HOSTING TERMS AND CONDITIONS
[version 6.2/2018]

1. Glossary

For the purposes of this Contract, the terms beginning with a capital letter, whether used in singular or plural, shall have the following meanings:

"**Customer**" is the entity identified as the customer on the Order Form.

"**Financial Conditions**" are the terms set out in Article 6 of the Order Form regarding the payment of the Service Provider by the Customer for the Services.

"**Contract**" comprises all the terms of the Order Form, the Hosting Terms and Conditions, SLAs, and the data protection clauses (Appendix 3).

"**Initial Term**" is the period specified in Article 5 of the Order Form.

"**Order Form**" is the form the Customer uses to order the Services provided by the Service Provider under the Contract.

"**Third Party Licences**" are the licences to be obtained by the Customer granting it the necessary rights in connection with the applications that are part of the Hosted Objects, including the right to host and use them on the Service Provider's servers.

"**Service Provider**" is the entity identified as the service provider on the Order Form.

"**Services**" are the Hosting Services and Additional Services.

"**Hosted Objects**" are the applications and data listed in article 2 of the Order Form and hosted by the Service Provider under to this Contract.

"**Additional Services**" are the services listed in Article 3 of the Order Form provided to the Customer by the Service Provider under this Contract.

"**SLA**" are the terms specified in Appendix 2 regarding service levels.

"**Hosting Terms and Conditions**" are the terms of this document, in their most recently published version as of the signature of the Contract.

"**Authorised Users**" are those persons accessing and using the Hosted Objects on behalf of the Client under the terms of this Contract.

2. Contractual Documents and Purpose

2.1 DOCUMENTS

The relationship between the Service Provider and the Customer is described in the following documents (as amended in accordance with their terms when applicable):

   a.   The Order Form, duly completed and signed by the Customer;
   b.   The Hosting Terms and Conditions;
   c.   The SLA.

2.2 HIERARCHY

In case of inconsistency or conflict between the documents mentioned in Article 2.1, the hierarchy is as follows: Hosting Terms and Conditions, SLA, Order Form.

2.3 PURPOSE

The contract covers the Services ordered by the Customer as per the Order Form, namely Hosting Services allowing access to the Hosted Objects on the Service Provider's servers through an internet connection and any Additional Services provided by the Service Provider.

3. Hosting Services

3.1 HOSTING

Subject to the Customer obtaining the necessary third party licences, the Service Provider will install the applications and allow the Customer to back up the data that is part of the Hosted Objects on its servers and will store these elements on its servers in accordance with this Contract.

3.2 MANAGEMENT OF SERVERS

The Service Provider will configure and manage its virtual servers, including all operating systems, in order to ensure their operation and accessibility as per the SLAs.

3.3 ACCESS RIGHTS

Subject to fulfilling its obligations including obtaining the necessary third parties licences, the Service Provider allows the Customer to access the Hosted Objects and use them in accordance with the third party licences concerned. The Customer can also (and to the same extent) allow Authorised Users access to and use of the Hosted Objects, but is solely responsible for the Authorised User's compliance with the Contractual conditions.

4. Other Service Provider Obligations

4.1 SUPPORT

The Service Provider agrees to provide support services under the conditions defined in the SLA, for the fees set out in the Financial Conditions, if such support services are included in the Services listed on the Order Form.

4.2 MAINTENANCE

The Service Provider agrees to provide maintenance services under the conditions defined in the SLA, for the fees set out in the Financial Conditions, if such maintenance services are included in the Services listed on the Order Form.

4.3 BACKUPS

The Service Provider agrees to provide backup services under the conditions defined in the SLA, for the fees set out in the Financial Conditions, if such backup services are included in the Services listed on the Order Form.

5. Customer obligations

5.1 GENERAL OBLIGATION REGARDING COOPERATION

The Customer agrees to cooperate with the Service Provider for the purposes of the provision of the Services and shall share with it any information in its possession that is necessary or useful for the proper performance of the Services. The Customer also agrees to follow the Service Provider's instructions and recommendations in connection with the Services, including undertaking the training proposed by the Service Provider.

