

MASTER SERVICES AGREEMENT

1. This Master Services Agreement sets out the basis on which C8 and the Customer will do business.
2. If the parties agree that C8 should provide any Services to the Customer, they shall complete a Customer Service Order Form.
3. Execution of a Customer Service Order Form by both parties will create a binding contract for the provision of those Services on the terms expressly agreed in writing in that Customer Service Order Form and will incorporate (except to the extent expressly varied by a Customer Service Order Form) the Conditions of this Master Services Agreement, together with the accompanying Services Description and Service Level Agreement which will form part of the relevant Customer Service Order Form.
4. Save where expressly stated, this Master Services Agreement creates no obligation or right on behalf of either party in absence of a valid, effective Customer Service Order Form.
5. Any notices served under this Master Services Agreement or in respect of any Customer Service Order Form shall be delivered in accordance with Clause 19.1 of the Conditions:

- a. In the case of C8, to the following contact at the following address, fax number or email address:

Attention: Director of Finance

Address: Continent 8 House, Pulrose Road, Douglas, Isle of Man IM2 1AL

Fax: + 44 1624 679 888

Email: legal@continent8.com

- b. In the case of the Customer, to the following contact at the following address, or fax number or email address:

Attention: HELEN ST CLAIR ACKRILL

Address: INCHALLA, LE VAL, ALDERNEY, CHANNEL ISLANDS GY9 3UL

Fax: +44 1481 823491

Email: Helen.Ackrill@thefortgroup.com

6. The date of this Master Services Agreement is the date of C8's countersignature below.

Agreed and accepted by Continent 8 Technologies plc, Continent 8 House, Pulrose Road, Douglas, Isle of Man, IM2 1AL (registered in the Isle of Man under company number 116093C)

("C8")

Signature of Authorised Signatory:

Job Title: DIRECTOR OF FINANCE

Name: PAUL WATTERSON

Date: 27 FEBRUARY 2018

Agreed and accepted by Eyecon Alderney Limited, Inchalla, Le Val, Alderney, GY9 3UL (registered in Alderney under company number)

(the "the Customer")

Signature of Authorised Signatory:

Job Title:

Name:

Date:

For and on behalf of

FORT LIMITED

CORPORATE DIRECTOR

ROSEMARY AULT

ROSEMARY AULT, DIRECTOR

15/02/2018

For and on behalf of
ELTON LIMITED
CORPORATE DIRECTOR

PENELOPE ANN BALL, DIRECTOR

TO THE MASTER SERVICES AGREEMENT

RECITALS

WHEREAS C8 provides interactive computer services and telecommunication services to companies with mission critical internet operations who require access to outsourced internet infrastructures, access to reliable and resilient bandwidth and managed hosting services in secure and reliable data centre facilities strategically located in various parts of the world;

WHEREAS the Customer wishes to acquire from C8 access to the Internet and related services for its sole use, and C8 is willing, subject to the terms and conditions of these Conditions together with the specific Customer Service Order Form to provide such services to the Customer.

IT IS AGREED:

1 DEFINITIONS

- 1.1 This Clause 1 sets out the rules of interpretation for the Master Services Agreement and, the Customer Service Order Forms (unless otherwise expressly stated in a Customer Service Order Form).
- 1.2 Unless otherwise defined under these Conditions, words and expressions have, under these Conditions and the Customer Service Order Forms, the following meaning:

Acceptable Use Policy and Access Policy means the acceptable use policy and access policy as made available by C8 from time to time and as initially attached to this Master Services Agreement as Appendix 1 and Appendix 2 together with any other relevant policies which are provided or made available to the Customer by C8 in writing from time to time;

Affiliated Company in relation to a body corporate means any Subsidiary Company of that body; (ii) any Holding Company of that body; (iii) any Subsidiary Company of that Holding Company;

Business Days means when the banks located in the relevant country in which the Data Centre is situated are open for regular banking business;

PW

C8 Authorisations

shall have the meaning given to it in Clause 3.8;

C8 Facilities and Equipment

means all the infrastructure, equipment cabling and other devices within the Data Centre(s) and Server Rooms procured and or operated by or on behalf of C8 to provide the Services (subject to Clauses 18.2 and 19.2);

Commencement Date

means the earlier of :-

- (a) the Ready for Service Date; or
- (b) any fixed date specified as the 'Commencement Date' in a Customer Service Order Form; or
- (c) the Installation Date,

as is specified in the Customer Service Order Form, or if not so specified, as is relevant to the specific Customer Service Order Form;

Conditions

means the terms and conditions set out in these Conditions and any Customer Service Order Form;

Confidential Information

includes all business, financial and operational information, and/or the parties wider activities, either marked as confidential or which ought reasonably to be regarded as such, which may be or may have been disclosed to the other either under or pursuant to these Conditions;

Customer Authorisations

shall have the meaning given to it in Clause 4.1;

Customer Equipment

means the Customer's network servers and other equipment, together with all required software and/or related components, owned and/or supplied by the Customer which is necessary for interconnection to C8's network facilities or otherwise required for use in connection with any of the Services

which excludes for the avoidance of doubt the C8 Facilities and Equipment;

