EASY | CLOUD is the commercial product name for the cloud services which (1) Cegecom S.A. 3, rue Jean Piret L-2350 Luxembourg , RCS Luxembourg B 65734, (2) Getronics PSF Luxembourg SA, 15 rue des Scillas L-2529 Howald, Luxembourg, RCS Luxembourg B 113.486, and (3) respective resellers, are offering to their respective customers.

The present general terms and conditions govern Customer's access to and use of the Service. The legal entity with whom the Customer has a contractual relationship regarding such Services is described in the Service Order ("Service Provider").

When accepting the Agreement on behalf of Customer, the signatory represents and warrants that: (i) he/she has full legal authority to bind Customer to this Agreement; (ii) he/she has read and understands this Agreement; and (iii) he/she agrees, on behalf of Customer, to this Agreement.

1. Definitions

In this Agreement, the following terms and phrases shall have the following meaning.

"Account": means Customer's Service Provider account via which the Services are being provided.

"Agreement": these General Terms and Conditions, the relevant Service Order and all included documents. In case of inconsistencies between the constituent parts of the Agreement, the following order of precedence shall apply: (i) these General Terms and Conditions; (ii) the Service Order; (iii) the Service Description and all included documents; and (iv) the SLA.

"Acceptable Use Policy" or "AUP" means the acceptable use policy set forth here for the Services.

"Application(s)" means any web or other application Customer or a third party on behalf of Customer creates using the Services, including any source code written by Customer to be used with the Services, or hosted in an Instance.

"Availability": the percentage of the total measurement time minus the unavailable time divided by the total time.

"IP Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive features, respectively, as secured by such party or the EASY | CLOUD provider from time to time.

"The Service Provider": party providing the Service specified in the Service Order.

"Business Day": every calendar day excluding Saturdays, Sundays and any national holiday in the country where the Service is provided.

"Business Hours": from 08:00 h to 17.30 h on Business Days.

"Charges": call charges, usage based charges, non-recurring and recurring charges and all other charges of fees payable by the Customer to the Service Provider in respect of a Service, as set out or referred to in a Service Order and revised from time to time in accordance with this Agreement.

"Confidential Information": all information (in any format) which (i) relates to this Agreement; (ii) is designated as confidential by either party; or (iii) relates to the business, affairs, systems, customers, products, developments, trade secrets, know-how and personnel of either party (including Customer Data) and which may reasonably be regarded to as confidential information of the disclosing party.

"Customer": jointly and severally, the customer, party to this Agreement and the Customer Affiliate.

"Customer Affiliate": being (i) any entity or person legally controlling, whether directly or indirectly by the Customer, on the date of this Agreement; or (ii) any other entity or person as agreed by both parties from time to time.

"Customer Data": data including, but not limited to, data transmissions (including the origin and destination IP addresses necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of the Customer, its employees or authorized users of the Service, and other data provided to or obtained by the Service Provider in connection with the provision of Services.

"Customer Equipment": hardware, software, systems, cabling and facilities provided by the Customer and used in conjunction with the Service Equipment in order to receive the Services.

"Emergency Security Issue" means either: (a) Customer's or its End User's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other Customers' or its End Users' use of the Services; or (iii) the Service Provider system or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"Emergency Works": the execution of maintenance or intervention works, required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the system; or (iii) substantial loss to the Service Provider or any third party. These works can be executed at any time, but the Service Provider will use commercially reasonable efforts to keep these works to a minimum.

"Force Majeure Event": any cause beyond a party's reasonable control affecting the performance of its obligations, including but not limited to, fire, flood, explosion, accident, war, acts of terrorism, strike, embargo, governmental requirement, civil or military authority, act of God, changes to laws or regulations, industrial disputes and acts of omissions of other providers or telecommunication services.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Installation Charge" or **"Non-Recurring Charge (NRC)"**: the one-time charge for the installation of a Service (including the installation of any Service Equipment) payable in accordance with clause 4.

"Monthly Fee" or **"Monthly-Recurring Charge (MRC)"**: the monthly rental charge for a Service payable in accordance with clause 4.

"Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Services. Projects are more fully described in the Documentation.

"Ready for Service Notification": a notification that the Service is ready for use by the Customer.

