



GLOBAL MASTER SERVICE AGREEMENT

This **MASTER SERVICE AGREEMENT** (this "**Agreement**") is entered on _____ (the "**Effective Date**"), between _____ (the "**Customer**"), iland Internet Solutions Corporation, a Texas corporation (the "**US Provider**"), iland Europe Limited, a company formed and existing under the laws of England and Wales (the "**UK Provider**"), iland Cloud Pte. Ltd., a company formed and existing under the laws of Singapore (the "**Singapore Provider**"), iland Australia Pty Ltd, a company formed and existing under the laws of New South Wales (the "**Australian Provider**"), and iland Nederland B.V., a company formed and existing under the laws of the Netherlands (the "**Dutch Provider**") together with the US Provider, the UK Provider, the Singapore Provider and the Australia Provider, the "**Providers**" and each, a "**Provider**").

WHEREAS, the Providers and their affiliates provide cloud computing services in multiple jurisdictions around the world;

WHEREAS, the Customer desires to retain the Providers and their affiliates to provide services from time to time and the Providers desire to provide such services from time to time; and

WHEREAS, the Customer and the Providers desire to have a master agreement that sets forth the general terms and conditions with respect to such services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

Section 1.1 "Affiliate" means any Person controlling, controlled by, or under common control with a Party. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled company, and with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management or policies.

Section 1.2 "Business Hours" means 9:00 AM to 5:00 PM local time in the location of the Provider's data center relating to the relevant Order each weekday other than holidays.

Section 1.3 "Claim" or "Claims" means all claims, losses, liabilities, damages (excluding punitive and exemplary damages), causes of action, costs, judgments and awards, whether arising under contract, tort or other law.

Section 1.4 "Data Protection Laws" means, as applicable, Massachusetts Regulation 201 CMR 17.00, the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation, the U.K. Data Protection Act of 2018, the Australian Privacy Act of 1988 (in each case as amended from time to time) and other applicable data protection laws and regulations.



Section 1.5 "Data Protection Order" means the Providers' forms of Business Associate Agreement, Information Security Work Order, Data Protection Order, or similar written agreement between the relevant Provider and the Customer governing the storage, processing and use of Protected Information, including such a written agreement which is subject to the General Data Protection Legislation or the U.K. Data Protection Act of 2018.

Section 1.6 The term "**Defend**" shall include the obligation to pay reasonable attorneys' fees, court costs, experts' fees, and other reasonable costs incurred as a result of defending against a Claim as required by this Agreement.

Section 1.7 "Disclosing Party" means a Party that supplies, or has supplied, Proprietary Information to another Party.

Section 1.8 "Emergency Change" means a change required to either immediately restore service or to avoid an outage where no other workaround is feasible and authorization for this type of change occurs outside of the Provider's Change Management Process. This type of change is considered to be emergency maintenance under Section 4.5.

Section 1.9 "Order" has the meaning set out in Section 3.1.1.

Section 1.10 "Parties" means the Providers and the Customer and each is individually a "**Party**".

Section 1.11 "Person" means an individual, partnership, joint venture, company, limited liability company, incorporated or unincorporated organization or other entity of any kind.

Section 1.12 "Proprietary Information" means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of the Disclosing Party to the Receiving Party, that is (a) designated in writing to be confidential or proprietary, (b) if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 48 hours) after the oral disclosure, or (c) which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

Section 1.13 "Protected Information" means individually identifiable health information or other personal information (to include credit card numbers and individuals' dates of birth and tax identification numbers) that is transmitted or maintained in any form or medium and which is subject to Data Protection Laws.

Section 1.14 "Receiving Party" means a Party that receives Proprietary Information from the Disclosing Party, its Affiliates or their respective Representatives.

Section 1.15 "Representatives" means employees, contractors, agents and officers.

Section 1.16 "Termination Notice" has the meaning set out Section 2.3.2.

Section 1.17 "Third Party" or "Third Parties" means any Person other than a Party.



ARTICLE 2 CONTRACT ADMINISTRATION

Section 2.1 Purpose. This Agreement shall govern all transactions between the Customer, on one hand, and the Providers or any Provider, on the other hand, except as otherwise agreed in writing among the Parties.

Section 2.2 Application. The Parties hereby cancel all prior master service agreements in which the Customer is the expressly named party in the position of "the Customer" and any Provider is the expressly named party in the position of "the Provider"; provided, however, that each such prior master service agreement shall continue to govern all work commenced during the term of such prior master service agreement.

Section 2.3 Term and Termination.

2.3.1 Term. This Agreement shall commence on the date set out above and shall terminate on the earlier to occur of (i) the date specified in a Termination Notice delivered pursuant to Section 2.3.2, or (ii) the written agreement of the Parties to terminate this Agreement.

2.3.2 Termination Notice. Any Party may terminate this Agreement prospectively as a master service agreement with respect to new work by delivering a written notice ("**Termination Notice**") to the other Parties specifying the date on which this Agreement shall terminate, which date shall be at least sixty (60) days after the date on which such notice is delivered to the other Parties.