Customer Service Order Form

shall comprise:-

- (a) any written order by a Customer for the provision of Services which is accepted by C8 from time to time, pursuant to this Master Services Agreement (and incorporating these Conditions); together with
- (b) the accompanying relevant Service Schedule (Service Description);
- (c) the accompanying service level agreement (Service Level Agreement); and
- (d) the accompanying additional terms (if any),

(and any reference to a Customer Service Order Form also includes all the provisions incorporated within that Customer Services Order Form);

Data Centre

means the data centre from where and at which the Services are delivered, as specified in the applicable Customer Service Order Form or as agreed between the parties in writing from time to time;

DDoS Attack

a DDoS attack is defined as an event in which a single or multiple compromised system(s) on the internet target IP traffic at a single or multiple destination host systems, thereby causing a denial of service for users accessing services on the targeted host systems;

Disclosing Party

means the party disclosing its Confidential Information;

DNS

means domain name server;

Fees

means the total of the fee elements described

Gaming Regulations

in the relevant Customer Service Order Form;

shall include for those Customers only engaged in the provision of online gambling or related products or services, the relevant online gambling regulations which may be applicable to the Services and/or such Customer from time to time. For the avoidance of doubt where a Customer is not involved in online gambling or related products or services then any provisions in these Conditions in relation to the "Gaming Regulations" will not apply to it;

Holding Company

means a company which has a Subsidiary Company;

Installation Date

means the earlier of either:-

- (a) the date on which the Customer installs the Customer Equipment in the Server Room pursuant to a specific Customer Service Order Form; or
- (b) the date which is 60 days after the date of the such specific Customer Service Order Form (as referenced in paragraph (a) above);

Intellectual Property Rights

means (a) copyright, software, inventions, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Master Services Agreement

means the master services agreement between C8 and the Customer of which these Conditions are referenced therein;

Minimum Monthly Recurring Fee	shall have the meaning in Clause 5.3;
Minimum Term	means the minimum period the Services are to be provided for as specified in the Customer Service Order Form and if no such minimum term is specified then the Minimum Term shall be 36 months from the Commencement Date relevant for the specific Services;
Order Date	shall have the meaning in Clause 3.1;
PDU	means power distribution unit;
Ready for Service Date	means the date on which C8 notifies the Customer by email (or in writing at C8's election) that the specified Services are activated and available for use by the Customer;
Recipient	means the party receiving Confidential Information from the Disclosing Party;
Renewal Period	shall have the meaning set out in Clause 6.2;
Server Room	means the server room(s) in which the Customers Equipment is to be located from time to time within the particular Data Centre;
Service Credits	means the credits awarded to the Customer for any failure by C8 to meet the relevant service level where specified in the relevant Customer Service Order Form;
Services	means the services to be provided by C8 pursuant to the Master Services Agreement, as set out in more detail in the relevant Customer Service Order Form;
Standard Business Hours	means Monday to Friday 9am-5pm in the relevant time-zone of the Data Centre, excluding statutory and bank holidays; and

Subsidiary Company

means the same as defined in section 1162 of the Companies Act 2006.

1.3 Interpretation

Unless expressly stated otherwise, the following rules of interpretation will apply in these Conditions.

- (a) words in the singular, include the plural and vice versa;
- (b) headings used in these Conditions are for ease of reference only and will not affect the interpretation of these Conditions;
- (c) references to Clauses, Sections, Schedules and Appendices are, unless the context otherwise requires, to Clauses, Schedules and Appendices of these Conditions and references to any sections is a reference to sections in each of the Schedules or Appendices to these Conditions;
- (d) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) references to a statute or a statutory provision, include a reference to that statute or statutory provision as from time to time modified or re-enacted;
- (f) references to persons shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity; and
- (g) references to any English statutory provision or English legal terms for any action, remedy method of judicial proceeding, document, legal status, court, official or any other legal concept or thing shall, in respect of any body corporate incorporated in any jurisdiction other than England, be deemed to refer to and include any equivalent or analogous action, remedy, method of judicial proceeding, document, legal status, court, official or other legal concept or thing or what most nearly approximate in that jurisdiction to the English statutory provisions or English legal terms.

2 STRUCTURE OF MASTER SERVICES AGREEMENT

- 2.1 This Master Services Agreement is structured so that individual Customer Service Order Forms may be entered into by the parties from time to time. Customer Service Order Forms are governed by and subject to the terms of this Master Services Agreement.
- 2.2 Save for any Customer Service Order Forms entered into contemporaneously with this Master Services Agreement, this Master Services Agreement does not commit the Customer to purchase Services. The Customer only becomes committed to purchasing and

C8 only becomes committed to providing additional Services upon signature by both parties of a subsequent Customer Service Order Form.

- 2.3 Each Customer Service Order Form shall come into force on the date of signature by both parties and shall continue for the Minimum Term and thereafter unless and until terminated in accordance with this Master Services Agreement.
- 2.4 In the event of any inconsistency or conflict between the terms of these Conditions and a Customer Service Order Form, the order in which the document will prevail will be as follows:-
- (a) Customer Service Order Form; and then
 - (b) these Conditions.

