General Conditions for the Provision of Cloud Services

1. Object

1.1. The purpose of these General Conditions is to establish the rules governing the provision of Cloud services by Ar Telecom - Acessos e Redes de Telecomunicações, S.A., a public limited company, with registered office at Edifício Diogo Cão, Doca de Alcântara Norte, 1350-352 Lisbon, with the sole number of company and registration number at the Lisbon Companies Registry 506 303 810, with the share capital of € 8,644,939.11 ("Ar Telecom") to the customer identified in the Cloud Services Purchase Form ("Customer").

1.2. The Cloud Services offer made available by Ar Telecom to the Customer is detailed in clause 2.

1.3. The services to be provided by Ar Telecom to the Customer ("Services") are identified and detailed in the Cloud Services Purchase Form subscribed by the Customer ("Form").

1.4. The Form, the commercial proposal submitted by Ar Telecom and accepted by the Customer ("Commercial Proposal"), the Service Levels for the Cloud Services and these General Conditions constitute the agreement between the parties ("Agreement").

2. Services

2.1. Housing - is the service which allows the Customer to rent space at Ar Telecom's premises, located in Portugal, to house computer equipment. With this service Ar Telecom provides the Customer:
   a) Accommodation of the equipment in air-conditioned rooms, with an anti-fire system, controlled access and guarded 24 hours a day;
   b) One network point and one IP per server for Internet connectivity;
   c) Internet connectivity with the bandwidth indicated in the Service Subscription Form or Commercial Proposal;
   d) Uninterruptible power supply (UPS and generator);
   e) Surveillance cameras in the common services;
   f) Surveillance card systems in the common services.

2.2. Virtual Data Center - is the service that provides the customer with virtual servers (processing capacity and memory) and/or data storage space and/or bandwidth, all through equipment (hardware) owned by Ar Telecom or third parties hired by it. The service provided has the following characteristics:
   a) The hardware may or may not be shared by several clients, and each client is responsible for the respective access to the contracted infrastructure.
   b) The Service guarantees access to maximum use of memory, disk space, bandwidth and processing capacity;
   c) The Customer is responsible for all access to the virtual infrastructure contracted, as well as for the respective traffic and data stored therein, which Ar Telecom is completely unaware of.

2.3. Data Protection - a set of data protection services, consisting of backup hosting, information replication and data repositories at Ar Telecom's premises, for customers whose primary data is located outside Ar Telecom. The following services are part of Data Protection:
   a) Backup as a Service - service that allows backup copies of systems at customers' premises, to a repository at Ar Telecom.
   b) Veeam Backup Connect - service that allows a data repository located at Ar Telecom to be added to a Veeam-based backup system owned by the Customer.
   c) DR as a Service - virtual machine replication and backup computing capacity solution, which enables the rapid start-up of an IT infrastructure at Ar Telecom in the event of a disaster and consequent inoperability of the infrastructure at the Customer's premises.
   d) Veeam DR Connect - service that adds a data repository and capacity plan with compute reservation to a Veeam based system owned by the Customer.
   e) 365 Backup - Veeam-based solution that enables the backup of data located on the Microsoft 365 platform to a repository located at Ar Telecom.
   f) Cloud2Cloud Backup - Arcserve-based solution that enables the backup of data located on a SaaS platform (Microsoft 365, Microsoft Dynamics, Sales Force, Google workplace) to a repository located on ArcServe's own Cloud.

   For the purpose of this Agreement, content is considered to be any and all electronic data, including audiovisual data, in any way stored, disclosed and/or made available by the Customer in any repositories hosted in Ar Telecom's infrastructure within the scope of the data protection service.

2.4. VMware vCloud dedicated cloud - service that provides dedicated server hardware infrastructure with storage volumes dedicated to the cluster, embedded in the VMware Virtual data centre platform with vCloud Director portal.

2.5. Baremetal Dedicated Cloud - service which provides, on a monthly rental basis, hardware infrastructure on a dedicated server with internal storage and the possibility of hiring tailor-made storage configurations.

3. Subscription to services

3.1. When signing the Contract, the Customer undertakes to provide the respective corporate and tax identification data truthfully, correctly, and up to date, being civilly and criminally liable for the information provided.

3.2. For verification purposes, Ar Telecom may require you to show the identity card/citizen card or passport of the legal representative(s) who binds you.

4. Provision of services

4.1. Ar Telecom guarantees the Customer access to the Services, in terms of equality, transparency and non-discrimination, in accordance with the applicable legislation, upon payment of the applicable prices and in accordance with the commercial conditions established between the parties and with the technical constraints existing for each type of Service.

