



CLLOUD SUBSCRIPTION AGREEMENT

15.03.2023, Luxembourg

This Cloud Subscription Agreement (“Agreement”) is entered into between emma technologies SARL, a company incorporated under the laws of Luxembourg, having its registered office at 9, rue du Laboratoire L-1911 Luxembourg, Grand Duchy of Luxembourg (“Provider” or “emma technologies” or “Company”), and _____ that accepts this Agreement (“Customer” or “Client”).

1. Definitions

Capitalised terms used in this Agreement shall have the meanings set forth below:

- “Cloud Computing Services” means the virtual machines, spot instances, multi-cloud network connectivity with a guaranteed speed of 100Mbps, multi-cloud backup, multi-cloud Kubernetes managed service, and access to the gallery of apps (eStore) provided by the Provider under this Agreement.
- “Customer Data” means any data or information that the Customer or its authorized users upload, store, process, or transmit through the Cloud Computing Services.
- “Intellectual Property Rights” means all intellectual property rights, including patents, trademarks, copyrights, trade secrets, and any other proprietary rights.
- “Term” means the period of time during which the Customer subscribes to the Cloud Computing Services as set forth in this Agreement.

2. Acceptance of Agreement

By accepting this Agreement, the Customer agrees to be bound by the terms and conditions set forth herein. If the Customer does not agree to these terms and conditions, the Customer must not use the Cloud Computing Services.

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L-1911 Luxembourg

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3. Terms and Conditions of the Services

3.1. The services provided by emma technologies under this Agreement are subject to the terms and conditions of the relevant cloud provider(s) as listed below:

3.1.1. Amazon Web Services (AWS) Terms and Conditions:

3.1.1.1. Virtual Machines and Spot Instances: These services are subject to the AWS Customer Agreement, which can be found at

<https://aws.amazon.com/agreement/> .

3.1.1.2. Multi-Cloud Network Connectivity: This service is subject to the AWS Direct Connect Service Description, which can be found at

<https://aws.amazon.com/service-terms/>

3.1.1.3. Multi-Cloud Backup: This service is subject to the AWS Backup Service Terms, which can be found at <https://aws.amazon.com/service-terms/>.

3.1.1.4. Multi-Cloud Kubernetes Managed Service: This service is subject to the Amazon EKS Service Terms, which can be found at

<https://aws.amazon.com/service-terms/>.

3.1.1.5. Access to the Gallery of Apps (eStore): This service is subject to the AWS Marketplace Terms of Service, which can be found at

<https://aws.amazon.com/service-terms/>.

3.1.2. Google Cloud Platform (GCP) Terms and Conditions:

3.1.2.1. Virtual Machines and Spot Instances: These services are subject to the Google Cloud Platform Terms of Service, which can be found at

<https://cloud.google.com/terms/>.

3.1.2.2. Multi-Cloud Network Connectivity: This service is subject to the Dedicated Interconnect Service Level Agreement, which can be found at

<https://cloud.google.com/interconnect/sla>.

3.1.2.3. Multi-Cloud Backup: This service is subject to the Cloud Storage Terms of Service, which can be found at <https://cloud.google.com/terms/service-terms>

3.1.2.4. Multi-Cloud Kubernetes Managed Service: This service is subject to the Google Kubernetes Engine Service Specific Terms, which can be found at <https://cloud.google.com/kubernetes-engine/sla>.

3.1.2.5. Access to the Gallery of Apps (eStore): This service is subject to the Google Cloud Marketplace Terms of Service, which can be found at <https://cloud.google.com/terms/service-terms>

3.1.3. Microsoft Azure Terms and Conditions:

3.1.3.1. Virtual Machines and Spot Instances: These services are subject to the Microsoft Azure Services Agreement, which can be found at <https://azure.microsoft.com/en-us/support/legal/>.

3.1.3.2. Multi-Cloud Network Connectivity: This service is subject to the Azure ExpressRoute Service Level Agreement, which can be found at https://azure.microsoft.com/en-us/support/legal/sla/expressroute/v1_0/.

3.1.3.3. Multi-Cloud Backup: This service is subject to the Azure Backup Service Level Agreement, which can be found at https://azure.microsoft.com/en-us/support/legal/sla/backup/v1_0/.

3.1.3.4. Multi-Cloud Kubernetes Managed Service: This service is subject to the Azure Kubernetes Service Service Level Agreement, which can be found at https://azure.microsoft.com/en-us/support/legal/sla/kubernetes-service/v1_0/.

3.1.4. Digital Ocean Terms and Conditions:

3.1.4.1. Virtual Machines and Droplets: These services are subject to the Digital Ocean Terms of Service, which can be found at <https://www.digitalocean.com/legal/terms/>.

