

MASTER SERVICES AGREEMENT

Last updated: July 15, 2024

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING, EXECUTING OR OTHERWISE PLACING YOUR ORDER FOR GCORE SERVICES. BY ORDERING OUR SERVICES YOU AGREE TO BE BOUND BY THE LATEST AMENDED VERSION OF THIS AGREEMENT.

This Master Services Agreement ("**Agreement**" or "**MSA**") is entered into between **G-Core Labs S.A.**, incorporated under laws of Luxembourg, established and having its registered office at 2-4, rue Edmond Reuter, L-5326 Contern, Luxembourg (hereinafter referred to as "**Gcore**"), and you, the "**Customer**", who placed the Service Order or executed a similar document with reference to this Agreement (hereinafter referred to as "**Customer**"). Gcore and Customer are hereinafter referred to individually as a "**Party**", or collectively as the "**Parties**".

1. Definitions

"**Acceptable Use Policy**" (AUP) means a policy currently available at <https://gcore.com/legal/>, as it may be updated by Gcore 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.

"**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.

"**Control**": 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.

"**Consumer**" means a natural person, who is acting for purposes which are outside business or trade.

"**Copyright Policy**" is a policy currently available at <https://gcore.com/legal/>, as it may be updated by Gcore from time to time.

"**Customer Content**" means content, software, data, video or information of Customer or End Users, including third-party content, software, data and equipment, provided or made available to Gcore 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.

“Defects” means material failure or deficiency where Services do not meet the requirements of Service Order or any other documents referenced herein.

“Downtime” means complete unavailability of Services or as otherwise may be defined in the applicable SLA.

“Effective Date” means a date when this Agreement enters into legal force.

“End User” means a subscriber, member, user, customer or other visitor of an online site or service owned or operated by Customer.

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

“Fees” mean fees and charges associated with Services to be performed.

“Free Service Period” means the period defined in subsection 2.11.

“Initial Subscription Term” means the term defined in subsection 15.1.

“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.

“Master Services Agreement” or **“MSA”** means this agreement concluded between Gcore and Customer.

“MRC” means all monthly recurring charges.

“Privacy Policy” is a policy currently available at <https://gcore.com/legal/>, as it may be updated by Gcore from time to time.

“Renewal Term” means the term defined in subsection 15.1.

“Quotation” means a non-binding proposal communicated to Customer, specifying Services to be performed and the associated Fees.

“Scheduled Maintenance” means that Gcore 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.

“Service Credit” means a credit for a Downtime.

“Service Order” means an online or offline order for Services, which may include service specification, price, quantity and commitment for such Services.

“Service Start Date” means the Service start date set forth in the applicable Service Order.

“Service Level Agreement” or **“SLA”** means all service level agreements that we offer with respect to the Services, currently available at <https://gcore.com/>, as may be updated by Gcore from time to time.

“Services” means all of the Gcore services as set forth in any applicable Service Order (or as otherwise agreed by the Parties) that Gcore provides to Customer pursuant to this Agreement.

“Services Specification” means the rights, limitations, restrictions and other service-specific details for particular Services, currently available at <https://gcore.com/>, as may be updated by Gcore from time to time.

“Subscription Term” means a period that includes the Initial Subscription Term and the Renewal Terms.

“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.

“Term” means a period of time during which the Agreement remains in legal effect.

“Third Party Products” means products (including applications, operating systems, other software, or hardware) developed and owned by a third party and made accessible to the Customer through Gcore, or that the Customer has directly or indirectly obtained from such third party in connection with the Services.

“Website” means <https://gcore.com/> or other websites, portals and similar web resources run by Gcore for the purpose of performing Services or managing Customers' accounts.

2. Services

- 2.1 Gcore will provide Services to Customer as specified in a Service Order, subject to the terms and conditions of this Agreement. The Services can be ordered by requesting a Quotation from Gcore and signing a Service Order form. Customer may also enter into Service Orders by selecting and ordering Services through the Customer's account on the Website. By ordering such Services online, Customer consents to the prices indicated on the Website.

Upon the Customer's approval of a Quotation, Gcore may accept such an offer by sending a Service Order to the Customer. Gcore may be free to send an Acceptance or not. Gcore will not be bound to provide Services until the applicable Service Order is executed by both Parties. 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. For the avoidance of doubt, no contract is concluded between the Parties upon the acceptance of the Quotation by the Customer.