4.2. Ar Telecom ensures the provision of the Services in a professional and competent manner, and with the quality measured by the service levels ("SLA") defined in Service Levels for Cloud Services and with the values set out in the Form, except in the situation of interruption set out in clause 7, any technical or legal impossibility attributable to third parties or situations not controllable by Ar Telecom that may be included in the concept of force majeure, namely war (declared or not), civil insurrection, terrorist acts, governmental decisions, earthquakes, floods or other natural disasters.

4.3. For the purposes of accessing and using certain Services, Ar Telecom will provide a unique user code and create a password for each customer, which may be changed by the customer at any time.

4.4. The aforementioned identification elements (user and password) are not transferable and may not be the object of any type of commercialization or transfer of use to third parties, with the Customer assuming full responsibility for the respective use and safeguarding.

4.5. The customer acknowledges and accepts that Ar Telecom is not responsible for internal or external intrusion attempts on Customer's network and Customer agrees to alert Ar Telecom as soon as possible when such attempts occur.

4.6. The customer acknowledges and accepts that Ar Telecom cannot guarantee the technical quality of the conditions of interconnection of its network with other networks, national and international, that support the Services, when these are ensured through equipment that is not directly controlled by Ar Telecom.

4.7. Ar Telecom may add new features to the Services without prior notice to the Customer, provided that all the features originally contracted for are maintained.

4.8. You acknowledge and agree that Ar Telecom will periodically audit the servers and other equipment to safeguard compliance with legal obligations and to protect the intellectual property rights of third parties.

4.9. The Customer acknowledges and accepts that, to carry out the audits mentioned in the previous point, it is necessary to have installed in each virtual server a monitoring agent provided by Ar Telecom.

5. Service activation

5.1. Unless otherwise stated in the Form or the Commercial Proposal, Ar Telecom will activate the Services within 15 (fifteen) business days from the date of signature of the Form, unless there is a technical or legal impossibility outside Ar Telecom's control, in which case Ar Telecom will inform the Customer within 5 (five) days from the date in which the impossibility is detected.

5.2. The provision of the Services may be subject to previous tests, in which case the Customer will allow such tests and will cooperate with Ar Telecom for such purpose.

6. Use of services

6.1. The Customer undertakes to make an appropriate and reasonable use of the Services, and not to use the Services (i) to cause damage to third parties or Ar Telecom, (ii) to create, propagate or maintain and store illegal, improper or defamatory content, (iii) in violation of any general principle of Public Order or any law or regulation in force, and/or (iv) in breach of any regulation, notably regarding intellectual property rights, industrial property and the protection of personal data

6.2. The Customer agrees to comply with the Policy for Responsible Use of Services ("PUR") available on Ar Telecom's website (www.artelecom.pt) and to regularly check this website for any revisions to the PUR.

7. Suspension of services

7.1. The Customer acknowledges and accepts that Ar Telecom may suspend the Services if any of the following situations occur: (i) Customer defaults in the payment of any amounts due; (ii) Customer violates the conditions of access and/or use of the Services; (iii) When the security or integrity of the infrastructure that supports the Services is at stake; (iv) If there are reasonable grounds to suspect that the Services are being used by the Customer or a third party for illegal purposes; and (v) Technical maintenance.

7.2. The Customer acknowledges and accepts that Ar Telecom is not liable for any loss of data/information that may result from the suspension of service in the event of the Customer's breach of any of its obligations under the Agreement.

7.3. Suspensions of Service in the terms indicated in 7.1 will not be counted for SLA measurement purposes.

7.4. Suspension of the Services under 7.1 (i) may only occur after 20 days of Ar Telecom's notice of default.

7.5. Where suspensions are of a foreseeable nature, Ar Telecom will give the Customer adequate prior notice of their occurrence.

7.6. The Customer acknowledges and accepts that suspension of the Services as set out in 7.1 does not entitle the Customer or any third party to any claim for any costs, charges or compensation in respect of such suspension.

8. Technical support

8.1. Ar Telecom ensures the Customer a permanent customer service, disclosed on its website (www.artelecom.pt) for reporting faults and requesting technical support and changes to the Services.

8.2. Ar Telecom shall ensure the repair of breakdowns that occur in the provision of the Services and the maintenance and repair of the infrastructure and equipment used in accordance with the service levels set out in the Form.