3 SERVICES

- 3.1 For each Service required from time to time, C8 shall prepare and submit a Customer Service Order Form to the Customer which shall only become binding on the parties upon each party executing such Customer Service Order Form ("**Order Date**").
- 3.2 C8 shall not be liable for the consequences of or any delays to the provisions of the Services resulting from any incorrect information the Customer supplied in relation to the provision of the Services. If C8 rejects any information for a valid reason, it is the Customer's responsibility to correct and re-submit the correct information.
- 3.3 Any Customer Service Order Form is an agreement for the Services and is not a lease of any real or personal property. Neither C8 nor the Customer intends to create between them any relationship of landlord and tenant. C8 grants the Customer (in common with C8 and all others authorised by C8) a limited licence for the duration of the Services to:
- (a) have the Customer Equipment located in such part of the Data Centre as C8 shall from time to time designate; and/or
 - (b) use any C8 Equipment provided to it by C8 pursuant to the relevant Customer Service Order Form.
- 3.4 The Customer acknowledges and agrees that:
- (a) possession and control of all estates and interest in real property in the Data Centre will at all times remain vested in C8 or such other entity that has a superior estate or interest to C8;
 - (b) in its sole discretion C8 may require the Customer to relocate the Customer Equipment to such other part of the Data Centre or Server Room as C8 may reasonably designate from time to time. Such relocation shall be subject to the agreement by both parties of

the allocation of costs to be incurred. Where C8 does require such a relocation by the Customer it shall be in accordance with a plan agreed between the parties so as to minimise disruption to the Customer to the extent reasonably possible.

- 3.5 The Commencement Date for the Services will be specified in the Customer Service Order Form for such Services. For the avoidance of doubt the Customer acknowledges that the terms of the Customer Service Order Form (incorporating these Conditions) are binding on it from the Order Date.
- 3.6 C8 shall provide the Services with the reasonable skill and care of a competent co-location and telecommunications service provider.
- 3.7 C8 shall perform the Services in accordance with the relevant Service Schedule and Service Level Agreement.
- 3.8 C8 shall hold and maintain at all relevant times all appropriate licences, consents, authorisations and permits and comply with any regulations as applicable from time to time which may be required of C8 to provide the Services ("C8 Authorisations").

4 OBLIGATIONS OF CUSTOMER

- 4.1 As a condition precedent to any obligation on the part of C8, the Customer shall obtain and maintain in force during the Minimum Term and any Renewal Period any and all licenses, consents, authorisations and permits and comply with all regulations (including without limitation the Gaming Regulations, if relevant to the Customer) and all applicable legislation and the regulations of any relevant regulatory bodies as applicable from time to time which may be required of the Customer to operate the Customer Equipment in the Server Room(s) and to receive the Services, (together the "Customer Authorisations") as applicable. Upon the written request of C8 the Customer shall promptly provide C8 copies of the Customer Authorisations together with such information as reasonably required by C8 in relation to such Customer Authorisations.
- 4.2 The Customer hereby warrants that it shall have in place all Customer Authorisations by the Commencement Date and that it shall maintain and comply with all Customer Authorisations as required in Clause 4.1 throughout the Minimum Term and any Renewal Period.
- 4.3 The Customer shall comply with all conditions imposed on the Customer under these Conditions and the Customer Service Order Form from time to time in force.
- 4.4 The Customer shall comply with the Acceptable Use Policy and Access Policy.

5 FEES AND PAYMENT TERMS

- 5.1 The relevant Customer Service Order Form shall set out the Fees. All Fees are payable in full and cleared funds without deduction, set-off or abatement unless agreed in writing by the Parties.
- 5.2 All invoices shall be issued in the currency set out in the Customer Service Order Form. Should the Customer wish to pay in another currency, subject always to C8's approval, it may do so provided the Customer pays the exchange rate difference and any bank charges incurred by C8.
- 5.3 By entering into a Customer Service Order Form, the Customer is committed to certain fees for the Minimum Term set out in that Customer Service Order Form and for any Renewal Period (if relevant) ("Minimum Monthly Recurring Fee"). The level of those Minimum Monthly Recurring Fees will depend on the package of services that the Customer chooses as set out within the terms of the Customer Service Order Form.
- 5.4 The Minimum Monthly Recurring Fees and all other non-recurring fees are due and payable 45 days following the last day of the month in which services were rendered or 45 days following the date of the invoice (whichever is the later).
- 5.5 The Customer acknowledges and agrees that should the provision of any Services terminate at any time prior to the expiration of the Minimum Term or Renewal Period relevant to such Services then subject to Clause 5.6 the Minimum Monthly Recurring Fees payable for the remainder of such Minimum Term or Renewal Period (as relevant) will be payable by the Customer to C8 forthwith upon the effective date of such termination.
- 5.6 The provisions of Clause 5.5 shall not apply where either the Customer exercises its right to terminate a Customer Service Order Form pursuant to the terms of Clause 7.1 or 7.3 or C8 terminates pursuant to Clause 7.2 or 7.4 where such termination pursuant to clause 7.4 does not arise due to the acts or omissions of the Customer).
- 5.7 All sums payable under these Conditions are exclusive of any Value Added Tax ("VAT") or other taxes or duties levied on such sums and, subject to receipt of a valid VAT invoice, the Customer undertakes to pay and indemnify C8 in respect of any such VAT or other tax or other duty properly chargeable to the Customer by C8.
- 5.8 Late payment of Fees shall bear interest, as of and from their due date, at the annual rate of 4% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.9 Power consumption fees identified separately or included in the "Rack Fees" can be unilaterally increased by C8 from time to time to reflect direct increases in the costs of

power. Such increases shall only take effect upon 30 days prior notice to the Customer. The maximum annual increase cannot exceed 10%.

