G-CORE MASTER SERVICES AGREEMENT

Last updated: September 25, 2017

YOU MUST CAREFULLY READ THIS G-CORE MASTER SERVICES AGREEMENT ("AGREEMENT" or "MSA") BEFORE SIGNING, EXECUTING OR OTHERWISE PLACING YOUR SERVICE ORDER FOR G-CORE SERVICES. BY ORDERING G-CORE SERVICES YOU AGREE TO BE BOUND BY THE LATEST AMENDED VERSION OF THIS AGREEMENT.

This Agreement is entered into between **G-Core Labs S.A.**, incorporated under laws of Luxembourg, established and having its registered office at 2A, Rue Albert Borschette, L-1246, Luxembourg (hereinafter referred to as "*G-Core*"), and you, **the Customer**, who placed the Service Order or executed a similar document with reference to this Agreement (hereinafter referred to as "*Customer*"). G-Core and Customer are hereinafter referred to individually as a "*Party*", or collectively as the "*Parties*".

1. Definitions

"**Acceptable Use Policy**" (AUP) means the policy currently available at http://gcore.lu/legal, as it may be updated by G-Core from time to time.

"**Accepted**" or "**Acceptance**" means a Party's authorized execution and acceptance of a document.

"**Affiliate**" means an entity directly or indirectly Controlled by, Controlling or under common Control with a Party, now or in the future. An entity will "Control" another entity when it owns more than 50% of the equity or other voting interests, or otherwise has management and operational control.

"**Change of Control**" means one or more transactions whereby (a) Control of a Party is transferred, directly or indirectly, whether by operation of law or otherwise, (b) all or substantially all of such Party's assets or equity securities are acquired by a person, firm or entity or (c) such Party is merged or consolidated with or into another entity; provided, that, in any case, such Party's equity owners of record immediately before such transaction(s) will, immediately after such transaction(s), hold less than 50% of the voting power of the succeeding, acquiring or surviving entity.

"**Customer Content**" means content, software, data, video or information of Customer and/or End Users, including third-party content, software, data and equipment, provided or made available to G-Core for storage, delivery or otherwise in connection with Services.

"**Customer Data**" includes all data that identifies Customer, or their respective End Users. Customer Data may include Customer name, employee contact information, End User Data, data necessary for account establishment, billing data or content transmission data when such data identifies Customer.

"**Days**" means calendar days unless otherwise indicated.

"**Effective Date**" means a date when this Agreement enters into legal force.

"**End User**" means a subscriber, member, end-user, customer or other visitor of an online site or service owned and/or operated by Customer.

"**End User Data**" includes End User name, address, contact information, usage, billing or any other data that personally identifies authorized End Users of the Services.

"**Intellectual Property Rights**" means all patents, copyrights, trade secrets, trademarks and trade names, goodwill and marketing rights related thereto, works of authorship, inventions, discoveries, improvements, enhancements, methods, processes, formulas, designs, techniques, derivative works, know how, all other intellectual property or proprietary rights (registered or not) and equivalents or similar forms of protection existing worldwide, and all applications for and registrations in such rights.

"**Quotation**" means a non-binding proposal communicated to Customer, specifying Services to be performed and the associated fees and charges (collectively "Fees"). Upon Customer's approval of a Quotation, G-Core will send to Customer a Service Order for Acceptance.

"**Service Order**" means a service specification, price, quantity and Customer commitment for G-Core services, based on a mutually accepted Quotation, of standard or non-standard Services to be performed by G-Core for the specified time period.

"**Service Start Date**" means the Service start date set forth in the applicable Service Order.

"**Service Level Agreement**" (SLA) means all service level agreements that we offer with respect to the G-Core Services, currently available at http://gcore.lu/legal, as it may be updated by G-Core from time to time.

"**Services**" means all of the G-Core services as set forth in any applicable Service Order that G-Core provides to Customer pursuant to this Agreement.

"**Services Specification**" means the rights, limitations and restrictions and other service specific details for particular Services, currently available at http://gcore.lu/legal, as it may be updated by G-Core from time to time.

"**Taxes**" means any applicable foreign or domestic taxes, tax-like charges, tax-related charges and other charges or surcharges assessed in connection with Services, including all excise, use, sales, value-added and other fees, surcharges and levies.

2. **Services**

2.1   G-Core will provide Services to Customer as specified in a mutually Accepted Service Order, subject to the terms and conditions herein. Within five Days after Customer has submitted to G-Core an Accepted Service Order, G-Core will respond with Acceptance or reason for non-Acceptance. G-Core will not be bound to provide Services until the applicable Service Order has been mutually Accepted. However, if Customer begins using Services before the Service Start Date in an applicable Service Order, the provision and use of such Services nonetheless will be governed by the terms of this Agreement, the Services Specifications, the SLA, the AUP and the Service Orders.

