Subscription Terms and Conditions

greenDedicated Servers

<table>
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<tr>
<th>Version</th>
<th>Version 1.4</th>
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<td>Written by</td>
<td>Product management</td>
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<td>Responsibility</td>
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1 Agreement terms and conditions

1.1 Scope of application

These subscription terms and conditions apply to the following versions of the greenDedicated Server as of June 13, 2016:

- greenDedicated Server Eco XXS
- greenDedicated Server Premium L
- greenDedicated Server Eco XS
- greenDedicated Server Premium XL
- greenDedicated Server Eco S
- greenDedicated Server Premium XXL
- greenDedicated Server Eco M
- greenDedicated Server Premium XXXL

From 04 December 2018, these terms and conditions will also apply to the following variants or follow-on models:

- greenDedicated Server Eco S (follow-up model of greenDedicated Server Eco XXS)
- greenDedicated Server Eco M (follow-up model of greenDedicated Server Eco XS)
- greenDedicated Server Eco L (follow-up model of greenDedicated Server Eco S)
- greenDedicated Server Premium Base Model 1
- greenDedicated Server Premium Base Model 2

All other Dedicated Server products prior to June 13, 2016 are excluded from this document, and the previous, separate terms and conditions apply.

This document specifies the contractual rights and obligations between green.ch AG and the Customer.

1.2 Object of the agreement

When the Customer purchases a subscription, he also acquires – with the cooperation and support of green.ch – his own server (greenDedicated Server, hereinafter “server” or “hardware”). The server will be housed in a secure, state-of-the-art green.ch data center. It is the sole property of the Customer. green.ch will operate the server on behalf of the Customer. Remuneration for these services will be periodically calculated and invoiced.

The Customer’s one-time acquisition of ownership and the periodic acquisition of services will be settled within the framework of the payment arrangements, whereby green.ch partially grants the Customer a payment deferral and green.ch prefinance the hardware and/or the software interest-free and free of charges for the Customer.

1.3 Agreement components

By ordering a server package, the Customer declares his full agreement with these Subscription Terms and Conditions, the General Terms and Conditions, and any individually agreed conditions, and therefore enters into a binding contractual relationship with green.ch. Individual conditions include:

- The server versions and the optional operating system.
- Other fee-based options that could be provided.
- The minimum subscription period is one year.
- The individual billing method of quarterly, semiannual, or annual invoicing.
- The defined outstanding balances for purchasing hardware and software.

If there any questions or uncertainty about the terms and conditions of this agreement, it is recommended that the Customer contact green.ch in order to clarify these issues before concluding the agreement.

1.4 Right of withdrawal

green.ch grants the Customer the time-limited right to withdraw from the agreement retroactively. This withdrawal must be submitted in writing within ten (10) calendar days of placing the order. In the case of a withdrawal, the agreement and the services defined within the agreement will be immediately ended and legal ownership of the hardware and software acquired by the Customer will be automatically and fully returned to green.ch.
If the Customer wishes to claim reimbursement for paid services (including services that may not have been used), then this must be clearly and expressly noted in a letter of cancellation. Otherwise, 30 days after the withdrawal, green.ch has the right to assume that the Customer irrevocably waives this claim and forfeits all claims to any positive balance and/or acquired hardware and software. green.ch AG is further entitled to invoice all delivered services and any extraordinary expenses related to the withdrawal from the agreement.

1.5 Services

green.ch will arrange for the server hardware, and optionally a Windows operating system, to be acquired for the Customer. It will be amortized over four (4) years. At the point when services start up, the Customer becomes the (i) owner of hardware required for the services and (ii) licensee of the associated software, whereby green.ch will operate the server for the Customer in accordance with this agreement.

green.ch services and subscription fees include the following:

- Acquiring server hardware for the Customer.
- Prefinancing the server hardware for the benefit of the Customer.
- Acquiring the optional Windows server license for the Customer.
- Prefinancing an optional Windows server license for the benefit of the Customer.
- Housing the server for the Customer in a Swiss green.ch data center.
- Operating the server on behalf of the Customer in a Swiss green.ch data center.
- green.ch warrant for the functioning of the Customer’s server.
- Repairing or possibly replacing the Customer’s server should it become defective.

