PREAMBLE

These Terms and Conditions apply to all of the services as well as full or partial use of the infrastructure of the network provided by DFi.

In principle, they govern the relationships between DFi, its Clients and Third Parties, except for those exemptions expressly agreed upon in writing. The last applicable set of Terms and Conditions is available on the DFi website.

ART. 1. DEFINITIONS

"DFi": DFi Service S.A., provider of telecommunications and computing services and software publisher.

"Client": Any physical or legal person making use of a marketed product and/or using a service provided by DFi.

"Third Parties": All physical or legal persons who may be caused to work with DFi and/or the Client.

"Services": All the services developed and/or marketed by DFi.

"Subscription": The taking out of a contract for a service.

"Implementation": Making the service available to the Client after activation.

"Access": The access that the Client has to DFi's services.

"Network": The entire system ensuring the transmission and/or routing between the end points of the telecommunications data or signal network, as well as the exchange of information. The fact that the network may be internal, local, public, private or other is irrelevant.

"Server": The computer system ensuring the execution of the management software, which controls access to the network and its resources.

"Data": Information of any nature, including personal data and especially text, images, sounds, videos, etc. sent across the network and/or stored on a server.

"Information system": Any system used to create, send, receive, store or process data.

"Cloud computing": The use of the storage or calculating power of remote computer servers via a network, usually the Internet.

"Diamond Cloud": Cloud computing certified ISO 27001 provided by DFi and fully hosted and managed in Switzerland.

"SOC: Security Operation Centre": A platform dedicated to the monitoring, assessment and protection of a certain information system.

"ISO 27001": An international security standard for information systems defined by ISO, from which DFi has been awarded a Certification.

ART. 2. SERVICES PROVIDED BY DFi

DFi develops and/or provides services in the field of telecommunications and computing. These services are mainly: connectivity, the rental of storage space (hosting), the rental of calculating power (servers), application development, computer maintenance, consulting on the security of the information systems and the services associated with them.

DFi brings a particular level of care and attention to the quality and security of its infrastructures, largely by way of a resilient and redundant technical architecture, thereby guaranteeing a high level of security and service availability.

The availability of the various services is specified in the other contractual provisions, such as subscriptions and contracts.

In the context of current technical and operational possibilities, DFi provides additional services, as long as the Client accordingly provides suitable and secure facilities.

DFi reserves the right to make test Versions available, which are provided as is, as they become available, without any guarantee, and under the sole responsibility of the Client. These test versions are not covered by client support services. Test versions may be modified or discontinued at any time without any prior notice.

ART. 3. NETWORK MAINTENANCE

DFi ensures a level of maintenance appropriate to its information system according to the state of the art. During opening hours, it repairs any issues that fall within its sphere of competence, within an appropriate timeframe, with the means reasonably available to it.

If the intervention of DFi is requested for an issue whose cause does not lie with its information system, any resulting costs may be charged to the Client.

ART. 4. BANDWIDTH

The Client agrees that the use of Internet bandwidth for additional services from DFi or Third Parties (e.g.: file transfers) can restrict the capacity of the Internet bandwidth available.

ART. 5. SECURITY

In accordance with the ISO 27001 Certification, DFi pays special attention to security when developing its services. The Client acknowledges, however, that despite DFi's best efforts, it is impossible to guarantee absolute security of the systems used.

DFi reserves the right to use other security elements and to change the Client's access rights in the event of a risk that could jeopardise the security of DFi's and the Client's information system.

ART. 6. USE OF THIRD PARTIES

To meet its contractual commitments, DFi may, at any time, make use of Third Parties. In this case, they will be subject to these Terms and Conditions, the DFi's Data Processing Regulations, and any specific regulatory frameworks (e.g. FINMA).