"Service": the specific service or services provided by the Service Provider to the Customer, and which are specified in the relevant Service Order and the schedules referenced therein.

"Service Activation Date" or **"Acceptance Date"**: the date the Customer accepts or is deemed to accept a Service in accordance with this Agreement.

"Service Equipment": the hardware, software, systems, cabling and/or facilities provided by the Service Provider (if applicable) required to make the Service available to the Customer. Service Equipment shall not include the system hardware or software which are subject to a separate supply contract between the Service Provider and the Customer.

"Service Order": an order for a specific Service delivered by the Customer to the Service Provider and accepted by the Service Provider.

"**Service Term**": the total period for which the Service is provided pursuant to a Service Order. The (initial) Service Term shall mean the (initial) term from the Service Activation Date as stated on the Service Order or, if not stated, one year from the Service Activation date.

"**Scheduled Maintenance**": may occasionally be necessary for the Service Provider to carry out essential maintenance or upgrades. It will be executed as part of the SLA agreed upon between the parties.

"**Software**" means any downloadable tools, software development kits or other such proprietary computer software provided by Service Provider in connection with the Services, which may be downloaded by Customer, and any updates Service Provider may make to such Software from time to time.

"**Third Party Service**": any other service purchased by the Customer (such as network access) which is not part of EASY | CLOUD, and hence is not regulated by these terms and conditions and is not under the responsibility of the Service Provider as part of the Services.

"**Unavailable time**": consists of the number of minutes that the Service is unavailable for the Customer, excluding Scheduled Maintenance and excluding unavailability that is due to Third Party Services.

2. Service Order

2.1. A Service Order shall be binding for both parties only after it is accepted and signed by both Parties. Each Service Order issued and accepted pursuant to the terms of this Agreement shall create an individual contractual relationship between the parties to provide and receive the Service for the (initial) Service Term.

3. Services

3.1. License from Service Provider to Customer: Subject to agreement regarding the Service Order, Service Provider grants to Customer a non-sub-licensable, non-transferable, non-exclusive, paid-up, terminable, limited license to: (a) use the Services in the European Union in application of Luxembourg legislation, or other additional country agreed upon by the parties in writing, (b) integrate the Services into any Application and provide the Services, solely as integrated into the Application, to users of the Application and (c) use any Software provided by Service Provider as part of the Services.

3.2. License from Customer to Service Provider: By submitting, posting, generating or displaying any Application and/or Customer Data on or through the Services, Customer gives Service Provider a worldwide, sub-licensable to its suppliers, non-transferable, non-exclusive, terminable, limited license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Application and/or Customer Data for the sole purpose of enabling Service Provider or its suppliers to provide, maintain, modify, protect, and improve the Services in accordance with the Agreement.

3.3. Console. Service Provider will provide the Services to Customer. As part of receiving the Services Customer will have access to an administration interface, through which Customer may administer the Services.

3.4. Configuration. Service Provider has the right from time to time to change the configuration of the system or the Service Equipment, or to change any applicable access code for receipt of a Service, provided always that such change does not negatively materially affect the relevant Service. The Service Provider shall use reasonable endeavors to give the Customer upfront notice of any such changes to access codes.

3.5. Facilities and Data Transfer. All facilities used to store and process the Application and Customer Data will

adhere to reasonable security standards no less protective than the security standards at facilities where Service Provider processes and stores its own information of a similar type. Service Provider has implemented at least industry standard systems and procedures to ensure the security and confidentiality of an Application and Customer Data, protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and protect against unauthorized access to or use of an Application and Customer Data, in application of the regulation in Luxembourg.

3.6. Processing in Luxembourg: Service Provider is only authorized (by himself or via its subcontractors) to process and store an Application and Customer Data in Luxembourg. By using the Services, Customer consents to this processing and storage of an Application and Customer Data. The parties agree that Service Provider is merely a data processor.

3.7. Access control: Customer must have an Account and a Token (if applicable) to use the Services, and is responsible for the information it provides to create the Account, the security of the Token and its passwords for the Account, and for any use of its Account and the Token. If Customer becomes aware of any unauthorized use of its password, its Account or the Token, Customer will notify Service Provider as promptly as possible. It is responsible for any unauthorized use, until such notification to Service Provider.

