1. Scope

1.1 These Specific Terms and Conditions, supplementing the Infomaniak General Terms and Conditions of Use (hereinafter "GCU"), seek to define the conditions under which Infomaniak undertakes to provide the Client with a physical location for the Client's IT equipment in the Infomaniak DIII datacentre.

1.2 The Housing Service can only be used in compliance with the Infomaniak GCU.

1.3 These Specific Terms and Conditions shall prevail over the GCU if a contradiction arises between these documents.

2. Description and Scope of the Housing Service

2.1 Infomaniak provides the Client with a server housing service that allocates space to the Client in one or several racks that are physically accessible and connected to the internet (hereinafter "Production Environment") for which Infomaniak shall:

- Ensure the electrical continuity and redundancy of the infrastructures necessary for the operation of the Client's IT equipment.

- Ensure the continuity and redundancy of the infrastructures that enable the evacuation of the hot air from the Client's IT equipment.

- Provide high-speed internet access without interruption to the Client.

- Ensure security and access to the datacentre.

2.2 Infomaniak grants the Client a limited and non-exclusive right of use to enable the Client to install, manage, administrate and repair its servers, IT systems, connections and cables (hereinafter collectively referred to as "Equipment") in a designated zone in one or several racks in the DIII datacentre owned by Infomaniak. The right of use granted is exclusively reserved for the space allocated to the Client by Infomaniak.

3. Terms of the Housing Service

3.1 24-hour access to the DIII datacentre: when subscribing to the contract, the Client must supply the identity of the persons accredited to intervene in the name of the client 24 hours a day.

A maximum of 3 persons can be accredited to access the Client's equipment, except with Infomaniak's exceptional written agreement for the registration of additional persons.

The names of the persons declared may be modified during the Contract.
For security reasons, the persons declared technically competent must accept to supply an identity photograph for recognition purposes and accept that this photograph be used exclusively for the purposes of the proper execution of the contract.

ANY OTHER NON-REGISTERED PERSONS ARE STRICTLY FORBIDDEN ACCESS, EXCEPT WITH PRIOR WRITTEN AUTHORIZATION FROM INFOMANIAK. FAILURE TO RESPECT THIS OBLIGATION WILL LEAD TO THE TOTAL SUSPENSION OF ACCESS TO THE INFRASTRUCTURE AND UNILATERAL AND DEFINITIVE TERMINATION OF THE CONTRACT.

3.2 Use of the Infomaniak DIII datacentre:
- You must only circulate in the common areas (mounting area, corridor, lift) and in the zone attributed for the installation of your servers.
- No packaging of any type whatsoever is authorised in the Infomaniak DIII datacentre.
- Do not act in such a way as to violate any rule of health, safety, security or other.
- Do not act in a way that is harmful or dangerous to other Infomaniak clients that benefit from a similar service.
- It is forbidden to introduce any type of food or drink whatsoever, nor is it permitted to smoke on the premises. Any other liquids are also prohibited.
- Circulation in the aisles must not be obstructed at any time.
- Maintenance of IT equipment must be carried out in the space allocated to the Client or in the workshop area made available to the Client by Infomaniak.
- The Client must not touch, have contact with or manipulate in any way whatsoever any equipment that does not belong to the Client.
- The Client must not participate in any activity likely to generate electrical interference or create any disturbance that may affect the integrity of the infrastructures made available to other clients.
- Any behaviour by the Client or its technical representatives likely to cause damage to the equipment present on the premises belonging to other clients and/or Infomaniak is prohibited.
- Is it strictly prohibited to carry out any illicit activity on the datacentre premises. It is of course formally forbidden to introduce any firearm, ammunition or any other type of offensive weapon onto the premises, this list being non-exhaustive.

3.3 Rules for the use of the space allocated to the Client:
Housing

- All cables installed by the Client must remain confined exclusively to the spaced reserved for the Client.

- All devices (servers, routers, switches) must be designed to operate in a 19” rack. The installation must be made using attachments on the mount rails to the left and right of the rack.

- No device (servers, routers, switches, transformers, remote rebooting devices, etc.) installed by the Client in the allocated space may be placed between the side panels of the racks. Only the electrical cables and networks may circulate there and must be attached by cable straps or run through the cable ducts provided for this purpose.

- Do not exceed the maximum electrical voltage designed for the circuit breakers supplied with your spaces! Any malfunction or incident related to this point will be your responsibility.

- The ventilation of your equipment must respect the direction of the air flow in the datacentre. Cold air must be drawn from the cold aisle and hot air extracted via the hot aisle.

- All your hardware must be designed for prolonged operation at temperatures between 15 °C and 40 °C with levels of humidity between 5% and 90%.