Should Clients be subject to these specific regulatory frameworks (e.g. FINMA), the Client will be notified within a period of fifteen (15) days of any change to DFi's external service providers, who will meet the requirements of the specific regulatory framework. Responsibility for the notification of a change in service provider to the regulatory authorities that the Client is subject to lies with the Client themselves.

ART. 7. CLIENT OBLIGATIONS
Data

The Client is responsible for providing all of the personal data required by DFi that is necessary for the performance of services and billing, as well as for ensuring its accuracy. They are required to immediately report any changes to their personal data. The Client is duly informed that any misrepresentation or concealment of useful data is their liability. The Client determines the purposes and means of the processing of his data, and therefore is responsible for data processing.

Installations by the Client

The Client is responsible for the configuration of their information system. They undertake to only connect to DFi's information system facilities that conform to the provisions of Swiss legislation on telecommunications.

Good practice: the Client is not authorised to reverse-engineer DFi's Services, nor to decompile them, disassemble them or bypass the technical restrictions that they contain. Furthermore, the Client is not authorised to disable, divert, or attempt to circumvent a billing mechanism by its use of the Services provided by DFi. Without prior written permission, the Client may not rent, lend, resell, transfer or sub-license the Services, or any part thereof, to a Third Party.

Passwords and responsibility for use of the access

The Client is responsible for any damage that may result from the use of access data from third parties (including associates), as well as the content of the information that the Client processes by way of DFi's services.

The Client expressly agrees to ensure the confidentiality of security elements, their username and password, and to protect these elements against misuse by unauthorised persons. In case of loss or theft of the username or password, the Client must immediately contact DFi.

Clients must also ensure that their associates delete their usernames and passwords when significant changes take place (e.g. leaving or changing position in the company).

Security of the systems

In order to make use of DFi's services, the Client must, for the duration of their contracts with DFi, install all the updates that are available for their information system, use the version of the software and/or hardware recommended by DFi in accordance with the minimum configuration requirements and update them whenever it is necessary.

The Client agrees to use software from trustworthy sources only and to take all appropriate measures to protect themselves from IT risks.

Access to DFi's services and the settings associated with them are the responsibility of the Client.

Ethics

The Client undertakes to promote the ethics of DFi by forbidding, both internally and externally, the publication or transmission of data, especially as regards violation of intellectual property laws; unfair competition; consumer protection; personal data protection; money laundering, and all documents deemed threatening, or of a violent, racist, xenophobic, pornographic, etc. nature.

Furthermore, the Client will refrain from misusing the services and/or infrastructure made available to them.

DFi cannot be held responsible for this information, nor for any information that the Client receives or that Third Parties disseminate or offer via telecommunications networks.

ART. 8. PROVISION OF OBJECTS, RETENTION OF TITLE, CLAIMS AND WARRANTY

It is up to the Client to check, upon receipt in their premises, the state and quantity of the material and, if appropriate, to make DFi aware of any issues in the twenty-four (24) hours following receipt.

Items sent to the Client remain the property of DFi until full payment of the agreed price and the corresponding charges. If the Client is in default of payment, DFi has the right, after a summons, to demand the return of the items and their restoration at the expense of the Client.

The warranty is only valid where the interventions and/or repairs are carried out by DFi and/or the manufacturer. Where the item purchased is defective, the manufacturer's warranty shall apply. Any other claim is expressly excluded.

However, DFi cannot ensure, in particular:

➢ the proper functioning and potential disruptions of any services supplied by providers other than DFi. The Client must refer to the separate agreements and licences entered into with publishers other than DFi;

➢ compatibility between services in general;

➢ any data that is corrupted or lost due to a case of force majeure;

➢ temporary disturbances as regards availability during the backup and restoration of data;

➢ third-party access to data due to security flaws in the Client's information system;

➢ third-party access to data in case of violations of the Client's duty of diligence (**see ART. 7. CLIENT OBLIGATIONS**) as regards access data;

➢ the backup of logging data, statistical data, data generated or updated by users of the Client's information system;

➢ the handling of configurations.