3.8. Privacy. Customer will protect the privacy and legal rights of its End Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from Customer. Customer may have the ability to access, monitor, use, or disclose Customer Data submitted by End Users through the Services. Customer will obtain and maintain any required consents from End Users to allow Customer's access, monitoring, use and disclosure of Customer Data. Further, Customer will notify its End Users that any Customer Data provided as part of the Services will be made available to a third party as part of Service Provider providing the Services.

3.9. Non-exclusivity: Unless explicitly mentioned otherwise on the Service Order, the Service Provider shall provide the Service on a non-exclusive basis.

3.10. New Applications. Service Provider may make new applications, tools, features or functionality available from time to time through the Services, the use of which may be contingent upon Customer's agreement to additional terms.

3.11. Acceptance. Customer shall be deemed to have accepted the Service either (i) upon the date of delivery of the relevant Ready for Service Notification for which the Customer has not notified a failure to the Service Provider within five (5) Business Days; or (ii) upon the date the Customer first uses the Service.

3.12. Acceptable use: Customer is solely responsible for its Applications, Projects, and Customer Data and for making sure its Applications, Projects, and Customer Data comply with the Acceptable Use Policy. Service Provider reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy. Customer is responsible for ensuring all End Users comply with Customer's obligations under the Agreement.

3.13. Documentation. Service Provider may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Applications may be built or the Services may be used and Customer agrees to comply with any such restrictions specified.

3.14. Lifecycle Management. Service Provider will announce if it intends to discontinue or make backwards incompatible changes to the Services specified in the Lifecycle Management. Service Provider will use commercially reasonable efforts to continue to operate the applicable Service without these changes for at least one year after that

announcement, unless (as Service Provider determines in its reasonable good faith judgment):

i. required by law or third party relationship (including if there is a change in applicable law or relationship), or
ii. doing so could create a security risk or substantial economic or material technical burden.
This Lifecycle Management doesn't apply to versions, features, and functionality labeled as "experimental."

4. Charges and payment terms

4.1. The Customer shall pay the Charges in accordance with this clause 4 and explicitly accepts that this clause 4 shall apply to all Charges and payments notwithstanding any other legal or administrative regulation. Fees are based on Service Provider's measurements of Customer's use of the Services, may include monthly fees, and Service Provider's determination is final if not escalated in writing to Service Provider within 5 Business Days after communication of the usage data of a particular month.

4.2. Call Charges and/or usage based Charges shall accrue from the date on which the Customer commences use of the Service and may be invoiced by the Service Provider monthly in arrears.

4.3. Installation Charges shall accrue on the relevant Service Activation Date and may be invoiced by the Service Provider on or at any time thereafter.

4.4. Monthly fees shall accrue from the relevant Service Activation Date and may be invoiced by the Service Provider quarterly in advance. Any month started is counted as a complete month.

4.5. Unless explicitly mentioned otherwise on the Service Order, any invoice for Charges shall be due on issue of the invoice and shall be paid by the Customer within thirty (30) days of the date of invoice. If payment is not made by the due date, the Customer is automatically deemed to be in default, without notice being served.

4.6. From the due date of the invoice, the Service Provider may without prejudice and without prior notice, add interest to the outstanding amounts at 10 percent per year. Above that, when an outstanding amount isn't paid within 15 days after a written notice, Service Provider is entitled to claim a fixed compensation of 10% on the outstanding amount for recovering the invoicing costs. Service Provider reserves the right to suspend the Services for any late payments.

4.7. All Charges or other sums which may from time to time be due, owing or incurred to the Service Provider are stated exclusive of value added tax and any similar sales tax, levy or duty which shall be payable by the Customer and invoiced by the Service Provider at the then prevailing rate where the Service is provided.

4.8. All legal and administrative expenses are to be paid by the Customer in accordance with this clause 4.

4.9. Unless otherwise agreed in writing, any cost or expense incurred by the Service Provider for the installation and/or provision of a Service shall be paid by the Customer in accordance with this clause 4.

4.10. The Customer agrees that the Services can be invoiced by the Service Provider either electronically, or on paper, in application of the Luxembourg legislation in this regard.

4.11. Payment to the Service Provider shall be remitted exclusively via wire transfer to the address designated on the invoice and all bank charges, if any, shall be paid by the Customer.