- 5.10 In circumstances where the Service is comprised of more than one element and the Fees are structured accordingly, the Fees in respect of any particular element will become payable in accordance with this Clause with effect from the Commencement Date for that particular element of Service notwithstanding that there may not be a Commencement Date at such time in relation to other elements of such Services.
- 5.11 Except in the case of demonstrable error, all Fees shall be calculated in accordance with data recorded or logged by, or on C8 behalf.

6 TERM

- 6.1 The Master Services Agreement shall commence on the date this Master Services Agreement is countersigned by C8 and shall, subject to any early termination pursuant to Clause 7 continue in full force and effect until expiry of the Minimum Term and thereafter shall continue in effect until the termination or expiration of the last Customer Service Order Form in effect.
- 6.2 Each Minimum Term specified in any Customer Service Order Form shall automatically be extended for successive fixed periods equal to the Minimum Term specified in such Customer Service Order Form subject to either party providing not less than the minimum prior notice period (as specified in such Customer Service Order Form) the ("Renewal Period"). Upon such extension of the Minimum Term or of the Renewal Period, these Conditions shall be renewed upon the terms and conditions in effect immediately before the extension, save for the revision of any unilateral increase in accordance with Clause 5.9.

7 TERMINATION

- 7.1 Customer may terminate either the Master Services Agreement (and consequently every Customer Service Order Form in force at such time), or alternatively any specific Customer Service Order Form at any time upon a 4.5 (four and a half) months prior written notice, unless stated otherwise in the applicable Customer Service Order Form with respect to a particular Data Centre.
- 7.2 C8 may terminate either the Master Services Agreement (and consequently every Customer Service Order Form in force at such time), or alternatively any specific Customer Service Order Form at any time upon a 12 (twelve) months prior written notice.
- 7.3 Without prejudice to the rights and remedies of the parties, either party may terminate either the Master Services Agreement (and consequently every Customer Service Order Form in force at such time) or alternatively any specific Customer Service Order Form only if:

- (a) the other party is in material breach of these Conditions or the Customer Service Order Form (including without limitation any failure to pay any Fees when due) and (in the case of remediable breach but subject always to Clause 11.2) fails to remedy the breach within 10 Business Days of receiving written notice to that effect from the other party; or
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party); or
 - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; or
 - (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
 - (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 7.3(b) to Clause 7.3(h) (inclusive).
- 7.4 C8 may end the Master Services Agreement and/or a specific Customer Service Order Form (at C8's election) upon twelve months prior written notice to the Customer (or such shorter period of notice where required of C8) if:
- (a) it becomes unlawful for C8 to continue to provide the Service; or

- (b) C8 is required to suspend or cease the Service by a competent regulatory authority.
- 7.5 The Customer acknowledges and agrees that if C8 terminates pursuant to Clause 7.3 or clause 7.4 (where such termination pursuant to clause 7.4 arises in connection with the acts or omissions of the Customer) the Customer shall be required to pay all outstanding charges for the Services being terminated up to the termination date and the balance of the Minimum Monthly Recurring Fees (in relation to which C8 is exercising its termination rights) from the termination date to the end of the Minimum Term or any Renewal Period.
- 7.6 Where the Customer terminates pursuant to Clause 7.1 or C8 terminates pursuant to clause 7.2 or 7.4 (where such termination pursuant to clause 7.4 does not arise due to the acts or omissions of the Customer), the Fees (in relation to which it is exercising its termination rights) are payable by the Customer up to the termination date and C8 shall reimburse to the Customer on a pro rata basis any paid in advance of such date.
- 7.7 C8 will have the right to retain any of the Customer Equipment which is in the Data Centre, until receipt of all sums due and payable to C8.
- 7.8 Without prejudice to C8's other rights under these Conditions, C8 may at C8's sole discretion suspend the Services or any part thereof forthwith until further notice if C8 are entitled to terminate this Agreement or if C8 are obliged to comply with any order or instruction of a regulatory authority or without derogating from C8's liability hereunder, if any wayleave or other consent required for the purposes of providing such Services is withdrawn, revoked or otherwise ceases to have effect.
- 7.9 The Customer shall continue to be liable to pay the Fees during such suspension if the Service is suspended pursuant to any default by the Customer.