- Your equipment must be maintained at a level that guarantees at all times the absence of danger and the respect of all applicable health and safety standards.

- During the validity of this contract, the Client shall maintain the space attributed to its installations in good condition and, at the end of the contract, leave the space in its original state, excluding normal wear.

3.4 Privacy:

- The Client and its personnel who have been duly accredited for access to the Infomaniak datacentre undertake not to divulge or communicate to any person the address or GPS location of the Infomaniak DIII datacentre, which they accept to consider as strictly confidential.

- Moreover, the Client and its duly accredited personnel undertake not to photograph or film the interior or the exterior of the datacentre.

- The parties recognise that information of any nature whatsoever exchanged via any media and in any way whatsoever, including orally, during meetings or conversations and belonging to the other party, notably concerning technical aspects, expertise or methodology, must remain strictly confidential.

Any behaviour by the Client and/or its representatives that does not respect one of the points
of article 3 of these specific terms and conditions may be liable for legal action and lead to the termination of the contract without prior notice.

4. Infomaniak's obligations and responsibilities

4.1 Considering the high degree of technology involved for the execution of the service covered by this contract, Infomaniak is bound by a best-efforts obligation.

Infomaniak shall thus undertake to provide all the care and diligence necessary for the supply of a quality service in compliance with the standards of the profession and the state of the art, as well as providing all possible and reasonable care for the execution of the Service.

4.2 Infomaniak's main responsibilities are to:

- Maintain a functioning Production Environment (in the event of an outage, Infomaniak commits to replacing the defective equipment as promptly as possible except for failure that is not its fault or any other intervention that would require an interruption of the service exceeding typical replacement time periods).

- Intervene as soon as possible in the event of an incident that is not the result of misuse of the Service by the Client.

- Do everything possible to ensure the permanence, continuity and quality of the services it provides to the Client.

- Ensure the maintenance of these facilities at the highest level of service quality.

- Avoid interference with the Client's flow of data via the Ethernet cables and fibre that transfer internet traffic directly into the Client's Production Environment.

- Ensure the privacy, integrity and authenticity of the Client's data transferred via the Ethernet and fibre network managed by Infomaniak.

4.3 The parties expressly agree that Infomaniak can only be held liable in the case of a proven fault by Infomaniak. Any claim of any nature whatsoever must be sent to Infomaniak by registered post and include the details of the complaint.

4.4 The Client recognises and formally accepts that Infomaniak cannot be held liable, whether directly or indirectly and for any reason whatsoever, for damage related to:

- The poor use by the Client and/or its contractors of the Client's equipment.
- Any commercial damage, loss of profit or customers, damage to the brand image or action taken against the Client by any person and for which the Client must be its own insurer or subscribe to suitable insurance.

- The configuration, management and supervision of the maintenance of the Client's equipment and their consequences.

- Cases of force majeure as defined in the article covering force majeure in this contract.

- The loss of data or costs for the acquisition of replacement equipment.

- A danger for the security of the Infomaniak infrastructure imputable to the Client's service (hacking of the Client's servers, detection of a failure in the security system, abnormal use of resources, etc.).

- The partial or total destruction of the data transferred or stored following errors that are directly or indirectly imputable to the Client.

- The partial or total failure to respect an obligation and/or the failure of the operators of data transport networks, notably internet access providers.

- The interruption of the Service if it is expressly requested by a competent administrative or judicial authority.

- A failure, negligence or omission by a third party over which Infomaniak has no control.

- The consequences of the use of the Service by the Client.

5. Client's obligations and responsibilities

5.1 The Client is sole administrator of its resources and the equipment present in the datacentre and has the possibility to subscribe to additional resources supplied by Infomaniak (IP, kWh, bandwidth, etc.).

5.2 The Client may not claim any refund, replacement or any indemnity whatsoever from Infomaniak for any damage or breakdowns that may occur to its equipment.

5.3 The Client is responsible for any failure by its technical personnel having access to the datacentre.

5.4 The Client undertakes to subscribe to an insurance policy covering all the provisions set forth in the article concerning insurance in this contract.
5.5 The Client undertakes to install its equipment at its own expense and by its own personnel or by third parties of its choice (under condition of prior notice to Infomaniak).

5.6 The Client undertakes to comply with the technical conditions and standards of installation set by Infomaniak concerning the datacentre as well as with the rules and recommendations set out by Infomaniak, notably for the wiring and type of server used, and to ensure the proper compliance of its installations in case of modifications made by Infomaniak concerning all these rules of operation.

5.7 Any intervention in the space allocated by Infomaniak to the Client is the Client's sole responsibility. Infomaniak shall not be held liable for any malfunction of any nature whatsoever, nor does it ensure the maintenance.