- 2.2 Customer acknowledges that Gcore (a) does not own or control all local circuit links, leased co-location spaces, leased space cross-connects, Internet service providers (ISP) and networks providing connectivity to Gcore, and except as set forth in the SLA, Gcore will not be responsible for performance or non-performance affected by operations within such locations, networks or interconnection points outside Gcore's control, (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 or similar provisions) 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 Customer Content or other data accessible on the Internet or for any actions taken on the Internet.
- 2.3 Gcore may at any time, and without notice, use the services of one or more Affiliates, suppliers or subcontractors in connection with the performance of its obligations under this Agreement, and Customer's obligations to Gcore extend to those parties when acting on Gcore'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.
- 2.5 Given the nature of the Services, Customer, and not Gcore, 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 Gcore or a third party) related to the Customer's account, including backup of Customer Data and Customer Content and (iv) regularly monitoring all usage of bandwidth and Services and other activity on Customer's account. Gcore makes available to Customer, through the Gcore reporting tools, data regarding Customer's billable usage of bandwidth or Services. However, Gcore is not responsible for notifying Customer of usage or activity patterns occurring on the Customer's account.
- 2.6 Gcore 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, Gcore 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 Scheduled Maintenance may cause interruptions to the Services in part or as a whole without incurring liability on the part of Gcore.
- 2.8 Gcore may carry out Scheduled Maintenance which is unlikely to substantially 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 substantial problems for the Customer, Gcore will notify Customer at least seven (7) Days in advance or with as much advance notice as reasonably possible in the event that Gcore 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 Gcore reasonably believes that timely providing such notice would result in an unacceptable risk of a defect, damage or loss of integrity to the Gcore's network or equipment, Gcore may perform such work and may serve notice to Customer of the need to perform emergency maintenance on the network or equipment with a notice period reasonable under the given the circumstances.

- 2.9 Irrespective of the actual duration of the usage of a Service by Customer, Gcore charges Customer for the full month of such Service, starting from the calendar month in which such Service was activated.
- 2.10 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.
- 2.11 Gcore may offer trial versions of the Services free of charge for a specified time period ("Free Service Period"). Please note that the Free Service Period shall be applied independently from any other free trials and/or free tariffs which may be offered by Gcore. The Free Service Period will expire at the earlier of (a) the end of the Free Service Period; (b) the start date of Initial Subscription Term; (c) termination of the Agreement and/or suspension of Services; or (d) termination of the Free Service Period by Gcore in its sole discretion. For the avoidance of doubt, any Free Service Period shall not extend Initial Subscription Term or Renewal Term unless otherwise specified in the Service Order or expressly indicated in writing by Gcore. Gcore will have no liability for any harm or damage arising out of or in connection with any use of the Services during the Free Service Period.
- 2.12 Unless otherwise agreed by Gcore, the Free Service Period is intended exclusively for the personal use of private individuals. After the Free Service Period has expired, all data, including Customer Data and Customer Content may be permanently erased. Without prejudice to any other provision of this Agreement, during the Free Service Period unless permitted by Gcore, the Customer is not allowed to:
- (a) use any Service for serving video or a disproportionate percentage of pictures, audio files, or other non-HTML content (if applicable);
 - (b) use any Service for commercial or professional purposes;
 - (c) resell and/or engage in any subcontracting of the Services.
- 2.13 Gcore may at its own discretion and without prior notice change the terms and conditions of the Free Service Period and introduce any restrictions and limitations.
- 2.14 Subject to specific commitments outlined in the applicable Service Order or Service Specification, Gcore holds no liability for any technical errors, security vulnerabilities, incompatibilities, or instabilities detected in Third Party Products. Moreover, Gcore disclaims any warranties for these Third Party Products. Customer is required to use these Third Party Products in compliance with the terms of the Agreement and applicable terms of such third parties. Specifically, Customer is prohibited from engaging in activities such as decompiling or accessing the source code of Third Party Products. The Customer bears the full risk when employing these Third Party Products and assumes sole responsibility for ensuring their suitability for its requirements and intended purposes.
- 2.15 Gcore reserves the right to discontinue any Service offered hereunder upon providing the Customer with written notice of at least six (6) months. This right to discontinue a Service is independent of and not limited by any other terms or conditions in this Agreement, including any commitment terms for the Service.