Option after complete amortization

At the end of the four (4) year amortization period, the Customer has the option of switching to a new server package from green.ch free of charge. This option offers the Customer the following advantages:

- Free parallel operation of the old and new server for one month.
- The fee for the first month for the new server will be waived.
- All setup fees (excluding material) will be waived.

Transfer of data and software is not part of the option and must be individually considered.

If the Customer does not make use of this option, he has no right to any other form of compensation and the existing agreement relationship with its existing conditions will remain in effect.

Exclusions

Physical access to the green.ch data center or the on-site server and all alterations or enhancements are not included in the existing service package. Such services are to be individually and separately agreed and paid. It is generally possible to switch to other green.ch products, but each case must be individually considered and agreed.

1.6 Residual values

After the first year, green.ch will individually define the residual value of the acquired server hardware and Windows licenses. Subsequently, the value will be annually adjusted by 50% of the residual value from the previous year. In all cases, the residual value after the fourth year is CHF 0.00.

Calculation example with individual parameters:

- greenDedicated Server Eco S for CHF 39.90 per month
  + Windows Server 2012 R2 Standard for CHF 25.00 per month
- One-year subscription period that is automatically extended
- Four-year amortization period; three months’ notice as of the second agreement year
(The purchase price for green Dedicated Server Eco S + Windows Server 2012 R2 Standard will be prefinanced by green.ch for the Customer and is included in the stated monthly fees)

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<tr>
<th>Residual Value</th>
<th>Calculation</th>
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<tr>
<td>After the first year, the individual residual value of financing the server and Windows:</td>
<td>CHF 900.00</td>
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<td>After the second year, a reduction of 50% on the residual value in the first year:</td>
<td>CHF 450.00</td>
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<tr>
<td>After the third year, a reduction of 50% on the residual value in the second year:</td>
<td>CHF 225.00</td>
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<tr>
<td>After the fourth year, the final reduction to CHF 0.00:</td>
<td>CHF 0.00</td>
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The residual value is determined per year and cannot be prorated if the agreement is ended within an agreement year. The individual residual value for financing the server and optional Windows operating system can be requested from green.ch customer service at any time.

1.7 Subscription period and cancellation

After the end of the one-year minimum subscription period, operation of the server will continue under the existing conditions unless canceled in writing by the Customer. After the minimum subscription period, the Customer has the right to cancel the agreement with three (3) months’ notice to the end of an invoicing period.

If an agreement is canceled, the service will be stopped when the agreement ends. Until the agreement ends, the Customer also has the option of paying green.ch the calculated residual value and picking up the hardware at green.ch within 20 days of the end of the contract. Alternatively, the Customer can relinquish the hardware, including any licenses (software). In this case, no further costs will be incurred, nor will there be a residual value or a residual positive balance.

If the Customer does not pick up or waives picking up the hardware, then the Customer loses the real and obligatory right to the hardware as well as any licenses or any residual value. When the unused pickup time frame has elapsed, the hardware is considered to have been transferred to green.ch and the Customer can make no further claims against green.ch in this regard. green.ch is not obligated to send a pickup reminder.

A server and any optional Windows license will only be handed over when the Customer has fully and properly paid all open positions, including any residual value. If the handover is to take place during the minimum subscription period, then all periodic fees until the end of the minimum subscription period are due, including any residual value. Under these conditions, the hardware can be handed over before the end of the one-year minimum subscription period and the contract is then considered to be ended.

2 Customer due diligence obligation

Within the framework of the dedicated server products, green.ch provides the servers including their operation in a green.ch data center, and gives the Customer sole and full administrative rights to his server. The Customer is then solely and completely responsible for the following points:

