

General Terms and Conditions for Cloud Services

1. Purpose

- 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 single legal entity number and registration number at the Lisbon Commercial Registry (CRC) 506 303 810, with a share capital of €8,644,939.11 ("Ar") to the customer identified in the Cloud Services Acquisition Form ("Customer").
- 1.2. The Cloud services offered by Ar to the Customer are detailed in clause 2.
- 1.3. The services to be provided by Ar to the Customer ("Services") are identified and detailed in the Cloud Services Purchase Form signed by the Customer ("Form").
- 1.4. The Form, the commercial proposal presented by Ar and accepted by the Customer ("Commercial Proposal"), the Service Levels for Cloud Services and these General Conditions constitute the agreement between the parties ("Contract").

2. Services

- 2.1. Colocation - is the Service that allows the Customer to host its computer equipment at Ar's facilities, located in Portugal. With this service, the Customer is provided with:
 - a) The installation of equipment in air-conditioned rooms, with a fire protection system, controlled access and 24-hour surveillance;
 - b) A network point and an IP address for Internet connectivity;
 - c) Internet connectivity with the bandwidth indicated in the Service Acquisition Form or Commercial Proposal;
 - d) Uninterruptible power supply (UPS and generator);
 - e) Surveillance cameras in common use and service areas;
 - f) Restricted access systems in common services.
- 2.2. Virtual Data Centre - 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 or third parties contracted by it. The service provided has the following characteristics:
 - a) The hardware may or may not be shared by several customers, with each customer being responsible for their respective access to the contracted infrastructure;
 - b) The Service guarantees access to maximum volumes of memory usage, disk space, bandwidth, and processing capacity;
 - c) The Customer is responsible for all access to the contracted virtual infrastructure, as well as for the respective traffic and stored data, to which Ar is completely unrelated.
- 2.3. Data Protection – a set of data protection services, consisting of backup hosting, information replication and data repositories at Ar's facilities, for customers whose primary data is located outside Ar. The following services are part of Data Protection:
 - a) Backup as a Service – a service that allows you to back up systems at customer premises for storage in the cloud.
 - b) Veeam Backup Connect – a service that allows a data repository located at Ar to be added to a Veeam-based backup system belonging to the customer.
 - c) DR as a Service – a solution for replicating virtual machines and reserving computing capacity, which allows for the rapid start-up of an IT infrastructure at Ar in the event of a disaster and consequent inoperability of the infrastructure located at the customer's premises.
 - d) Veeam DR Connect – a service that adds a data repository and a capacity plan with computing reserves to a Veeam-based system belonging to the Customer.
 - e) 365 Backup – a Veeam-based solution that allows data located on the Microsoft 365 platform to be backed up to a repository located in the cloud.
 - f) Cloud2Cloud Backup – an Arcserve-based solution that allows data located on the SaaS platform (Microsoft 365, Microsoft Dynamics, Sales Force, Google workplace) to be backed up to a repository located in ArcServe's own Cloud.

For the purposes of this Agreement, content is considered to be any and all electronic data, including

audiovisual data, stored, disclosed and/or made available by the Customer in any repositories hosted on Ar's infrastructure as part of the data protection service.

2.4. Dedicated VMware vCloud - service that provides hardware infrastructure on a dedicated server with storage volumes dedicated to the cluster, integrated into the VMware Virtual Data Centre platform with vCloud Director portal.

2.5. Dedicated Baremetal Cloud - a service that provides, on a monthly rental basis, hardware infrastructure on a dedicated server with internal storage and the possibility of contracting customised storage configurations.

3. Subscription to services

3.1. Upon signing the Contract, the Customer undertakes to provide accurate, correct and up-to-date company and tax identification details, and accepts civil and criminal liability for the information provided.

3.2. For data verification purposes, Ar may require the presentation of the identity card/citizen card or passport of the legal representative(s) bound to the Customer.

4. Provision of services

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

4.2. Ar 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 event of interruption provided for in clause 7, any technical or legal impossibility attributable to third parties or situations beyond Ar's control that may be included in the concept of force majeure, namely war (declared or undeclared), civil insurrections, terrorist acts, government decisions, earthquakes, floods or other natural disasters.

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

4.4. These identification details (username and password) are non-transferable and may not be sold or transferred to third parties. The Customer assumes full responsibility for their use and safekeeping.