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 Gcore determines, in its sole reasonable discretion, that Customer Content or Customer's use of Services violates the AUP or otherwise adversely impacts the Services, Gcore reserves the right to take remedial measures including blocking or disabling access. Gcore 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, Customer must cooperate in good faith with Gcore 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 Gcore provides, to enable Gcore to deliver the selected content. This may include changing the alias information in the Customer's DNS record so that hostname addresses of page objects resolve to Gcore'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 Gcore, (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, Gcore 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 Gcore in addressing and remedying such delay, deficiency or interruption.
- 4.3 The Services provided by Gcore 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. Gcore 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 Gcore.

5. Fees and Payment

- 5.1 Customer will pay to Gcore 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. Gcore may increase the Fees, including fees for Services with subscription terms, during annual price indexation. The maximum increase is the higher of (a) 5% or (b) the CPI index in Luxembourg for the previous year. The notification about the indexation will be made either by e-mail or a notice in Gcore's systems visible to the Customer. The increase can occur each year on the anniversary of the Service Start Date for a specific Service. For different Services, separate Service Start Dates may apply. Additionally to the aforementioned indexation, Gcore reserves the right at its sole discretion to adjust the Fees based on changes in its operating costs. Modification of Fees can occur due to Gcore's increased costs related to the data center or connectivity services, utilities such as electricity, software, and hardware, along with increased taxes, or other relevant expenses. Any adjustments to the Fees will be determined by Gcore and will be directly related to

demonstrable increases in operating costs. In respect to active Service Order such changes in Fees can be made upon providing 30 Days prior notice. The adjustment will be implemented in the subsequent billing cycle following the notice period. Gcore shall maintain accurate records and documentation supporting the basis for the fee adjustment, which shall be made available for inspection upon the Customer's reasonable request.

- 5.2 All charges are exclusive of Taxes. Customer is solely responsible for all Taxes payable in connection with Services. If Customer provides Gcore with a valid, duly executed tax exemption certificate, Gcore may exempt Customer from Taxes in accordance with the law, effective on the date Gcore receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Gcore, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to Gcore will be increased so that, after any such deduction or withholding for taxes, the net amount received by Gcore will not be less than Gcore would have received had no such deduction or withholding been required.
- 5.3 Upon mutual Acceptance of a Service Order, Gcore will begin billing Customer for MRC as of the Service Start Date. Unless stated otherwise in the Service Order, Gcore will bill Customer for the fixed MRCs at the beginning of a calendar month for the Services upcoming in that month. If Customer exceeds their included usage, Gcore will invoice them for the overage charges, along with any other applicable usage fees, at the beginning of the month following the month in which 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 Subscription Term, regardless of whether or how much Customer uses the committed Services. If Gcore cannot begin timely delivery of Services for any reason caused by Customer, Gcore 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 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 (14) 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, Gcore 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.
- 5.6 Prices indicated on the website of Gcore are subject to change. Such changes will not apply retroactively.
- 5.7 If not specified otherwise in a written agreement, the Services will be billed by deducting prepaid credits from the Customer's Account. These credits are non-refundable and non-transferable. To access the Services, maintaining a positive credit balance in the Customer's account is mandatory. Customer is accountable for ensuring that the account consistently maintains an adequate amount of credits to cover the Fees of the ordered Service. In the event the credit balance of the account reaches zero or becomes negative, Gcore reserves the right to suspend the Service. Should the Customer's balance reach zero or be negative, Gcore shall have the right to suspend the Services or terminate the affected Service Order or the Agreement. Consequently, the Customer's account will be closed, and all Customer Data and Customer Content will be deleted. Additionally, the Customer is responsible for costs related to temporary storage of data, if applicable.

