

## Applicable to every service, product or software provided by EVOLUSO

*EVOLUSO is a brand powered by SNY SOLUTIONS UNIP. LDA*

These General Terms and Conditions and the Specific Terms and Conditions shall be interpreted and applied together as a single instrument (the "Agreement").

This agreement shall become effective as of the date of (1) the Customer electronic signature or (2) the activation of the Customer's account or (3) receipt by the Customer of an e-mail from EVOLUSO confirming the Customer order, whichever happens first.

The Agreement between EVOLUSO and the Customer sets forth the legal rights and obligations governing EVOLUSO offering, provisioning and delivery of the Services and the Customer's receipt and use thereof.

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The Agreement between EVOLUSO and the Customer sets forth the legal rights and obligations governing EVOLUSO offering, provisioning and delivery of the Services and the Customer's receipt and use thereof.

The Agreement in its entirety shall consist of: these General Terms and Conditions, the Order Form, each applicable Specific Terms and Conditions and any applicable additional Terms of Use and/or License pertaining to the software provided under this Agreement. In the event of an inconsistency between a term or condition contained in any document(s) comprising the Agreement, including any incorporated attachments, appendices, exhibits or other documents, the order of precedence, from the most to the least controlling, shall be:

1. The Order Form properly executed by authorized representatives of both EVOLUSO and the Customer;
2. The applicable Specific Terms and Conditions, including any exhibits and
3. The General Terms and Conditions

THESE GENERAL TERMS AND CONDITIONS, AS WELL AS THE SPECIFIC TERMS AND CONDITIONS, MAY BE OBTAINED BY THE CUSTOMER AT ALL TIMES BY REQUESTING THEM TO EVOLUSO. THEY MAY BE MODIFIED BY EVOLUSO AT ANY TIME AS PERMITTED OR REQUIRED BY LAW. EVOLUSO SHALL PROVIDE THE CUSTOMER WITH AT LEAST FIFTEEN (5) DAYS PRIOR NOTICE OF ANY CHANGES THAT WOULD MATERIALLY AND ADVERSELY AFFECT THE CUSTOMER SO THAT THE CUSTOMER MAY ELECT TO DISCONTINUE THE SERVICE AND AVOID THE EFFECTS OF THE CHANGES. EVOLUSO NOTICE MAY BE DELIVERED BY: (1) A MESSAGE INCLUDED WITH THE INVOICE; (2) DIRECTLY BY SYSTEM; (3) POSTAL MAIL; (4) MESSAGE IN THE CUSTOMER ACCOUNT OR (5) E-MAIL. THE CUSTOMER SHALL BE BOUND BY CHANGES AFTER THEY BECOME EFFECTIVE.

- Bandwidth means the rate of data transmission in bits per second using EVOLUSO Equipment.
- Business Hours means 8 am to 12 am and 2 pm to 7 pm (UTC)
- Customer means a person, firm, corporation or any other entity who places an order for a EVOLUSO Service by means of an online or written order form and who is responsible for compliance with all the Customer obligations set forth in the Agreement, including the duty to pay for the Service.
- Customer Content means the data, text, images, graphics, videos, logos and other content and material used by the Customer in conjunction with the Service.
- Customer Hardware means the servers, computers system and connecting lines and cables installed in the Rack Space within the scope of the Housing Services and clearly labeled as the Customer's property.
- Database means both the database server software, and the database itself necessary to perform webhosting.
- Datacenter means the facility used to house computer systems owned, leased or licensed by EVOLUSO.
- Dedicated Server means dedicated physical server with specific technical specifications and functions.
- Domain Name means the Internet address registered and maintained by the Customer and necessary for several services offered by EVOLUSO.
- Email Address means a mailbox identifier provided by EVOLUSO as part of the Email Services.
- End-User means any person or entity that receives or uses the Service, irrespective of whether such person or entity is authorized by the Customer to receive or use the Service.