8.3. The Customer agrees to inform Ar Telecom immediately if it detects any anomaly or malfunction in the Services.

8.4. The Customer undertakes to cooperate with Ar Telecom in the identification of any anomaly or malfunction, to allow its rapid correction when requested by Ar Telecom.

8.5. Ar Telecom agrees to agree with the Customer the date and period of time necessary for the repair, whenever such repair requires access to the Customer's site.

8.6. The Customer acknowledges and accepts that Ar Telecom may be able to record the telephone calls made for the Technical Support Service for quality control purposes and keep the recordings for the legally prescribed period.

9. Copyright and Industrial Property

9.1. All copyrights and industrial property rights, relating to technical specifications, software, manuals, or any other material provided by Ar Telecom to the Customer belong exclusively to Ar Telecom or the entity that has licensed it for that purpose.

9.2. The Customer agrees not to make any unauthorized use of the software, manuals and other materials referred to above, namely, not to decompile, reproduce or in any way alter or transmit to third parties the same, as well as not to develop other products that incorporate the contracted software, and the Customer shall be liable to Ar Telecom for any losses suffered by the latter due to the violation of these obligations.

9.3. The Customer undertakes to follow the instructions given to it by Ar Telecom regarding the use of trademarks or other rights owned, directly or indirectly, by Ar Telecom.

10. Responsibilities

10.1. The Customer is responsible for compliance with the obligations arising from this Agreement, even if the Services are intended to be enjoyed by a third party.

10.2. The Customer assumes sole responsibility for any consumption arising from anomalous or fraudulent traffic originated or processed by itself through the network and other systems of Ar Telecom, being obliged to pay Ar Telecom and, if applicable, its partners all charges resulting therefrom.

10.3. The Customer assumes sole responsibility for damage suffered by it or third parties because of the installation or use of unauthorized/licensed versions of software or other content on equipment or systems affected to the Services.

10.4. The Customer assumes sole responsibility for the security and integrity of its network and equipment, as well as for the files, programs and/or content that it hosts on Ar Telecom's infrastructure during the use of the Services, being obliged to indemnify for any damages caused by their improper use.

10.5. The Customer is responsible for the control and administration of the IP address pool assigned to it by third parties.

10.6. The Customer is responsible for regulating relations between itself and each of the authorized users and must inform them of the obligations and rights that fall upon it under the Contract.

10.7. The customer is responsible for periodically making and maintaining up-to-date backups of data hosted on Ar Telecom's systems.

10.8. Ar Telecom may only be held liable for damages or losses directly or indirectly attributable to you by way of willful misconduct or gross negligence and shall not be liable for loss of revenue or profits or any extraordinary loss resulting from damage caused by the fault of the Customer or any third party.

11. Customer data

11.1. The Customer's corporate and tax identification data are mandatory, unless it is indicated that it is optional, and its communication is a legal and contractual obligation and a necessary requirement for the conclusion of the Contract, with the consequence of its refusal to supply this data being the impossibility to conclude the Contract.

11.2. The Customer undertakes to provide and keep his corporate and tax identification data truthfully, correctly and up to date.

11.3. The Customer undertakes to inform Ar Telecom of any change in its corporate and tax identification data, namely, change of company name, address/head office, demerger, merger, insolvency or Special Corporate Revitalisation and Recovery Process or similar, within 10 days from the date of the respective change.

12. Personal details

12.1. The personal data provided by the Customer under the Agreement ("Personal Data") will be processed by Ar Telecom for the following purposes: (i) Performing the necessary pre-contractual diligence to process the Customer's request; (ii) Performing the Agreement to which the Customer is a party; (iii) Complying with the legal obligations to which Ar Telecom is subject; (iv) Pursuing Ar Telecom's legitimate interests, namely the prevention of fraud and abuse of the Customer's use of the services; and (v) Communication purposes, such as marketing, promotions and sending newsletters.

12.2. Ar Telecom may disclose Personal Data to third parties if necessary to comply with legal obligations to which it is bound, namely to the National Communications Authority (ANACOM), the National Commission for Data Protection or the Tax Authority.

12.3. Ar Telecom undertakes to keep the Personal Data during the term of the Agreement and, upon termination, for the period necessary to comply with legal obligations to which it is bound, destroying them afterwards.

12.4. Ar Telecom undertakes not to transfer Personal Data outside the territory of the European Union. If Ar Telecom outsources service providers located outside the European Union, it will choose those established in countries with an appropriate legal framework.