6. Defects

- 6.1 In case of any Defects, the claim of Service Credits, as defined in the SLA, shall be the Customer's sole and exclusive remedy. Customer may contact Gcore for notification of Defects by email (support@gcore.com).
- 6.2 Customer has to notify Gcore in writing of any Defects immediately upon the Customer's discovery of the Defects. The notification has to contain a Defect report ("Defect Report") to Gcore 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 Gcore 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 Gcore regarding Defect Reports and remedying of Defects shall be in English.
- 6.3 Gcore 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 Gcore; (b) Customer's equipment, software or other technology, including without limitation the Customer's servers; (c) use of Services other than agreed with Gcore, 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 Gcore'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 Gcore'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.
- 6.4 Customer acknowledges that Customer shall reimburse Gcore for any Services provided by Gcore if Gcore was not obliged to provide these Services due to an Excluded Cause. In particular, Gcore reserves the right to charge Customer for resources devoted by Gcore to the receipt, investigation, troubleshooting and/or clearance of Defects reported by Customer that are not attributable to Gcore (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 Gcore, then Customer shall compensate Gcore at Gcore's then-current hourly rates (depending on the level of technical qualification of Gcore's personnel that investigated the alleged Defect) and for any expenses Gcore may have incurred (e.g. for using Gcore's Affiliates and/or Gcore's subcontractors) when investigating and/or remedying the alleged Defect. Gcore 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 Gcore 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 Gcore herein, Gcore retains all worldwide rights, title and interest in and to the Services, Gcore's equipment, network and methodologies, software or other Intellectual Property Rights embodied therein provided in connection with the Services, Gcore's

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 Gcore Confidential Information. Customer will provide reasonable assistance to Gcore, at Gcore's cost, to secure protection of Gcore's Intellectual Property Rights, including assistance in preparing and filing applications, registrations, assignments and other instruments to perfect title.

- 7.2 Customer grants to Gcore, 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 Gcore 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, Gcore 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 In relation to the processing of any personal data under or in relation to this MSA, each Party agrees to comply with its respective obligations under the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation") and local laws and regulations where applicable (together with the General Data Protection Regulation, the "Data Protection Laws") and to co-operate with the other Party in putting in place any procedures or documents as may be required in this regard.
- 8.2 Customer acknowledges that Gcore, its Affiliates, and their respective agents will, for the purpose of the provision of Services, come into the processing of Customer Data. However, Customer shall remain the data controller for the purposes of the applicable data protection laws with Gcore, its Affiliates and their respective agents having only the functions of data processor acting on behalf of Customer.
- 8.3 Gcore 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 Gcore with direction as to the processing of the Customer Content and Customer Data in accordance with the Customer's then-current privacy policy and other privacy laws, rules and regulations applicable to Customer. Without prejudice to subsection 8.4, all use of Customer Data by Gcore will be at Customer's direction and solely on behalf of Customer, including as set forth in this Agreement.

- 8.4 Customer acknowledges and agrees that Gcore, 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 (prior to May 25, 2018) and the General Data Protection Regulation (GDPR) 2016/679 (from May 25, 2018), 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 Gcore 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.
- 8.5 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 Gcore outside the EU/EEA.
- 8.6 Customer will not provide to Gcore 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 Gcore's network or equipment; (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 by Gcore as a Data Controller and Data Processor

- 9.1 The Parties understand that Gcore may process Customer Data which qualifies as personal data under Data Protection Laws in order to incorporate such Customer Data into databases controlled by Gcore and its Affiliates for the purpose of administration, 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. In this regard, Gcore in principle acts as a data controller and ensures that it will honor its obligations under Data Protection Laws.
- 9.2 In this context, the Customer is requested to kindly communicate the information below to the natural persons to whom the Customer Data relates (the "Data Subject(s)") and/or to take note of such information to the extent that he/she is such a Data Subject.
- 9.3 The personal data collected and processed by Gcore shall include: name, position, title, contact information (phone, email, physical or postal address etc.), connection data, localization data, IP addresses, browser data, account data, and employer information (the "Personal Data").
- 9.4 In addition to transfers to Affiliates, Gcore will transfer the Personal Data to several service provider(s) acting as data processor(s) (the "Data Processor(s)") for the purposes of customer relations management (HubSpot Ireland Limited), analytics (Google Ireland Limited, Ireland), storage and transfer of information (Microsoft Ireland Operations Limited, Ireland), enterprise management, financial reporting and accounting (SAP Deutschland SE & Co. KG), internal communications (Slack Technologies Limited, Ireland), support (Intercom R&D Unlimited, Ireland; Zendesk Inc, United States). This list is subject to change, details can be obtained by sending a request to privacy@gcore.lu. The Data Subject acknowledges that the Data Processor(s) act(s) on the instructions of Gcore and might have access to his/her Personal Data. The Data Subject further

understand that his/her Personal Data might be disclosed to administration and public authorities, social security services, insurance, banking institutions, professional advisers and auditors of the Company (the "Recipients").