4.12. The Service Provider has the right to increase fees and charges if the Service Provider is subject to a price increase of any supplier and/or to execute a yearly indexation of the fees and charges in accordance with the percentage increase from the preceding 12 months in the official Index of Consumer Prices, or if this index ceases to be published, any other retail price index published in substitution. The adjustment of the Charges shall take effect from the beginning of each new calendar year.

4.13. Invoice Disputes & Refunds. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within sixty days after charged (this does not

affect any Customer rights with its credit card issuer). Refunds (if any) are at the discretion of Service Provider and will only be in the form of credit for the Services. Nothing in this Agreement obligates Service Provider to extend credit to any party.

5. Service performance & modification

5.1. In performing its obligations under this Agreement, the Service Provider shall at all times exercise the reasonable skill and care of a competent provider of IT related services, datacenter services provider or other connectivity services as the case may be.

5.2. The Service Provider shall use reasonable endeavors to ensure that each Service will conform to any service descriptions and/or service levels as set out, or referred to, in the applicable Service Order and/or any applicable Service Level Agreement.

5.3. Except as expressly set out in this Agreement, all warranties or representations with respect to the provision of a Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statue or otherwise, are excluded to the extent permitted by law.

5.4. Without releasing it from any of its obligations, the Service Provider shall be entitled at any time, and without notice, to use the Service Provider Affiliates and/or subcontractors to perform some or all of such obligations, within the limits.

5.5. Changes to the Services. Subject to Clause 7.7 (Termination for Convenience), Service Provider may make commercially reasonable Updates to the Services from time to time. If Service Provider makes a material change to the Services, Service Provider will inform Customer, provided that Customer has subscribed with Service Provider to be informed about such change.

b. To the Agreement. Service Provider may make changes to this Agreement, including pricing from time to time. Unless otherwise noted by Service Provider, material changes to the Agreement will become effective 30 days after they are posted, except if the changes apply to new functionality in which case they will be effective immediately. If Customer does not agree to the revised Agreement, he should stop using the Services.

6. Service suspension

6.1. The Service Provider may, at its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, elect to immediately suspend the provision of a Service (or part thereof) if:

a) It is entitled to terminate the Service and/or this Agreement pursuant to clause 7;
b) The Service Provider is obliged to comply with any order, instruction or request of a court, government agency, emergency service organization or any other competent administrative or regulatory authority;
c) The Service Provider has reasonable grounds to consider that the Service is being used fraudulently or illegally, or not in line with the Acceptable Use Policy;
d) The Service Provider has reasonable grounds to consider that the Customer will not or is unable to make any payment which is due or is to fall due to the Service Provider;
e) The Customer Equipment impacts or otherwise causes alterations to the quality of the Service or malfunctions in the system.
f) If Customer becomes aware that any Application, Project (including an End User's use of a Project), or Customer Data violates the Acceptable Use Policy
g) if there is an Emergency Security Issue or Emergency Works are required.

6.2. If the Service Provider exercises its right to suspend the Service (or part thereof) pursuant to clause 6.1, it shall, whenever reasonably practicable, give prior notice of such suspension to the Customer, such notice to state the grounds of such suspension and its expected duration. The Service Provider shall in such circumstances use all reasonable endeavors to resume the Service as soon as possible.

6.3. If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of the

Customer, the Customer shall pay to the Service Provider all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.

6.4. The Service Provider shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension made pursuant to clause 6.1., except for reasons which are solely end directly attributable to the negligence of the Service Provider or its suppliers. For the avoidance of doubt, such suspension caused by maintenance works to the system or Service are part of normal operations.

6.5. Any Service suspension will be executed by the Service Provider only after coordination and/or communication with the Customer in order to minimize the impact of the suspension on the Customer's business.

7. Term and termination

7.1. This Agreement shall take effect from date the first Service Order enters into force between the Parties, and shall continue in force unless and until terminated in accordance with this clause 7.