12.5. Data subjects have the right to request access to personal data concerning them, as well as their rectification, updating, erasure, limitation, or opposition to processing, and the right to data portability, within legal limitations, and the right to lodge a complaint with a supervisory authority. However, the exercise of these rights may, in some cases, make it impossible for Ar Telecom to perform the Agreement.

12.6. Data subjects may contact Ar Telecom at dpo@artelecom.pt for further information on how their personal data is processed.

12.7. The Customer represents, in relation to the Personal Data provided by it to Ar Telecom under the Contract, that it has provided to the said owners all the necessary information mentioned in this clause and that it has obtained their consent for the processing in the terms indicated in 12.1.

13. Complaints

13.1. If you wish to make a complaint in relation to the provision of the Services, you must notify Ar Telecom by post or e-mail in accordance with clause 20, within thirty (30) days of becoming aware of the facts giving rise to the complaint.

13.2. The complaints will be registered by Ar Telecom, which will analyze them and reply to the Customer within a maximum period of 20 (twenty) days from the moment they are received.

13.3. Claims made by the Customer shall not entitle the Customer to withhold payment of any invoices.

14. Duration

14.1. The Contract will enter into force on the date you sign the Form and will last from the effective date of activation of the Services for the period ("Duration") indicated in point 6 of the Form.

14.2. The Duration period is associated with an initial global value that will always be due in the event of breach of contract by the Customer or early termination of the contract.

14.3. The Contract is automatically renewed for an equal period if it is not expressly terminated by either party, in writing, at least 30 days before the last day of the Duration period.

15. Invoicing and prices

15.1. The Services will be invoiced from the effective date of their installation/activation.

15.2. Ar Telecom will invoice the amounts monthly set out in the Form, for the provision of the Services, plus any extra resources or additional services that may be contracted by the Customer for the term of the contract. All amounts shall be subject to VAT at the legal rate in force.

15.3. Invoices issued for early termination, and which include the collection of the amount owed by the Customer will be issued for prompt payment.

15.4. At the beginning of each new calendar year, the prices charged are updated based on the variation rate of the Consumer Price Index, as published each year by INE.

15.5. Ar Telecom reserves the right to change, extraordinarily, with a 30-day prior notice communicated by email, the price of KW/h charged whenever the conditions of the electricity market are so justified.

16. Payments and late payments

16.1. The Customer undertakes to pay the total value of the invoices issued by the date indicated therein by means of the payment methods agreed upon between the parties.

16.2. Payment may be made directly to Ar Telecom or to the entity(ies) contracted by Ar Telecom for this purpose and indicated to the Customer.

16.3. In the event of failure to make payments within the established period, Ar Telecom reserves the right to charge interest on late payments at the applicable legal rate.

17.

Ar Telecom may require the Customer to provide or reinforce guarantees, namely in the form of a bond, to safeguard the fulfilment of its contractual obligations, namely payment of charges and eventual indemnities whenever necessary.

18. Resolution

18.1. If there is a default or defective performance by either party of its obligations under the Contract, the other party may notify the defaulting party by one of the means specified in clause 20 that it intends to terminate the Contract, giving it a period of not less than 15 (fifteen) days to remedy the default.

18.2. If the party in default does not remedy the breach within the period allowed under the preceding paragraph, the other party may terminate the contract by one of the means specified in clause 20.

18.3. Ar Telecom's exercise of the right of termination shall be without prejudice to its right to collect any payment due by the Customer under the Contract, including sums not due and interest on arrears.

19. Early termination of the contract

19.1. The Customer may terminate this Agreement at any time by giving Ar Telecom at least 30 days' notice of the intended termination to Ar Telecom by one of the means specified in clause 20.

19.2. Early termination shall not relieve the Customer from any payment due under this Contract, including sums not due and interest on arrears.

19.3. The early termination of the contract does not prejudice the verification of civil or criminal liability for acts occurring during the use of the Services by the Customer.

20. Communications and notifications

20.1. All communications and notices to the customer will be made (i) by post to the address set out in the Form or (ii) by email to the contact details set out in the Form or such other contact details as you may provide.

20.2. All communications and notices to Ar Telecom shall be sent by post to the address set out in clause 1.1 or by email to artelecom@artelecom.pt or such other address as Ar Telecom may specify.

21. Applicable law and jurisdiction

This Agreement is governed by Portuguese law. All disputes arising out of or in connection with this Agreement shall be settled by the Judicial Court of the District of Lisbon, expressly waiving any other jurisdiction.

22. Final provisions

In case of conflict between the documents that that form part of the Contract, the content of the documents shall prevail in the following order: Commercial Proposal, Form, Addenda and General Conditions.