- 9.5 The Data Subjects are hereby informed that the Data Processor(s) and the Recipients might be located inside or outside of the EU/EEA in countries which are not deemed by the European Commission to provide for an adequate level of protection, meaning that is equivalent to the protection afforded under European data protection standards. Gcore has thus put in place contractual model clauses. The Data Subject may obtain a copy of such safeguard by sending a request to privacy@gcore.lu.
- 9.6 The Personal Data of the Data Subjects shall be saved for the duration of this MSA and moreover, the business relationship between the Parties, and for a period of ten (10) years following the termination thereof.
- 9.7 The Data Subject has the right to request access to his/her Personal Data. He/she may require that his/her Personal Data be rectified in case of error.
- 9.8 The Data Subject may also request that his/her Personal Data be erased or that data processing be restricted if the Personal Data may no longer be legitimately held or processed. The Data Subject further has a right of objection and a right to data portability under the conditions laid down under Data Protection Laws.
- 9.9 The Data Subject may exercise his/her rights by writing to Gcore at the address mentioned on the first page of this MSA.
- 9.10 The Data Subject has the right to lodge a complaint with a supervisory data protection authority (for Luxembourg: Commission Nationale pour la Protection des Données).
- 9.11 The Parties understand that Gcore may process Customer Data and End User Data which qualifies as personal data under Data Protection Laws in connection with the provision of the Services to Customer. The Parties agree that in this context, Customer will act as a data controller and Gcore as a data processor, acting upon instruction and on behalf of the Customer. Provided that the Customer, as a data controller, has a legal obligation to enter into a data processing agreement with its data processors, the Parties have concluded the Data Processing Agreement, which lays down the terms and conditions of the processing of personal data by Gcore as a data processor.
- 9.12 For the avoidance of doubt, such Data Processing Agreement forms an integral and essential part of this MSA.

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. Gcore and Customer will comply with this section 10 when exchanging Confidential Information under this Agreement, including any Service Order. Confidential Information may be designated or marked as confidential when disclosed. However, any information that the Party receiving such

information ("Receiving Party") knew or reasonably 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. Gcore may, for the purpose of exercising rights and performing obligations under this Agreement, disclose Confidential Information of Customer also to Gcore's Affiliates and Gcore'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 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 (5) years after termination of this Agreement.

11. Warranties

- 11.1 Gcore warrants that it shall provide Services in compliance with applicable laws and regulations and in a professional and workmanlike manner. Gcore 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, Gcore cannot and does not guarantee, to the maximum extent permitted by law, 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, Gcore 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. To the extent permitted by law, 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 other materials it supplies to Gcore, 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 Gcore and its officers, directors, employees, agents and permitted successors and assigns (each a "Gcore 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 Gcore Indemnatee 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) Gcore's compliance with Customer specifications; (g) a combination or modification of the Services by or on behalf of Customer by anyone other than Gcore 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 Gcore; or (i) information, data, or other Customer Content provided by or on behalf of Customer to Gcore.

- 12.2 Gcore will, at its cost, defend, indemnify and hold harmless Customer and its officers, directors, employees, agents and permitted successors and assigns (each a "Customer Indemnatee") from and against any third-party Claim brought against Customer Indemnatee 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, Gcore 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 Gcore documentation, or services or products not supplied by Gcore. If Services are determined to infringe patents or copyrights as outlined above, Gcore 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 Gcore 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 Gcore Indemnatee or Customer Indemnatee 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 the 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 Gcore 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 Gcore's obligations to indemnify Customer only) and Gcore disclaims all other warranties and obligations with respect thereto, to the extent permitted by law. Gcore's obligations under this section 12 are subject to the limitations in section 13 below.

