

Special Service Terms

Special Product Terms VM Cloud Provider Program (hereinafter "Service")

Based on the ALSO GTCs, the parties agree on further terms and conditions in accordance with these Special Service Terms (hereinafter "SST") for the Service. These SSTs shall take precedence over the GTCs. In case of conflict of these SST and the GTC, these SST shall prevail. GTC, SST and applicable VMware guides, form the entire agreement regarding VCCP between the Parties (hereinafter "Agreement").

1. Service Description

1.1. ALSO Schweiz AG (hereinafter "Aggregator") has concluded a consumption contract (VMware VSPP Aggregator Exhibit) with VMware for the distribution of VMware software "VMware Cloud Provider Program Products" (hereinafter "VCCP"). This allows ALSO to conclude rental agreements with its customers (hereinafter "Service Provider") and to authorize them to provide hosting offers to end customers (hereinafter "End Customers").

1.2. Under these SSTs the following VCCP Plans (hereinafter "Products") are available:

- VCCP 360 Plan
- VCCP 1800 Plan
- VCCP 3600 Plan
- VCCP 10800 Plan
- VCCP 18000 Plan
- VCCP 30000 Plan
- VCCP 100000 Plan

1.3. The actual contractual performance (Products in usage) is set out in the offer.

2. Terms and Conditions of the Service

2.1. Any previous rental agreements between the parties are replaced by these SSTs.

2.2. Service Provider

- a) shall be compliant with all applicable VMware guides. Aggregator reserves the right to suspend or discontinue distribution of Product entitlements to Service Provider if Service Provider is not – or if Aggregator assumes so - compliant with applicable law and VMware guides.
- b) confirms that it is a current member of VCCP in good standing.
- c) resells or re-distributes the Product entitlements to End Customers.
- d) submits orders as described in the VCCP guide.
- e) undertakes to provide to Aggregator with all the information needed to report and invoice to VMware. Service Provider shall collect the monthly demand that it makes available to End Customer(s) (wherever possible using the latest VCloud Usage Meter Tool) and confirm this on the VMware Commerce Portal by the 10th day of each month. Service Provider guarantees the accuracy of the reported data and is liable for incorrect information.

3. Third party terms

All applicable VMware terms and conditions (hereinafter “VMware Terms”) apply, including but not limited to the following:

- VMware Cloud Provider Program Product Usage Guide – may be updated by VMware at any time;
- VMware Partner Connect Program Guide – may be updated by VMware at any time;
- VMware EULA – may be updated by VMware at any time. Service Provider shall ensure that the VMware EULA terms are passed on to the End Customer.

VMware Terms are available in the VMware Cloud Provider Commerce Portal:
<https://vmware.my.site.com/partnerconnect/s/contentdocument/0692H00000GDPfIQAX>

4. Payment and pricing

- 4.1. Service Provider shall pay to Aggregator those fees that are based upon the usage of the Products reported to Aggregator by Service Providers, according to the applicable VMware guide.
- 4.2. Irrespective of the actual costs of effective usage, Aggregator reserves the right to charge an administrative fee of CHF 350.00 in the event of late or non-reporting after a written reminder.
- 4.3. Aggregator may adjust prices with 20 days prior written notice to the Service Provider.

5. Term and Termination

- 5.1. This Agreement become valid upon activation of the contract by the Aggregator in the VMware Cloud Provider Commercial Portal and, unless terminated earlier as provided in this Agreement, shall continue in full force for 12 (twelve) months (hereinafter “Term”) thereafter.
- 5.2. After the Term, this Agreement extends automatically for 12 (twelve) months. For the avoidance of doubt, discontinuation of the use does not terminate this Agreement.
- 5.3. Service Provider may terminate this Agreement upon prior written notice to the end of the Agreement term. Extraordinary termination by the Service Provider result in additional costs, which will be charged and invoiced by VMware directly to the Service Provider.
- 5.4. Aggregator may terminate this Agreement immediately at any time.

6. Miscellaneous

- 6.1. Aggregator may unilaterally change this Special Service Terms at any time. Aggregator will provide the Service Provider with notice of any changes, via email or through other means. Service Provider's continued provisioning of the Service after a change has been notified, constitutes Service Provider's acceptance of the modified Special Service Terms. A notice from Service Provider to Aggregator stating that the modified Special Service Terms are not accepted is invalid. If the Service Provider does not accept a change to this Agreement, Aggregator may suspend his account.