

SERVICE: CLOUD COMPUTING

SPECIAL TERMS

1. INTRODUCTION

SYNAPSECOM, as described below, owns and operates a network (hereinafter referred to as **the "SYNAPSECOM Network"**). SYNAPSECOM also has all the necessary equipment through which it is able to provide CLOUD COMPUTING services from its Network to its Customers.

The Customer is a company that wishes to receive cloud computing services as described in the Service Order, in order to use them for the exercise of its activities under the terms and conditions and the more specific agreements of the General Terms of the Agreement, the Specific Terms of this Agreement and the relevant Service Order.

2. DESCRIPTION OF SERVICE

- 2.1. SYNAPSECOM provides the Customer with the possibility of online access to computing resources as a service, such as use of virtual infrastructure, use of virtual workstation, use of storage space, use of software and/or platform and automatic backup.
- 2.2. Suspension of the Service. In case the Client fails to pay a fee within the thirty (30) days from the date of the invoice as stated in clause 4.3. of the General Conditions of the Agreement, SYNAPSECOM, in addition to all other rights it has hereunder, shall have the right to suspend the provision of the cloud computing service provided hereunder for as long as the invoice payment is pending, after first giving notice in writing that it will take the above action of suspending services and after (3) three (3) days have elapsed from the receipt of the notice by the Customer. In the event that the invoice due is paid by the Customer, SYNAPSECOM shall be obliged to immediately activate the service it has suspended. In this case, the Customer will be obliged to pay all costs incurred for the entire period of time between the suspension of the service and its reactivation.

3. CONDITIONS OF PROVISION OF THE SERVICE

- 3.1. The Customer assures that the content he/she "uploads" to the servers will be ready and will not need any additional processing by SYNAPSECOM to work. It is expressly agreed that SYNAPSECOM will not have access to the Customer's files and will follow the security policy approved by the competent authorities.
- 3.2. The Customer agrees that he has the necessary knowledge to build/publish his applications on the Internet and that SYNAPSECOM is not responsible to provide this knowledge or other programming knowledge to the Customer or to train him. SYNAPSECOM is not obliged to provide technical support unless otherwise agreed.
- 3.3. SYNAPSECOM does not exercise control over the content of the information stored on its servers or passing through its network and does not guarantee the reliability of any information that appears on the Internet through or because of its services. Furthermore, it does not guarantee the commercial or personal solvency of anyone presented on the Internet or the fulfilment of any specific promises/offers made by third parties and is not responsible for any damages that Clients or those dealing with

them, including loss of data, due to delays, or interruption of services for any reason.