- Fees: means any fee the Customer shall pay for the provision of the Service by EVOLUSO.
- Operating System means software installed and ran on a server for the execution of various application software.
- Order Form means the part of the Agreement that shall be executed by EVOLUSO and the Customer either electronically or in writing and, which among other things, identifies the Service to be provided as well its technical specifications.
- Party or Parties means the Customer or EVOLUSO individually or both collectively.
- Payment means definitive receipt of the sums due by the Customer on EVOLUSO' account.
- Power Supply means the electrical power provided by EVOLUSO to the Customer as part of the Service.
- Rack Space means a designated area in the Datacenter.
- Recurring Fee means the fees invoiced to the Customer by EVOLUSO for the use and/or provision of the Service on a cycling basis such as monthly, yearly or else.
- Remote Access Service means the distant access to the Dedicated Server offered by EVOLUSO as part of the Server Services.
- EVOLUSO Equipment means the computer systems, and all associated components owned, leased or licensed by EVOLUSO and which are made used by EVOLUSO to provide the Services.
- EVOLUSO Network means the Internet telecommunication network used by EVOLUSO to provide the Service to the Customer.
- EVOLUSO Website means the websites via the following address: [www.evoluso.com/net](http://www.evoluso.com/net)
- Service or Services mean the products and services provided by EVOLUSO and/or EVOLUSO's affiliates, agents, or assigns at any given time.
- Service Start Date means the date when EVOLUSO notify the Customer that the Service is available for their use.
- Shared Rack Space means a designated area shared by several customers of EVOLUSO in the Datacenter .
- Specific Terms and Conditions mean the terms and conditions additional to these General Terms and Conditions which apply to a Service ordered or used by a the Customer.
- Underlying License or Lease means the agreement between EVOLUSO and the Datacenter landlord.

#### 1. Interpretation:

- 1.1 The headings used in the Agreement are inserted for convenience only and are not intended to be part of nor to affect the meaning or interpretation of any of the Agreement.
- 1.2 In the Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
- 1.3 The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 1.4 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.
- 1.5 The Agreement (as varied in accordance with its terms) forms the entire understanding of EVOLUSO and the Customer in respect of the matters dealt with in it and supersedes all previous agreements, understandings and negotiations between EVOLUSO and the Customer.
- 1.6 References in these Conditions to articles mean articles of these Conditions. References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

#### 2. General information:

- 2.1 The main objective of these General Terms and Conditions is to set forth the conditions under which EVOLUSO provides the Services to the Customer.
- 2.2 The Customer expressly acknowledges having read and understood these General Terms and Conditions as well as any document comprising the Agreement. The same shall apply to any third party to whom the Customer will make directly or indirectly benefit from the Service. By placing an order using the Order Form, the Customer accepts the Agreement in its entirety and without reservation. The Agreement shall remain in effect for the entire term of the contractual relationship and any events or circumstances arising there from.
- 2.3 Only the English version of the Agreement is binding upon EVOLUSO and the Customer. Any translation hereof that is available on the EVOLUSO website is provided for informational purposes only; for the avoidance of doubt, only the English version shall apply and prevail in any and all interpretation including but not limited to in a court of law.

#### 3. Establishment of the contractual relationship

##### 3.1 Order Form

The offering, provisioning and delivery of the Services are subject at all times to the receipt and acceptance by EVOLUSO of an Order Form subject to the terms and conditions described below. The Customer's request for Services is embodied by completion of an Order Form available on EVOLUSO Website and/or on request to EVOLUSO. Pursuant to Article 3 hereof, submission of an Order Form to EVOLUSO constitutes acceptance of the Agreement terms by the Customer in their entirety without any possibility of withdrawing such acceptance in whole or in part.

In addition, by submitting the Order Form, the Customer implicitly accepts in advance and without reservation the legal, administrative and technical rules and regulations that are applicable to the Service specified in the Order Form submitted by the Customer.

Notwithstanding the foregoing, if the Customer receives and uses Services without a duly executed Order Form, the Customer nevertheless shall be deemed to have accepted, and therefore will be bound by, all the applicable terms and conditions pertaining to the Services received and used.

### 3.2 Conclusion of the contract

The Order Form executed by the Customer (who shall have full legal competence to enter into a contract) shall only constitute a definitive order upon payment in full of the required emoluments for the Services. EVOLUSO General Terms of Service. The Customer shall receive a confirmation of receipt of their order within a reasonable delay except insofar as EVOLUSO declines to accept the order for reasons specified herein or for any other cause deemed reasonable by EVOLUSO. The Customer shall be deemed implicitly to have received such confirmation pursuant to the provisions of article 3.3 below. With regard to any territoriality issue that may arise hereunder, the Agreement shall be deemed to have been concluded at EVOLUSO's head office, as indicated in the Definitions herein. The Customer agrees that performance of the Service shall begin prior to the conclusion of the legally allowable cancellation period, which means that the Customer will not be entitled to cancel his order after having submitted it. EVOLUSO hereby expressly stipulates that for the purposes hereunder, the Customer is the natural or legal person that executes the Order Form. If a Customer acts on behalf of a legal person, the Customer shall nonetheless be responsible for such legal person's compliance with and fulfillment of the terms of the Agreement, as well as for the payment of any invoice arising from any order that the Customer may have placed.

