

## USAGE GUIDELINES FOR CLOUD SERVICES

These Usage Guidelines for cloud services (hereafter "Usage Guidelines") shall apply to all cloud services offered by innofield AG ("innofield"). By using our cloud services you accept the following Usage Guidelines completely without any alteration.

### 1. SCOPE OF APPLICATION AND CONCLUSION OF CONTRACT

1.1 These Usage Guidelines cover the use of cloud services which innofield provides to its customers (hereafter "Customer"). They are subject to the General Terms and Conditions (GTC) of innofield.

1.2 By using the cloud services the Customer accepts these Usage Guidelines in addition to the GTC. They shall apply throughout the entire term of use of cloud services.

1.3 If there are discrepancies between provisions of the GTC und the provisions of these Usage Guidelines the provisions of the GTC shall prevail unless these Usage Guidelines expressly provide otherwise with reference to the corresponding provision of the GTC.

### 2. USE OF THE CLOUD SERVICES

2.1 The use of the cloud services may only happen in accordance with the GTC, these Usage Guidelines and the law applicable in Switzerland and abroad. The following actions in particular are prohibited:

- Committing a crime (fraud, computer crime, money laundering, infringement of business secrets, document forgery, violence and threats against authorities and civil servants, unauthorised gaming etc.), participating in a criminal act (collaborating, instigating, aiding and abetting), or the transferral of the cloud services for the purpose of the committing of a criminal act by third parties who are

under the supervision of the Customer, such as children, employees, subcontractors etc. (hereafter "Agents").

- Disseminating or making accessible contents that are against the criminal law or civil law (depictions of violence, so-called soft and hard pornography, incitement to disturb the public peace, disruption of freedom of religion and culture, racial discrimination, libel, defamation, infringement of privacy etc.) by the Customer himself or by his Agents. Soft porn may, however, be made accessible if the Customer installs effective controls which merely enable those over 16 years of age to access corresponding contents.
- Unauthorised receipt, storage or dissemination of contents which are protected by law (copyright, trademark, data protection, design and patent law).

2.2 The Customer is obligated to take suitable precautions to prevent the illegal use of the cloud services and to inform innofield immediately of anything appropriate that is found that would prevent the cloud services from being misused. Notwithstanding the limitations on liability provided in Cl. 8 of the GTC, the Customer shall indemnify innofield in full for all claims made against innofield in connection with the use of the cloud services by the Customer and the individuals under his supervision. The loss or damage to be compensated also includes the costs of a proper legal defence of innofield. The Customer undertakes to assist innofield and the third party used by it in any proceedings. innofield is entitled to require the Customer to provide a security deposit as a precautionary measure to ensure coverage of the loss or damage. innofield is entitled to suspend the services or to terminate the contract without giving notice if the security deposit is not provided.

2.3 The installation of resource-intensive applications/scripts on the servers of innofield, resource-intensive downloads and other resource-intensive uses of the cloud services by the Customer which might jeopardize the normal function or security of the network through which innofield provides the cloud services are allowed only with the prior written consent of innofield. innofield is still authorised at any time to revoke with immediate effect a consent that has been granted, on the grounds of ensuring that the infrastructure can operate, and to prevent the use of the relevant applications/software immediately.

Executing the following processes is prohibited in all cases:

- Filesharing-Services (Peer-to-Peer Software)
- Bruteforce Programs/Scripts/Applications;
- Mail Bombs/Spam Scripts;
- Bots, Bouncer, IRC Services

This list is not exhaustive and it is the responsibility of the Customer, prior to installing an application/script, to check whether activation is permitted based on these Usage Guidelines. The Customer can for this purpose send a query to innofield.

### 3. ELECTRONIC MAIL

3.1 The Customer is responsible for the content of the messages which he sends while using a innofield service. The Customer shall indemnify innofield if third parties assert claims against innofield in connection with the transmission of messages on the part of the Customer.

3.2 Sending identical emails to a large number of addressees is prohibited to the extent that this is done without the prior consent of the addressees (opt-in), without correctly stating the identity of the sender or without a reference to a simple and free opt-out (spamming). By way of exception, sending information concerning goods and services without a prior opt-in of the recipient is permitted if the recipient concerned is already a customer of the sender and the message contains information on goods and services similar to the ones already received by the recipient as well as a reference to a simple and free opt-out (Art. 3 (1) lit. o UWG).

3.3 The use of a third party mail server as a distribution station (relay) for the processing of identical unsolicited messages to a large number of addressees with the domain name registered with us is prohibited.

3.4 Offering banner exchange and email exchange pages is prohibited.

3.5 Advertising web sites and services which are operated on the infrastructure provided by

innofield, by means of identical, unsolicited messages to a large number of addressees is prohibited (spamvertising).

## 4. SECURITY GUIDELINES

4.1 A breach of system and network security constitutes a contractual breach for which the Customer shall be liable under civil law. The limitations on liability provided in Cl. 8 of the GTC shall not apply. If the necessary preconditions are met the Customer shall also be liable under criminal law. The following actions in particular constitute such breaches of system and network security:

- Unauthorised access to or unauthorised use of data, systems and network elements, checking the vulnerability of the system or network competence without prior agreement (scanning) or the attempt to penetrate security measures and authorisation measures, without first obtaining the prior written consent of the affected party.
- Unauthorised monitoring of the data traffic without the prior written consent of the competent authorities or the network owner (sniffing).
- Harming of the systems of innofield and its customers, including by mail bombs, mass mailing or other attempts to overload the system (flooding).
- Hacking management information in TCP/IP packets (packet headers), e.g. the TCP/IP addresses or information in the management section (e.g. address of recipients/senders), in an electronic message.

4.2 The passwords or other identifying parameters notified to the Customer are intended for personal use by the recipient and must be treated as confidential. innofield may rely on the fact that the person using an identification parameter is authorised to do so.

4.3 The Customer and his Agents are obligated to terminate use of the cloud services in accordance with the procedure recommended by innofield (for example, closing the browser by clicking on "Logout", "Sign off" or "Exit").

## **5. PROSECUTING BREACHES**

5.1 innofield will prosecute breaches of these Usage Guidelines in accordance with the GTC (see in particular Cl. 3.1.2 and 3.2.4 of the GTC).

## **6. MESSAGES AND CHANGES**

6.1 The Customer is obligated to inform innofield immediately of the defects, disruptions or interruptions of cloud services, systems or software, including all cases of illegal or non-contractual use of the service by third parties (e.g. hackers), which have come to his attention.

6.2 Messages in connection with the Usage Guidelines stipulated here must be sent to: [help@innofield.com](mailto:help@innofield.com).

6.3 innofield reserves the right to amend these Guidelines in accordance with the principles contained in the GTC.

8002 Zurich, 17. April 2014