4.5. The Customer acknowledges and accepts that Ar is not responsible for internal or external intrusion attempts on the Customer's network, and undertakes to alert Ar as soon as possible of any such occurrence.

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

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

4.8. The Customer acknowledges and accepts that Ar may carry out periodic audits of servers and other equipment in order to safeguard compliance with legal obligations and the protection of third-party intellectual property rights, namely software licensing.

4.9. The Customer acknowledges and accepts that, in order to carry out the audits mentioned in the previous point, a monitoring agent provided by Ar.

5. Activation of services

5.1. Unless otherwise indicated in the Form or Commercial Proposal, Ar will activate the contracted Services within a maximum period of 15 (fifteen) working days from the date of signing the Form, except in the event of any technical or legal impossibility not attributable to Ar, in which case Ar will inform the Customer within a maximum period of 5 (five) days from the date on which the impossibility is detected.

5.2. The provision of the Services may be subject to prior testing, in which case the Customer shall allow such testing to be carried out and shall cooperate with Ar for this purpose.

6. Use of services

6.1. The Customer undertakes to make appropriate and reasonable use of the Services, and not to use the Services (i) as a means of causing damage to third parties or to Ar, (ii) to create, propagate or maintain and store illegal, inappropriate or defamatory content, (iii) in violation of any general principle and public

order or any law or regulation in force and/or (iv) in violation of any rule, namely relating to intellectual property rights, industrial property and personal data protection.

- 6.2. The Customer undertakes to comply with the Responsible Use Policy for Services ("RUP") available on Ar's website (www.ar.pt) and to regularly consult this website to be aware of any revisions to the RUP.
- 6.3. The Customer acknowledges and accepts that the software provided by Ar as part of the Cloud services must be used in accordance with the manufacturer's terms of use, and to this end, the customer must consult the respective documentation and, in case of doubt, consult Ar.
- 6.4. If the Customer uses software whose licences have not been purchased through Ar, they undertake to:
 - a) Inform Ar of the software they use whose licences were not acquired through Ar.
 - b) Provide proof that they hold the rights to use such software, if requested by Ar.
 - c) Comply fully with the terms of use of the software used.
 - d) For certain Microsoft products, you must complete the Software Assurance Licence Mobility Verification process so that Microsoft can verify that the software and licences you intend to use are eligible for use in cloud environments. (For information purposes only and without prejudice to the validation process being changed at any time by Microsoft, the licence verification process and form are available at <https://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-license-mobility.aspx>, where Ar must be identified as the Authorised Mobility Partner).
 - e) Send Ar proof of the validation referred to in d).
 - f) It is mandatory to manage licence renewals in accordance with the terms imposed by Microsoft and to carry out a new validation process after renewal of the agreements or whenever there are changes to the products used.
- 6.5. Ar reserves the right to shut down virtual machines where software that does not comply with the manufacturer's licensing terms is found, if the non-compliance is not remedied within 5 days after informing the customer of the irregularities detected.
- 6.6. Any penalties arising from the use of software that the manufacturer considers to be in breach of the respective terms of use are the sole responsibility of the customer.

7. Suspension of services

- 7.1. The Customer acknowledges and accepts that Ar may suspend the Services if any of the following situations occur: (i) Delay in payment of any amounts owed by the Customer; (ii) The Customer violates the conditions of access and/or use of the Services; (iii) When the security or integrity of the infrastructure supporting the Services is at stake; (iv) There are reasonable grounds to suspect that the Services are being used by the Customer or third parties for illegal purposes; and (v) Technical maintenance.
- 7.2. The Customer acknowledges and accepts that Ar is not responsible for any loss of data/information that may result from the suspension of the service in the event of the Customer's failure to comply with any of the obligations arising from the Contract.
- 7.3. Suspensions of the Service under the terms indicated in 7.1 shall not be counted for the purposes of measuring SLAs.
- 7.4. Suspension of the Services under the terms indicated in 7.1 (i) may only occur after 20 days of notification of default by Ar.
- 7.5. Whenever suspensions are of a foreseeable nature, Ar shall notify the Customer, with adequate notice, of the respective occurrence.
- 7.6. The Customer acknowledges and accepts that the suspension of the Services under the terms indicated in 7.1 does not confer on them or any third party the right to claim, for any reason whatsoever, any costs, charges or compensation for said suspension.

