

10. General Conditions applicable to the CyberCloud Services

10.1 Object

The object of these General Conditions is to define the applicable framework for the provision of the CyberCloud services by Cyber Network SA to the Client. In accordance with its SPLA (Service Provider Licensing Agreement) status, Cyber Network SA can offer a CyberCloud solution, which allows its clients to outsource part of their IT system, through use of a distant infrastructure including all software necessary to run the Client's activities. Against payment of a monthly fee, the Client shall be granted the right to use software that is made available by Cyber Network SA. The Client shall not acquire any other right to the software, in particular no ownership right. These General Conditions apply to the provision of services by Cyber Network SA.

- The hosting terms are designed for a reasonable use of the services provided by Cyber Network SA. In case of unreasonable use of the Services by the Client (e.g., use through scripts) inducing a stability and/or security risk, or having a noticeable influence on the performance of neighbouring software, Cyber Network SA shall have the right to suspend or deactivate the services.
- The Client may not, under any circumstance, resell to third parties the services provided by Cyber Network SA without the latter's prior written consent.

10.2 Liability of Cyber Network SA

Cyber Network SA shall use reasonable efforts to ensure availability of the Services.

The Client recognizes that the CyberCloud service is accessed through the Internet. It further recognises that technical uncertainties and possible technical malfunctions are unavoidable in connection with the use of the Internet and Internet-based communications, and that interruptions of the Services could result therefrom. As a consequence, Cyber Network SA shall not be responsible for any interruption of Service or malfunction, or any loss or alteration of data, due to Internet connection problems or to malfunction of telephone or power lines.

More generally, Cyber Network SA shall not be responsible for any interruption of Service, or low speed of access, that was not caused by its fault. As a consequence, the Client hereby acknowledges and accepts that Cyber Network SA offers no warranty in relation to access to the Services.

The Services may be provisionally suspended for maintenance purposes, where maintenance is necessary or useful to ensure a proper functioning of the Services and of Cyber Network SA's servers. If such suspension is scheduled by Cyber Network SA, Cyber Network SA shall inform the Client as soon as possible, to allow the Client to take all appropriate measures to avoid or reduce the impact of the suspension on its activity.

Without prejudice to the provisions set out in the preceding paragraphs, Cyber Network SA's liability for damages caused to the Client, whether direct or indirect, as a result of the Client's use of the Services, is expressly excluded. In particular, within the limits set by mandatory provisions of applicable law, Cyber Network SA shall bear no liability whatsoever in connection with any and all damages, whether direct or indirect, such as, without limitation, loss of profits, suspension of commercial activity, loss of commercial or other data, suffered by the Client in connection with the performance of the Contract or with its use of the Services.

10.3 Liability of the Client

The Client shall use the Services in strict compliance with the Contract and with all provisions of applicable legislation.

In particular, the Client shall comply with applicable data protection, telecommunication, and copyright legislation.

In addition, the Client shall not communicate or disseminate, through the Internet or the Services, data (such as, without limitation, text, images, sounds, videos, software) that could breach any provision of applicable law, in particular criminal law (e.g., because of their pornographic, violent or defamatory nature).

The Client shall be responsible for any damages caused to Cyber Network SA as a result of a breach of its obligations. The Client shall indemnify and hold harmless Cyber Network SA for and against any damages that could be caused to Cyber Network SA as a result of a breach of the Client's obligations.

10.4 Data processing and data protection

Cyber Network SA shall keep the Client's data on servers located in Switzerland.

Cyber Network SA shall not transfer the Client's data to third parties without the Client's consent.

Cyber Network SA acknowledges that the Client shall remain the owner of its data hosted on Cyber Network SA's servers. Upon the Client's written request, Cyber Network SA shall transfer the Client's data to the Client and, if appropriate, shall permanently delete all of the Client's data that may remain on its servers.

Both parties shall implement all appropriate technical and organizational measures to ensure the protection of the Client's data and prevent any loss, alteration or destruction of data.

10.5 Term and invoicing

Unless provided otherwise, the subscription to the CyberCloud services shall be entered into for a minimal period of one year, ending one year after the date of activation of the services by Cyber Network SA. The agreement between the parties shall be automatically renewed for one-year periods, unless one of the parties sends to the other, in writing by registered mail, a notice of termination at the latest 3 months prior to the expiration of the then current term.

- If the Client does not comply with its payment obligations, or other contractual obligations, Cyber Network SA shall be entitled to suspend all Services. If the Client later complies with all its obligations, it may request Cyber Network SA to resume the Services. In such case, the Client shall pay to Cyber Network SA an amount of CHF 200 (VAT not included) as administrative fee. The Client shall still pay the applicable fee until termination of the agreement. Cyber Network SA's right to terminate the agreement with the Client, in accordance with applicable contractual or statutory provisions is reserved.
- Management of the Client's domain name and costs related thereto are a separate service and governed by a separate agreement.
- If the fees applicable to the services are amended, Cyber Network SA shall inform the Client of the revised fees not less than two months before the revised fees become applicable.

10.6 Termination by the Client

In case of early termination of the agreement between the parties in accordance with applicable contractual or statutory provisions, the Client shall pay the total amount of the fee due until the earliest contractual termination date.

10.7 Termination by Cyber Network SA

Cyber Network SA shall have the right to terminate the agreement with the Client with immediate effect if the services are used, made available or transferred to third parties illicitly or for other purposes that those initially contemplated by the parties.

Cyber Network SA may, in case of abusive use of the services by the Client, suspend or deactivate the services without prior notice and without compensation to the Client. The Client shall be liable for any damages caused by a breach of contractual obligations.

10.8 Applicable law and jurisdiction

The Contract shall be governed by Swiss law.

Any and all disputes arising in connection with the Contract shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland.

Entry into force on 1 May 2012