ART. 9. FEES

DFi reserves the right to change its fees at any time. Any raise in fees will be communicated in writing in advance. In this case and this case only, the Client will have the right to terminate the contract of service by registered mail within a period of thirty (30) days as of the end of the month from the date of acknowledgement of receipt, on the understanding that the current fee of the service will remain applicable until the contract is terminated.

If there is no response within thirty (30) days, the raised fee will be taken as accepted.

ART. 10. BILLING AND PAYMENT TERMS
General information

The Client agrees to settle the invoiced amount by, at the latest, the due date mentioned on the invoice. The Client may contest the invoice in writing with an indication of their reasons for doing so within ten (10) days. However, they remain obliged to pay the invoice by the due date. After this date of contestation, the invoice is accepted unreservedly.

Late payment

Should the invoice not be settled by the due date, the Client is taken to be in default without any notification being sent to them. DFi reserves the right to charge fees for sending a notification.

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Pre-assurance
DFi reserves the right to demand an advance payment and/or a guarantee. Guarantees in the form of a cash deposit are repaid at the rate of interest on savings accounts. DFi may use the guarantees provided for the repayment of any debts owed by the Client.

Compensation
Clients do not have the right to pay debts owed to DFi with any counter-claims.

ART. 11. BEGINNING, RENEWAL, CANCELLATION AND SUSPENSION OF SERVICES
Beginning
As a general rule, a service takes effect upon its delivery, or when it is deemed to be activated and/or brought into operation.
By subscribing to or renewing a service, the Client accepts the details of the commercial offer. Unless otherwise provided for in the aforementioned details of the commercial offer, services are provided according to their availability. Subject to written permission from DFi, the Client may, on their own sole responsibility, subscribe to commercial offers on behalf of their own clients and provide them with the administrative rights required to make use of the services provided by DFi. In this case, the Client and their end clients will be bound by these terms and conditions and will be jointly responsible for all actions of said end clients as regards their use of DFi's services. Unless another agreement has been reached, the subscription shall be valid for a period of at least one year. Unless it is cancelled at the end of the period, the subscription of limited duration shall be renewed by tacit agreement for the billing period.

Cancellation
A service may be cancelled by written notification at the end of the initial period providing the Client gives one (1) month's prior notice as of the end of a billing period. In the presence of reliable evidence of unlawful use or access, or if such use is reported by a relevant authority or if it is determined by a judgment that has acquired the force of res judicata, DFi may demand that the Client use the service lawfully or terminate the contract without notice or compensation and demand, if necessary, damages and interest to be paid.

Suspension
If the Client does not pay their invoices after the first notification, DFi may immediately suspend the provision of its services without notice and without compensation. In this case, the Client will also be required to grant DFi access to the equipment used, so that it may be uninstalled. Should the invoice in question remain unpaid after the period of 30 days following the suspension of services by DFi, the Client's attention is drawn to the process of backup, transfer, copying and destruction of its data. **(see ART. 12. BACKUP, COPYING, AND DESTRUCTION OF DATA)**

ART. 12. BACKUP, COPYING, AND DESTRUCTION OF DATA
The Client assumes full responsibility for the consequences related to the content and management of their data. The Client is responsible for keeping a copy of all the data that they transmit via the services provided by DFi. They must, at all times, ensure the integrity and availability of this copy. The Client undertakes especially to safeguard logging data, statistical data, data generated or updated by users of their information system (e.g. historical data relating to clients, products, electronic orders and invoices, navigation, settings...)
<u>At the time of the termination or the end of one of DFi's services, the Client authorises, independently of their failure to recover their data beforehand, the destruction of said data. Upon written request and against an estimated invoice, the Client may obtain a copy of their data.</u>