2.3.3 Survival. Notwithstanding the delivery of a Termination Notice, the terms and conditions of this Agreement shall survive the termination of this Agreement with respect to each then-current Order through termination of such Order.

Section 2.4 Not an Order. This Agreement does not obligate (i) the Customer to order services from any Provider or (ii) any Provider to accept work orders from the Customer.

ARTICLE 3 ORDERS

Section 3.1 Requirements.

3.1.1 Offer and Acceptance. All requests for services shall be issued by the Customer. Such requests may be in the form of work orders, purchase orders, or other similar documents. When issued, such requests are non-binding, negotiable offers. Such an offer becomes a binding order ("**Order**") only after the Customer and the relevant Provider have affirmatively agreed to all terms and conditions concerning the requested services. The failure of a Provider to respond to a work order, purchase order, or other request for work by the Customer under this Agreement shall not result in a binding Order. If in response to a written purchase order, or other written request containing all the material terms and conditions of an agreement, a Provider performs the services set forth in such written order or written request, the Parties shall be deemed bound to the terms of the writing upon which such Provider relied in so performing.

3.1.2 Electronic Signature. The Parties expressly agree to the Uniform Electronic Transaction Act as adopted in the State of Texas. With respect to a written Order, if an individual



places the words "Signed By" before his or her name, then the Order shall be conclusively presumed to have been signed with the equivalent of a handwritten or "wet" signature.

Section 3.2 Conflict between Order and Agreement. If a conflict exists between an Order and this Agreement, then this Agreement shall control to the extent of the conflict.

Section 3.3 Term of Orders. The initial term of an Order shall be set out on the Order (such Order's "**Initial Term**"). Unless otherwise specified on an Order, such Order will renew automatically for successive one-year terms (each, a "**Successive Term**") on the final day of such Order's Initial Term and each Successive Term, unless (a) either Party to such Order has given 30 days' notice to the other Party to such Order that such Order shall terminate on the final date of such Order's then-current Initial Term or Successive Term, or (b) such Order is otherwise terminated prior to the final day of the then-current Initial Term or Successive Term in accordance with the Agreement or the relevant Schedule.

Section 3.4 Changes to Resources. Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

Section 3.5 Termination of Orders. An Order may be terminated under this Agreement:

3.5.1 as a remedy for an uncured default as set out in the default provisions of this Agreement;

3.5.2 for extended Force Majeure conditions as set out in the Force Majeure provisions of this Agreement;

3.5.3 by the Customer upon 30 days' advanced written notice to the Providers by emailing cancellations@iland.com; provided, however, that if the Customer terminates an Order pursuant to this Section 3.5.3, the Customer shall pay to the relevant Providers concurrently with such termination a termination fee equal to the aggregate Monthly Fees (as defined in such Order) that would have been payable through the end of the then-current Initial Term (as defined in such Order) or Successive Term (as defined in such Order) if such Order had not been terminated;

3.5.4 by the relevant Providers by providing 30 days' advanced written notice to the Customer; provided that if a Provider terminates an Order pursuant to this Section 3.5.4 following a breach of such Order or this Agreement by the Customer, the Customer shall pay to such Provider promptly following such termination a termination fee equal to the aggregate Monthly Fees (as defined in such Order) that would have been payable through the end of the then-current Initial Term (as defined in such Order) or Successive Term (as defined in such Order) if such Order had not been terminated;

3.5.5 by the relevant Providers by notice to the Customer if such Providers' rights to use the data center specified in such Order for the purposes contemplated by such Order terminate or expire for any reason;

3.5.6 if such Order is an Order for colocation services, by the relevant Providers immediately by notice to the Customer if the Customer has failed to remedy any of the following situations within 5 days following receipt of notice from such Providers of such situation: (a) the Customer makes any material alterations to the Colocation Rack without first obtaining the written



consent of such Providers; or (b) the Customer allows any person to enter the data center, Colocation Area or the Colocation Rack (each as defined in the relevant Order) who has not been approved by the Providers in advance, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated;

3.5.7 by the relevant Providers immediately if a Customer or any of its agents, invitees, or employees enter the Providers' data center with any firearms, illegal drugs, or alcohol or are engaging in any criminal activity, eavesdropping or foreign intelligence activities, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Fees that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated; or

3.5.8 under such other terms and conditions as may be set out in such Order.

Section 3.6 Consequences of Termination.

3.6.1 Upon the termination of an Order for any reason, the relevant Provider shall promptly (and in any event within 90 days following the termination of such Order) destroy all the Customer's data and software stored on the Cloud Resources (as defined in such Order). Such destruction shall be done in accordance with the NIST 800-88 data destruction standards. The Customer is responsible for migrating the Customer's data residing on such Cloud Resources prior to the termination of such Order at the Customer's expense.

3.6.2 Upon the termination of an Order for any reason, the Customer shall immediately uninstall and discontinue all use of any software in respect of which a software license is provided to the Customer pursuant to such Order.