### 3.3 Handling of Customer Details and acceptance thereof

The Customer agrees that proper communication between them and EVOLUSO on a regular basis is essential to their proper use (including passive use) of the Services. Accordingly, the Customer must properly consult and acknowledge any relevant information transmitted by EVOLUSO. To this end, and in order to allow EVOLUSO to reach the Customer as well as to provide the Services in a proper manner, the Customer agrees to provide EVOLUSO with current and updated address information. Such information shall consist of the Customer's email address, postal address, valid phone number at which the Customer can be reached from 9 a.m. to 9 p.m. GMT/UT (the "Customer Details"). In accepting the General Terms and Conditions, the Customer agrees that all email sent to the Customer by EVOLUSO shall be deemed to have been received and read, immediately upon error-free transmission of such email to the email address provided by the Customer in their Order Form by EVOLUSO email servers.

## 4. Service Provision

4.1 EVOLUSO will use its reasonable endeavors to provide the Services in accordance with any timescale set out on the Order Form, but will not be liable to the Customer where, based on those reasonable endeavors, it fails to meet any timescale.

4.2 EVOLUSO will not be liable for any failure to provide the Services resulting from any breach by the Customer or its employees, agents or subcontractors of the Agreement.

4.3 EVOLUSO will not be obliged to provide any services not referred to on the Order Form. Furthermore, EVOLUSO cannot provide the Services where the Customer makes use of incompatible Hardware.

4.4 The terms of the Agreement form the entire agreement between EVOLUSO and the Customer in relation to the Services and all other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Customer may not rely upon any representation made or given by any employee of EVOLUSO prior to the Agreement being entered into unless confirmed in the Agreement.

4.5 EVOLUSO reserves the right at any time and from time to time improve, correct or otherwise modify all or any of the Services including substituting Software and/or Equipment. EVOLUSO will endeavor to give the Customer reasonable notice of any such modification, where this is reasonably practicable.

## 5. Login name and password Evoluso General Terms of Service

Upon receipt of their first order by EVOLUSO, the Customer will be provided with a login and password automatically generated by EVOLUSO which the Customer must change after its first log-in.

This login and password shall enable the Customer to identify itself to EVOLUSO's servers and to carry out various operations such as ordering Services, renewing Services, paying Customer's invoices. Any modification in the Customer's account shall be subject to entry of the Customer's login name and password.

The Customer shall bear sole responsibility for the management and preservation of the login name and password that they have elected. Any instructions received by EVOLUSO that includes the Customer's login name and/or password shall be presumed to have been submitted by the Customer. Hence, EVOLUSO cannot be held responsible for any fraudulent use of such login name and/or password, which are personal and confidential elements that the Customer shall not disclose to any third party under any circumstances. In the event of loss or theft of the Customer's password, or if the Customer has reason to believe that its password has been disclosed to any third party, the Customer shall modify its password without delay. Additionally, the Customer shall notify EVOLUSO in writing of any change in the Customer's legal or business status (particularly any change of address) pursuant to Article 3 hereof. Any failure on the Customer's part to fulfil this reporting obligation could prevent EVOLUSO from providing the Services in a proper and professional manner, inasmuch as EVOLUSO needs to know the exact identity of the Customer in order to send them information for operations such as Services renewal.

## 6. Services Limitations and suspension

### 6.1 Courtesy Services

Unless expressly specified otherwise in the Order Form, all services such as Backup, Antispam, Domain Name Availability Service and Control Panel are provided for the courtesy of the Customer. It is the sole responsibility of the Customer to maintain the Customer's own backup of any data. EVOLUSO is not responsible for any loss of data due to the direct or indirect action of a third party software that is not developed and maintained by EVOLUSO technical team. For the avoidance of doubt, it is expressly stated here that software used to provide the Control Panel to the Customer are not developed and maintained by EVOLUSO.