ART. 13. DFi's RESPONSIBILITY
DFi brings a particular level of care and attention to the quality and security of its infrastructures, largely by way of a resilient and redundant technical architecture, thereby guaranteeing a high level of security and service availability. However, DFi does not hold any responsibility insofar as is permitted by law, for issues including, but not limited to, disturbances, data loss and corruption, and subsequent damages or loss of profits. DFi is only held responsible in the case of serious negligence and intentional fault. This provision as regards liability overrides any other contractual provision. DFi assumes no responsibility for any damage resulting from inappropriate use of its services, especially damages attributable to the Client's breach of their duty of care. DFi assumes no responsibility for any damage sustained by the Client as a result of transmission errors, corruption of data, interruptions, breakdowns or unlawful intrusions into the information systems. DFi reserves the right to interrupt the provision of its services at any time in the event of risks related to the security of the information systems, and may do so without having to explain the reasons for said interruption. DFi assumes no responsibility for damages caused by such interruptions.

ART. 14. ACCESS, AVAILABILITY OF THE INFORMATION SYSTEM, AND SLA
Access: Access to the hosting sites as well as the data available to the Client are guaranteed upon written request at any time during the opening hours of the facilities where DFi's infrastructures are held.
Availability: DFi makes every effort to ensure the availability of its information system, but cannot, however, guarantee its operation free of any disturbance. Planned outages are advertised beforehand on the website or social networks. On networks and connections provided by other telecommunications operators, no insurance or guarantee will be given regarding the availability, quality, operation or support for voice communication and/or data transmission.
SLA: The availability, operational reliability and response time of the Service Level Agreement are specified in Services. The measures used to assess performance levels are defined in Services.
Calculation of SLA deadlines: the day which marks the starting point is not counted, but the end date is; non-juridical days (Saturday, Sunday and holidays) are counted; where the last day is non-juridical, the deadline is extended to the first following juridical day.
According to the services provided, a specific Service Level Agreement can be entered into.

ART. 15. FORCE MAJEURE
The events considered to be cases of force majeure, in addition to those usually accepted by the Jurisprudence of Swiss Courts and Tribunals, include total or partial strikes, both internal or external to the company, lock-outs, bad weather, blockage of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, legal or governmental restrictions, blockage of telecommunication networks, power outages, virus outbreaks, data corruption, and other cases out of the control of DFi that prevent the normal provision of Services. In the cases listed above, all contractual obligations will be suspended.

ART. 16. DATA PROTECTION
DFi is committed to handling its Clients' data with care and complying with the provisions on data protection, including the Federal Act on Data Protection and the General Data Protection Regulation (EU). DFi only gathers, records and handles the data required for the fulfilment of the contractual obligations, monitoring client relations, guaranteeing high-quality services, the security of its information system, and billing. The Client's data, such as technical logs, may be automatically saved and stored as part of the technical process applied and in accordance with current legislation. In accordance with the Federal Act on the Surveillance of Postal and Telecommunications Traffic (SPTA), DFi retains connection data for a period of at least six months.
With the exception of the software that DFi licenses out, the Client retains all rights of ownership of their data. DFi acquires no rights to Client data except for the right to host it as part of the services provided, as well as to use and reproduce it only insofar as is necessary to provide the services, which may include problem detection activities aimed at preventing, identifying and resolving any problems relating to the functioning of the services, but also the improvement of features for better detection of threats against users and protecting users against them.
The Client may retrieve and/or delete their data at any time. This service does not apply to free assessments, during which DFi may delete the data immediately, without having to observe any retention period.

ART. 17. ARCHIVING
Due to automated backup processes, DFi retains all its Clients' commercial information for a period of at least ten (10) years for administrative needs and legal obligations. However, this does not mean that the Client is exempted from their obligation to conserve and/or archive their data. DFi is therefore unable to avoid the needs and obligations as regards conservation and backups, which the Client must meet. As such, the services provided by DFi are not to be considered archiving services.