13. Liability

- 13.1 With the sole exceptions of wilful misconduct, fraud, or simple breach or negligence resulting in bodily injuries or death, 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, Gcore's total liability to Customer in the aggregate for the entire Term (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 percent (50%) of the total amount of Fees actually paid by Customer to Gcore under the affected Service Orders concluded hereunder with respect to the twelve (12) month period prior to the event or events giving rise to such liability, plus the amount of Fees due for the month of the affected Services in which the event or events giving rise to such liability occurred.
- 13.2 Subject only to the exception of wilful misconduct or fraud, Gcore 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 other indirect, consequential or special loss.
- 13.3 Customer's liability claims shall expire after one (1) 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.
- 13.5 If Gcore fails to meet the agreed-upon Service Level Agreements (SLAs), the Customer will be entitled to service credits as outlined in the Agreement. These service credits are the Customer's only form of compensation for SLA breaches and represent the full extent of Gcore's liability in such cases.

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 disasters; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, the 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 the 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 ten (10) 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 (6) weeks, the Party not affected by the Force Majeure may terminate this Agreement by giving one (1) weeks' written notice to the Affected Party. . The remedies stated in this subsection 14.3 shall not limit the rights available to Gcore under section 14.

15. Term and Termination

- 15.1 This Agreement will commence on the Effective Date and will remain in legal effect for an indefinite period of time unless terminated in accordance with the Agreement or the applicable laws. Orders for specific Services are placed as Service Orders either on a pay-as-you-go model or for a Subscription Term. Service Orders are by default with a commitment for the initial term ("Initial Subscription Term") of twelve (12) months, unless another term or a pay-as-you-go model is agreed in the Service Order. The Services will renew automatically for periods equal to the Initial Subscription Term (each, a "Renewal Term") unless, at least thirty (30) Days before the expiration of the Initial Subscription Term or, subsequently, the Renewal Term, either Party provides notice of non-renewal. Service Orders expressly agreed as pay-as-you-go model (including Service Orders which do not specify the Initial Subscription Term) shall remain in effect until terminated by either Party with thirty (30) Days prior written notice.
- 15.2 Customer may terminate this Agreement for cause, upon notice to Gcore, if (i) a receiver or administrator is appointed for Gcore or its property; (ii) Gcore makes a general assignment for the benefit of its creditors; (iii) Gcore commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law which are not dismissed within sixty (60) Days; (iv) Gcore is liquidated or dissolved; (v) Gcore ceases to do business or otherwise terminates its business operations; or (vi) Gcore materially breaches this Agreement and such breach continues unremedied for twenty (20) Days after receipt of notice from Customer. For clarity, a Downtime is not grounds to terminate this Agreement for cause; the Customer's sole remedy for a Downtime is set forth in the SLA.

- 15.3 Gcore may at its discretion terminate this Agreement or specific Service Orders, or alternatively suspend certain Services, 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 (60) Days; (iv) Customer is liquidated or dissolved; (v) Customer ceases to do business or otherwise terminates its business operations; (vi) Customer fails to pay invoiced Fees; (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 (20) Days after receipt of notice from Gcore. Gcore may terminate, interrupt, or suspend Service without prior notice if Gcore considers in its sole discretion that it is necessary to (1) prevent or protect against fraud, (2) protect Gcore's personnel, facilities, equipment, network, or services, (3) prevent violation of section 10 or infringement upon the rights of others, (4) prevent potential material liability, or (5) to discontinue a Service or product in accordance with subsection 2.15.

Gcore reserves the right to terminate a particular Service Order by providing written notice to the Customer, with a notice period of thirty (30) days under the following circumstances: a) Gcore has received notification from its lessor or facility owner regarding the termination or expiration of the contract for a data center or another facility relevant to the Service Order; and b) Gcore for any reason is unable to secure an alternative and appropriate facility within a thirty (30) day period after receiving notification from the lessor or facility owner.

- 15.4 Upon expiration or termination of the Agreement or a Service Order for any reason, (i) all rights to access or use Services and Gcore's Intellectual Property Rights will terminate and Gcore will cease providing its Services, (ii) Customer will pay to Gcore 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 Gcore such destruction of, all copies of Gcore's Confidential Information.
- 15.5 If Customer terminates the Agreement or a Service Order other than for cause pursuant to subsection 15.2, or if Gcore terminates the Agreement for cause pursuant to section 15.3, Customer will be billed and pay to Gcore an amount equal to Customer's MRCs multiplied by the number of months remaining in the Term ("Early Termination Fee"). 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, Gcore will (i) calculate the balance due, (ii) deduct from such balance the unused portion, if any, of any prepaid Fees or Customer deposit and (iii) 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, Gcore will refund to Customer such unused portion.

