

Special Terms of Service

For Nutanix MSP Service (hereinafter referred to as "Service")

Valid from 1 February 2026

Based on the General Terms and Conditions of ALSO Switzerland AG (hereinafter referred to as "GTC"), the parties agree to additional terms and conditions in accordance with these Special Terms and Conditions for the Nutanix MSP Service (hereinafter referred to as "**SST Nutanix**" or "SST"). In the event of any conflict between these SST Nutanix and the GTC, these SST Nutanix shall take precedence. The GTC and the SST Nutanix constitute the entire agreement between the parties regarding Nutanix MSP Services (hereinafter referred to as the "Agreement").

1. Service Description

- 1.1. The service includes the provision of usage-based Nutanix subscription licenses as part of the Nutanix Elevate Service Provider Program. ALSO acts as an SP Aggregator and does not provide its own technical operation, monitoring, or support services, unless separately agreed in writing.
- 1.2. ALSO provides services to the Reseller under the Nutanix Elevate Service Provider Program as an SP Aggregator in accordance with the Nutanix Elevate Service Provider Aggregator Agreement.
- 1.3. The services are based on a consumption-based licensing model in accordance with the currently valid Nutanix Rate Card and the Consumption Pricing Contract concluded between ALSO and Nutanix.
- 1.4. The Nutanix software is licensed, not sold. The Reseller receives only the rights of use granted by Nutanix. Ownership rights remain with Nutanix.

2. Terms and conditions of the Service

- 2.1. Commitment and term. The Reseller undertakes to comply with the minimum term and the minimum monthly commitment in accordance with the respective offer. The commitment is payable regardless of actual usage. Early termination does not release the Reseller from the obligation to pay all amounts due during the commitment period.
- 2.2. Orders. All orders and minimum monthly commitments are binding, non-cancellable, and non-refundable, even in the event of early termination or contract termination. The order is subject to acceptance by Nutanix. If Nutanix rejects an order, ALSO is not obligated to perform.
- 2.3. Promotional credits. Promotional credits or comparable credits granted by Nutanix will be passed on by ALSO to the Reseller to the same extent.
- 2.4. IP indemnity. Indemnification for intellectual property infringements shall be limited exclusively to the scope of the obligations assumed by Nutanix towards ALSO. Claims resulting from the following are excluded in particular:
 - Modifications
 - Combination with third-party products
 - Continued use despite knowledge of an alleged infringement
 - Independent performance by Resellers
- 2.5. Availability and performance. ALSO does not guarantee the uninterrupted availability, specific performance characteristics, or performance of Nutanix products. Only the services and conditions provided by the manufacturer are authoritative.
- 2.6. Reporting and audit. The Reseller undertakes to record and report all usage-related data required for proper billing to Nutanix in a complete and truthful manner. ALSO is entitled to request appropriate evidence.

3. Third-party terms and conditions

The Reseller acknowledges the obligations of the following third-party terms and conditions and confirms that they have read and understood them:

- Nutanix License and Services Agreement (NLSA), available at <https://www.nutanix.com/solutions/legal>
- SP Partner Program Agreement, available via the Nutanix Partner Portal
- Currently valid Policies & Practices, available via the Nutanix Partner Portal
- Partner Data Processing Addendum, available at <https://www.nutanix.com/solutions/legal>

These documents apply in addition to this SST. In the event of a conflict, they shall take precedence over this SST only to the extent that ALSO is obliged to pass on corresponding obligations due to mandatory manufacturer conditions.

The Reseller confirms that it has active access to the Nutanix Partner Portal or will obtain such access independently. The Reseller is obligated to independently inform itself about the applicable third-party terms and conditions and to ensure compliance with them.

4. Prices and payment terms

- 4.1. Currency. Notwithstanding Section 4 of the ALSO Terms and Conditions, Nutanix services shall be invoiced in USD, provided that ALSO also invoices Nutanix in USD. Currency and exchange rate risks shall be borne by the Reseller.
- 4.2. Commitment structure. The Reseller undertakes to pay the Minimum Monthly Commitment defined in the respective offer for the entire Commitment Period. The Minimum Monthly Commitment is payable regardless of actual usage (see also Section 2.1 above).
- 4.3. Advance payment. The Minimum Monthly Commitment is invoiced in advance in accordance with the agreed Advance Payment Cycle (e.g., monthly, quarterly, or annually). A refund of contributions already paid is excluded.
- 4.4. Additional usage. Usage above the Minimum Monthly Commitment will be billed retrospectively according to actual usage and invoiced additionally.
- 4.5. Taxes and deductions. All payments are to be made without deduction. If a tax deduction is required by law, the amount owed is to be increased (gross-up) so that ALSO receives the full invoice amount.
- 4.6. For further information, please refer to the ALSO General Terms and Conditions.

5. Term and Termination

5.1. The subscription begins:

- a) on the start date specified in the respective offer or order confirmation; or
 - b) if no fixed start date has been agreed, on the date on which Nutanix provisions the relevant licenses and makes them available for use,
- whichever occurs later.

If an order is accepted after the expiration of an offer or after the scheduled start date, the term begins on the date of acceptance or provisioning by Nutanix.

5.2. Contract term / commitment period.

The term corresponds to the commitment period defined in the respective offer (e.g., 36 months).

During this commitment period, the Reseller owes the agreed minimum monthly commitment regardless of actual usage.

Ordinary termination before the end of the commitment period is excluded.

5.3. End of subscription

The subscription ends:

- a) automatically upon expiry of the agreed commitment period; or
- b) in the event of extraordinary termination in accordance with ALSO's General Terms and Conditions; or
- c) upon termination of the underlying Nutanix program or the supply relationship between ALSO and Nutanix.

Upon termination, the right to use the Nutanix software ends immediately.

The Reseller acknowledges that ALSO shall not be liable for any resulting damages, lost profits, or other claims in the event of termination or restriction of the Nutanix Program or the supply relationship between ALSO and Nutanix, unless ALSO caused such termination intentionally or through gross negligence.

5.4. Consequences of early termination

In the event of termination before the end of the Commitment Period – for reasons for which ALSO is not responsible – the following shall apply:

- a) all outstanding invoices become due immediately; and
- b) all outstanding commitment amounts until the end of the agreed term shall become due for payment immediately.

Further claims in accordance with ALSO's General Terms and Conditions remain reserved.

6. Miscellaneous

- 6.1. ALSO has the right to unilaterally amend these SST at any time. The version of the SST current at the time of the order shall apply. The customer's continued use of the service after an amendment shall be deemed to constitute the customer's acceptance of the amendment to the special terms and conditions of service. If a customer does not accept the amendments to these terms and conditions, ALSO shall be entitled to block the customer's account.
- 6.2. These SST are provided in English, German, and French. In the event of contradictions or disputes, the German version shall prevail.
- 6.3. Unless otherwise specified, the terms defined in the GTC have the same meaning in these SST. References to the GTC are to be understood and interpreted as including this SST addendum.