3.1.4.2. Multi-Cloud Network Connectivity: This service is subject to the Digital Ocean Networking Terms of Service, which can be found at <https://www.digitalocean.com/legal/terms/>.

3.1.4.3. Multi-Cloud Backup: This service is subject to the Digital Ocean Backups Terms of Service, which can be found at <https://www.digitalocean.com/legal/terms/>.



3.1.4.4. Multi-Cloud Kubernetes Managed Service: This service is subject to the Digital Ocean Kubernetes Terms of Service, which can be found at <https://www.digitalocean.com/legal/terms/>.

3.1.4.5. Access to the Gallery of Apps (eStore): This service is subject to the Digital Ocean Marketplace Terms of Service, which can be found at <https://www.digitalocean.com/legal/terms/>.

3.1.5. G-Core Labs Terms and Conditions:

3.1.5.1. Virtual Machines and Bare Metal Servers: These services are subject to the G-Core Labs User Agreement, which can be found at <https://gcore.com/legal>.

3.1.5.2. Multi-Cloud Network Connectivity: This service is subject to the G-Core Labs Network Terms, which can be found at <https://gcore.com/legal>.

3.1.5.3. Multi-Cloud Backup: This service is subject to the G-Core Labs Backup Terms, which can be found at <https://gcore.com/legal>.

3.1.5.4. Multi-Cloud Kubernetes Managed Service: This service is subject to the G-Core Labs Kubernetes Terms, which can be found at <https://gcore.com/legal>.

3.1.5.5. Access to the Gallery of Apps (eStore): G-Core Labs does not currently offer a marketplace or eStore.

3.2. By using the services provided by emma technologies under this Agreement, the Client agrees to be bound by the terms and conditions of the relevant cloud provider(s) as listed in Section 3.1 above. It is the Client's responsibility to review and comply with these terms and conditions, as they may be updated from time to time by the relevant cloud provider(s). emma technologies is not responsible for any changes made by the relevant cloud provider(s) to their terms and conditions.

3.3. emma technologies may, at its sole discretion, add new cloud providers to the list of services provided under this Agreement. In the event that emma technologies adds a new cloud provider, emma technologies will provide the Client with the relevant terms and conditions of the new cloud provider. The Client will be required to agree to these new terms and conditions prior to using



the services of the new cloud provider. emma technologies shall not be liable for any losses or damages arising from the use of services provided by new cloud providers.

4. Customer Obligations

The Customer agrees to comply with all applicable laws and regulations in connection with its use of the Cloud Computing Services. The Customer is solely responsible for the security and use of its account and the confidentiality of its password. The Customer shall not use the Cloud Computing Services for any illegal, fraudulent, or unauthorized purpose.

5. Ownership of Intellectual Property

The Provider retains all Intellectual Property Rights in the Cloud Computing Services and any modifications, improvements, or derivatives thereof. The Customer does not acquire any ownership or license rights in the Cloud Computing Services or any Intellectual Property Rights therein.

6. Confidentiality

Each party agrees to maintain the confidentiality of any Confidential Information disclosed by the other party in connection with this Agreement. “Confidential Information” means any non-public information that is designated as confidential by the disclosing party or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

7. Data Protection

The Provider shall process the Customer Data in accordance with the Provider’s privacy policy, which is available at <http://emma.ms/privacy>. The Provider shall implement appropriate technical and organizational measures to

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protect the Customer Data against unauthorized or unlawful processing, accidental loss or destruction, and damage.

8. Limitation of Liability

The Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Agreement, including without limitation, lost profits, loss of data, or interruption of business, regardless of the form of action or legal theory.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, without regard to its conflict of law principles. The parties agree that any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties. Any modification to this Agreement must be in writing and signed by both parties.

11. Amendments

This Agreement may be amended or modified by the Provider from time to time in its sole discretion. The Provider shall notify the Customer of any such changes by posting the revised Agreement on its website or by other reasonable means. The Customer's continued use of the Cloud Computing



Services after any such changes shall constitute its acceptance of the revised Agreement.

12. Term and Termination

This Agreement shall commence on the date the Customer accepts this Agreement and shall continue for a period of 12 months/24 months/36 months (“Initial Term”). This Agreement shall automatically renew for successive periods of 12 months/24 months/36 months (each, a “Renewal Term”) unless either party gives written notice of termination to the other party at least 30 days prior to the end of the then-current Term. Either party may terminate this Agreement upon written notice if the other party breaches any material provision of this Agreement and fails to cure such breach within 30 days after written notice thereof.