6. Invoicing

6.1 Rates for the services provided by Infomaniak under these Specific Terms and Conditions are set out in several price lists established according to the nature of the services provided. The applicable rates are those that are available on line on the infomaniak.com website and on request. Invoicing periods may be of one, three, six or twelve months depending on the invoicing option chosen by the Client.

In case of the rental of a full rack, electrical consumption will be invoiced monthly in addition to the applicable monthly rate for the Vitale Vert service provided by Services Industriel de Genève.

6.2 Any incident and/or delay in payment due will lead to the suspension of the services following our automatic reminders. Infomaniak will notify the Client through a succession of different emails to remind the Client of its obligation to settle the invoice for the services concerned. Failing full payment and after the final reminder, the Client will receive a registered letter with acknowledgement of receipt to inform it of the interruption of its installations for default of payment. Infomaniak will stop and disconnect the Client's installation within 15 days after the final reminder by registered post. The Client will be refused access to the datacentre until full payment of the sums due to Infomaniak. Infomaniak shall not be held liable for the removal of the Client's equipment from the reserved location due to a default of payment.

6.3 Infomaniak reserves the right to revise its rates at each renewal period and will previously inform the Client by email sent to the address given in the Client's account.

In this case, the Client may request the termination of its contract with no penalty. Failing this, the Client is deemed to have accepted the new rates. Modifications to rates are applicable to all contracts and also to those that are currently in progress.

Infomaniak reserves the right to pass on without delay any increase in the price of electricity.
7. Duration and expiration of the service

7.1 The contract is agreed for a duration of 6 months starting on the day the space reserved is made available to the Client.

7.2 Each party has the full right to terminate the contract after one month without legal formalities and without indemnity by registered letter with three months' notice.

7.3 Without prejudice to any damages and interests that may be claimed by a defaulting party, both parties to the Contract have full rights to unilaterally terminate the Contract without legal formalities for any failure to respect the contract that has been formally notified by registered post, or by any other valid form of notification, setting forth the grounds of this failure and which has remained without effect during a period of thirty days after notification.

7.4 From the moment of termination, the supply of the Services will immediately cease and the Client shall be obliged to settle all unpaid amounts for the period of subscription and remove its equipment within 30 days. Failing the removal of the equipment within this period, Infomaniak reserves the right to remove the equipment not recovered by the Client at the Client's expense. The Client may then, subject to full payment, retrieve its equipment from Infomaniak.

7.5 Termination by Infomaniak shall not entail any right to reimbursement or credit. If Infomaniak has suffered damages as a result of the termination or due to the circumstances that led to the termination, such damages can be charged to the Client. All of the Client's unpaid amounts will remain due in full and due immediately.

8. Suspension

8.1 Without prejudice to any other right, power or remedy and without liability, Infomaniak reserves the right to limit or suspend the Housing Service in the following cases:

- If it is reasonably necessary in order to protect the interests of the Client or Infomaniak or the interests of a third party (including other Clients) and/or to protect the security or the operation of Infomaniak's systems or networks or the interests of a third party (including other Clients).

- If the Client does not comply with one of the conditions of this agreement or if Infomaniak reasonably suspects that the Client has breached or is about to breach this agreement.

- If the Client is not able to cooperate with respect to any presumed or real violation of the terms of the agreement.

- If this is required by the law or as a result of a request from a regulatory or governmental authority.
- If the Client's service creates a danger for the security of the Infomaniak infrastructure (hacking of
  the Client's servers, detection of a failure in the security system, abnormal use of resources, etc.)

- In case of a high number of simultaneous access attempts by repetitive DDoS attacks or those for
  which Infomaniak's counter-measures are not sufficient or if other Services used by other Infomaniak
  Clients may be affected. Infomaniak will inform the Client in advance or immediately following the
  blockage.

8.2 Infomaniak may also temporarily suspend all or part of the services for the purposes of repair,
  maintenance or improvement of all systems. Infomaniak must use all reasonable efforts to maintain
  such suspensions to a minimum and carry out this work outside of local business hours whenever
  possible.

8.3 Infomaniak cannot be held liable for any suspension of the services under the above-mentioned
  circumstances and the Client shall not be entitled to any compensation, discount, refund or credit as
  the result of the suspension. The Client accepts that all periods of downtime shall be exempt from
  measurement in the context of the service level agreement (SLA).

9. Termination

9.1 Infomaniak may terminate the Service before its expiration with immediate effect in the following
  situations:

- If the Client fails to fulfil one of these contractual obligations, in particular within these specific terms
  and conditions and the Infomaniak GCU which accompany it.