- Ensuring that the server is not accessed by third parties and unauthorized persons.
- Keeping the server up-to-date with the necessary security updates/patches. Staying informed about current security loopholes and taking necessary countermeasures (e.g. antivirus and firewall solutions). The same applies for updating server software, drivers, and firmware.
- Ensuring the ongoing, correct, and complete backup of data on the server, with no exceptions.
- Ensuring that the server is not used for any illegal or criminal activities under Swiss law.
- Monitoring the system (including hardware) and the obligation to immediately report any damage or inconsistencies to green.ch.
- Ensuring strict adherence to and implementation of the license terms of the respective software providers and ensuring proper licensing. It should be noted that especially in the case of Microsoft products, the Customer is personally responsible for selecting the correct licensing model. This also applies when the Customer acquires licenses offered by green.ch.
- Ensuring that required applications are automatically started when the server restarts.
- Ensuring the system integrity and network availability at all times and that operation of the server does not endanger or impact third-party systems or services.
Ensuring that the server is not misused. This is especially applies for:
- DDoS (Distributed Denial of Service) attacks
- Open mail relay/smart host misuse
- Sending spam
- Open DNS resolver
- Phishing, drive-by, spoofing attacks

In the event of breaches, the service can be immediately deactivated. green.ch also reserves the right to terminate the agreement without notice and to seek redress against the Customer for any damage, expenses, or third-party claims. In this case, any claim for reimbursement on the part of the Customer is excluded.

3 Management interfaces

The server can have a management interface or remote console (e.g.: HP ILO, Dell iDRAC, Huawei iBM C, IPMI, etc.). These are free extra services to which the Customer cannot lay claim. However, the Customer does receive access to the management interface and can use the services. Especially for:

- Stopping, starting, restarting the server.
- Using the remote console, especially when the operating system cannot be addressed.

The Customer is not entitled to support services from green.ch for other functions or damages resulting from using the management interface.

green.ch gives no guarantee for correct functioning when the Customer installs an operating system or makes changes to the system preinstalled by green.ch. It is the Customer's responsibility to find out about compatibility and to provide the correct driver/firmware/etc.

It must be ensured that an existing management interface can be accessed. It must also be possible for green.ch support to access the management interface at any time. If access is not possible or is not granted, support services can be suspended.
4 Guarantee and disclaimer

Within the framework of providing services, green.ch warrants the functioning of the Customer’s server. If complications occur or if server components are damaged, the Customer must immediately inform green.ch. In the case of damage, green.ch will try to determine and eliminate the defect or will replace the defective part.

If it is not possible to replace the part or if the right spare parts are no longer available, green.ch will replace the hardware with hardware that delivers equivalent performance.

If damage limits the functioning of the Customer’s server or makes it prematurely unusable, the Customer does not automatically have the right to compensation. green.ch must be granted a reasonable period of time for replacement or repair (possibly by the manufacturer). All necessary work will be performed on work days during office hours (08:00 - 17:30). green.ch cannot guarantee interruption-free operation of the server.

A guarantee claim cannot be made when the damage was caused intentionally, through gross negligence, or through improper handling by the Customer. A guarantee claim can also not be made in connection with the operating system, installed software, drivers, or firmware. In this case, the Customer is responsible for keeping up-to-date with changes and updates and taking the appropriate measures.

Guarantee upon termination
When an agreement is canceled or when the server is removed from the data center, the green.ch guarantee for the server expires. When the Customer takes over the server, no guarantee claim can be made against green.ch. Continued operation of the server is at the cost and risk of the Customer. In the case of damage, the Customer must contact the manufacturer.

If the subscription has been canceled, then green.ch is not responsible for replacing hardware in the case of damage. In this case, the remaining paid subscription period will be refunded to the Customer.

Protection and security
Any liability on the part of green.ch is excluded in the case of damage to the Customer’s server, theft, or loss of data from the Customer server. The risk and business continuity management is solely the responsibility of the Customer. The Customer is responsible for data backup, implementing any geographic redundancy and diversification, and preventing unauthorized access to sensitive data or implementing suitable countermeasures.

If the service or server provided by green.ch is impacted by a third party or due to the lack of appropriate measures on the part of the Customer, then the Customer is not entitled to claim compensation.

5 Miscellaneous

Changes and additions to this agreement must be in writing.

The green.ch General Terms and Conditions are supplementary and ancillary to the terms and conditions of this agreement. In the case of conflict, the terms and conditions of this agreement take precedence over the General Terms and Conditions. Any general conditions on the part of the Customer are excluded.