8. Technical support

- 8.1. Ar provides the Customer with a permanent customer service, advertised on its website (www.ar.pt), for reporting faults and requesting technical support and changes to the Services.
- 8.2. Ar guarantees the repair of faults 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. When the Customer detects any anomaly or malfunction in the Services, they undertake to inform Ar immediately.

- 8.4. The Customer undertakes to cooperate with Ar in identifying any anomaly or malfunction, in order to enable its rapid correction when requested to do so by Ar.
- 8.5. Ar undertakes to agree with the Customer on the date and period of time necessary for the repair, whenever it is necessary to access the Customer's premises for this purpose.
- 8.6. The Customer acknowledges and accepts that Ar may record the contacts established for the Technical Support Service for quality control purposes and keep the recordings for the period provided for by law.

9. Copyright and industrial property

- 9.1. All copyright and industrial property rights relating to technical specifications, software, manuals, or any other material provided by Ar to the Customer belong exclusively to Ar or to the entity that has licensed it for this purpose.
- 9.2. The Customer undertakes not to make any unauthorised use of the software, manuals and other materials referred to above, namely not to decompile, reproduce or in any way alter or transmit them to third parties, as well as not to develop other products that incorporate the contracted software, with the Customer being liable to Ar for any losses suffered by the latter as a result of the breach of these obligations.
- 9.3. The Customer undertakes to follow the instructions given to them by Ar regarding the use of trademarks or other rights that Ar directly or indirectly owns.

10. Responsibilities

- 10.1. The Customer is responsible for complying with the obligations arising from this Agreement, even if the Services are intended to be used by third parties.
- 10.2. The Customer assumes sole responsibility for consumption resulting from abnormal or fraudulent traffic originating from or passing through Ar's network and other systems, and undertakes to settle all charges arising therefrom with Ar and, where applicable, its partners.
- 10.3. The Customer assumes sole responsibility for any damages suffered by them or by third parties as a result of the installation or use of unauthorised/unlicensed versions of software or other content on equipment or systems related to the Services.
- 10.4. The Customer assumes sole responsibility for the security and integrity of their network and equipment, as well as for the files, programmes and/or content they host on Ar's infrastructure during the use of the Services, and undertakes to compensate Ar for any losses caused by their misuse.
- 10.5. The Customer is responsible for controlling and managing the pool of IP addresses assigned to them by third parties.
- 10.6. The Customer is responsible for regulating relations between themselves and each of the authorised users, and must inform them of their obligations and rights under the terms of the Contract.
- 10.7. The Customer is responsible for periodically making and maintaining up-to-date backups of the data hosted on Ar's systems.
- 10.8. Ar shall only be liable for damages or losses that are directly or indirectly attributable to it on the grounds of wilful misconduct or gross negligence, and shall not be liable for loss of revenue or profits or any extraordinary losses resulting from damages caused by the fault of the Customer or third parties.

11. Customer data

- 11.1. The Customer's corporate and tax identification details must be provided, unless indicated as optional, as their communication is a legal and contractual obligation and a necessary requirement for the conclusion of the Contract (). Refusal to provide such details will result in the impossibility of concluding the Contract.
- 11.2. The Customer undertakes to provide and keep their company and tax identification details up to date in a true, correct and current manner.
- 11.3. The Customer undertakes to notify Ar of any changes to their corporate and tax identification details, namely changes to the company name, address/headquarters, demerger, merger, insolvency or Special Process for Revitalisation and Recovery of Companies or similar, within a maximum period of 10 days from the date of the respective change.

12. Personal data

- 12.1. The personal data provided by the Customer under the Contract ("Personal Data") is processed by Ar

for the following purposes: (i) Carrying out the pre-contractual steps necessary to process the Customer's request; (ii) Performing the Contract to which the Customer is a party; (iii) Complying with the legal obligations to which Ar is subject; (iv) Pursuing the legitimate interests of Ar, namely preventing fraud and abuse of the services by the Customer; and (v) Communication purposes, such as marketing, promotions and sending newsletters.