5.2 HOSTED OBJECTS

To enable the Service Provider to provide the Services, the Customer grants the Service Provider the right to access, use, process and transmit the Customer's Hosted Objects, in accordance with this Contract. The Customer acknowledges that sufficient access to the Hosted Objects is essential for the Service Provider to provide the Services and that the Service Provider cannot be held liable in connection with the provision of the Services if the Customer fails to comply with this obligation.

5.3 COOPERATION WITH SUPPORT

To enable the Service Provider to provide support services, including the analysis, diagnosis and resolution of problems that are the cause of an Incident, according to the SLAs, the Customer agrees to promptly inform the Service Provider and provide all information and data relating to the incident in question.

5.4 PREMISES AND INFRASTRUCTURE

At the Service Provider's request, the Customer will allow access to its premises and infrastructure as necessary for the Service Provider to fulfil its obligations.

5.5 THIRD PARTY SOFTWARE

If the Services require the use of third party software, the licence terms for such software apply in addition to this Contract, and the Customer agrees to abide by them.

Registered office :
Groupe T2i Suisse SA
Techno-pôle 1, 3960 Sierre
Tél. +41 58 666 20 20
Fax +41 58 666 20 21

www.groupe-t2i.com - info@groupe-t2i.com

Canada – France – Suisse

1/4

Branch :
Groupe T2i Suisse SA
Rue du Caudray 4, 1020 Renens
Tél. +41 58 666 21 21
Fax +41 58 666 21 22

5.6 SECURITY

The Service Provider shall assign identification codes allowing the Customer and/or its Authorised Users to access the Hosted Objects. It is the Customer's responsibility to protect the confidentiality of such codes. The Service Provider shall not be liable if the codes are misused by the Customer or its Authorised Users, or in the event of unauthorised access by third parties.

6. Warranties

6.1 SERVICE PROVIDER WARRANTIES

6.1.1 LIMITED WARRANTY

The Service Provider warrants that it has the necessary rights to allow the Customer to access and use the Hosted Objects in accordance with the Contract. In addition, the Service Provider warrants that the Hosted Objects shall be available according to the Documentation and in compliance with the SLAs. These warranties are exclusive within the limits of the applicable law.

6.1.2 EXCLUSIONS

The Service Provider does not make any warranties concerning the Services and, in particular, does not warrant that

 a. the servers, including their operating systems, will be free from errors and/or available continuously or that the Service Provider will correct all the errors that might occur on them,

 b. the servers will be accessible in combination with any hardware, third party software, system or data, supplied by the Service Provider or not; or

 c. the Services will meet the Customer's requirements, specifications or expectations.

6.1.3 FAULTS

If the case of errors and/or other faults in the servers, including their operating systems, the Service Provider shall make its best efforts to correct such errors and/or faults via the support and maintenance services, in accordance with the conditions set out in the SLA

6.2 CUSTOMER WARRANTIES

6.2.1 CONTENT AND APPLICATIONS

The Customer warrants that the use, processing and transmission of the Hosted Objects by the Service Provider to provide the Services in accordance with this Contract does not affect any third-party rights.

6.2.2 PERSONAL DATA

If the data transmitted in connection with and/or for the use of the Services include personal data, the Customer warrants to the Service Provider that it is fully compliant with its data protection obligations, including those under the Federal Data Protection Act of 19 June 1992 and respectively the cantonal law applicable to it. As such, the Customer indemnifies the Service Provider against any claim or complaint from an individual whose personal data is reproduced and hosted through the Services.

7. Liability and compensation

7.1 LIABILITY

The Service Provider shall be liable for any damage resulting from mistakes, errors or omissions on its part as well as on the part of its subcontractors that cause direct and immediate damage to the Customer, except for damages caused by minor faults.