ART. 18. AUDIT AND COLLABORATION
The Client and the Third Party that have an ISO 27001 certification or similar acknowledge and accept the possibility of an audit planned and carried out by DFi, which reserves the right to make use of an independent auditor in order to ensure full compliance with the rules laid down in terms of security and, particularly, information. As such, they will have to cooperate with the auditors in order to provide the information requested by DFi.
In the context of, in particular, a request, an audit or an administrative procedure (e.g. FINMA *Enforcement*), DFi undertakes to work promptly with the administrative authorities to which the Client is subject.

ART. 19. REVERSIBILITY
DFi undertakes to provide for the cases of reversibility. Upon written request and against an invoice, DFi can assist and train the Client or a third party, as well as provide all the necessary documentation.

ART. 20. CONFIDENTIALITY
DFi will ensure the conservation of the information entrusted to it by the Client, and that it will be considered confidential and treated with discretion. However, the Client undertakes to keep a copy of all documents entrusted to DFi. The Client acknowledges that all written and spoken information regarding DFi's expertise is the product of original creative efforts and is confidential in nature. Accordingly, the Client agrees to not use it for their own purposes and not to disclose it beyond what is necessary for the performance of the services.

ART. 21. INTELLECTUAL PROPERTY – LICENCES
DFi gives the Client a non-transferable and non-exclusive right to use the Services made available to them under these Terms and Conditions and other contractual provisions. All intellectual property rights remain property of DFi or the licensor. The Client agrees to inform DFi of any breach or infringement of these intellectual property rights by Third Parties as soon as they become aware of them.
Software granted under proprietary licence to the Client. In the case of software granted under proprietary licence to the Client, it is their responsibility to ensure that the licence in question authorises them to run the Software within the services provided by DFi (e.g. on a virtual machine).

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Software licensed by DFi. The use of the aforementioned Software is governed by the licence conditions protected by DFi:

- The Client will not be transferred any rights (e.g. running or installing copies of the Software on its servers on sites aside from those belonging to DFi, or onto other devices) unless the Client owns a separate licence.

- **Uses prohibited by Microsoft:** the Client and their end clients may not use the Microsoft Products used by DFi services in any application or situation where the failure of DFi's Service could result in death or serious physical personal injury or serious physical or environmental damage ("High-Risk Use"). Examples of High-Risk Use include, but are not limited to: air transport or other modes of human mass transportation, nuclear or chemical facilities, maintenance of life support systems, implantable medical equipment, auto vehicles, or weaponry systems. High-Risk Use does not include the use of DFi services for the purposes of administration, storage of configuration data, engineering and/or configuration tools, or other uncontrolled applications whose failure would not result in death, injury, or serious physical or environmental damage. As these applications do not have a control function, they can communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. The Client agrees in these cases to compensate and exonerate DFi and its licensors from any third-party claims arising from the use of DFi's services.

Verifications. Some Software publishers reserve the right to check that their Products are being used in a way that is compliant with their licence conditions. Any such verification involves access to the sites where a Product is hosted or used by a third-party auditor or the publishers themselves. The Client agrees to collaborate with DFi and these auditors.

Consequences of the termination or expiry of a service. If the service is terminated or expires and the Client does not use one of the purchase options available for the Software licensed by DFi, they must delete all copies of the Software and destroy their associated media.

Third-party software. The Software may contain proprietary third-party programs granted under a separate licence whose conditions will be provided if necessary. They may also contain third-party Open Source programs granted under a DFi licence by DFi rather than the third-party owner. The legal notices related to these third-party Open Source programs are included, as appropriate, for information only.

ART. 22. NON-SOLICITATION OF EMPLOYEES
The Client is forbidden from engaging directly or through an intermediary without the written agreement of DFi any of DFi's associates or of one of the companies of its group. This waiver is valid for the duration of the contracts, in addition to a period of twelve (12) months afterwards. In the event of a breach, DFi reserves the right to claim compensation from the Client, demanding a lump sum equal to the fees or gross wages that this associate was paid by DFi during the year preceding their departure.