2.2 Customer acknowledges that G-Core (a) does not own or control all local circuit links, leased co-location spaces, leased space cross-connects, Internet service providers ("ISP") providing connectivity to G-Core, other networks outside the connectivity to G-Core or ISPs, or the Internet and except as set forth in the SLA, G-Core will not be responsible for performance or non-performance within such networks or within non-G-Core operated interconnection points between the connectivity and other networks, (b) is a mere intermediary (i.e., mere conduit in accordance with article 12 of Directive 2000/31/EC on E-Commerce and the implementing article 60 of Luxembourg E-Commerce Act of 14 August 2000) for transmission of Customer Content and does not exercise editorial or other control over such materials and (c) will not be responsible for, and expressly disclaims any liability arising from, any such materials or other data accessible on the Internet or for any actions taken on the Internet.

2.3 G-Core may at any time, and without notice, use the services of one or more Affiliates, suppliers or sub-contractors in connection with the performance of its obligations under this Agreement, and Customer's obligations to G-Core extend to those parties when acting on G-Core's behalf.

2.4 To be eligible for a Service Credit under the SLA as defined there, Customer must be in good standing with no delinquent invoices, in addition to any other SLA requirements. The SLA is also not applicable during any trial period.

2.5 Given the nature of the Services, Customer, and not G-Core, is solely responsible for (i) all bandwidth abuse, theft or other unauthorized usage or activity occurring on Customer 's account (e.g., leeching or hotlinking/direct linking to content), (ii) all resulting Fees and costs, (iii) implementing any monitoring, defensive or protective tools or measures (whether offered by G-Core or a third party) related to Customer's account and (iv) regularly monitoring all usage of bandwidth and Services and other activity on Customer's account. G-Core makes available to Customer, through the G-Core reporting tools, data regarding Customer's billable usage of bandwidth or Services; but G-Core is not responsible for notifying Customer of usage or activity patterns occurring on Customer's account.

2.6 G-Core may modify the configuration of the Services, provided such modifications are necessary due to technical, economic or regulatory developments or to maintain the quality standard of Services and such modification will not affect the essential characteristic features of Services ordered. In such event, G-Core shall use commercially reasonable efforts to notify Customer prior to any such modification becoming effective. Customer's continued use of Services following the modification will constitute Customer's acceptance of the modification.

2.7 G-Core or any of its subcontractors will from time to time carry out routine maintenance or improvements to the network, software, facilities, servers, network equipment or other technical equipment required for the provision of the Services ("Scheduled Maintenance"). Scheduled Maintenance may cause interruptions to the Services in part or as a whole.

2.8 G-Core may carry out Scheduled Maintenance which is unlikely to affect the Services at its own discretion and without notice. Insofar as Scheduled Maintenance will likely cause interruptions to the Services in part or as a whole or any other problems for the Customer, G-Core will notify Customer at least seven Days in advance or with as much advance notice as reasonably possible in the event that G-Core receives a maintenance notification from an underlying provider. The notification will include time and date, duration and description of any such work. Notwithstanding the foregoing, if G-Core reasonably believes that timely providing such notice would result in an unacceptable risk of a defect, damage or loss of integrity to the G-Core's network, G-Core may

perform such work and may serve notice to Customer of the need to perform emergency maintenance on the network with a notice period reasonable under the given the circumstances.

2.9   For the purposes of this Agreement, one Kbps is equal to 1,000 bits; one Mbps is equal to 1,000 Kbps; one Gbps is equal to 1,000 Mbps etc; one KB is equal to 1,000 bytes; one MB is equal to 1,000 KB; one GB is equal to 1,000 MB; one TB is equal to 1,000 GB; one PB is equal to 1,000 TB etc.

3.   Acceptable Use

3.1   As between the Parties, Customer is solely responsible for any Customer Content stored, reproduced, displayed or distributed using Services. All use of Services, unless otherwise indicated in a Service Order, is governed by the AUP, which is made a part of this Agreement.

3.2   If G-Core determines, in its sole reasonable discretion, that Customer Content or Customer's use of Services violates the AUP or otherwise adversely impacts the Services, G-Core reserves the right to take remedial measures including blocking or disabling access. G-Core will use commercially reasonable efforts to limit the measures to the extent necessary to resolve the adverse impact without undue interruption of Services. The Parties will work together in good faith to resolve the problems or issues causing, in whole or part, the adverse impact.

