1. Preamble

This agreement completes the Jelastic Cloud Special Terms and Conditions. This deals exclusively with the Jelastic Cloud service and represents the sole and exclusive remedy in case of service failure.

Terms

- A "business day" is a day from Monday to Friday, with the exception of public holidays.
- "Business hours" are defined as: from 09:00 to 17:50 during a business day.
- "Infrastructure" is the hardware architecture of the service managed by Infomaniak.
- "Service" means the entire Jelastic Cloud product managed by Infomaniak.
- "Application" means the part which is managed by the Customer.

Services

Service support

Infomaniak and the Customer define the organization of their collaboration together in order to satisfy the Customer's needs. This relationship involves:

- a regular service
- an on-call service

Regular service

To maintain complete service, Infomaniak guarantees the full availability of the appropriate staff during business hours.

Infomaniak must respond within 12 hours during business days to any support request made by the Customer.

On-call service

Infomaniak offers the Customer an on-call service 365 days a year, 24 hours a day, to ensure availability of technical resources in case of an unusual event related to the operation of the service provided by Infomaniak.

Communication

Contact persons at the Customer site
The contact persons shall designate the persons empowered to communicate in an official way with Infomaniak. These persons must be included in the user accounts of the Infomaniak admin console and have management rights on the product concerned by this SLA.

The contact persons evaluate the priorities on the open tickets.

Infomaniak can require an authentication process as a security measure.

**Contact persons at Infomaniak**

The Customer can contact support during the business hours which are specified on the [www.infomaniak.com website](http://www.infomaniak.com)

**Communications from the Customer**

Tickets must be created on the Infomaniak support page (contact.infomaniak.com). Ticket creation should leave a "trail" and must be preserved throughout the duration of the agreement.

The telephone can be used for quick requests which do not require investigation. Where appropriate, Infomaniak can request the creation of a ticket.

**Communications from Infomaniak**

Communications from Infomaniak will be sent from the address support@infomaniak.com to the contact persons.

Infomaniak can also make requests which require quick responses by telephone.

**2. Resolution of errors and system failures**

**Error reports**

Failures are the object of a detailed analysis in order to understand the origin and to allow the implementation of measures to prevent their recurrence.

**Complaint processing (escalation process)**

Complaints must be submitted to Infomaniak in writing. With the Customer's consent, Infomaniak can
re-evaluate request priority.

3. System failures and errors

Principle

Infomaniak makes every effort to guarantee a 99.9% availability for the Jelastic Cloud service. In the event of a failure of one of the elements (for example a redundant server), Infomaniak is committed to re-establishing the failed service as quickly as possible.

Infrastructure failures that involve interruption of the availability of customer applications are communicated immediately to contact persons and may result in penalties.

Infomaniak can not however be held liable for failures that would be related to technologies installed by the Customer, to the extent that these are not related to negligence on the part of Infomaniak.

Measurement indicators and monitoring

Infomaniak measures the availability of its services using an internal procedure making it possible to monitor all of its system and network infrastructures. Basically, Infomaniak implements and ensures the proactive maintenance of adequate measures for the purpose of:

- Monitoring the system availability of the service
- Detecting potential disturbances linked to the infrastructure

Error classification and intervention times

The table below summarizes the maximum authorized times per failure based on their error classification.

An occurrence remains open until Infomaniak reports that a failure is resolved.

<table>
<thead>
<tr>
<th>Error classification</th>
<th>Effect(s)</th>
<th>Maximum time of service interruption</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Service unavailability</td>
<td>5 minutes</td>
</tr>
<tr>
<td>A2</td>
<td>Service unavailability in addition to A</td>
<td>5 minutes</td>
</tr>
<tr>
<td>B</td>
<td>Internet network slowdown</td>
<td>60 minutes</td>
</tr>
<tr>
<td>C</td>
<td>Problem with system security</td>
<td>60 minutes</td>
</tr>
</tbody>
</table>

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https://contact.infomaniak.com
D, Problem related to a service update, 120 minutes
E, Failure on one of the Customer’s virtual servers, 120 minutes

Penalties

Except in the case of force majeure, the Customer reserves the right to apply penalties up to the amounts paid on the Jelastic Cloud product in the event of operation disturbance due to a breach by Infomaniak or its subcontractors.

The total amount of penalties may not exceed the total value of the amount paid by the Customer for the Jelastic Cloud product service over the last 12 months.

Error classification, Occurrence(s) per year, Percentage of the annual amount of the agreement
A, 1, 10%
A2, Does not apply, 5%
A, 2, 20%
A, 3, 50%
A, 4, 100% with possible breach of contract
B to E, 2, 5%
B to E, 4, 10%
B to E, 6, 20%
B to E, 4, 30%

4. Maintenance

Principle

Infomaniak is committed to maintaining its installations (hardware and software) to guarantee a reliable service. This service includes:

- the correction of problems that lead to an interruption of services under Infomaniak’s responsibility, including hardware (servers, switches, routers, etc.) and software that allows the operation of the service.
- replacement or hardware/software upgrade if needed

The Customer will be informed at least 24 business hours prior to each maintenance that could affect the proper functioning of its applications.
In the event of critical emergency, Infomaniak reserves the right to modify the software on production machines and/or on the test environment without notifying the customer in advance.

Service follow-up

Infomaniak undertakes all necessary measures to guarantee the proper implementation of new applications, updates or new versions of software used. When needed, these security and optimization measures are taken in coordination with the Customer.

Penalties

Maintenance has the effect of postponing penalties and error classifications. No compensation can be requested during maintenance procedures.

5. Security

Principle

Infomaniak undertakes to comply at all times with the provisions set out in the entire article "5. Security".

Infomaniak or its subcontractors install the security updates of programmes related to the service provided and do everything to install in the shortest possible time.

Security measures
- Daily preventive backup to a second Datacenter managed by Infomaniak
- Strict control of access to Infomaniak's physical sites and equipment
- N+1 redundancy of the network, the electric current and cooling at all the production sites
- For each type of server and at each site, one or more servers are always readily available in the event of need (failures, etc.).
- Insurance to cover the services and any risk inherent to Infomaniak's business as well as its legal obligations.

Traceability and logs

- System for tracking application changes
- Tracking system access by Infomaniak employees
- Preserving server logs for at least a week
6. Force majeure

In the event of a case of force majeure generally recognized by jurisprudence, the party which cannot perform its obligations in accordance with the agreement is obliged to inform the other party by registered letter, as soon as it becomes aware of it.

This does not commit the other party with regards to accepting or contesting the allegations concerning the force majeure.

In the case of force majeure, the Customer can immediately terminate the agreements at any time.

7. Jurisdiction and applicable law

The Customer undertakes to comply with applicable Swiss and international law throughout the lifetime of the agreement. In addition, Infomaniak will make every effort to comply with the rulings of the authorities of the OECD member countries. Any dispute related to the present agreement, its conclusion, performance or termination is governed by Swiss law, and shall be submitted exclusively to the courts of Geneva, subject to appeal to the Federal Court of Lausanne.

Amendment dated 27/08/2018