 is furthermore informed that it will not be able to physically access the servers at any time.

Article 6 - Backup and location of data

6.1 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.

6.2 Customer is responsible for properly configuring and using its Synology. Customer is responsible for implementing its own measures to maintain appropriate security, protection, backup and availability of its data, which may include the use of encryption technology to protect its data from unauthorized access and archiving of such content.

6.3 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 7 - Privacy Policy

7.1 Full details of the Privacy Policy can be found on the website https://www.infomaniak.com/en/legal/confidentiality-policy.

Article 8 - Service Level Agreements (SLAs)

8.1 Service level commitments

8.1.1 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 ensure the following rate of availability for the product: 99.99%.

8.1.2 Unavailability rate The maximum unavailability shall not exceed 52 cumulative minutes per year. Exceeding the unavailability and/or four or more breakdowns of this type per year will lead to

the application of penalties. The customer will be warned of any failure detected by Infomaniak.

8.1.3 Penalties Except in the case of force majeure (see below), the customer can claim the application of penalties in the case of disruptions to the resources due to a failure by Infomaniak or one of its subcontractors. In all cases, the amount of the penalty may not exceed 50% of the amount of the current contract. 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 the condition that he sends Infomaniak a request including: • The date(s) and time(s) of the start and end of the unavailability; 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 end of document), then it will apply the penalties provided for in the table above in accordance with the rate of unavailability identified.

8.1.4 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;

8.2 Resolving system errors and failures

8.2.1 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.

8.2.2 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.

8.2.3 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.

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8.2.4 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.

8.2.5 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.

8.3 Communication

8.3.1 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.

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

8.3.3 Communications from the customer Tickets must be created from the Infomaniak support page (support.infomaniak.com) or from 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.

8.3.4 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.

8.4 Safety

8.4.1 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;

8.4.2 Traceability and logs Only the logs of actions taken from the Administration Console on the Synology Nas are kept.

8.5 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 disasters, earthquake, flood, power failure, war, embargo, law, injunction, request or requirement 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 25/04/2023