7.2 EXCLUSION

The Service Provider and its subcontractors shall not be liable for any indirect and/or consequential losses/damages sustained by the Customer and/or third parties. This includes (non-exhaustive list): profit losses, business losses, revenue losses, customer losses, opportunity losses, costs for obtaining substitute products / services / technology in connection with or arising from the lack of or wrongful performance of the Services, to that extent that such exclusion is permitted under applicable law. In addition, the Service

Provider is not liable for damages resulting from the Customer's failure to use the Hosting Services and Hosted Objects in compliance with the Contract or Third Party Licences applicable, or illegal use.

7.3 LIMITATION

The maximum amount of damages that the Service Provider may be required to pay to the Customer over the term of this Contract shall not exceed the actual amount of the damage suffered and proven by the Customer. It may not exceed the average amount of fees actually paid by the Customer to the Service Provider according to the Contract up to the prejudicial event over a period of twelve (12) months prior to the prejudicial event, insofar as such limitation is admitted in accordance with applicable law.

7.4 INSURANCE

The Service Provider has taken out appropriate insurance to cover risks associated with the performance of its activities. It shall provide any proof of such insurance to the Customer when requested.

7.5 FORCE MAJEURE

Neither party shall be considered in default under this Contract if the fulfilment of its obligations is wholly or partially delayed or prevented as a result of force majeure such as serious natural disasters, wars, riots, strike or electrical/internet malfunctions.

7.1 HOLD HARMLESS CLAUSE.

The Customer shall hold harmless and indemnify the Service Provider (including for reasonable solicitor's and court fees) for any action, suit or proceedings brought by a third party against the Service Provider and resulting from the Customer or its Authorised Users failing to fulfil any Contractual obligation. This includes using the Services in ways other than those permitted under the Contract, the Documentation or Third party Licenses, or the Customer failing to fulfil its legal obligations regarding data protection.

8. Intellectual Property

8.1 SERVICE PROVIDER PROPERTY RIGHTS

The Service Provider and/or its potential licensors hold and shall continue to hold the property rights for all elements of the Services, and any other computer infrastructure (software and hardware) implemented or developed under this Contract.

8.2 CUSTOMER PROPERTY

The Customer and/or any third-party beneficiaries remain the owners of all hardware, software, documents and/or data transmitted to the Service Provider in connection with the Services.

8.3 NO ASSIGNMENT

This Contract and/or the provision of the Services under the terms of this Contract shall not be construed as an assignment of any intellectual property rights to the Customer.

8.4 NO REPRODUCTION

The Customer is prohibited from copying, reproducing, or any other use of the elements of the Software and/or Documentation, except as permitted by the Contract.

8.5 CUSTOMER PROPERTY RIGHTS

Insofar as the Customer owns the data hosted on the Service Provider's servers under the Contract, the Customer retains ownership of such data.

9. Confidentiality

9.1 PRINCIPLE

Each Party undertakes as follows:

 a. to keep confidential all information it receives from the other party and in particular,

 b. not to disclose the other party's confidential information to any third parties, other than employees or agents on a need to know basis; and

Registered office :
Groupe T2i Suisse SA
Techno-pôle 1, 3960 Sierre
Tél. +41 58 666 20 20
Fax +41 58 666 20 21

www.groupe-t2i.com - info@groupe-t2i.com
Canada – France – Suisse
2/4

Branch :
Groupe T2i Suisse SA
Rue du Caudray 4, 1020 Renens
Tél. +41 58 666 21 21
Fax +41 58 666 21 22

c. to only use the other Party's confidential information for the purposes of exercising its rights and fulfilling its obligations under the Contract.

9.2 EXCLUSIONS

Notwithstanding the foregoing, neither of the parties will have any obligation concerning information that:

a. is or becomes public knowledge without the fault of the receiving party,

b. is independently developed by the receiving party,

c. is known by the receiving party prior to disclosure by the other party,

d. is rightfully received from a third party that is not bound by an obligation of confidentiality, or

e. is to be disclosed by court order or as otherwise required by law (in which case the information must only be disclosed to the extent required and after giving written notice to the disclosing party).

9.3 TERM

The parties' confidentiality obligations shall remain in effect throughout the Contract term. After the Contract has ended, these obligations shall remain in effect as long the concerned information remains confidential to the disclosing party and, in any event, for a period of three (3) years after termination of the Contract.