8 INFORMATION AND CONFIDENTIALITY

- 8.1 Each party shall treat as confidential, and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall treat as confidential, the terms and conditions of these Conditions the Customer Service Order Form together with accompanying Service Schedules, as well as all data, summaries, rates, reports or information of all kinds and all other Confidential Information relating in any manner to the business or affairs of the other party which it may receive in connection with these Conditions, and shall not (and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall not) disclose or use such information other than strictly for the purposes of these Conditions and the Customer Service Order Forms.
- 8.2 Each party must, at its cost, notify the other party in writing immediately when it becomes aware of any actual or reasonably likely breach of this Clause 8, including by such party's directors, employees, professional advisers and agents and at the request and cost of the other party use its best endeavours to assist the other party in preventing or stopping any

person from using or disclosing any Confidential Information in its possession, custody or control, or threatening to do so

9 DATA PROTECTION

- 9.1 Both parties acknowledge their respective duties under the applicable data protection legislation, and hereby undertake to comply with their obligations and duties under such legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under such legislation which may be applicable to this Master Services Agreement and /or any Services provided pursuant to a Customer Service Order Form from time to time. To the extent that C8 may (if ever), in the course of performing its obligations under these Conditions, "process" (as more particularly defined in accordance with the relevant legislation) personal data obtained from the Customer, then the Customer consents and undertakes to procure that any relevant data subject consents, to such processing by C8. The Parties shall at all times ensure that appropriate technical and organisational security measures shall be taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.
- 9.2 Each party agrees that, to the extent that it processes any personal data provided by or on behalf of the other party then it shall:-
- (a) use, store and otherwise process such information only to the extent necessary to carry out its obligations under these Conditions and not otherwise (unless instructed by the other party in writing);
 - (b) keep personal data confidential and not disclose it to any third party unless (in the case of personal data provided by or on behalf of the Customer) the Customer gives prior written consent and it is disclosed by C8 solely in connection with performing the Services under these Conditions, and provided such third party has agreed in writing to be bound by the provisions of this Clause 9;
 - (c) put in place appropriate technical and organisational measures to protect end user data against unauthorised or unlawful processing and against accidental loss, destruction, or damage;
 - (d) promptly notify the other party of the loss, compromise or any unauthorised access to, or breach of the security of, any personal data provided by the other party;
 - (e) subject always to Clause 8, allow the other party once in any calendar year (unless an audit is required for regulatory compliance then, at all reasonable times) and on reasonable notice to inspect or audit the systems processes and procedures it has in place to comply with the requirements of this Clause 9; and

- (f) in a secure manner return or destroy the personal data of the other party within thirty Business Days of a written request to that effect and/or termination or expiry of these Conditions, pursuant to the other party's written direction, except to the extent that and for as long as it is required for legal or regulatory purposes to retain such personal data.

10 INDEMNITIES

10.1 Scope of Indemnity by the Customer

Subject to Clause 11, the Customer shall fully indemnify, defend and hold harmless C8 and its officers, directors, employees, agents, successors and assigns from and against any and all costs, actions, claims, damages or losses whatsoever arising from or in connection with or based on any claim of the following:

- (a) the fraud or dishonesty of any of the Customer personnel or subcontractors; or
- (b) any claim that any of the Customer's services and/or products offered or made available from the Customer's Equipment infringes a third party's rights, including third party Intellectual Property Rights or rights in respect of Confidential Information; or
- (c) that the Customer was in breach of the warranty set out in Clause 4.2.

10.2 Scope of Indemnity by C8

Subject to Clause 11, C8 shall fully indemnify, defend and hold harmless the Customer and its officers, directors, employees, agents, successors and assigns from and against any and all costs, actions, claims, damages or losses whatsoever arising from or in connection with or based on any claim of the following:

- (a) the fraud or dishonesty of any C8 personnel or subcontractors; or
- (b) any claim that any C8 product and/or services or C8 Confidential Information or C8 Intellectual Property Rights, or the use, reproduction or exploitation of any of the same infringes a third party's rights, including third party Intellectual Property Rights or rights in respect of confidential information; or
- (c) any breach by C8 of Clauses 8 and/or 3.8.

10.3 A party's indemnity obligations under this Clause 10 (the "Indemnifying Party"), shall be subject to the indemnified party (the "Indemnified Party"), taking all the following actions:

- (a) Notifying the Indemnifying Party promptly in writing, after the Indemnified Party receives notice of the claim subject to indemnification (the "Claim");

- (b) Giving the Indemnifying Party sole control of the defense with respect to the Claim and any settlement negotiations, subject to the settlement agreement not including any admission of fault on the part of the Indemnified Party without the prior consent of such Indemnified Party; and
- (c) Giving the Indemnifying Party the information, authority, and assistance, at the Indemnifying Party's cost, the Indemnifying Party reasonably needs to defend against or settle the Claim.

11 LIABILITY

11.1 Neither party shall be liable:

- (a) for any breach of its obligations under these Conditions resulting from a "*Force Majeure*" which shall include without limitation acts of God, acts of war, acts of terrorism, civil uprising, acts of civil disobedience, natural catastrophes, industrial disputes (whether or not involving their employees), acts of local or central Government or other competent authorities and accidents beyond their control; nor
- (b) for any indirect, incidental, special, consequential, exemplary or punitive damages or any damages for lost profits, lost revenues, loss of goodwill, loss or corruption of data or interference with business whether or not caused by the acts of omissions or negligence of its employees or agents and regardless of whether such party has been informed of the possibility of the likelihood of such damages.