4.   Cooperation and Customer Obligations

4.1   For Services to function as intended, Customers must cooperate in good faith with G-Core to configure and enable Services. When Customer elects to send or receive Customer Content using Services, Customer is solely responsible for modifying its content identifiers, consistent with instructions that G-Core provides, to enable G-Core to deliver the selected content. This may include changing the alias information in Customer's DNS record so that hostname addresses of page objects resolve to G-Core's servers.

4.2   Customer acknowledges that the timely and successful performance of Services requires good faith cooperation by the Customer. Therefore, Customer will (a) furnish all information reasonably requested by G-Core, (b) comply with all laws, regulations, orders and statutes which may be applicable to Customer, and (c) timely perform its obligations as necessary to meet any schedule or deadline in the applicable Service Order. In the event that any failure by the Customer to comply with the provisions of this section 4 results in any delay, deficiency or interruption in the performance of Services, G-Core shall not be deemed in breach of the applicable Service Order for such delay and Customer shall be responsible for any costs reasonably incurred by G-Core in addressing and remedying such delay, deficiency or interruption.

4.3   The Services provided by G-Core pursuant to this Agreement and under any Service Order shall only be used for purposes assumed under this Agreement, and in accordance with applicable local legislation, rules and regulations. G-Core shall be entitled, at its reasonable option, to immediately suspend Services if in its sole opinion Services are being used in a manner that may result in liability or other damage for G-Core.

5.   Fees and Payment

5.1   Customer will pay to G-Core all Fees incurred on Customer's account in full, as set forth in this Agreement and any Service Order, without set-off, withholding or deduction by Customer.

Customer bears all charges of its bank or the intermediary banks. G-Core will provide notice of all changes to the Services, including new features, functions or services. The new Services will be effective on the date set forth in the notice. For Services purchased without a monthly or other rate commitment or where such commitment has terminated or expired, G-Core will provide thirty Days' notice of rate increases.

5.2   All charges are exclusive of Taxes, Customer is solely responsible for all Taxes payable in connection with Services. If Customer provides G-Core with a valid, duly executed tax exemption certificate, G-Core will exempt Customer from Taxes in accordance with the law, effective on the date G-Core receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to G-Core, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to G-Core will be increased so that, after any such deduction or withholding for taxes, the net amount received by G-Core will not be less than G-Core would have received had no such deduction or withholding been required.

5.3   Upon mutual Acceptance of a Service Order, G-Core will begin billing Customer for all monthly recurring charges (each, a "MRC"). At the beginning of a calendar month, G-Core will bill Customer in advance for MRCs for the Services to be provided in that month. G-Core will invoice Customer for any overage and other usage charges, if applicable, the following month the usage occurred.

5.4   All Fees will be billed and payable in euros, unless otherwise mutually agreed in writing. Customer will pay all MRCs through the Term, regardless of whether or how much Customer uses the committed Services. If G-Core cannot begin timely delivery of Services for any reason caused by Customer, G-Core nonetheless may, in its sole discretion, begin billing Customer for MRCs as of the Service Start Date. Any Service Credit granted under the SLA for a Downtime (as defined in the SLA) will be applied to the next applicable invoice, against any charges for MRCs and/or overages.

5.5   Unless otherwise agreed to in writing by the Parties, Customer shall pay all invoices within fourteen Days of the invoice date by transferring the invoiced amounts to the bank account designated on the invoice. All invoices may be provided to Customer electronically. In respect of all due and unpaid invoiced amounts, G-Core reserves the right to charge (i) in addition to the legal interest, an interest of one and three-quarters percent (1.75%) per month of all invoiced amounts from the due date as set out above until full and final payment of such amounts and (ii) reasonable collection costs incurred in respect of such unpaid invoiced amounts, including but not limited to reasonable legal expenses.

6.   Defects

6.1   A "Defect" occurs only in case a Service does not operate according to the applicable Service Levels or other levels agreed by the parties in writing.

6.2   In case of Defects, the claim of Service Credits, as defined in the SLA, shall be Customer's sole and exclusive remedy. Customer may contact G-Core for notification of Defects by email (support@gcore.lu).

6.3   Customer has to notify G-Core in writing of any Defects immediately, but no later than three Days, upon Customer's discovery of the Defects. The notification has to contain a Defect report ("Defect Report") to G-Core that includes (a) Customer name and, as applicable, on-site technical contact

information (telephone number, email address and hours of operation of the responsible Customer contact); (b) a reasonably detailed description of the Defect, together with any supporting information that Customer's engineers believe will assist G-Core in its diagnostic process (including e.g. time of first occurrence of Defect, affected systems, error messages etc.); and (c) the date and time that Customer identified the Defect for the first time.

All communication between Customer and G-Core regarding Defect Reports and remedying of Defects shall be in English.