7.2. Either party may terminate any or all Services by notice in writing:
a) At least three (3) month notice, such notice to take effect on the expiry of the (initial) Minimum Service Term of the Service, or as stipulated otherwise on the Service Agreement.
b) Immediately if, in relation to that Service, the other party has committed a material breach which is incapable of remedy.
c) Immediately if, in relation to that Service, the other party has committed a material breach which is capable of remedy, but which it fails to remedy within ten (10) Business Days of having been notified of such breach.
d) Immediately if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding two (2) months.

7.3. Either party may terminate this Agreement by notice in writing:
a) In the event of a material breach by the other, which has application to all services then provided under this Agreement, and which is incapable of remedy.
b) In the event of a material breach by the other, which has application to all services then provided under this Agreement, and which is capable of remedy, but which such other fails to remedy within fifteen (15) Business days of having been notified of such breach.
c) If the other party has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect or if the other enters into any voluntary arrangements with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law.
d) In the event of a Force Majeure Event which has application to all services and which subsists for a continuous period exceeding three (3) months.
e) Where, after expiry of any applicable (initial) Service Term, no services have been provided for a continuous period exceeding three (3) months.

7.4. The Service Provider may terminate this Agreement (or the relevant Service) immediately by notice if a suspension of a Service pursuant to clause 6.1 has continued for a period of at least three (3) consecutive months.

7.5. Without prejudice to accrued rights or obligations, upon termination of this Agreement:
a) All Service Orders and accompanying services shall terminate immediately.

b) All accrued Charges not yet invoiced shall become due and shall be paid by the Customer immediately on receipt of an invoice.
c) Each party shall promptly return to the other party all copies of the other party's Confidential Information.

7.6. Termination of this Agreement shall not affect the continuation, to the extent necessary, of the clauses which by their nature are deemed to survive the termination of the agreement (such as the confidentiality obligation) and this for a further period of five (5) years.

7.7. The Customer can also terminate this Agreement or a Service for **convenience** before expiry of the (initial) Minimum Service Term with a notice period of three (3) months. In this case, the Customer shall pay the Service Provider a cancellation and/or termination charge equal to the sum of:
a) The remaining MRC of each terminated Service until the end of the agreed Minimum Service Term;
b) Any and all third party cancellation and/or termination charges related to the installation and/or cancellation of each terminated Service;
c) If not already paid, the NRC for each terminated Service.

7.8. The Customer acknowledges that the cancellation or termination charges set forth in the above clause are a genuine pre-estimate of the loss that the Service Provider will suffer and are not a penalty. If the Service Provider feels it's entitled to a higher installation and/or cancellation charge, a court of law will decide the correct amount to be paid by the Customer in accordance with clause 4.

7.9. The Service Term for fixed term agreements will be silently extended for one (1) year if the Customer does not terminate the Service in accordance with clause 7.2.

7.10. If no Initial Minimum Service Term is specified, the Initial Minimum Service Term will be one (1) year.

7.11. Data retention: The Customer acknowledges and accepts that, unless otherwise agreed upon in writing, at the end of the Agreement, regardless what the reason may be, the Customer data put on the system will be automatically erased. It is the responsibility of the Customer to have taken sufficient backups of such data prior to termination date.

7.12. On request of the Customer, the Service Provider will assist the Customer after termination in retrieving the Customer Data under the following conditions:
a) The Customer has no outstanding payments;
b) The Customer has met all requirements applicable to this clause 7;
c) The Service Provider may ask the Customer for a pre-payment to cover the costs related to the data retrieval.

8. Customer obligations

8.1. Restrictions. Customer will not, and will not allow third parties under its control to:
(a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Services or any component thereof;
(b) use the Services for High Risk Activities;
(c) sublicense, resell, or distribute the Services or any component thereof separate from any integrated Application;
(d) use the Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine;
(e) create multiple Applications, Accounts, or Projects to simulate or act as a single Application, Account, or Project (respectively) or otherwise access the Services in a manner intended to avoid incurring Fees;
(f) use the Services to operate or enable any telecommunications service or in connection with any Application that allows End Users to place calls or to receive calls from any public switched telephone system; or
(g) process or store any Customer Data that is subject to the health / patient data or international traffic in arms regulations.

8.2. The Customer shall grant or shall procure the grant to the Service Provider of such rights of access to each location of the Customer, including any necessary licenses or consents to enable it to perform its obligations under this Agreement. The Customer shall advise the Service Provider in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer's locations, and the Service Provider shall endeavor to observe and ensure that its employees and authorized representatives observe such regulations and requirements as advised whilst at the Customer's locations.