11.2 The Service Credits and remedies provided in the Service Level Agreement (forming part of a Customer Service Order Form), and in Clause 13, constitute the sole and exclusive remedy available to the Customer against C8 in the event of any failure of C8 to deliver the Services in accordance with the relevant Service Level Agreement.

11.3 Subject to Clauses 11.4 and 11.5 the total liability of:

- (a) the Customer, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to the Fees paid or payable by the Customer in relation to the specific Customer Service Order Form in the twelve month period prior to the relevant event giving rise to the claim under such Customer Service Order Form; and
- (b) C8 whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to twice the Fees paid or payable by the Customer in relation to the specific Customer Service Order Form in the twelve month period prior to the relevant event giving rise to the claim under such Customer Service Order Form

11.4 However, nothing in these Conditions limits or excludes the liability of either party to the other in respect of:

- (a) death or injury to persons caused by its negligence; or



- (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot by law be limited or excluded.
- 11.5 Nothing in this Clause 11 shall apply to limit or exclude the Customer's obligations to pay the Fees to C8 in accordance with these Conditions.
- 11.6 This Clause 11 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:
- (a) any breach of this Master Services Agreement or an individual Customer Service Order Form however arising;
 - (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Master Services Agreement or an individual Customer Service Order Form however arising.

12 INSURANCE

- 12.1 C8 agrees that it shall maintain in full force and effect, at its own expense, during the Minimum Term and each Renewal Period, with an insurance company of repute appropriate insurance in respect of its obligations under these conditions, including the following:
- (a) provide all-risk insurance coverage on the cost (such cost to be evidence to the reasonable satisfaction of C8) of the Customer Equipment located in the Data Centre (s), subject to a maximum amount of £15,000,000, it being acknowledged and agreed that such maximum insurance coverage shall apply to Customer together with its Affiliated Companies in aggregate. The Customer shall, on demand, reimburse to C8 an amount equal to 50% of the annual cost of procuring such insurance coverage (but in any event, in an amount not exceeding £ 9,000);
 - (b) Property insurance of its own equipment at the reinstated values located in the Data Centre (s); and
 - (c) Commercial liability insurance covering bodily injury, personal injury and damage for not less than £5,000,000 for any one occurrence.
- 12.2 Customer agrees that it shall maintain in full force and effect, at its own expense, during the Minimum Term and each Renewal Period, with an insurance company of repute appropriate commercial liability insurance covering bodily injury and personal injury for not less than £5,000,000 for any one occurrence or a series of occurrences in the aggregate, it being acknowledged and agreed that the maximum availability of such insurance coverage shall apply to Customer together with its Affiliated Companies in aggregate.

- 12.3 The parties shall on request supply copy of their relevant certificate of insurance to each other as evidence that such policies remain in force.
- 12.4 The parties agree that where there is a material fluctuation in the cost of Customer Equipment together with the cost of any other equipment of any Affiliated Companies of the Customer (in aggregate) then both parties shall, acting in good faith, re-evaluate the maximum required level of insurance coverage for the purposes of Clause 12.1(a).

13 SERVICE CREDITS

- 13.1 Any Service Credits provided for in a Customer Service Order Form (and in particular in the Service Level Agreement forming part of such Customer Service Order Form) shall apply only in respect of service unavailability for the specific services and where the Customer has reported the unavailability and for which a ticket number has been issued by C8 in accordance with the provisions of Clause 13.3.
- 13.2 Where Service Credits are included in a Customer Service Order Form (and in particular in a Service Level Agreement forming part of such Customer Service Order Form) such Service Credits shall not apply if the Customer is in breach of any of the terms and conditions of these Conditions or if service unavailability is:-
- (a) caused by the Customer's applications, Customer Equipment or facilities; or
 - (b) caused by the negligence, wilful misconduct of the Customer or others authorised by the Customer (for the purpose of this clause, such "others authorised by the Customer" do not include C8 and anyone acting on C8's behalf); or
 - (c) caused by an action made at the specific written request or direction of the Customer; or
 - (d) a result of scheduled maintenance; or
 - (e) associated with DNS issues outside the direct control of C8; or
 - (f) a result of other National networks/exchanges that adversely affect the ability to pass IP traffic on the Internet as a whole; or
 - (g) due to a third party service provided to C8 solely for the benefit of, and at the written request of, the Customer; or
 - (h) due to a DDoS Attack; or
 - (i) for any reason beyond the control of C8; including Force Majeure; or

- (j) due to other events or circumstances which the relevant Customer Service Order Form expressly sets out as excluding the availability of Service Credits should such events or circumstances arise.

13.3 The Customer may claim a Service Credit (where available) by giving written notice to C8 by the end of the calendar month following the month in which the relevant service level failure occurred. Eligible Service Credits will be applied against the invoices in the month following notification by Customer.

14 DISPUTE RESOLUTION

Any dispute between the parties arising out of or relating to these Conditions will be resolved as provided in this Clause 14.