6.4   G-Core is not obliged to remedy Defects, and will not be held otherwise liable, and Service Credits will not be granted in connection with any failure or deficiency caused by or associated with the following, each an "Excluded Cause": (a) equipment, software or other technology not provided by G-Core; (b) Customer's equipment, software or other technology, including without limitation the Customer's servers; (c) use of Services other than agreed with G-Core, in particular any use in violation of the Agreement; (d) actions, omissions or interventions by Customer or its agents, contractors or vendors, including without limitation, any negligence or willful misconduct; (e) any third party's actions or interventions (excluding actions or interventions by G-Core's Affiliates); (f) Scheduled Maintenance, emergency maintenance or Customer-requested service interruptions; (g) failure in local access circuits or cross connects connecting the Customer to G-Core's network; (h) conditions at the Customer's premises such as power supply, climate or housing; (i) false service outages and downtimes reported due to errors of any SLA measurement system; (j) an event of Force Majeure; and/or (k) the suspension, interruption or termination of Services in accordance with the Agreement.

6.5   Customer acknowledges that Customer shall reimburse G-Core for any Services provided by G-Core if G-Core was not obliged to provide this Services due to an Excluded Cause. In particular, G-Core reserves the right to charge Customer for resources devoted by G-Core to the receipt, investigation, troubleshooting and/or clearance of Defects reported by Customer that are not attributable to G-Core (e.g., no Defect is found or the reported Defect is caused by an Excluded Cause). If a Defect reported by Customer is found not to be attributable to G-Core, then Customer shall compensate G-Core at G-Core's then current hourly rates (depending on the level of technical qualification of G-Core's personnel that investigated the alleged Defect) and for any expenses G-Core may have incurred (e.g. for using G-Core's Affiliates and/or G-Core's subcontractors) when investigating and/or remedying the alleged Defect. G-Core will invoice these charges for the Defect support and Customer shall make payment in accordance with the terms of the Agreement.

7.   Grant of Rights, Intellectual Property

7.1   G-Core grants to Customer, as applicable, the non-exclusive right to access and use the Services during the Term solely for the purposes of this Agreement. As between the Parties and subject only to the rights of use expressly granted by G-Core herein, G-Core retains all worldwide rights, title and interest in and to the Services, G-Core equipment, network and methodologies, software or other Intellectual Property Rights embodied therein provided in connection with the Services, G-Core Confidential Information, all revisions thereto, derivatives thereof and all Intellectual Property Rights therein, whenever developed. Customer will not, except insofar as permitted by applicable law, and will require End Users to not, either directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from Services or G-Core Confidential Information. Customer will provide reasonable assistance to G-Core, at G-Core's cost, to secure protection of G-Core's Intellectual Property Rights, including

assistance in preparing and filing applications, registrations, assignments and other instruments to perfect title.

7.2   Customer grants to G-Core, and its agents, suppliers and subcontractors, the non-exclusive right to access and use, ingest, reproduce, format, store, distribute, display, perform and make modifications to Customer Content, including encoding, decoding, translating, compressing, decompressing, encrypting, decrypting, repackaging, encapsulating, de-encapsulating, chunking, segmenting, storing, transmitting, distributing, making derivative works of and otherwise managing instances of such Customer Content and associated metadata, solely for the purposes of this Agreement. The foregoing license includes the creation, storage, duplication, modification and distribution of packages that include Customer Content in connection with the performance by G-Core of the Services requested by Customer pursuant to this Agreement. As between the Parties and subject only to the licenses expressly granted by Customer herein, Customer or End Users, as applicable, retain all rights, title and interest in and to Customer Content, Customer Confidential Information and other Customer Intellectual Property Rights. Except insofar as permitted by applicable law, G-Core will not, either directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from Customer Content or Customer Confidential Information.

8.   Customer Data

8.1   Customer acknowledges that G-Core, its Affiliates and their respective agents will, for the purpose of the provision of Services, come into processing of Customer Data. However, Customer shall remain the data controller for the purposes for the applicable data protection laws with G-Core, its Affiliates and their respective agents having only the functions of data processor acting on behalf of Customer.

8.2   G-Core will use reasonable technical and organizational measures to protect Customer Content and Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing. Customer will provide G-Core with direction as to processing of the Customer Content and Customer Data in accordance with Customer's then current privacy policy and other privacy laws, rules and regulations applicable to Customer. Without prejudice to subsection 8.3, all use of Customer Data by G-Core will be at Customer's direction and solely on behalf of Customer, including as set forth in this Agreement.