#### 6.2 Availability of EVOLUSO Equipment and Network

The Service provision is subject to the availability of all necessary equipment, including those acquired, leased or rented by EVOLUSO from other entities (« EVOLUSO Equipment»). EVOLUSO may, at its sole discretion, decline to accept a Service order if EVOLUSO determines that, based on its existing Equipment at the time of the order and its current and forecasted need to provide other Services, it requires the available Equipment for other Service needs. EVOLUSO may therefore limit its provisioning of the Service, if necessary, in order to manage the EVOLUSO Network and any necessary operation in an efficient manner and to meet the reasonable Service expectations of its existing and future customers based on current and projected available Equipment capacity. In addition, EVOLUSO may restrict or allocate the Service among customers, when necessary, due either to Equipment shortages or causes beyond EVOLUSO's control.

Unless otherwise expressly agreed by the Parties and specified in the Order Form, the Datacenter and more generally the Equipment used to provide the Service shall be of EVOLUSO exclusive choosing. In no event will title to the Equipment vest in the Customer.

#### 6.3 Services Modification or Addition Evoluso General Terms of Service

Any modification or addition to the Services requested after the signature of the Agreement but in the framework of the Agreement shall be subject to a written acceptance of EVOLUSO and governed by the same General Terms and Conditions and Specific Conditions as set forth in the Agreement, unless otherwise agreed between the Parties. In its sole discretion and without liability to the Customer, EVOLUSO may: (a) alter the methods, processes or suppliers by or through which it provides the Service; (b) change the Equipment used to provide the Service; or (c) substitute comparable Service for that being provided to the Customer. If necessary due to the potential impact on affected customers, EVOLUSO will provide prior notice of any alterations, changes or substitutions.

#### 6.4 Services Suspension

EVOLUSO may, without notice and without incurring any liability, discontinue the provision of the Service if: (a) it determines such action is necessary to (i) prevent or protect against fraud, tricks, tampering, schemes, false credit devices, electronic devices, or any other fraudulent means or devices, (ii) protect its personnel, agents, facilities or services, or (iii) protect against actual or potential adverse financial effects; (b) in case of legal obligation, judicial or governmental request, or request from a duly competent regulatory or administrative authority (c) in case of urgent work in the Datacenter and/or on the EVOLUSO Network and/or on EVOLUSO Equipment (d) the Customer fails or refuses to provide information regarding the Customer's creditworthiness, its past or current use of the Services, the jurisdictional nature or characteristics pertaining to its use or planned use of the Service; (e) the Customer provides false information to EVOLUSO regarding the Customer's identity, address, creditworthiness, past or current use of the Service, or the jurisdictional nature or characteristics pertaining to its use or planned use of the Service; (f) the bandwidth or computer memory used by the Customer in relation to the Services exceeds any agreed or stipulated level and EVOLUSO determines in its sole discretion that suspension is necessary to protect EVOLUSO Equipment and/or Network; (g) failure or deficiencies in the Customer Hardware including but not limited to server corruption and security breaches; (h) if the Customer becomes insolvent, makes assignments for the benefit of creditors, files for bankruptcy or reorganization, fails to discharge an involuntary petition for bankruptcy within the time permitted by law, or otherwise abandons the Service, (i) in case of Force Majeure, as defined in article 19 hereafter. Notwithstanding the foregoing, EVOLUSO shall make its best efforts to notify the Customer of the suspension within a reasonable prior delay. Additionally, EVOLUSO shall make its best efforts to limit the suspension period.

#### 6.5 Condemnation or Loss of the Datacenter

EVOLUSO may, with notice to the Customer, suspend or terminate the Service following the condemnation of any material portion of the Datacenter used to provide the Service or if a casualty renders all or a material portion of such Datacenter inoperable and beyond feasible repair.

#### 6.6 Customer's Obligation To Pay

The suspension of the Service pursuant to this article 6 does not relieve the Customer of its obligation to pay EVOLUSO for the Service provided up to the time of suspension. For the avoidance of doubt it is expressly understood by the Customer, that any suspension for any cause will not relieve the Customer from paying all Fees applicable to the Service until the end of the Initial or any Renewal Term, the Customer will be obligated to pay EVOLUSO as if they had terminated the Service for their convenience. EVOLUSO General Terms of Service. In all instances, EVOLUSO shall not be held responsible or liable for any consequences and/or damage that the Customer may suffer due to a Service suspension.