- 12.2. Ar may communicate Personal Data to third parties if this proves necessary for the fulfilment of legal obligations to which it is bound, namely to the National Communications Authority (ANACOM), the National Data Protection Commission or the Tax Authority.
- 12.3. Ar undertakes to retain Personal Data for the duration of the Contract and, upon its expiry, for the period necessary to comply with the legal obligations to which it is bound, destroying it thereafter.
- 12.4. Ar undertakes not to transfer Personal Data outside the territory of the European Union. If Ar subcontracts service providers located outside the European Union, it will choose those established in countries with an adequate legal framework.
- 12.5. Data subjects have the right to request access to personal data concerning them, as well as its rectification, updating, erasure, restriction or objection to processing, and also 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 to perform the Contract.
- 12.6. Data subjects may contact Ar by email at dpo@ar.pt for further information on how their personal data is processed.
- 12.7. The Customer declares, with regard to the Personal Data provided to Ar under the Contract, that it has provided the aforementioned data subjects with all the necessary information mentioned in this clause and that it has obtained their authorisation for processing in accordance with the terms set out in 12.1.

13. Complaints

- 13.1. If the Customer wishes to submit a complaint regarding the provision of the Services, they shall notify Ar by post or email in accordance with clause 20, within a maximum period of 30 (thirty) days from becoming aware of the facts that gave rise to the complaint.
- 13.2. Complaints shall be recorded/classified electronically by Ar, which shall analyse them and respond to the Customer within a maximum period of 20 (twenty) days from the date of receipt.
- 13.3. Complaints submitted by the Customer do not entitle the Customer to withhold payment of any invoices.

14. Duration

- 14.1. The Contract shall come into force on the date of signature of the Form and shall remain in force, from the effective date of activation of the Services, for the period of time ("Duration") indicated in point 6 of the Form.
- 14.2. The Term is associated with an initial lump sum 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 shall be automatically renewed for an equal period of time unless expressly terminated by either party in writing at least 30 days prior to the last day of the Term.

15. Billing and prices

- 15.1. The Services will be invoiced from the effective date of their installation/activation.
- 15.2. Ar will invoice monthly for the provision of Services the amounts set out in the Form, plus any extra resources or additional services that may be contracted by the Customer during the term of the contract. All amounts are subject to VAT at the legal rate in force.
- 15.3. Invoices issued for early termination and which include the amount due by the Customer shall be issued for immediate payment.
- 15.4. At the beginning of each new calendar year, prices are updated based on the rate of change in the Consumer Price Index, as published each year by INE.
- 15.5. Ar reserves the right to change, on an extraordinary basis, with 30 days' notice communicated by email, the price per KW/h charged whenever electricity market conditions justify it.

16. Payments and late payments

- 16.1. The Customer undertakes to pay the total amount of the invoices issued, by the date indicated therein, using the payment methods agreed between the parties.

- 16.2. Payment may be made directly to Ar or to the entity or entities contracted by Ar for this purpose and indicated to the Customer.
- 16.3. In the event of failure to make payments within the established deadline, Ar reserves the right to charge the respective interest on arrears at the applicable legal rate.

17. Security

Ar may require the Customer to provide or reinforce guarantees, namely in the form of a security deposit, to safeguard the fulfilment of its contractual obligations, namely payment of charges and any compensation whenever necessary.

18. Termination

- 18.1. In the event of non-compliance or defective compliance by either party with the obligations established in 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 (days) to remedy the situation of non-compliance.
- 18.2. If the defaulting party fails to remedy the breach within the period granted under the previous paragraph, the other party may terminate the Contract by one of the means specified in clause 20.
- 18.3. The exercise of the right of termination by Ar shall not prejudice the right to collect any payment due from the Customer under the Contract, including amounts not yet due and interest on arrears.

19. Early termination of contract

- 19.1. The Customer may terminate this Contract at any time by notifying Ar, by one of the means specified in clause 20, at least 30 days prior to the intended date of termination.
- 19.2. Early termination of the contract does not exempt the Customer from any payment due under this Contract, including amounts not yet due and interest on arrears.
- 19.3. 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 notifications to the Customer shall be made (i) by post to the address indicated on the Form or (ii) by email to the contact indicated on the Form or other contacts that may be indicated by the Customer.
- 20.2. All communications and notifications to Ar shall be sent by post to the address referred to in clause 1.1 or by email to ar@ar.pt or others that may be indicated by Ar.

21. Applicable law and jurisdiction

This Agreement is governed by Portuguese law. All disputes arising from or related to this Agreement shall be resolved by the Judicial Court of the District of Lisbon, with express waiver of any other jurisdiction.

22. Final provisions

In the event of a conflict between the documents that make up the Agreement, the content of the documents shall prevail in the following order: Commercial Proposal, Form, Addenda and General Conditions.