8.3. Third Party Requests. Customer is responsible for responding to Third Party Requests. Service Provider will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) if the information is solely held by Service Provider and reasonably accessible by Service Provider, provide Customer with the information required for Customer to respond to the Third Party Request.

8.4. The Customer warrants and undertakes that it shall:
a) Use the Service Equipment only for the purpose of receiving the Service and in accordance with the Service Provider's reasonable instructions from time to time and/or any software license that may be provided with the Service Equipment;
b) Not move, modify, relocate or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or the system;
c) Not cause the Service Equipment to be repaired or serviced, except by an authorized representative of the Service Provider;
d) Insure and keep insured all Service Equipment installed at each Customer location against theft and damage;
e) Not create or allow any changes, liens, pledges or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at all times belong and remain with the Service Provider or its subcontractor;
f) Permit the Service Provider to inspect, test, maintain and replace the Service Equipment at all reasonable times;
g) Comply with the Service Provider reasonable instructions in relation to the modification of the Customer equipment to enable the Customer to receive the Service, at its own expense; and
h) Upon termination of a Service, allow the Service Provider access to each Customer location to remove the Service Equipment. Should any construction or alteration to the Customer location have occurred to facilitate any Service, the Service Provider is not obliged to restore the Customer location to the same physical state as prior to Service delivery.

8.5. The Customer shall be liable for any and all damage to Service Equipment or the system which is caused by:
a) The act or omission of the Customer or the Customer's breach of the terms of this Agreement; or
b) Malfunction or failure of any equipment or facility provided by the Customer or its agents, employees or suppliers, including but not limited to the Customer Equipment. The Service Provider shall not be liable for any costs incurred by the Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

8.6. The Customer warrants that it holds and shall continue to hold such licenses and/or other authorizations as are required under any relevant legislation, regulation or administrative order, to receive the Service and to run and connect the Customer Equipment to the system and Service Equipment. The Service Provider reserves the right to disconnect any Customer Equipment where the Customer has failed to comply with the provisions of the present clause.

8.7. The Customer warrants and undertakes that it shall in its use of the Service, comply with any relevant legislative and regulatory provisions and shall not use the Service for any illegal or immoral purpose.

8.8. The Service Provider shall in no event be liable for any damages to the Customer resulting from the non-delivery or late delivery of the Service to the extent that such failure results from the Customer's breach of one of its obligations set forth in this clause 8.

8.9. The Customer shall indemnify the Service Provider in respect of any and all losses, damages, costs or expenses resulting from or arising out of any breach of the obligations set out in this clause 8 and/or any third party claim arising out of or relating to the use of the Service, and which relates to any act or omission of the Customer which is a breach of this clause 8.

9. Liability & Warranty

9.1. To the maximum extent permitted by applicable law, neither party, nor service provider's suppliers, may be held liable under this agreement for more than the amount paid by customer to service provider during the twelve months prior to the event giving rise to liability.

9.2. Subject to clause 9.5 but otherwise notwithstanding anything else in this Agreement, neither party shall in any event be liable to the other for indirect or consequential losses or otherwise for harm to business, loss of data, loss of revenues, loss of anticipated savings or lost profits, whether or not foreseeable at the time when this Agreement was entered into.

9.3. The Customer acknowledges that the Service Provider is unable to exercise editorial or other control over any content placed on or accessible through the Customer's use of the Service and the Service Provider shall have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Service.

9.4. In the event that the Customer does not meet a liability to the Service Provider arising out of or in connection with this Agreement and/or any of the Service Orders (including, but not limited to the payment of the Charges), the Customer acknowledges and agrees that it is jointly and severally liable to the Service Provider in respect of any such liability and the Service Provider may demand that the Customer satisfies such liability in whole or in part.

9.5. Nothing in this Agreement shall serve to limit either party's liability in respect of (i) death or personal injury caused by or arising from its negligence; or (ii) any conduct qualified under the applicable law as being deceit.

9.6. Each party shall maintain appropriate insurance against any loss, damage, claims or actions arising out of the performance by the obligations under this Agreement from: (i) personal injury or death; (ii) public liability; and/or (iii) any other liability for which it's required by law to insure.