## 7. Service Delivery

The Customer acknowledges that, given the nature of the Services, EVOLUSO cannot guarantee that the Services, when delivered via the Internet, will be uninterrupted or error free. EVOLUSO shall therefore act as a professional IT service provider but shall not guarantee the continuity of the Services or their performance. To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by EVOLUSO to the Customer on an “as is” and “as available” basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement including as to satisfactory quality and fitness for a particular purpose. In particular, EVOLUSO gives no warranty or representation that (a) the Services will meet the Customer’s requirements and/or (b) the Services will be provided on an uninterrupted, timely, secure or error-free basis; and/or (c) any results obtained from use of the Services will be accurate, complete or current. EVOLUSO warrants that it will provide the Services with reasonable care and skill and in a workmanlike manner. EVOLUSO shall however not be liable for a breach of such warranty unless the Customer notifies EVOLUSO in writing of such failure within fourteen (14) days of the Customer becoming aware of the failure. If the Customer makes a valid claim against EVOLUSO based on a failure by EVOLUSO to comply with the warranty set out in article 6.2 EVOLUSO may, at its option, take such steps as it deems necessary to remedy such failure or refund such part of the Fees as relates to such Services, provided that the liability of EVOLUSO under such warranty will in no event exceed the amount of the Fees paid to EVOLUSO by the Customer in the two (2) months period prior to the date on which the Customer makes the claim. If EVOLUSO complies with this article, it will have no further liability for a breach of the said warranty

## 8. Support service

8.1 Any request from the Customer for technical support shall be sent to EVOLUSO, via the dedicated area available in the Customer’s account and only when this means of communication will not available by email at one of the following addresses depending on the Services provided by EVOLUSO: at support@evoluso.com or info@evoluso.com.

8.2 Unless otherwise agreed between the Parties and specified in the Order Form, EVOLUSO shall provide support during Working Days only, between 8 a.m. to 12 a.m. and between 1 p.m. and 5 p.m. GMT/UT (« Support Hours ») and if possible reply to the Customer request for support during the Working Day following the day during which the request have been received.

8.3 EVOLUSO support shall be covered through a ticket system. For every half Support hour, one ticket will be charged. Every started half Support Hour is due in full. The cost of each ticket shall be specified in the Order Form.

8.4 While providing support services, EVOLUSO shall use its best efforts but shall not guarantee any result.

## 9. Tariff, Invoicing, Payment

### 9.1 General provisions

Unless otherwise specified, all fees are net, in euro (EUR). All similar taxes and all payment costs shall be paid by the Customer. EVOLUSO reserves the right to adapt its fees at any time to take into account any factor such as any new or modified requirements imposed by its suppliers, any monetary parity that may take effect, or any EVOLUSO General Terms of Service supplementary taxes that may be levied. EVOLUSO shall inform the Customer of such adaptations, if possible prior to their application. EVOLUSO may modify the applicable fees and charges on not less than fifteen (5) days prior notice to the Customer. Except as expressly provided otherwise in the Order Form, the rates and fees for the Service shall be effective during the Initial Term of the Service and during any Renewal Term. For any period started either monthly, yearly or else, every period started is due in full. For any Service paid per hour, every started hour is due in full.

### 9.2 Invoicing

The Customer agrees that any invoice for Services provided by EVOLUSO shall be transmitted to the Customer electronically to the email address provided by the Customer in its Contact Information. The Customer shall be entitled to ask EVOLUSO to send the Customer a printed invoice, in consideration of the applicable administrative fee. In view of the fact that the email address provided by the Customer in their Contact Information must be valid, active and available seven (7) days a week, the Customer shall not be entitled to lodge any claim with EVOLUSO in the event an emailed invoice is not received. In addition, EVOLUSO shall indicate in the Customer’s account, for the Customer’s information, all invoices that have been issued to the Customer’s account, as well as the payment statuses of such invoices.

### 9.3 Pro forma and Invoice

The first doc delivered to the Customer is the Pro forma. Pro forma and is not valid as a Commercial Invoice. This doc is delivered when Customer complete the order and is generated a new Pro forma for each billing period. The total payment amount is shown in the Pro forma and the Customer must make the payment based on the total amount of the pro forma. The invoice will be sent a few days later via email in PDF format. The customer must have all details for billing correctly filled in the client area. The details required for billing invoice are the following: Full Name, Tax ID, Full Adress, Zip Code, Country. In case of these details are not fully completed, we will have to charge you the invoice with VAT as final consumer.

### 9.4 Taxable and Non-Taxable

EVOLUSO UNIP. LDA as a European Company, is forced to invoice their Customers according with the European Laws. All European Customers must pay the Tax VAT according with the laws of your Country. Customers are not required to pay this tax if: The customer is located outside of the EU, is a non-EU or VAT-owning company located in the EU. (VAT No. is required). Non-EU Customers will not pay the VAT if all billing details (Full Name, Tax ID, Full Adress, Zip Code, Country) are correctly filled in your Client Area.