ART. 23. WAIVER
The fact that one of the Parties has not required the application of any clause of these Terms and Conditions, whether permanently or temporarily, can in no way be considered as a waiver of the rights of that party deriving from that clause.

ART. 24. CHANGES TO THE TERMS AND CONDITIONS OR SERVICES
DFi reserves the right to modify at any time the scope of its services and to adapt the conditions of membership of a service at any time. In this case, DFi will inform the Client in the appropriate manner. These changes are published on DFi's website. In case of any changes to value-added rates and taxes (especially VAT), DFi will be allowed to adjust its prices accordingly.

ART. 25. TRANSFER OF RIGHTS OR OBLIGATIONS BY DFi
Unless given prior approval by DFi, the Client is not authorised to transfer to others the rights and obligations arising from these Terms and Conditions or contracts.

ART. 26. TRANSLATIONS
In the event that the Terms and Conditions are translated into other languages, the French version will be applicable.

ART. 27. JURISDICTION AND APPLICABLE LAW
These Terms and Conditions are subject to Swiss law.
In the absence of an amicable settlement, notified by one party to the other, any dispute will be brought before the competent Court of Geneva.

Signatures, initials* and stamp of the Company

Signed in Geneva on the
in two (2) original copies

DIAMOND CLOUD

Diamond Cloud is a Cloud computing certified ISO 27001 provided by DFi and fully hosted in Switzerland.

Diamond Cloud has an infrastructure shared across four (4) data centres located in Switzerland: Two (2) rooms at Equinix in the Confederation Centre in Geneva (GE), one (1) room at IBM in Meyrin (GE), and one (1) room at Brainserve located in Crissier (VD), companies registered in Switzerland. The infrastructure inside these rooms is owned entirely by DFi, and the operators involved are operators established in Switzerland. The Diamond Cloud infrastructure service delivered is purely Swiss and therefore Client data is hosted in Switzerland.

Scope: It is up to the Client to define the scope that they wish to cover with the Service. The details will be set out in the commercial offer.

Right of use: the Client is authorised to access and use Diamond Cloud, as well as to install and use the software that may be provided with Diamond Cloud. The Client is required to keep the rented Diamond Cloud environment up to date.
Access to the data that is hosted as well as the hosting sites is guaranteed to the Client upon their request.

Offer with Commitment: The Client defines their commitment to purchase a given quantity of Services for use throughout the Duration on a defined pricing base.

Offer according to Consumption (charged by use): The Client defines their commitment to purchase according to their actual use over the course of the preceding month without prior commitment. Payment is made on a periodic basis, in arrears.

SOC

The **"Security Operation Centre"** is a range of managed security oversight services hosted in Switzerland. The SOC comprises an infrastructure shared over four (4) data centres located in Switzerland and certified professionals who monitor and manage your infrastructure. It meets the main national and international directives and recommendations for security.

Scope: It is up to the Client to define the scope that they wish to cover with the Service. The details will be set out in the commercial offer.

Support service: active 24 hours a day, 7 days a week; allows for the immediate reaction in the event of an incident and effective neutralisation of threats.

Duration: The Client agrees to use the Service for a minimum term of one (1) year.

CYBERSNIPER

CYBERSNIPER is a Service that includes the detection and blocking of cyberthreats. This Service is developed entirely and exclusively by DFi.

Offer: The service is available in "Cloud" or "on-site" modes, according to the needs of the Client. The "on-site" mode provides more information on cyberthreats.

Right of use: the Client is authorised to use and install the solution provided by DFi subject to adherence to the conditions for use initially laid down for this purpose. DFi does everything in its power to keep its Service adequate, but cannot, however, guarantee performance that will block 100% of threats.

Offer with Commitment: The Client defines their commitment to purchase the Service. Payment is made on a periodic basis, in arrears.

Duration: 3 months or 1 year

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