- The Client prevents Infomaniak from performing its contractual obligations or prevents the proper
  operation of Infomaniak services.

10. Contract modification

10.1 In compliance with Infomaniak's GCU and the terms thereof, these Specific Terms and
  Conditions are subject to modification in order to take into account any legal, technical or judicial
  changes.

11. Limitation of liability

11.1 The Client also accepts that Infomaniak cannot be held liable to the Client for any loss incurred
  by the Client due to utilisation outside the scope of use as specified in these Specific Terms and
  Conditions and Infomaniak's GCU.

11.2 The Client acknowledges that Infomaniak cannot be held liable to the Client for any loss,
including indirect, accidental, specific or consecutive damages, incurred by each party due to loss, theft, unauthorised disclosure or manipulation, alteration, loss of use or any other compromise.

12. Scheduled maintenance

12.1 The infrastructures of the housing spaces are designed in such a way that their maintenance does not involve any scheduled interruption of the Housing Service.

12.2 In case of maintenance planned for the technical infrastructures that may weaken the conditions of the Service (e.g.: the switch to a secondary electric supply chain with a level of redundancy lower than the primary chain), Infomaniak will preventively notify the Client.

13. Agents

13.1 With the prior written agreement of Infomaniak, the Client may entrust all or part of the work in its space to an agent accredited to carry out the said work.

13.2 The agent must be able to prove that they have subscribed to an insurance policy with coverage that is equivalent to that of the Client.

13.3 In no case shall a mandate entrusted by the Client to a third party release the Client from its obligations or responsibility as determined by Infomaniak.

14. Conformity of the Service

14.1 The Client acknowledges having verified the suitability of the Service for its needs and having obtained from Infomaniak all the advice and information necessary to make an informed decision to subscribe to this agreement.

15. Insurance

15.1 The Client is responsible for insuring all its equipment hosted in the context of the Housing Service, including during the phases of installation and removal.

15.2 For this reason, they must subscribe to an insurance policy against all common risks and damage they could suffer (risk of fire, theft, deterioration, loss of income and profit, immaterial damage, etc.).

15.3 Infomaniak shall insure the entire datacentre (other than the Client's installations and facilities) and subscribe to liability insurance.
16. Transferring the contract

16.1 It is expressly agreed that the Client cannot transfer, whether free of charge or at a cost, the rights and obligations referred to herein without the express prior written agreement of Infomaniak. The Client who signs this contract will be considered as Infomaniak’s sole co-contracting party.

17. Support

17.1 The Housing Service provides for certain services 24/7 and other services on business days only.

Infomaniak provides no technical support for the Client’s equipment, regardless of the infrastructure chosen. Clients with access to the platform fully assume its maintenance. Except in the case of exceptional events or agreement between the parties, Infomaniak will never intervene directly on the Client’s equipment, even for a request to reboot the system.

17.2 The following services are performed 24/7:

- Monitoring and management of the continuity of operation of the Production Environment
- Incident management
- Access management
- Datacentre surveillance and security

17.3 Services on business days

The following services are carried out on business days:

- Study of modifications
- Conduct of modification
- Project and contract management

18. Guarantee of the level of service (SLA)

18.1 Infomaniak shall ensure the accessibility of the Production Environment via the internet 24/24 every day of the year and on site.
18.2 The availability rate of the Production Environment provided to the Client shall be greater than 99.97% per year, including maintenance.

18.3 The maximum downtime of the Production Environment should not exceed one hour for each case of failure. Infomaniak will be responsible for restoring the services and, if necessary, replacing faulty equipment. The Client shall be immediately notified of any failure.

18.4 Infomaniak shall respond within 12 working hours to any request for a modification of configuration requested by the Client within the framework of the Production Environment made available to the Client.

18.5 Infomaniak is able to offer the Client a stand-by service 24 hours a day and 365 days a year to ensure the availability of the IT resources required in the case of an unusual event or software and/or technical problem related to the Client's Production Environment. The latter will then be bound by a specific contract.

18.6 Claims (escalation process) regarding any outstanding point made by the Client must be submitted to the Infomaniak contact person. 18.7 Infomaniak guarantees accessibility to the contact person (or duly informed substitute) via the administration console of the Service (manager.infomaniak.com).

18.8 Except in the case of force majeure, the Client reserves the right to apply penalties up to the annual amount of the contract in the event of operational disturbance due to negligence by Infomaniak or its subcontractors.

18.9 If the Client suspects a malfunction of Infomaniak facilities, it is the Client's responsibility to contact the Infomaniak support service via infomaniak.com indicating that the problem is urgent. Infomaniak will do everything possible to respond to the Client as quickly as possible.

Amendment dated 10/01/2019