8.3   Customer acknowledges and agrees that G-Core, its Affiliates and their respective agents may use, process and/or transfer Customer Data (including transfers to entities in non EEA countries that do not offer an adequate level of protection for the processing of personal data as required under the EU Directive 95/46/EC, as may be amended and replaced in the future): (i) in connection with the provision of Services; and (ii) to incorporate Customer Data into databases controlled by G-Core and its Affiliates for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and Customer analysis and reporting, marketing and Customer use analysis.

8.4   Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of End User Data and other Customer Data as described in this section. Customer shall comply with all applicable data protection laws, specifically execute all respective Model Contracts for the transfer

of personal data to third countries and take other actions required. This shall include inter alia making notifications or obtaining authorisation from authorities of the relevant jurisdictions regarding the transfer of End User Data and other Customer Data by G-Core outside the EU/EEA.

8.5 Customer will not provide to G-Core any Customer Content: (a) that is inappropriate or unlawful; (b) contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code or any other content, which may compromise the Services or G-Core's network; (c) that violates the property rights of others, including unauthorized images, programs, trademarks or other Intellectual Property Rights; or (d) that has any links or connections to any of the above.

9. Processing of End User Data

9.1 Customer acknowledges that G-Core, its Affiliates and agents can, by virtue of providing Services, process End User Data with Customer remaining the controller of such data.

9.2 Customer acknowledges that any processing of End User Data occurs exclusively at the direction and discretion of the Customer, such direction and discretion exercised through workflows or other agreed upon means.

When processing such End User Data, G-Core, its Affiliates and agents will furthermore in accordance with article 22 (2) and (3) of the Luxembourg Data Protection Act of 2 August 2002 implement technical and organizational measures to protect the End User Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

9.3 Nothing in this section is intended to restrict the rights and obligations of G-Core and Customer in respect of Customer Data as defined and as set forth above.

10. Confidentiality

10.1 "Confidential Information" means, with respect to a Party ("Disclosing Party"), all non-public confidential information pertaining to such Party's business (including such information of a Party's subcontractor or a Party's Affiliate), in particular information containing customer lists, customer information, technical information (including technical layouts and designs, configurations of cables, network etc.), pricing information, trade secrets, financial positions, customer communications or proposals, benchmarking information, satisfaction surveys or information relating to business planning or business operations and the terms of this Agreement including any Service Order. G-Core and Customer will comply with this section 10 when exchanging Confidential Information under this Agreement, including any Service Order. Confidential Information will be designated and/or marked as confidential when disclosed. However, any information that the Party receiving such information ("Receiving Party") knew or reasonable should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party even if not designated or marked as such.

10.2 The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party

only to exercise rights and perform obligations under this Agreement. Confidential Information of the Disclosing Party will be disclosed only to those employees of the Receiving Party with a need to know such information. G-Core may, for the purpose of exercising rights and performing obligations under this Agreement, disclose Confidential Information of Customer also to G-Core's Affiliates and G-Core's subcontractors.

10.3   The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party on or before Effective Date without restriction as to use or disclosure; (b) is released into the public domain through no fault of the Receiving Party; (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceedings or otherwise required by law.

10.4   The Receiving Party's obligation under this section 10 shall expire five years after termination of this Agreement.

11.   Warranties

11.1   G-Core warrants that it shall provide Services in compliance with applicable laws and regulations and in a professional and workmanlike manner. G-Core shall use all commercially reasonable efforts to provide Services without interruptions (including the Service Levels) as set forth in the applicable SLA. The Parties acknowledge, however, that it may be technically impracticable to provide Services free of any defects or interruptions. Therefore, G-Core cannot and does not guarantee that Services will be uninterrupted or error free.

11.2   In the event of defects or interruptions of Services, Customer shall only be entitled to the remedies, if any, as specified in the relevant Service Order or the SLA.

11.3   Except as otherwise set forth in section 11, G-Core does not make and disclaims (i) all warranties that the Services will be uninterrupted, defect-free or completely secure, and (ii) the implied warranties of merchantability and fitness for a particular purpose. All Services are provided on an "as is" basis and Customer's use of the Services is solely at its own risk.

11.4   Customer represents and warrants that it owns, controls or possesses all necessary rights to the Customer Content and any materials it supplies to G-Core, including the programs and any advertising therein, free and clear of any and all claims, rights and obligations whatsoever and is empowered to grant the rights, licenses and privileges granted in this Agreement.