- 3.4. The use of any information provided through the website is the responsibility of the user and SYNAPSECOM has no responsibility for the accuracy or quality of this information. The connection speed indicated on the website represents the speed of SYNAPSECOM's backbone network and not the end-to-end speed.
- 3.5. SYNAPSECOM, under any circumstances and from any cause, has no liability for any damage resulting from the use, availability or unavailability of the services offered.
- 3.6. It is the Customer's exclusive obligation to update its code pages (the php, mysql queries, asp etc. code of the websites that the Customer maintains in the space provided by SYNAPSECOM), so that they are compatible each time with SYNAPSECOM's servers. SYNAPSECOM shall not be liable for any loss or damage resulting from these upgrades and from the Customer's inability or unwillingness to adapt its websites to the upgraded versions of the various applications and computer programming languages installed on SYNAPSECOM's servers.
- 3.7. SYNAPSECOM shall not be liable, nor have any obligation to compensate for any loss, damage and harm resulting from failure to provide services and/or Technical Support other than the quality assurance levels referred to herein and the Customer undertakes by accepting the present that it will not raise any claims of any kind beyond those provided for in the Service Level Agreement (SLA), as described below in Article 4 of these Special Conditions.
- 3.8. The Customer is obliged to keep a backup of its files and databases using the corresponding Backup tool available in the management environment (e.g. cPanel) provided to it. Both for security reasons and in accordance with the provisions of the Law, the backup must be transferred by the Customer to a local storage medium.
- 3.9. SYNAPSECOM will cooperate with the competent authorities to enforce the provisions of the Laws concerning the Customer's network space, data, e-mails and content. This may lead SYNAPSECOM to disclose all information provided to it, including information located on its servers, files and databases of the Customer. Any such disclosure is lawful and legitimate and is made within the framework of the protection of the legal order.
- 3.10. SYNAPSECOM applies a fair use policy for Customers using the service with an Unmetered Internet access port. The fair use policy states that the maximum bandwidth allocated to each Customer is up to 100Mbps and there is continuous monitoring by SYNAPSECOM's operations center to ensure that bandwidth is evenly distributed among users. In addition, any incidents identified as misuse of SYNAPSECOM's available Internet access resources are dealt with immediately.
- 3.11. The Customer accepts that he/she will not use the SYNAPSECOM website, the services it provides and the servers for:
 - a) send, post, e-mail or otherwise transmit any content that is illegal, harmful, threatening, abusive, offensive, harassing, libelous, defamatory, libelous, obscene, libelous, invasive of another's privacy or in violation of any law or regulation, obscene, indecent, or racially, ethnically, ethnically or otherwise discriminatory
 - b) causing harm and general damage to minors in any way
 - c) sending, publishing, e-mailing or otherwise transmitting any content for which it has no right to transmit under law or contractual or management relationships (such as inside information, proprietary and confidential information acquired or disclosed as part of employment relationships or covered by confidentiality agreements)
 - d) sending, publishing, e-mailing or otherwise transmitting any content that infringes any intellectual property right, e.g. patent, trademark, and generally copyright and any trade secret or information in general.
 - e) sending, publishing, e-mailing or otherwise transmitting any material that contains software viruses or any other code, files or programs designed to interrupt, damage, destroy, interfere with the operation of, or gain unauthorized access to, any computer software or hardware or to gain unauthorized access to any computer system.
 - f) intentionally or unintentionally infringing the legislation in force or the provisions of the
 - g) harassing or violating the privacy of others in any way
 - h) unlawful collection or storage of personal data about other users

3.12. SYNAPSECOM has the right to reject or delete material that is uploaded to the server it has provided, if this material violates any applicable legislation in relation to copyright, copyright, is pornographic, racist or pirate content (hacking, pirate softwares, warez sites, serial numbers), concerns the trafficking of drugs and illegal substances in general, attempts to illegally enter a computer or violates any other law. In such cases SYNAPSECOM has the right, without notice, to immediately deactivate the account and access to the site via the Internet without any liability for any damage caused to the Customer or third parties. It shall then inform the Customer to remove the relevant material. If the Customer does not comply immediately, SYNAPSECOM has the right to delete the account completely.

3.13. SYNAPSECOM has a specific policy on spam emails and may cancel the customer's account in case of sending unorthodox/unwanted bulk emails (spam mail). An email is spam when it is sent to multiple recipients who have not requested to receive it. Customer agrees not to send any of the following types of emails: (a) Promotional or informational emails, including without limitation commercial advertising, except to those who have expressly requested such emails from Customer; (b) Annoying emails, whether through the language written, the frequency of sending or the size of the messages. (c) Chain mails (d) Bulk promotional or informational Emails.

SYNAPSECOM reserves the right to decide whether a Customer's action is considered as "spam", "mail bombing", or "bulk e-mail". A Customer who uses SYNAPSECOM's services for spamming will be charged an amount for administration and system recovery costs. The amount is determined exclusively by SYNAPSECOM and will be specified in the relevant order form.

In order to protect the IPs of the servers from being included in spam lists, SYNAPSECOM implements a security mechanism regarding the allowed number of emails sent by users per hour. At the Customer's request, this mechanism may, exceptionally, be made a little more flexible, and if it is deemed by the server administrators that this will not create a problem for the reliable operation of the Email Sending Service and the security policies followed by SYNAPSECOM.

3.14. SSH access is given upon request of the Customer. SYNAPSECOM has the right to deny access or to grant limited access for the execution of specific commands.

3.15. Unauthorized background processes or unauthorized background processes that compromise the security of SYNAPSECOM's servers will result in the suspension or termination of the Customer's account.