16. Suspension of Services

- 16.1 Gcore may, upon giving notice to Customer, without prejudice to any of Gcore's rights to terminate this Agreement or any Service Order hereunder, suspend the 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) Gcore 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, and/or
- (d) any other provision within this Agreement or Service Order allows Gcore 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 Gcore, and (ii) Customer shall reimburse Gcore for any additional charges and expenses incurred due to the suspension and/or recommencement of Services.

16.3 Upon suspension of the Services or termination of the Agreement (or any Service Order) for any reason, Gcore may cease to provide all Services immediately and shall be entitled to permanently erase any and all Customer Content or Customer Data after 48 hours from the suspension of the Services or termination of the Agreement, unless another period is specified in the applicable Services Specification. Gcore shall be also entitled to immediately erase Customer Content or Customer Data without prior notice if Gcore considers in its sole discretion that it is necessary to (1) prevent or protect against fraud, (2) protect Gcore's personnel, facilities, equipment, network, or services, (3) prevent potential material liability, (4) prevent violation of section 10 or infringement upon the rights of others, (5) implement subsection 3.2, or (6) enforce other rights available under this Agreement or applicable law.

17. Miscellaneous

17.1 During the Term, Gcore 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 the receipt is refused, such notice nonetheless will be deemed to have been conclusively made seven (7) 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 Gcore 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 Gcore, Customer may not assign, transfer, distribute, resell, lease, or otherwise provide access to the Gcore Services to any third party. Gcore can assign, pledge or grant a security interest on any or all Customer receivables (payments owed) to an affiliate, bank, financial institution, or other 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. Each Party agrees not to directly or indirectly export, re-export or cause to be exported or re-exported, any such Services, Confidential Information, 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, or other respective jurisdictions, as applicable to each Party, unless it will have first obtained express prior consent of the applicable agency or governmental body. Should Gcore reasonably determine that it cannot perform its obligations under this Agreement due to such sanctions-related prohibitions, Gcore may terminate this Agreement or the affected Service Orders effective immediately. Customer agrees to permit Gcore to use information including, but not limited to, business name, place of incorporation, beneficial owners, and/or directors for the purposes of sanctions screening. For avoidance of doubt the ability or act to screen does not remove any obligation and/or liability within this Agreement.

Gcore may terminate this Agreement with immediate effect, if (i) Customer breaches subsection 17.5 or, (ii) continued performance by Gcore of its obligations pursuant to this Agreement would breach or risk exposure to adverse consequences under sanctions or export controls or (iii) any law or any action taken by a government or public authority imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent concerning or otherwise affecting the Services.

Gcore may terminate this Agreement by giving one (1) week's notice to the Customer in case of substantial changes and other material adverse effects arising out of political declarations of intentions – official or reported – to regulate, prohibit or monitor specific activities by states, governmental agencies or other public entities which may lead Gcore's performance of this Agreement to breach or to risk exposure to adverse consequences in the relevant jurisdiction.

If Gcore terminates this Agreement with immediate effect pursuant to this section it shall not be obliged to make any payments, indemnify, or otherwise have any obligations or liabilities to Customer subsequent to the termination of this Agreement (including the refund of prepaid Fees or Customer deposit pursuant to subsection 15.6). In addition, If Gcore terminates this Agreement pursuant to this section for whatever reason, Customer may be, at the discretion of Gcore, be billed and pay to Gcore the Early Termination Fee, as defined in subsection 15.5 and excluding the termination with prior notice foreseen in the prior paragraph.

- 17.6 This Agreement, the Services Specifications, the SLA, the AUP, other policies and documentation viewable at <https://gcore.com/> and all Service Orders as well as other documents 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 Gcore. Such modifications will not apply retroactively. The Customer will receive notification of such changes via email, in their Gcore account, or through a pop-up window on the Website. Gcore will notify Customer at least twelve months before discontinuing any Service unless Gcore replaces such discontinued Service with a materially similar Service. Further, Gcore will

notify Customer in advance before significantly modifying a Customer-facing Gcore API in a backwards-incompatible manner. This section does not limit Gcore's rights under subsections 2.6 and 5.1.

