SERVICE SPECIFICATION

CLOUD&HEAT

THE CLOUD THAT HEATS HOMES WORLDWIDE

SERVICE SPECIFICATION

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PREAMBLE

Cloud&Heat Technologies GmbH (hereinafter „Cloud&Heat") offers so-called cloud computing solutions, particularly in the sector of virtual computer performance and virtual storage. The range of services include particularly (i) a host on which an operating system is already installed and on which further software may be imported by the customer ("Cloud Compute"), (ii) data storage which allows customers to organise data in buckets and retrieve them through an URL („Object Storage"), (iii) Block Storage to be used for persistent storage of virtual instances („Block Storage"), and (iv) hardware with pre-installed data backup software (Cloud-Cuber).

1.   Scope

1.1   The following Service Specification applies to all agreements concluded between Cloud&Heat and the customer. The Service Specification shall be valid from 1 July, 2017. The Service Specification represents a binding contract in conjunction with the Standard Business Terms and Service Level Agreement (SLA).

1.2   The Service Specification specifies the precise content of services offered by Cloud&Heat and utilised by the customer.

1.3   In the event that terms in different documents conflict with each other, such provisions will apply in the following order: Individual contract provisions, Service Specification in conjunction with the Service Level Agreements (SLA), the Standard Business Terms, and statutory provisions.

2.   Amendments to the Service Specification

2.1   Cloud & Heat may amend this Service Specification at any time in the event of a legitimate interest and update it to reflect changed circumstances. In particular, a legitimate interest includes changes in law or the rulings of the highest court, changes in market conditions, currency conversion or similar events. Any amendment will be expressly communicated to all customers in writing or by e-mail six (6) weeks before the effective date of the amendment. If the customer objects the amendment within six (6) weeks, the prevailing version of the Service Specification will remain applicable. The Service Specification, as amended, is deemed to have been agreed to if the customer does not object or give notice of termination within such six-week period or continues to use services provided by Cloud&Heat after the effective date of the amendment. Cloud&Heat undertakes to specifically inform the customer of his/her right of objection upon commencement of the objection period, and of the consequences of any further use of services, when communicating amendments to the Service Specification.

2.2   The provisions of para. 1 notwithstanding, the Service Specification may also be amended by means of an amendment agreement. The same applies to an amendment to the Standard Business Terms (cf. Section 3.2 therein).

3.   Cloud Compute

3.1   The purpose of this product is a decentralised, redundant, safe and energy-efficient cloud compute solution. With Cloud Compute, the customer acquires computing capacity in the cloud on call. Cloud&Heat offers the customer all basic services based on Openstack. The customer may easily receive and configure computing capacity through a simple web interface. Cloud&Heat offers the following functions to the customer:

- Full functionality with OpenStack "RESTful" API
- Basic functions with EC2-API
- User-friendly web interface
- Robust, error-tolerant and scalable infrastructure
- Convenient firewall setting for each instance through security groups
- Different types of instances available depending on performance need, charged according to actual use, smallest unit 1 hour
- Template VM images for easy start
- Full root access to virtual machines

3.2 A price list is available on the homepage of Cloud&Heat at www.cloudandheat.com.

3.3 In principle, prices are calculated according to use, plus statutory VAT.

4. Cloud Object Storage

4.1 The purpose of this product is to store and retrieve your stored data at any time and from any place through an online web service interface. Cloud&Heat offers the following functions to the customer.:

- Storage for unstructured data (backups, files and data of any size)
- Simultaneous access by several users possible
- Simple RESTful HTTP interface, full functionality with OpenStack Swift-API / Rackspace Cloud Files
- Basic functions with S3-API
- Triple replication and persistent storing of data
- Automatic, independent data repair in case of breakdown of individual storage locations
- Replication on various physical computers in a computer centre

4.2 A price list is available on the homepage of Cloud&Heat at www.cloudandheat.com.

4.3 In principle, prices are calculated according to use, plus statutory VAT.

5. Cloud Block Storage

5.1 The purpose of this product is to store on block level as an addition to Cloud Compute. With Cloud Block Storage, Cloud&Heat is able to offer available and reliable storage options which may be added to the computing capacity and which enable customers to perform safe backups of data. Cloud&Heat offers the following functions to the customer:

- Virtual drive (up to 1 TB) for secure storage of important instance data
- Full functionality with OpenStack "RESTful" API
- Basic functions with EBS-API
- I/O operations free of charge
- Persistent storing of data with triple replication on different physical computers
- Higher redundancy than with traditional RAID1
- Automatic, independent repair of stored data in case of breakdown of individual storage locations
- Virtual drive may be connected to any instance
  Various drives may be connected to an instance simultaneously

5.2 A price list is available on the homepage of Cloud&Heat at www.cloudandheat.com.

5.3 In principle, prices are calculated according to use, plus statutory VAT.

6. CloudCuber

6.1 Subject of this product is hardware with preinstalled data backup software and storage capacities in

the Cloud&Heat infrastructure. The encrypted storage of data takes place at the local hardware; this data will be also mirrored at Cloud&Heat storage. Besides classical local storage, data is stored at multiple German locations. Thereby, Cloud&Heat ensures highest data safety according to German standards. Besides scrambling the directory structure and data names, all data is encrypted. The key remains with the customer only, so that access by unauthorised persons as well as Cloud&Heat and their partners is not possible. The following functions are provided by Cloud&Heat to their customers:

- Hardware components with windows server
- Operation independent dashboard
- Fully automated replication of locally storage data in the cloud
- Secure encryption with AES at CloudCuber hardware and Cloud&Heat mirroring implemented
- Data storage at at least two, geographically separated locations. A persistent data storage with 3-fold-replication takes place at every single location
- Data shall be transferred encrypted only (SSL)
- Neither Cloud&Heat and partners not third parties have knowledge of real names of data and of un-encrypted data content
- Customers can export / safe / print machine keys for data recovery
- Full control over the usage of the local internet connection for the upload in the Cloud&Heat infra-structure

6.2   A price list is available on the homepage of Cloud&Heat at www.cloudandheat.com.

6.3   In principle, prices are calculated according to use, plus statutory VAT. The contract for the paid usage shall be made for the duration of 24 months. The contract shall be extended automatically by 12 months, unless it is terminated by one of the parties within a period of one month before date of expiration.