12.   Indemnification

12.1   Customer will, at its cost, defend, indemnify and hold harmless G-Core and its officers, directors, employees, agents and permitted successors and assigns (each a "G-Core Indemnitee") through final judgment or settlement, from and against any third-party claim, action, suit, proceeding, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses) and costs (including allocable costs of in-house counsel) ("Claim") brought against a G-Core Indemnitee arising out of or based upon (a) bodily injury, death or loss of or damage to real or tangible personal property to the extent that such Claims were alleged to have been proximately caused by any negligent act, omission or wilful misconduct of Customer or their respective agents or employees; (b) operation or use of Customer's products, websites or services; (c) Customer Content, including any allegation that Customer Content or any other data or information provided

by Customer infringes any third party Intellectual Property Rights or otherwise violates applicable law; (d) Customer's failure to comply in any material respect with the AUP or applicable law; (e) the unauthorized use of or access to Services by any person using Customer's systems or network; (f) G-Core's compliance with Customer specifications; (g) a combination or modification of the Services by or on behalf of Customer by anyone other than G-Core or its authorized agents; (h) distribution (including by sale or importation), decoding, decrypting, duplication, storage, display/playback, modification or any other use of Customer information by any entity other than G-Core; or (i) information, data, or other Customer Content provided by or on behalf of Customer to G-Core.

12.2   G-Core will, at its cost, defend, indemnify and hold harmless Customer and its officers, directors, employees, agents and permitted successors and assigns (each a "Customer Indemnitee") from and against any third-party Claim brought against Customer Indemnitee based upon allegations that Services directly infringe any patent issued as of the Effective Date of this Agreement under the laws of the country in which the Services are being provided to Customer or any third party copyright. Notwithstanding the foregoing, G-Core will have no liability for any infringement of patents, copyrights or other intellectual property rights based upon or resulting from Customer Content, use of Services in a manner not specified in applicable G-Core documentation, or services or products not supplied by G-Core. If Services, or any material portion thereof are determined to infringe and the use enjoined, G-Core will have the option, at its sole cost, to (i) obtain the right for Customer to continue using Services, (ii) modify Services so that they are non-infringing, (iii) substitute functionally similar, non-infringing services or (iv) if none of the foregoing is available to G-Core on commercially reasonable terms, terminate the Agreement and return to Customer any unused Customer prepaid Fees for which Services have not been provided as of the date of termination.

12.3   The G-Core Indemnitee or Customer Indemnitee as applicable (each an "Indemnified Party") will (a) promptly provide notice to the indemnifying Party ("Indemnifying Party") of any Claim for which indemnity is claimed (provided, that, any delay in providing notice will not relieve the Indemnifying Party of its obligations hereunder, except to the extent that the Indemnifying Party is materially prejudiced by such delay); (b) permit Indemnifying Party to control the defense of any such Claim; and (c) provide reasonable assistance at Indemnifying Party's reasonable cost. Subject to the foregoing, in any Claim for which indemnification is sought, Indemnifying Party may select legal counsel to represent Indemnified Party (such counsel to be reasonably satisfactory to Indemnified Party) and to otherwise control the defense. If Indemnifying Party elects to control the defense, Indemnified Party may fully participate in the defense at its own cost. If Indemnifying Party, within a reasonable time after receipt of notice of Claim, fails to defend Indemnified Party, Indemnified Party may defend and compromise or settle the Claim at Indemnifying Party's cost. Notwithstanding the foregoing, Indemnifying Party may not consent to entry of any judgment or enter into any settlement that imposes liability or obligations on Indemnified Party or diminishes Indemnified Party's rights, without obtaining Indemnified Party's express prior consent, such consent not to be unreasonably withheld or delayed, other than cessation of infringing activity, confidential treatment of the settlement, and/or payment of money that is fully indemnified by the Indemnifying Party under this Agreement.

12.4   This section 12 provides the sole and exclusive remedy of Customer and the exclusive obligations of G-Core in connection with any third party claim, action, suit or other demand asserted against Customer as described in subsection 12.2 above (in respect of G-Core's obligations to indemnify

Customer only) and G-Core disclaims all other warranties and obligations with respect thereto. G-Core's obligations under this section 12 are subject to the limitations in section 13 below.

13. Liability

13.1 With the sole exception of wilful misconduct or fraud and without prejudice to any limitation of liability contained elsewhere in this Agreement or in any other contractual documents being part of this Agreement, especially in any relevant Service Order concluded hereunder, G-Core's total liability to Customer in the aggregate for the entire Term as defined in section 15 below (regardless of whether the claims are brought during or after the term) with respect to all claims arising from or relating to the subject matter of this Agreement (including any relevant Service Order hereunder) will at no time exceed fifty per-cent (50%) of the amount of Fees actually paid by Customer to G-Core under this Agreement and any Service Orders concluded hereunder. As a further limitation, G-Core's maximum liability for any claims relating to Services offered or provided by G-Core (i) for non-recurring Fees shall not exceed the amount of the Fees for the Services provided on the occasion giving rise to the claim; (ii) for recurring Fees shall not exceed the amount of Fees due for one month for the Services provided on the occasion giving rise to the claim.