9.4 RETURN OF DOCUMENTATION

Each party shall return all copies of the other party's confidential documents and materials by the end of the Contract (no matter what caused the Contract to end) as soon as possible, but at most within ten (10) days from the end of the Contract.

9.5 THIRD PARTIES

The Parties also agree to ensure that their staff and any agent or third party that might be involved in the Contract shall comply with these provisions.

10. Data Protection and Security

10.1 ROLES OF THE PARTIES

The Client is responsible for all data processing related to the Services (*data controller*). Any data processing by the Service Provider or its subcontractors is done by the Client's order and is limited by the implementation of the Service Provider's obligations under this Contract (*data processor*).

10.2 DATA PROCESSING

The processing of personal data by the Service Provider is governed by appendix 3 which is an integral part of the Contract.

11. Financial Terms

11.1 FEES AND PAYMENT TERMS

The fees for the various Services and the payment terms are stipulated in Article 6 of the Order Form. The Customer must notify the Service Provider immediately of any changes to the reference elements that would affect the fees, in which case the Service Provider may increase the fees accordingly.

11.2 EXCLUSIONS

The analysis, diagnosis and resolution of incidents that are caused by acts and/or circumstances beyond the Service Provider's contractual responsibilities are not included in the fees. These services shall be billed separately at the Service Provider's usual rates.

11.3 OFFSETTING OF CLAIMS

Offsetting any fees due to the Service Provider by the Customer under this Contract shall require the Service Provider's express written consent.

12. Term and Termination

12.1 EFFECTIVE DATE

This Contract comes into force upon signature of the Order Form by the contracting parties.

12.2 TERM

The Contract is entered into for the Initial Term specified in the Order Form from the effective date.

12.3 RENEWAL AND ORDINARY TERMINATION

At the end of the Initial Term or any subsequent renewal period, the Contract will be renewed by tacit agreement for the period set in the Order Form. Unless otherwise agreed upon, the financial conditions applicable to the renewal periods are those applicable at the time of the renewal.

12.4 SPECIAL TERMINATION

If one party seriously breaches its obligations under this Contract and if that party has not remedied this serious breach within thirty (30) days from receiving a notice sent by registered mail, the other party may automatically and immediately terminate this Contract.

12.5 LATE PAYMENT

If the Customer fails to pay the sums due to the Service Provider, after at least two formal notices sent by registered post each indicating a reasonable grace period, the Service Provider may rightfully terminate the Contract following the expiry of the second grace period.

12.6 TERMINATION FEES

If the Customer terminates this Contract for reasons not attributable to the Service Provider, the Customer agrees to pay the Service Provider termination fees as stipulated in the Financial Terms, as well as any other amount that may be due at the end of this Contract according to its terms.

12.7 REVERSIBILITY

At the end of the Contract, the Service Provider shall cease to provide the Services and the Customer will no longer be entitled to access or use the Services. Notwithstanding the foregoing, at the Customer's request, the Service Provider shall provide all reasonable assistance to enable the Customer to take over the activities internally or entrust them to a third party, within three (3) months following the end of Contract. At the Customer's request and for a period of up to three (3) months after the end of the Contract, the Service Provider shall provide the Customer with its data and applications for the purposes of their recovery. At the end of said three (3) month period, and without assuming any legal obligation in this regard, the Service Provider shall remove all or make inaccessible all of the Customer's data or applications still in its possession. The costs incurred by the Service Provider and the assistance provided by the Service Provider's staff in respect of such assistance and data recovery will be invoiced to the Customer according to a quote submitted in advance.

12.8 CONTINUANCE

After the expiry of the Contract, the provisions relating to limitation of liability, confidentiality, data protection, payments and any other provisions which, by their nature, are intended to remain in force, shall continue to do so.