9.7. The Customer acknowledges that there will be no contract between the Service Provider and the customers of the Customer merely as a result of the Agreement. The Customer shall indemnify and keep indemnified, hold harmless and defend the Service Provider in respect of any loss, damage or expense resulting from any claim brought by the customers of the Customer.

9.8. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. SERVICE PROVIDER AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR SECURING AND BACKING

UP ITS APPLICATION, PROJECT, AND CUSTOMER DATA. NEITHER SERVICE PROVIDER NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

10. Force Majeure

Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement (other than for payment obligations set out in clause 4) to the extent such delay or failure is attributable to a Force Majeure event. Any such delay or failure shall suspend this Agreement until the Force Majeure event ceases and the affected (initial) Service Term(s) shall be extended by the length of the suspension.

11. Confidentiality

11.1. Subject to clause 11.2, the Service Provider and the Customer shall:
a) Only use Confidential Information for the purposes of this Agreement;
b) Only disclose Confidential Information to a third party with the prior written consent of the other party (except that the Service Provider may disclose Confidential Information to its affiliates or to its employees, agents or contractors, including professional advisors or auditors , and the Customer may disclose Confidential Information to its affiliates for the purpose of this Agreement); and
c) Ensure that any third party to whom Confidential Information is disclosed, executes a confidentiality undertaking substantially similar to the terms of this clause 11.

11.2. The provisions of clause 11.1 shall not apply to any Confidential Information which:
a) Is in or becomes into the public domain other than by breach of this clause 11;
b) Is or has been independently generated by the recipient party; or
c) Is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a regulatory body.

12. Intellectual property

12.1. The Customer and the Service Provider acknowledge that:
a) Any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights, which are used in connection with the Service and/or Service Equipment shall remain the sole property of the holding party or its subcontractors ; and
b) Either party shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of the other party without its prior written consent.

12.2. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable) and Service Provider owns all Intellectual Property Rights in the Services and Software.

12.3. If Customer wants to display Service Provider IP Features in connection with its use of the Services, Customer must obtain written permission from Service Provider through the process specified in the Trademark Guidelines. For the purpose of providing the Services, Customer permits Service Provider to display any Customer IP Features that may appear in Customer's use of the Services. Any use of a party's IP Features will inure to the benefit of the party holding Intellectual Property Rights to those IP Features. A party may revoke the other party's right to use its IP Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

13. Customer data and privacy

13.1. The Customer acknowledge that the Service Provider will, by virtue of the provision of a Service, come into possession of Customer Data and that such data may be stored by the Service Provider as processor in a number of databases.

13.2. With respect of the Luxembourg data protection law, the Service Provider shall implement appropriate technical and organizational measures to protect the Customer Data against unlawful destruction or loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing. The Customer has the right to access Customer Data upon written notice and have any agreed errors in such Customer Data rectified.

13.3. The Customer acknowledges and agrees that the Service Provider may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide the same level of protection for personal information):
a) In connection with the provision of a Service;
b) 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, market and customer use analysis; and
c) To communicate to the Customer regarding products and services of the Service Provider.

13.4. The Customer may, by sending written notice to the Service Provider:
a) Withdraw consent for such use, processing or transfer of Customer Data as set out in clause 13.3, unless it is required to (i) provision, manage, account and bill for the Service; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order;
b) Request a digital and/or ink copy of all the Customer Data; or
c) Change and/or amend Customer Data to keep it up-to-date.

13.5. Customer Data which relates to the users of the Service will only be used by the Service Provider for the provisioning of the Service and not for marketing and/or sales purposes.

13.6. The Customer acknowledges that all phone calls, faxes and e-mails made and/or sent to the Service Provider may be monitored and may be used against, or in favor of, the Customer and customers of the Customer in a court of law. The Customer must enforce this clause, in written form, to their own customers and/or partners who act as agent to contact the Service Provider.

13.7. The Customer and any company or individual acting as agent of the Customer shall indemnify and keep indemnified, hold harmless and defend the Service Provider in respect of any privacy violation claim arising out of clause 18.