7.   Obligations of Cloud&Heat

7.1   Cloud&Heat enables the customer the access to services which they booked and offers to perform them. The services are provided and administrated in real time and invoiced based on use.

7.2   Cloud&Heat is not obliged to provide storage on an own server. If storage is rented by a third party, the customer has to be informed by Cloud&Heat.

7.3   Cloud&Heat has to ensure permanent connection of the server to an Internet interface. Cloud&Heat agrees to make an effort to ensure that the data and contents stored on the server are permanently available for retrieval. Successful retrieval in individual cases is not owed.

7.4   Cloud&Heat is obliged to enable the customer to store data on the server provided at any time by accessing the server. Cloud&Heat will provide access authorisation for this purpose.

7.5   Cloud&Heat reserves the right to change technologies employed (server, operating system) and means of communication in line with recognised technical standards and its contractual obligations. Cloud&Heat must take into consideration the legitimate interests of the customer in the availability of services he/she booked. Cloud&Heat must inform the customer about this two (2) weeks before the effective date of any changes in writing (signature not required; § 126b German Civil Code - BGB) and to request him/her to communicate any concerns against the planned change which concern the availability.

8.   Obligations of the customer

8.1   The customer must store his/her data independently. He/she is exclusively responsible for the technical aspects and the contents of storage.

8.2   The customer grants Cloud&Heat a non-exclusive, non-transferable right, limited to the location of the

server used and to the term of this agreement, for any data and contents protected by copyrights which are stored on the server in order to unrestricted reproduction of the data and contents in accordance with the fulfilment of contractual performance obligations. The reproductions must only be executed on the server of Cloud&Heat or on a remote server utilised by it. On the other hand, the provider can make backup copies which are limited to the necessary extent.

8.3   The customer grants Cloud&Heat the non-exclusive, non-transferable, world-wide right, which is limited to the term of this agreement, to submit data and contents under copyright, which are stored on the server, to the public through the network maintained and used by Cloud&Heat and the Internet in such a way that third-party members of the public may access them at any time and from any place.

8.4   The customer is obliged to keep the access data provided to him/her a secret from unauthorised third parties and to keep them safe from the access of unauthorised third parties so that an improper use of the data by third parties for the access is impossible. The user has to change the password in regular intervals for security reasons. Third parties that use the Internet connection of the customer with their knowledge and consent are not authorised.

8.5   The services of Cloud&Heat do not exempt the customer from his/her obligation to adhere to customary and recognised security standards, such as the use of regularly updated anti-virus programmes, a plausibility check of incoming data, data backup (unless Cloud&Heat takes over data backups for the customer) as well as regular password changes and a customary access control.

8.6   The customer undertakes not to send or let send e-mails which include advertisement without the explicit consent of the respective recipient (cf. § 7 (2) German Law on Unfair Competition; § 28 German Federal Data Protection Act). This applies particularly if the respective e-mails are distributed with the same content in large quantities (spamming).

9.   Liability

9.1   Cloud&Heat cannot assume substantive liability for content submitted by the customer. Cloud&Heat is not obliged to review any contents delivered for legality.

9.2   In the event that contents stored by the customer on the contracted-for storage contain any infringement, he/she will indemnify Cloud&Heat from all claims arising thereof and will bear all costs incurred thereby. This also includes the costs for legal defence.

Data transfer and storage via CloudCuber shall take place encrypted only. Every customer has his/her own key. Cloud&Heat does not have any access to the keys used for data encryption as well as data stored in the cloud. If the keys needed to encrypt data in the software client get lost, access to the data stored at Cloud&Heat will not be possible. Data backup on a regular basis is highly recommended.

10.   Blocking contents

10.1   If the customer breaches one or more of the obligations mentioned (Section 6.4 Standard Business Terms) or third parties produce evidence for such an infringement, Cloud&Heat is entitled to immediately discontinue the performance of services.

10.2   The customer must be informed in the event contents were blocked including an indication of the reasons. A block must be removed immediately if the reasons therefore no longer apply.

10.3   Cloud&Heat is entitled to terminate the contractual relationship without notice in the event data may be legitimately blocked. For this to apply, Cloud&Heat must first unsuccessfully request the customer to take remedial action. Such a request is not required in case of serious infringement. Notice of termination is to be given within a reasonable period upon learning of the reason for termination.

11. Guarantee of availability / Service

11.1 The services of Cloud&Heat are performed on a platform which is operated in a computer centre specifically for this purpose. The availability of services amounts to 99% per year on average. Services are provided according to existing capacities and the access selected by the customer, in general 24 hours a day. In case of major maintenance which requires an interruption in services, the customers will be informed one week beforehand to the extent that Cloud&Heat itself receives timely notice of such work. Interruptions in services which occur during scheduled maintenance work are not covered by the availability clause.

11.2 Cloud&Heat will perform required maintenance work in low-use periods to the extent that this is possible.