- 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 (highest priority); (b) Services Specification; (c) SLA; (d) AUP; and (e) other documents. 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 (3) 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. However, for Consumers, in the event of a dispute, the courts located at the place of defendant's residence shall have non-exclusive jurisdiction and the arbitration clause stated above shall not apply.

18. Consumer Terms

- 18.1 The following terms only apply where the Customer is entering into this Agreement as a consumer, i.e. who is acting for purposes which are outside his trade, business, craft, or profession, pursuant to consumer protection laws, as amended or replaced from time to time.
- 18.2 The following terms override the other terms of this Agreement, to the extent necessary under the mandatory consumer protection laws.
- 18.3 By derogation from clause 2.11, Customer may also terminate the Free Service Period in its sole discretion.
- 18.4 By derogation from clause 2.13, Gcore may at its own discretion change the terms and conditions of the Free Service Period and introduce any restrictions and limitations to comply with new legislative or regulatory requirements, or if necessary to (i) prevent or protect against fraud, (ii) protect Gcore's personnel, facilities, equipment, network or services, (iii) prevent violation of section 10 or infringement upon the rights of others or (iv) prevent potential material liability.
- 18.5 By reference to clause 5.1, Customer shall have the right to cancel the Agreement if the final price resulting from the indexation is too high in relation to the price agreed when the Agreement was concluded.
- 18.6 By derogation from clause 5.2, all charges shall be deemed inclusive of Taxes.
- 18.7 By derogation from clause 5.5, Gcore shall only have the right to invoice the amount of the late invoice with the legal interest.
- 18.8 By derogation from sections 6 and 11, and subject to the conditions and limitation set out by applicable law, in case of Defects, the Customer has the right to obtain the remedy of the Defects, a reduction of the charges in relation thereof, or the termination of the Agreement under the conditions set out below.

Gcore shall remedy the Defects within a reasonable amount of time from the notification of the Defect Report, and without any additional costs or causing major inconveniences for the Customer. Gcore shall not remedy any Defects where it is impossible or would impose disproportionate costs having regard to all the circumstances.

Customer shall be entitled to a proportionate reduction of the charges limited to the non-conformity of the Services pursuant to the SLA for the period impacted by the Defects in the form of the Service Credits pursuant to section 6, where (a) the remedy is impossible or would impose disproportionate costs, (b) Gcore did not remedy the Defects as set out above, (c) a Defect appears despite Gcore's efforts to remedy it, (d) the seriousness of the Defect merits an immediate reduction of the charges or the immediate termination of the Agreement pursuant to the SLA, (e) Gcore notifies the Customer, or the circumstances make it clear that Gcore will not remedy the Defects as set out above.

Customer shall be entitled to terminate for cause the Agreement within the meaning of clause 15.2 immediately where the seriousness of the Defect merits such termination pursuant to the SLA.

- 18.9 The rights of the Customer in relation to the withdrawal from the Agreement, and the consequences thereof are set out in the Online Payment, Return and Refund Policy.
- 18.10 By derogation from clause 17.1, Gcore shall not publicize the existence of the relationship between the Parties, unless Customer expressly consents thereto.
- 18.11 By derogation from clause 17.5, Gcore shall not have the right to request the Early Termination Fee as provided therein.
- 18.12 By derogation from clause 17.9, this Agreement and any Service Order shall be governed by the laws of the Grand Duchy of Luxembourg, without prejudice to applicable mandatory provisions from consumer protection laws. All disputes against Gcore arising out of or in connection with the present contract shall be settled before the competent courts of Luxembourg-City, without prejudice to the competent courts according to applicable law. Customer acknowledges the existence of the online dispute resolution (ODR) platform available at ec.europa.eu/consumers/odr, the possibility of using the ODR platform for resolving disputes, and that Gcore is not bound to participate in such ODR platform
- 18.13 By derogation from clause 15.1, the Services will renew automatically for periods equal to the Initial Subscription Term, not exceeding one year each.