14. Insurance

The Customer Equipment shall at all times be at the Customer's risk and the Customer shall be responsible for insuring the Customer Equipment against all risks including, but not limited to, fire, theft and flood.

15. Assignment

15.1. Neither party may assign, charge, transfer or otherwise dispose of this Agreement, any Service Order or any rights or obligations therein in whole or in part, without the written consent of the other party (which consent shall not be unreasonably withheld or unduly delayed).

15.2. Notwithstanding clause 15.1, the Service Provider may assign any and all of its right and obligations hereunder:
a) To any Affiliate of the Service Provider;
b) To a third party pursuant to any sale or transfer of all or part of the assets or business of the Service Provider.

16. Non-solicitation

Both parties acknowledge that:
a) Unless otherwise mutually agreed to by both parties in writing, that during the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee or subcontractor of the other;
b) If one of the parties fails to comply with this clause, the other party is entitled to a penalty fee of one (1) year's gross salary of the employee or remuneration of the subcontractor in question.

17. Entire agreement and language

17.1. This Agreement sets out the entire and exclusive agreement between the Service Provider and the Customer, as the case may be, superseding all prior proposals, representations, agreements or understandings concerning the subject matter addressed herein.
17.2. The Customer explicitly agrees that its general terms and conditions for purchasing goods or services shall not apply to this Agreement or any Service Order.
17.3. The Customer acknowledges that this Agreement, unless stated otherwise, is written in English.

18. General

18.1. If any provision of this Agreement, including any limitation, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid and enforceable. Both parties will engage a good will best effort to replace or amend the invalid clauses.
18.2. Failure or delay by either party to exercise or enforce any right conferred by this Agreement, including the Service Provider's right to deliver invoices in accordance with clause 4, shall not be deemed to be a waiver of any such right.
18.3. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute between the parties a partnership, agency, association, joint venture or other cooperative entity.
18.4. The Service Provider, at its sole discretion or upon request of a local or national authority, shall be entitled to change, amend or revise the present terms and conditions at any time and for any reason, by providing written notice thereof to the Customer via the procedure described in the following clause.
18.5. Except as otherwise expressly provided for herein, any notice required or authorized to be given under this Agreement shall be delivered by prepaid registration post or by facsimile transmissions (immediately confirmed by registration post) to the address stated above and shall be deemed to have been served forty-eight (48) hours after such posting or such transmission.

19. Dispute resolution

19.1. In the event of a dispute concerning this Agreement, each party shall in the first instance promptly bring the dispute to the attention of a director or similar person in a management position.
19.2. If the Customer wishes to dispute any invoice, the Customer shall, before the invoice is due, deliver a notice in writing to the Service Provider to explain the nature of its dispute, including:
a) Date and number of the disputed invoice;
b) Amount in dispute;
c) Reason for dispute; and
d) Supporting documentation, as appropriate. Any undisputed part of a disputed invoice shall be paid by the Customer in due time.
19.3. Both parties shall use all reasonable endeavors to resolve payment disputes pursuant to clause 19.2 as promptly as is reasonable practicable. For the avoidance of doubt, nothing in this clause 19 shall in any way release the Customer from any of its obligations to pay undisputed invoices.

19.4. The Service Provider provides the Customer with a single point of contact for all issues, including but not limited to all technical, billing and product inquiries.

20. Governing law and jurisdiction

This Agreement shall be governed and construed in accordance with Luxembourg law. The Service Provider and the Customer irrevocably agree to the exclusive jurisdiction of the commercial courts of Luxembourg to settle any dispute arising under this Agreement.

EASY | CLOUD ACCEPTABLE USE POLICY (v1.0)

Use of the Services is subject to this Acceptable Use Policy.

Customer agrees not to, and not to allow third parties (including End Users) to use the Services:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the applicable law
- to engage in, promote or encourage illegal activity;
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to disable, interfere with or circumvent any aspect of the Services;
- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); or
- to use the Services, or any interfaces provided with the Services, to access any other product or service in a manner that violates the terms of service of such other product or service.

Lifecycle Management

This Lifecycle Management applies only to the following Services:
(i)   Service Provider Cloud Storage, and
(ii)   Service Provider Compute Engine.
(iii) Service Provider Backup solution
(iv)   Service Provider Cloud networking
(v)   Service Provider SW-Licenses