3.16. The Customer agrees that it will construct its websites in such a way as to avoid overloading SYNAPSECOM's Servers, limiting the use of code and applications that require high processing power. SYNAPSECOM has the right, in the event that the Customer's website is the cause of creating problems in the provision of hosting services to other customers located on the same server, to immediately and without

warning access to the Customer's website. In the event that SYNAPSECOM takes such an action, the Customer will be informed as soon as possible and SYNAPSECOM will cooperate with the Customer to eliminate the reason that led to the suspension of services.

3.17. The Customer agrees to the following terms:

- a) Do not run any standalone process on the server.
- b) Do not run daemons and executables of any nature that use excessive bandwidth, such as IRCd, chat daemons, .exe, .com, etc.
- c) Not run any type of web Spider or Indexer (including Google Cash/Adspy).
- d) Do not run any bit torrent application, track or client. It is prohibited to host or link to any illegally distributed files.
- e) Not to participate in any activity related to file-sharing & peer-to-peer networks, unless a corresponding agreement with SYNAPSECOM has been made beforehand.
- f) Not running any online gaming server. This condition does not apply to Virtual Private Servers in combination with dedicated bandwidth and upon special agreement between SYNAPSECOM and the Customer.
- g) Do not run cron tasks & schedule tasks at intervals of less than 15 minutes.

- h) Do not use Script to call any file that is not local. Calling any file or url to a remote server must be declared to SYNAPSECOM when it involves shared hosting packages. SYNAPSECOM has the right to prohibit this without prior notice to the Customer.

3.18. The Customer must use the Website exclusively as a conventional Web Site. Use of SYNAPSECOM's services must always be in a manner consistent with this Agreement, applicable laws and regulations, and in no case must it interfere with the operation of SYNAPSECOM's equipment or network. Use of excessive system resources is not acceptable. In the event that Customer's use of SYNAPSECOM's services creates, in SYNAPSECOM's judgment, an overload of SYNAPSECOM's equipment and resources beyond the allowable limits, SYNAPSECOM may suspend account operation until the cause of the overload is determined and resolved. SYNAPSECOM reserves the right to neutralize CPU intensive processes that overload the CPU.

3.19. It is the Customer's responsibility to ensure that the code and applications installed on their account are secure and that the permissions of directories and files are correct, regardless of how they were installed. The Customer is responsible for all actions taken on their account.

The Customer must use a secure password and change it regularly for security reasons.

3.20. For the Virtual Private Servers SYNAPSECOM provides the ability to keep backups (Backup)

3.21. The Customer's access to the Virtual Private Server is done remotely, via the Internet, with Remote Desktop (for Windows Servers) and via SSH (for Linux Servers) with the credentials that he will receive from SYNAPSECOM during the activation of the server. The Customer must, for his own security, change his password immediately.

4. SERVICE LEVEL AGREEMENT (SLA)

SYNAPSECOM intends to provide the Customer, in accordance with the following terms, the quality of the service provided in the Basic Protection, with a service availability of 99.9%. This availability refers to the equipment, the backbone network and the Internet access port.

SYNAPSECOM must credit the Customer, in case the "Monthly duration of possible unavailability of the service" is exceeded, in the next billing period of the Service Contract. For unavailability that

exceeds the allowed (0.1%), the Customer will be entitled to a credit corresponding to one day's charge (1/30 of the monthly charge) for each full hour of unavailability.

The credit will be calculated in proportion to the duration of the unavailability of the service, taking into account the amount corresponding to the credit for the full hour.

The Customer will be responsible for detecting possible Unavailability for which credit may be given. Within two (2) hours of the Non-Availability being remedied, Customer must submit a written request for credit to SYNAPSECOM for SYNAPSECOM to review. Credits will be issued by SYNAPSECOM only if SYNAPSECOM believes and mutually agrees with Customer that such credits are the correct credits and actually correspond to an Unavailability of Service .

Fault Centre

SYNAPSECOM will provide a Fault Centre, which will be available in order to activate the Problem Tickets and report the evolution and resolution of the problem to the Customers. The details of the Fault Centre are as follows:

Fault Centre: telephone: +30 210 8100112

e-mail: noc@synapsecom.gr

SYNAPSECOM's obligations and responsibility regarding the provision of services, operation, maintenance and availability are limited exclusively and only to what is set out in this Service Level Agreement (SLA).

For the Customer

For SYNAPSECOM