14.1 Informal Dispute Resolution

The parties will use their reasonable endeavours to resolve any dispute under these Conditions informally as provided for in this Clause 14:

- (a) upon the written request of a party, each party will appoint a senior designated representative who does not devote substantially all of his or her time to performance under these Conditions, whose task it will be to meet for the purpose of endeavouring to resolve such dispute;
- (b) the designated representatives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the parties believe to be appropriate and germane in connection with its resolution and in any case shall use their reasonable endeavours to resolve the dispute within forty five (45) days of the date of the first notice under Clause 14. The representatives will discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding; and
- (c) the specific form for the discussions will be left to the discretion of the designated representatives.

14.2 Court Proceedings

- (a) In the event that the parties are unable to resolve a dispute by the application of the informal dispute resolution procedures set out in Clause 14.1, either party may elect to seek recourse through the English courts which shall have the exclusive jurisdiction in respect of any such disputes.
- (b) Nothing will prevent a party from at any time commencing court proceedings relating to any dispute arising from these Conditions having notified the other party in writing of its intention to withdraw from the dispute resolution process set out in Clause 14.1.

- (c) Nothing in these Conditions shall prevent either party from seeking equitable relief, including injunctive relief.

15 THIRD PARTY RIGHTS

Nothing in these Conditions shall be deemed to grant any rights or benefits to any person other than the parties, their respective successors in title or assignees, or entitle any third party to enforce any provision hereof and the parties do not otherwise intend that any term of the Master Services Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

16 BRIBERY ACT

C8 or the Customer will not, and nor will any of their officers, employees, shareholders, representatives or agents ("Associated Parties"), directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under these Conditions or any Customer Service Order Form) with respect to a Customer Service Order Form which (i) would violate any anti-corruption laws or regulations applicable to C8, the Customer and the Customer's affiliates, (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of expectation of good faith, impartially or trust, (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, ("Corrupt Act").

17 NO PARTNERSHIP

Nothing in these Conditions, and no action taken under these Conditions, shall create a partnership or establish a relationship of principal and agent between any of the parties or otherwise authorise any party to bind any other party for any purpose.

18 NO AGENCY

- 18.1 These Conditions does not make either party the agent of the other. Neither party shall have the authority to accept any order or any contract on the other's behalf and neither party will commit, receive payment or generate expenses on behalf of the other and will make no promises, representations or guarantees or hold itself out as having any such authority to do any of aforesaid for the other.
- 18.2 These Conditions, and the provision of the Services is personal to the parties. Subject to Clause 19.2, neither party shall have the right to assign, transfer or novate any part of these Conditions to another party without the prior written consent of the other.



19 GENERAL CONDITIONS

- 19.1 Unless otherwise expressly stated, any communication in connection with these Conditions must be in writing and unless otherwise stated, may be given in person, or by post at the address stated in the Master Services Agreement or such other address as may be notified by the party in accordance with this provision. Where it is expressly set out certain communications may be made by email.

Except as provided herein, any communication in connection with these Conditions will be deemed to be given as follows:

- (a) if delivered in person at the time of delivery;
 - (b) if posted three days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (c) if by email, when received.
- 19.2 The parties may not assign their rights under these conditions to an Affiliated Company or to any member of its group of companies without the other party's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), and provided that the said assignee shall:
- (a) obtain and maintain in good standing throughout the Minimum Term and Renewal Period such Customer Authorisations as may be required (where relevant) and shall perform the other obligations of the assigning party as set out in these Conditions;
 - (b) enter into a direct covenant to comply with the terms of this Master Services Agreement as if named herein as the assigning party; and
 - (c) in the other party's reasonable opinion have the financial resources (which may be satisfied by the provision of appropriate parent company guarantees) and operational capabilities to perform to the other party such information and documentation in relation to its assignee as the other party may reasonably request.
- 19.3 The Master Services Agreement together with any Customer Service Order Form (and accompanying Service Description and Service Level Agreement) are governed by and shall be construed in accordance with the laws of England and Wales and subject to Clause 19.5, the parties agree to submit to the exclusive jurisdiction of courts of England and Wales.
- 19.4 The Customer irrevocably waives any objection that it has now, or may hereafter have, to the courts of England and Wales being nominated as the forum to hear and to determine any suit, action or proceeding, and to settle any dispute that may arise out of, or in

connection with, these Conditions and agrees not to claim that any such court is not a convenient or appropriate forum.

- 19.5 Notwithstanding the foregoing, Parties may take proceedings against each other in any other competent jurisdiction to execute and enforce against the other a judgment issued by the courts of England and Wales.
- 19.6 If any provision of these Conditions shall be held to be illegal, invalid or unenforceable, the enforceability of the remainder of these Conditions shall not be affected.

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APPENDIX 1 ACCEPTABLE USE POLICY

MASS MAILING AND ACCEPTABLE CONTENT

1. Definitions

(a) Unsolicited Commercial Email (UCE): Synonym: Spam. An electronic message sent actively to one or more recipients, without the recipient's express consent (by solicitation, opt-in or in context of an established conversation), for the purpose of advertising a commercial product or service.