#### 9.5 Recurring Fee

For the provision of the Service, the Customer shall pay a recurring fee (the «Recurring Fee»). The Recurring Fee is based on the Service selection made by the Customer in their Order Form.

#### 9.6 Non-Recurring Fee

The Customer shall pay a one-time fee for the Service including, but not limited to, fees for the Service installation, or any special fees such as charges for overconsumption of bandwidth, Power Supply or else for which the Customer becomes responsible

#### 9.7 Fees imposed By Other Suppliers

If an entity imposes fees on EVOLUSO in connection with the provisioning of the Service to the Customer, such fees will be invoiced by EVOLUSO on a pass-through basis to the Customer.

#### 9.8 Invoicing and Payment

The Recurring and Non-Recurring Fees are due from the order date. The Recurring Fee shall be charged at the beginning of each monthly and/or yearly period in advance. The Customer accepts that the invoicing frequency may be changed at any time by EVOLUSO. The setup costs shall be invoiced in full on the Order Form acceptance date and paid before the installation of the Services by EVOLUSO. EVOLUSO support services shall be charged after the intervention or after closing of one or several intervention tickets mentioned in article 8 here above. Unless otherwise agreed in writing by the Parties all payment shall be made within seven (7) days following the date specified on the invoice. (the «Payment Deadline») Payment of the invoices shall be made at the head office of EVOLUSO and in euro (EUR). Any additional fee attached to the payment shall be at Customer's expense. Foreign payments shall be carried out at the transferor's expense (for example, foreign bank transfers shall bear the indication «our cost» or «OUR»). The net amount received by EVOLUSO shall be strictly equal to the price due by the Customer. Where the Customer authorizes payment of any of the Fees by credit and or debit card then EVOLUSO may deduct other amounts becoming payable to it under the Agreement from that credit or debit card without obtaining additional authorization from the Customer.

#### 9.9 Payment Delay

Any invoice or amount not paid upon falling due shall be subject, without formal notice, to monthly interest charges amounting to 10 per cent (10%) of the unpaid amount, and aggregating until the outstanding amount is paid in full. Additionally, EVOLUSO shall be entitled without formal notice to (a) invoice administrative costs amounting to seventy-five euros (75 EUR) by overdue invoice and (b) suspend the Services and/or (c) terminate the Agreement, with retention of the Customer Hardware without reimbursement of all sums already paid, even in advance. If the Customer's account bares an unsettled invoice five (5) days before its prior notice date, said Account will be suspended. If a further invoice falls due during the suspension of the Customer's account, then this will be added to outstanding balance owed by the Customer. If the Customer's account bares an unsettled invoice twenty (15) days after the due date, said invoices will be passed onto a Debt Recovery Agency, where additional recovery charges and court cost may accrue. Without prejudice to any other of its rights and remedies, EVOLUSO will be entitled to remove the Customer's data from EVOLUSO Equipment and/or put the Equipment to any use other than the Customer's if any amount due under the Agreement is not paid within sixteen (16) days of its due date for payment. EVOLUSO is not required to back up such data or return the same to the Customer prior to any such removal or following termination of the Agreement.

#### 9.10 Customer Responsibility for Payment

The Customer shall pay EVOLUSO for the Services at the applicable Recurring, Non- Recurring and usage rates and fees established from time to time by EVOLUSO. The Services requested by the Customer in their Order Form shall identify the type and quantities of the Service desired, the requested term of the Service and such other information required by EVOLUSO to provision and invoice the Service.

#### 9.11 Invoicing Errors

EVOLUSO's obligation with respect to any errors resulting in the Customer overpayments for the Service is limited to granting invoice credits equal to the amounts erroneously billed. Under no circumstance will any invoicing error affect the Customer's obligation to pay for the Services rendered and used.

#### 10. Property Retention

Any product purchased by the Customer from EVOLUSO shall remain EVOLUSO's property until reception by EVOLUSO of the payment of the entire purchase price including all interests, costs and incidental expenses.

#### 11. Intellectual Property

The Customer acknowledges and agrees that they will not own nor acquire any rights under this Agreement in any Intellectual Property or related rights to the Services or created in performing the Services and that they will have no other rights in or to the Services other than the rights expressly granted by the Agreement.