13. Subcontracting

13.1 SUBCONTRACTING CONDITIONS

Unless stipulated otherwise in the Order Form, the Customer specifically authorises the Service Provider to subcontract the performance of all or some of its obligations under this Contract to entities belonging to the same group of companies as the Service Provider, or to any other third party, under the conditions set out in this article 13. The subcontractors listed in Article 7 of the Order Form are presumed accepted by the Customer. The Service Provider undertakes to inform the Customer in advance and in writing of any planned change concerning the addition or

Confidential

Registered office :
Groupe T2i Suisse SA
Techno-pôle 1, 3960 Sierre
Tél. +41 58 666 20 20
Fax +41 58 666 20 21

www.groupe-t2i.com - info@groupe-t2i.com

Canada – France – Suisse

3/4

Branch :
Groupe T2i Suisse SA
Rue du Caudray 4, 1020 Renens
Tél. +41 58 666 21 21
Fax +41 58 666 21 22

substitution of other subcontractors so it can voice any objections in this regard.

13.2 OBJECTIONS

The Customer has a period of 30 days after being informed of the planned addition or substitution of a subcontractor to submit its objections. If the Service Provider confirms the appointment of the subcontractor, the Customer is entitled to terminate the applicable Contract with immediate effect by written notification sent within a period of 2 weeks from receipt of the Service Provider's confirmation. This right of termination is the Customer's sole means of recourse in the event of objection to a new subcontractor. If the Customer fails to respond within either of the deadlines mentioned in this article 13.2 this will be interpreted as acceptance of the new subcontractor.

13.3 SUBCONTRACTOR RESPONSIBILITIES

In any event, if the Contractor entrusts the performance of all or part of its obligations under this Contract to subcontractors, it remains solely responsible for the proper performance of the Services for the Customer according to the terms and conditions agreed upon in this Contract.

14. Non-solicitation

14.1 WAIVER

Unless agreed otherwise by the Parties, each Party undertakes not to employ or engage the services of any of the other Party's employees (whether directly or through an intermediary), unless it has said Party's prior written consent. This undertaking is valid for the term of the Contract and for twelve (12) months after it ends.

14.2 PENALTY

If either party does not comply with this obligation, it agrees to compensate the other party when requested by immediately paying a lump sum equal to twelve (12) times the employee's gross monthly salary when leaving.

15. Final Provisions

15.1 ASSIGNMENT

The Customer cannot assign all or part of the rights and obligations under the Contract, either by means of a permanent or temporary assignment, sub-licensing agreement or any other contract providing for the transfer of said rights and obligations.

15.2 INTERPRETATION

The headings of the sections and articles of this Contract are included for the purposes of convenience only and shall not affect its interpretation.

15.3 SEVERABILITY.

If any provision of this Contract is found to be invalid, non-binding or unenforceable, this shall not affect the other provisions which shall remain in full force and effect. However, the Parties may agree to replace the invalid provision(s).

15.4 ENTIRE AGREEMENT

This contract constitutes the entire agreement relating to the Services between the parties and supersedes any previous or contemporaneous agreement or statement (written or verbal) relating to the Services.

15.5 WAIVER

Any tolerance or waiver by either party during the application of all or part of the commitments provided for in this Contract (whatever the frequency and duration) shall not constitute a modification of this Contract or create any other rights.

15.6 AMENDMENTS.

Any amendment to this Agreement shall be valid only by a written document duly signed by the parties.

15.7 CONFLICT RESOLUTION

In the event of a dispute, and before appealing to the courts, both parties agree to make an attempt at conciliation and give enough time for the other party to decide in writing.

15.8 JURISDICTION

If the parties fail to agree on a compromise or solution, they will then be free to submit the dispute to the competent courts where the Provider's registered office is located.

15.9 GOVERNING LAW.

The Contract is subject to Swiss law, excluding its rules for conflicting laws and any other legislation.

Registered office :
Groupe T2i Suisse SA
Techno-pôle 1, 3960 Sierre
Tél. +41 58 666 20 20
Fax +41 58 666 20 21

www.groupe-t2i.com - info@groupe-t2i.com
Canada – France – Suisse
4/4

Branch :
Groupe T2i Suisse SA
Rue du Caudray 4, 1020 Renens
Tél. +41 58 666 21 21
Fax +41 58 666 21 22