13. Payment and Fees

13.1. The Client shall pay the fees for the services provided by emma technologies in accordance with the prices and plans described on the emma technologies pricing webpage as at the date of signature of the agreement. As updated from time to time The Company reserves the right to review the prices and plans annually and apply the indexation increase linked to the national consumer price index as published by Statec (Institut national de la statistique et des études économiques du Grand-Duché de Luxembourg [National Institute of Statistics and Economic Studies of the Grand Duchy of Luxembourg]). Such indexation will not be expressly notified and will not result in the fees and plans being lower than the ones subscribed to at the date of the agreement,

13.2. Invoices shall be issued monthly in arrears and shall be payable within fifteen (15) days of receipt. In case of the overdue payment, late payment fees in the amount of 1,5% of the total amount payable will apply as of the first day delay.

13.3. Payment shall be made in the currency stated in the invoice.

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13.4. If payment is not received by the due date, Emma Technologies may, without prejudice to any other rights or remedies available to it, suspend the services until payment is received.

13.5. The discounts applicable to the total price of the services provided by emma technologies based on the duration of this Agreement are detailed in Annex A - Discounts Based on Duration of Agreement, which can be found at the following link: [insert link to Annex A].

13.6. The discounts listed in Annex A shall be applied to the monthly invoice issued by Emma Technologies.

14. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control, including without limitation, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control.

15. Assignment

The Customer shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Provider. The Provider may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Customer.

16. Notices

All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand, when sent by registered or certified mail, return receipt requested, postage prepaid, or when sent by email, provided that in each case, the notice is addressed to the

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party to be notified at the address or email address set forth below, or at such other address or email address as may be designated by such party in a written notice to the other party.

If to the Provider:

emma Technologies SARL
9, rue du Laboratoire
L-1911 Luxembourg
Grand Duchy of Luxembourg
Email: support@emma.ms

If to the Customer:

At the email address or physical address provided by the Customer during the account registration process.

17. Miscellaneous

This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

By accepting this Agreement, the Customer acknowledges that it has read, understood, and agrees to be bound by the terms and conditions set forth herein.

18. Survival

The provisions of Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, shall survive the termination or expiration of this Agreement for any reason.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

PROVIDER:

Emma Technologies SARL

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____



ANNEX A - DISCOUNTS BASED ON DURATION OF AGREEMENT

The following discounts shall apply to the total price of the services provided by emma technologies under this Agreement:

- 1.1. If the duration of this Agreement is 12 months, a discount of 5% shall apply to the total price of the services provided by emma technologies.
- 1.2. If the duration of this Agreement is 24 months, a discount of 7.5% shall apply to the total price of the services provided by emma technologies.
- 1.3. If the duration of this Agreement is 36 months, a discount of 10% shall apply to the total price of the services provided by emma technologies.

The discounts listed above shall be applied to the monthly invoice issued by Provider.

If the Customer terminates this Agreement early, the Customer shall not be entitled to any of the discounts listed above, and the Customer shall be required to pay any outstanding amounts owed to Provider for the services provided up to the date of termination.

emma technologies reserves the right to modify or withdraw the discounts listed above at any time, without prior notice to the Customer.

PROVIDER:

Emma Technologies SARL

By: _____

Name: _____

Title: _____

Date: _____

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CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

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ANNEX B - SAVING PLANS

1. The Provider offers a saving plan to Customers who have signed a minimum 12-month subscription agreement.
2. The saving plan allows the Customer to prepay for the services provided by the Provider for a minimum period of 12 months, and receive a discount of 5% on the remaining 70% of the total amount of the prepaid services.
3. To enrol in the saving plan, the Customer shall prepay 30% of the total amount of the prepaid services.
4. The remaining 70% of the total amount of the prepaid services shall be paid in monthly instalments, in accordance with the payment terms set forth in this Agreement.
5. The prepayment shall be made in advance of the services being provided, and shall be non-refundable.
6. If the Customer wishes to terminate the subscription agreement prior to the end of the prepaid period, the Customer shall not be entitled to any refund for the prepaid services. In addition, if the Customer terminates the saving plan, the Customer shall be obligated to continue paying for the services on a monthly basis in accordance with the payment terms set forth in this Agreement.
7. If the Customer wishes to renew the subscription agreement for another prepaid period, the Customer shall be entitled to receive the same discount on the remaining 70% of the total amount of the prepaid services, subject to the prepayment requirements set forth in this Annex B.
8. The Provider reserves the right to modify or withdraw the saving plan at any time, without prior notice to the Customer.
9. The saving plan is subject to the terms and conditions set forth in this Agreement, as well as any additional terms and conditions that may be specified in the saving plan. In the event of any conflict between the terms and conditions set forth in this Agreement and the terms and conditions of the saving plan, the terms and conditions of the saving plan shall prevail.



PROVIDER:

Emma Technologies SARL

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

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