#### 12. Term and termination effects

##### 12.1 Term and Renewal

The initial term of the Service shall be as set forth in the Order Form («Initial Term») and shall begin on the Service Start Date. If no Initial Term is set forth in the Order Form, the Initial Term of the Service shall be one (1) year. If neither the Customer nor EVOLUSO cancels or terminates the Agreement before the end of the Initial Term or any Renewal Term, the Agreement, unless otherwise provided in the Order Form, shall automatically renew for an EVOLUSO General Terms of Service, identical term pursuant to the rates, terms and conditions contained in the Agreement.

If the Customer notifies EVOLUSO of its intent to terminate the Agreement, the actual termination of the Agreement will not occur until at least thirty (30) days after receipt of the Customer's notification. If the Customer has chosen to subscribe to the Service for a minimum term or for a minimum committed usage amount, and the Customer terminates the Agreement before the end of the Initial Term or any Renewal Term before satisfying the minimum, or if the Agreement is terminated by EVOLUSO for cause, the Customer shall be subject to an applicable early-termination fee or committed usage amount shortfall fee amounting at least to the sum of the Recurring Fees to be paid until the anniversary date of the current Term. If the Term of the Agreement is monthly, either party may terminate the Agreement by providing the other party with written notice of termination at least ten (10) days prior to the intended termination date.

#### 12.2 Termination

This Agreement may be terminated or cancelled at any time by:

- The Customer as provided in article 12.1; or
- EVOLUSO in the event of late payment by the Customer as foreseen in article 9 here above; or
- EVOLUSO, at any time, without notice, if, in EVOLUSO's sole and absolute discretion and/or judgment, the Customer is in violation of any term or condition of this Agreement and related agreements, or Customer's use of the Services disrupts or, in EVOLUSO's sole and absolute discretion and/or judgment, could disrupt, EVOLUSO's business operations and/or;
- EVOLUSO, by giving the Customer as much prior notice as reasonably practicable if the Services become prohibited by applicable law, or become impractical or unfeasible for any technical, Terms of Service or regulatory reason; or
- EVOLUSO, immediately, if EVOLUSO determines that the Customer's use of the Services or the Customer Content violates any terms of the Agreement.

#### 12.3 Termination effects

If the Customer terminates this Agreement, upon proper notice to EVOLUSO, prior to the end of the Initial Term or any Renewal Term thereafter, the Customer shall be obligated to pay all Fees and charges for all Services for each period remaining in the then-current Term. Any cancellation request shall be effective thirty (30) days after receipt by EVOLUSO, unless a later date is specified in such request. If EVOLUSO cancels this Agreement for cause, EVOLUSO may charge the Customer 100% of all charges for all Services for each period remaining in the then-current Term and EVOLUSO shall have the right to charge the Customer with an early-termination fee of a minimum of fifty euros (€ 50). For the avoidance of doubt, it is expressly understood by the Customer that no refund shall be granted for an early termination. UPON TERMINATION OF THIS AGREEMENT FOR ANY CAUSE OR REASON WHATSOEVER, THE CUSTOMER CONTENT AND OTHER DATA IS DELETED UPON TERMINATION. Accordingly, the Customer should always maintain back-up copies of the Customer Content and data so the Customer may use such copies elsewhere after such termination. Upon termination of the Agreement, if the Customer does not wish to keep the Domain Name registered as part of the Service, EVOLUSO will take possession of the Domain Name and dispose of it as EVOLUSO may see fit.

#### 12.4 Customer Hardware removal

Upon termination, and if applicable the Customer, at its expense, will receive written notice from EVOLUSO establishing a time period within which the Customer must remove the Customer Hardware from EVOLUSO premises. The Customer Hardware not timely removed shall be deemed Evoluso General Terms of Service to have been abandoned by the Customer and shall become the property of EVOLUSO to do with as it sees fit.

#### 12.5 Cancellation and renewal

Cancellation and renewal must be done five (5) days before the contract expires.

If the client fails to do so, the server will be deemed canceled and will automatically shut down in same day

#### 12.6 Refund/Return

No Refund/return will be Provided under any circumstances after the service is installed and sent to the client.

##### 12.6.1 Non-services / Funds and credit balance

If for any reason was charged any tax/fee or other value for a non-service, this value will not be refundable. Funds deposited in your balance and no service active on moment, or no cancellation request for any service active, the value will be refundable with a tax of 50%. Balance generated from credit invoices the value will be refundable at 100% with 0% tax.