13.2 Subject only to the exception of wilful misconduct or fraud, G-Core shall under no circumstances be held liable for any (a) economic loss, loss arising from or in connection with loss of revenues, profits, contracts, goodwill, customers or business or from failure to realize anticipated savings; (b) loss or corruption of any software; (c) loss or corruption of any data; (d) loss of use of hardware or other equipment, of software or data; (e) wasted administrative time or management time; (f) cost of procuring or migrating to substitute services; and (g) any indirect, consequential or special loss.

13.3 Customer's liability claims shall expire after one year following the damaging incident.

13.4 The limitations of liability set forth in this section 13 apply to all claims and causes of action by Customer with respect to all claims arising from or relating to the subject matter of this Agreement (including any relevant Service Orders thereunder), regardless of whether for breach of contract, tort (including negligence) or for any other reason.

14. Force Majeure

14.1 Force Majeure means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; and (h) non-performance by suppliers or subcontractors (other than by Affiliate of party seeking to rely on this section).

14.2 Provided it has complied with subsection 14.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by an event of Force Majeure (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable

for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3   The Affected Party shall:

(a) as soon as reasonably practicable after the start of the event of Force Majeure but no later than three Days from its start, notify the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Force Majeure on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations.

If the Force Majeure prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than six weeks, the Party not affected by the Force Majeure may terminate this agreement by giving one weeks' written notice to the Affected Party.

15.   Term and Termination

15.1   The term of the Agreement shall commence on the Effective Date and unless terminated earlier according to this Agreement, will end on the last day of the term specified in the last to expire Service Order ("Term"). The specific Services will begin on the effective date specified in the applicable Service Order. The Services will renew automatically for successive three month periods after the initial committed term or subscription term specified in the applicable Service Order (each, a "Renewal Term") unless, at least thirty Days before expiration of the initial period or, subsequently, the Renewal Term, either Party provides notice of non-renewal.

15.2   Customer may terminate this Agreement for cause, upon notice to G-Core, if (i) a receiver or administrator is appointed for G-Core or its property; (ii) G-Core makes a general assignment for the benefit of its creditors; (iii) G-Core commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law which are not dismissed within sixty Days; (iv) G-Core is liquidated or dissolved; (v) G-Core ceases to do business or otherwise terminates its business operations; or (vi) G-Core materially breaches this Agreement and such breach continues unremedied for twenty Days after receipt of notice from Customer. For clarity, a Downtime (as defined in the SLA) is not grounds to terminate this Agreement for cause; Customer's sole remedy for a Downtime is set forth in the SLA.

15.3   G-Core may terminate this Agreement for cause and/or suspend Services upon notice to Customer if (i) a receiver or administrator is appointed for Customer or its property; (ii) Customer makes a general assignment for the benefit of its creditors; (iii) Customer commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law which are not dismissed within sixty Days; (iv) Customer is liquidated or dissolved; (v) Customer ceases to do business or otherwise terminates its business operations; (vi) Customer fails to pay all invoiced Fees within thirty Days from the invoice date; (vii) any use of Services, including Customer Content, actually or allegedly infringes or misappropriates any Intellectual Property Rights or otherwise violates the AUP or any applicable law, regulation or order; or (viii) Customer otherwise materially breaches this Agreement and such breach continues unremedied for twenty Days after receipt of notice from G-Core. G-Core may terminate, interrupt or suspend Service without prior notice if necessary to (1) prevent or protect against fraud, (2) protect G-Core's personnel, facilities,

equipment, network or services, (3) prevent violation of section 10 or infringement upon the rights of others or (4) prevent potential material liability.

15.4 Upon expiration or termination of the Agreement for any reason, (i) all rights to access or use Services and any other G-Core Intellectual Property Rights will terminate and G-Core will cease providing same, (ii) Customer will pay to G-Core all Fees accrued but unpaid as of the date of expiration or termination, (iii) all liabilities accrued before the date of expiration or termination will survive and (iv) Customer will return or destroy, and certify in writing to G-Core such destruction of, all copies of G-Core Confidential Information.

15.5 If Customer terminates the Agreement without cause or if G-Core terminates the Agreement for cause pursuant to section 15.3, Customer will be billed and pay to G-Core an amount equal to Customer's MRCs from the effective Service Orders multiplied by the number of months remaining in the applicable committed term or subscription term ("Early Termination Fee"). The Parties agree that G-Core's damages in the event of the foregoing will be difficult or impossible to ascertain; therefore, the foregoing is intended to establish liquidated damages in such event and is not a penalty. If Customer terminates the Agreement for cause pursuant to subsection 15.2, Customer will not be obligated to pay Early Termination Fee.