(b) UCE is usually (but not limited to) e-mail. Pop-up windows on stock (uncompromised) browsers are not UCE as they require a user to click on a hyperlink, regardless of whether or not the text of the link is misleading. If a recipient had checked an opt-in list permitting the message, then the message is not spam. C8 considers messages with opt-out clauses irrelevant to this definition; a UCE with an opt-out clause is still a UCE.

2. Mass Mailing Policy

- (a) C8 is committed to eliminating UCE and does not tolerate its use on its network or on behalf of sites hosted on its network.
- (b) No company or person under contract to C8 shall send UCE or permit UCE to be sent on the behalf of services hosted at C8. Any company or person who knowingly permits UCE to be sent from C8-hosted equipment or on behalf of their C8-hosted services is in violation of this policy.

3. Acceptable Content Policy

- (a) C8 does not permit its network, or sites hosted on its network, to be used for purposes of promoting, selling, advertising or otherwise displaying material, products or information that C8 deems to be pornographic, hateful or offensive.
- (b) Any company or person, who knowingly promotes, sells, advertises or otherwise displays material, products or information that C8 deems to be pornographic, hateful or offensive from C8-hosted equipment is in violation of this policy.

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4. Investigation and Remedy

Detection

- (a) C8 cannot actively police its network, nor by extension, the entire Internet for content related to customers, sites or services.
- (b) As such, C8 relies on complaints from anti-spam organizations and from regular Internet users. Receipt of a complaint is sufficient grounds to start an investigation.
- (c) Complaints may be sent by e-mail to: abuse@continent8.com.

Investigation

- (a) C8 will not take action against alleged abusers without a prior investigation.
- (b) Customers, when e-mailed by authorized C8 personnel requesting an investigation relating to an alleged abuse on their behalf, shall respond, within a reasonable time, with a report detailing the name of their investigator, whether an abuse was or was not committed, and the action taken.
- (c) C8 will conduct its own investigation to establish whether or not an abuse was committed.

Satisfaction

- (a) Should C8 agree that no abuse was committed; no further action will be taken by C8.
- (b) If the abuse was not by or on behalf of the Customer; no further action will be taken by C8.
- (c) If an abuse has occurred, but the action taken by the Customer stopped the abuse, no further action excepting those detailed in subsection (d) below will be taken.
- (d) If C8 is not satisfied that the abuse has stopped, a warning will be issued to the Customer related to the abuse. If C8 is still not satisfied after a reasonable time that the abuse has stopped, the following remedies will be applied:

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- (i) If the UCE originated from outside the C8 network: C8 will intercept connections to the Customer's site advertised by the UCE, publishing a message referring to the policy violation, until C8 is satisfied that the abuse has stopped.
- (ii) If the UCE originated from within the C8 network: C8 will consult with the Customer with a view to termination of the Customer's contract if the Customer's use is in violation of C8's UCE policy.

APPENDIX 2

ACCESS POLICY

C8's intention in implementing an acceptable access policy is not to impose restrictions on the customers but rather to protect and serve the customers to the fullest. C8 is committed to protecting customers, partners and C8 itself from illegal or damaging actions by individuals, either knowingly or unknowingly.

Effective security is a team effort involving the participation and support of every company employee and affiliate who deals with information and/or information systems. It is the responsibility of every customer to know C8 guidelines and to conduct their activities accordingly.

The purpose of this policy is to outline the proper procedures for a secure environment of the computer equipment in the Server Room. These rules are in place to protect the customers and C8. Inappropriate use could expose the customers to risks including, but not limited to, malicious attacks, compromise of networked systems, etc.

Each customer must demonstrate compliance with the standards listed below:

1. Each customer will provide C8 with a list of their personnel who are deemed "authorized" to call, e-mail, or page any of our technical support team in order to carry out work on the equipment and systems in the Server Room. This includes the rebooting of a system.
2. Customer must disclose who amongst their personnel will have physical access to any of the equipment in the Server Room and shall provide C8 with a list of these individuals.
3. For each person who is authorized by the customer to physically access customer's equipment, a picture of that person will be required and will be kept for C8 records.
4. Each customer shall nominate a designated individual within their own organization who shall have top-level authorization authority. In the event that C8 does not recognize an individual as being an employee of the customer, C8 will at once call the designated authority. Only this designated individual shall be able to override C8 lists of personnel in order to authorize this person to service any equipment.
5. C8 shall have sole and final authority to determine who is permitted to enter any locked physical environment, after consultation with customer wherever practicable.
6. No equipment may enter or leave the Server Room without authorization from C8 technical staff, who will consult with customer wherever practicable. Any Customer Equipment removed from the Server Rooms will be documented by C8, including serial number, model and version. Such documentation will be sent to Customer no later than one (1) week after being removed, upon its request.

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7. No audio or video recording equipment may be brought in or used inside the Server Room. This includes, but is not limited to: cameras, camcorders, cassette recorders, webcams and camera cell-phones.
 8. Any unauthorized access to the Server Rooms, where any Customer Equipment is located, will be reported immediately by email by C8 to the individuals nominated as designated on the Customer's authorization list.
 9. All the access logs to the Server Rooms, where any of Customer Equipment is located, will be kept by C8 for at least one (1) year and will be sent to Customer upon its request.