#### 13. EVOLUSO Responsibility – Indemnification (liability and warranty)

##### 13.1 Direct and indirect damages

Even if advised of the possibility of losses or damages, EVOLUSO shall not be liable, except as set forth herein, for any losses or damages resulting from: (a) its provisioning of the Service to the Customer; (b) any act or omission of the Customer, those using the Customer's Service or third party entities providing products used in connection with the Service; or (c) the loss or destruction of the Customer data resulting from the use of the Service. EVOLUSO shall solely be liable to the Customer for any property damage to the Customer Hardware and/or Content caused by its gross negligence or willful misconduct but in no event shall EVOLUSO liability be greater than an amount equal to the sum of the payments made by the Customer to EVOLUSO during the month immediately preceding the event for which losses or damages are claimed. By entering into the Agreement and remaining a EVOLUSO' customer, the Customer manifests its acceptance of this limitation on direct damages as fair and reasonable.

### 13.2 Delays

EVOLUSO shall not be liable to the Customer for losses or damages resulting from its inability to provide the Service or from any delay in meeting a scheduled Service Start Date. If there is a delay in the Service installation, the Customer's exclusive remedy is set forth in the applicable Specific Terms and Conditions.

### 13.3 Facilities, services, equipment or systems of third parties

EVOLUSO shall not be liable for the unavailability, or deficient performance, of any facilities, services, equipment or systems used in connection with the provision of the Services that are under the control of the Customer or any third party, even if EVOLUSO have acted as the Customer's agent in procuring such facilities, services, equipment or systems from third parties. The Customer's rights with regard to the unavailability or deficient performance of such facilities, services, equipment or systems not provided by EVOLUSO shall be strictly as established by the supplying entity.

### 13.4 Customer's failure to fulfill its obligations

EVOLUSO shall not be liable to the Customer or any third party for the Customer's failure to fulfill its obligations, including, without limitation (a) obtaining, installing and maintaining all necessary equipment, materials, and supplies for interconnecting the Customer or third-party facilities, services, equipment or systems to the Services (b) securing all licenses, permits, approvals, rights-of-way, access rights, including ingress and egress from buildings, and other arrangements necessary to install, receive and use the Services; (c) ensuring that the Customer or third-party facilities, services, equipment or systems interface properly with the Services (d) ensuring that the signals delivered to the Service are fully compliant with industry standards and that such signals do not damage EVOLUSO's property or personnel, or degrade the Service to other EVOLUSO's customers.

## 14. Customer obligations

### 14.1 Use and maintenance of the Equipment

If the Customer, its agent or contractor fails to operate and maintain the Datacenter or any facilities provided by EVOLUSO with the result that there is harm or imminent harm to EVOLUSO, the Services or other customers, EVOLUSO may require the Customer, at its expense, to acquire, install and use protective equipment designed to eliminate such harm. If the protective equipment fails to eliminate the harm, EVOLUSO, following the delivery of written notice to Customer, may suspend or terminate the Service, without any liability or further obligation to the Customer.

### 14.2 Notice of Claims and Problems

The Customer shall immediately notify EVOLUSO upon receipt of any information that might adversely affect EVOLUSO, including, but not limited to, notices of any claims or proceedings that involve the Service, and the Customer shall promptly notify EVOLUSO of any problem relating to the Service or the Service performance and reasonably cooperate with EVOLUSO in repairing the Service problem.

## 15. Personal Data

Personal data pertaining to the Customer will be stored in EVOLUSO files in a secure location, under its control. The Customer can exercise its right to access and correct such data by contacting EVOLUSO in writing. EVOLUSO shall not store such data any longer than is necessary for the efficient execution of the Agreement. The Customer expressly authorize EVOLUSO to process such data for purposes of running its customers' database, to guaranty the transparency of the system if needed with regard to any applicable rule and to transmit such data in accordance with a legal obligation, a judicial or governmental request or a request from a duly competent regulatory or administrative authority.

## 16. Force Majeure

EVOLUSO shall not be responsible for any delay or non-performance resulting from any event of force majeure, as the latter is commonly defined by custom, law and the courts, or for any outage in any electrical grid, telecommunications or Internet system. Furthermore, are included in the list of force majeure events (non exhaustive list) any circumstance over which EVOLUSO have no sole and direct control and any event that leads to economic imbalance for EVOLUSO preventing the continuity of the Agreement in the same conditions. If EVOLUSO fails to fulfill their contractual obligations due to a Force majeure event, EVOLUSO shall inform the Customer as soon as possible. The Service shall be suspended from the appearance of the force majeure event until its disappearance.