15.6 In preparing a final invoice to Customer, which Customer will pay pursuant to the terms of this Agreement, G-Core will (i) calculate the balance due, (ii) deduct from such balance the unused portion, if any, of any prepaid Fees or Customer deposit and (c) bill Customer for the remaining balance due. If there remains an unused portion of any prepaid Fees or Customer deposit after satisfaction of the balance due, G-Core will refund to Customer such unused portion.

16. Suspension of Services

16.1 G-Core may, upon giving notice to Customer, without prejudice to any of G-Core's rights to terminate this Agreement or any Service Order hereunder, suspend provision of all or any of Services in the event that

(a) suspension of Services is required in order to comply with the directive of an authority and/or court;

(b) G-Core has grounds for suspecting that Customer is committing any illegal or unlawful act in connection with the use of Services;

(c) if Customer is in default with its payment obligations under any Service Order for more than thirty Days, and/or

(d) any other provision within this Agreement or Service Order allows G-Core to suspend provision of all or any of Services.

16.2 If any Services are suspended as a consequence of Customer's act or omission, (i) Customer shall remain liable to pay the respective Fees as if Services had been properly provided by G-Core, and (ii) Customer shall reimburse G-Core for any additional charges and expenses incurred due to the suspension and/or recommencement of Services.

17. Miscellaneous

17.1 During the Term, G-Core may publicize the existence of the relationship between the Parties for the purpose of its marketing activities. Subject to the foregoing, neither Party shall make any press announcements concerning the Agreement or publicize the Agreement in any way without the prior written consent of the other Party.

17.2 All notices, requests, approvals, consents and other communications required or permitted herein will be in writing and in English. Either Party may change its contact information upon notice to the other Party. For clarity, if a notice is not received because the receiving Party has failed to notify the other Party per the preceding sentence or because receipt is refused, such notice nonetheless will be deemed to have been conclusively made seven Days after delivery was reasonably initiated.

17.3 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, such holding will not render the Agreement unenforceable or contrary to law as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law.

17.4 Neither Party may assign this Agreement, in whole or in part, without the other Party's express prior consent except that G-Core may freely assign any and all of its rights and obligations under this Agreement (a) to a parent or Affiliate or (b) in connection with a Change of Control. This Agreement will be binding upon and inure to the benefit of all permitted successors and assigns. Unless expressly permitted in writing by G-Core, Customer may not assign, transfer, distribute, resell, lease or otherwise provide access to the G-Core Services to any third party.

17.5 Each Party acknowledges that the Services, Confidential Information, hardware, software, technology, devices or other materials or information obtained from or provided to the other Party under this Agreement may be protected under, and subject to, import and export control laws of the European Union, its member states, or the United States, as well as those of equivalent in other jurisdictions; accordingly, their use, import, export and reexport, may be restricted, prohibited or necessitate securing licenses which either Customer or G-Core, as applicable, will obtain or provide information for the securing of such licenses, depending on who is designated as the importer and exporter in the transaction. Each Party agrees not to directly or indirectly export, re-export or cause to be exported or re-exported, any such Confidential Information, Services, hardware, software, technology, device or other such materials or information to any destination or entity prohibited or restricted under the laws of the European Union, its member states, or of the United States, unless it will have first obtained express prior consent of the disclosing party, the applicable agency or governmental body, either in writing as required hereunder or as provided by applicable regulation, as the same may be amended from time to time).

17.6 This Agreement, the Services Specifications, the SLA, the AUP and all Service Orders between the Parties are incorporated herein by reference, constitute the entire agreement between the Parties with respect to its subject matter and supersede all other prior or contemporaneous representations, understandings or agreements; and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

17.7 From time to time this Agreement, including all Services Specifications, the SLA and the AUP can be modified by G-Core. Such modifications will not apply retroactively. The Customer will be notified by G-Core by email or a written notice in the Customer's account in the G-Core system.

17.8 If there is an irreconcilable conflict between the terms and conditions of the Agreement and any other documents referenced herein, the conflict will be resolved in the following order of

precedence: (a) this Agreement; (b) Services Specification; (c) SLA; and (d) AUP. If a provision of this Service Order conflicts with the aforementioned documents, those documents will take precedence, unless the conflicting provision in the Service Order explicitly amends Agreement, the Services Specification, the SLA or the AUP respectively.

17.9   This Agreement and any Service Order hereunder shall be governed by the laws of the Grand Duchy of Luxembourg, without regard to International Private Law. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of arbitration of the Arbitration Center of the Luxembourg Chamber of Commerce by three arbitrators appointed in accordance with said rules. Each Party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement and any Service Order hereunder.