3.6.3 Upon the termination of an Order for any reason other than the natural expiration of that Order, a Customer termination due to the Provider's uncured default, Force Majeure conditions, the Provider's loss of a datacenter (Section 3.5.5) or the Provider's convenience without a Customer breach of that Order, the Customer shall promptly reimburse the Provider for the depreciated value of any hardware specifically requested or required by the Customer that the Provider had to procure from third parties in order to provide services to the Customer under the Order.

Section 3.7 Suspension of Services for Non-Payment. Each Provider may temporarily suspend providing services under any Order upon five (5) days' prior notice to the Customer if:

3.7.1 the Customer fails to pay any amount to any Provider when due; or

3.7.2 the Customer fails to pay any amount when due and has previously failed twice to pay any other amounts when due under this Agreement;

provided that, upon paying the amounts then due and payable under this Agreement, the relevant Provider shall promptly resume providing services under such Order.



Section 3.8 Service-Specific Provisions. The terms set out on each Schedule accessible at <http://www.iland.com/legal/service-schedule> (each as may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule. The relevant Provider shall provide reasonable notice to the Customer whenever the terms of an applicable Schedule are updated, and such updated Schedule shall become binding on the Customer and the relevant Providers on the thirtieth day following the date on which such notice is provided to the Customer.

ARTICLE 4 WARRANTIES AND COVENANTS

Section 4.1 General Service Warranty. Each Provider warrants that it will perform all services provided pursuant to this Agreement in a good and workmanlike manner and in accordance with generally accepted industry practices applicable to such services.

Section 4.2 Express Warranties Only. **EXCEPT FOR THE WARRANTY EXPRESSLY SET OUT IN Section 4.1, EACH PROVIDER EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY SUCH PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

Section 4.3 Software Licenses. The Customer expressly acknowledges that a Provider may provide the Customer with a license or the right to use software, such as Zerto or Veeam software, under the terms of a separate license from a Third Party licensor. **THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE IS LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY A PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST A PROVIDER. THE PROVIDERS DO NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED THERETO) DISTRIBUTED BY THE PROVIDERS AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

Section 4.4 Acceptable Use Policy. The Customer's use of each Provider's services shall at all times comply with such Provider's then-current Acceptable Use Policy accessible at <https://www.iland.com/legal/acceptable-use-policy> (as amended at such Provider's sole discretion and notified to the Customer from time to time). Each Provider shall notify the Customer of complaints received by such Provider regarding each incident of alleged violation of such Provider's Acceptable Use Policy by the Customer or third parties that have gained access to such Provider's services through the Customer's credentials. The Customer shall promptly investigate all such complaints and take all necessary actions to remedy any actual violations of each Provider's Acceptable Use Policy (including without limitation indemnifying each Provider for any such



violations). Each Provider may identify to a complainant that the Customer, or a Third Party that gained access to the services through the Customer or its access credentials, is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall upon a Provider's request promptly identify a representative for the purposes of receiving such communications from complainants.

Section 4.5 Service Level Agreements. The terms set out on the Service Level Agreements (or "SLA") accessible at <https://www.iland.com/legal/sla> (which may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such SLA terms are to be incorporated pursuant to the terms of such SLA. The Provider shall provide reasonable notice to the Customer whenever the terms of an applicable SLA are updated, and such updated SLA shall become binding on the Customer and the Provider on the thirtieth (30) day following the date on which such notice is provided to the Customer.

ARTICLE 5 TIMING

Section 5.1 Time Requirements. If an Order specifies the time by which a service shall be performed, the relevant Provider shall comply with such time requirement. If the Customer changes such time requirements in any Order, the relevant Provider shall use reasonable efforts to meet such change if meeting such change is possible without any increased cost to such Provider. If incurring additional costs may improve the chances of such Provider meeting the revised timing requirement, such Provider shall so notify the Customer and provide an estimate of any such additional costs. If exercised within a reasonable time, the Customer shall have the option to request that such Provider meet the revised timing requirement and shall pay all such additional costs incurred by such Provider in connection with meeting such revised timing requirement.

Section 5.2 Unspecified and New Time Requirements. If an Order does not specify a time by which a service shall be performed, the Customer and the relevant Provider may agree upon such time later, either in writing or orally. If the Customer and the relevant Provider never agree on a time requirement, such Provider shall nonetheless perform the work in a diligent manner.

ARTICLE 6 FORCE MAJEURE

Section 6.1 Definition of Force Majeure Event. "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; changes to national, state or local laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises of a Party; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of the affected Party and which, in each case, through the exercise of diligent effort, such Party cannot overcome.

Section 6.2 Excusable Force Majeure Events. A Party shall be excused from complying with the terms and conditions of this Agreement and the applicable Order if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure Event. A Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including, without limitation, discharging financial obligations. No Party shall be liable, nor shall any



credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event.

Section 6.3 Notice of Force Majeure Events. If a Party is rendered unable, wholly or in part, by a Force Majeure Event to perform its obligations under this Agreement or any applicable Order, that Party shall give prompt written notice detailing such Force Majeure Event to the other Parties.

Section 6.4 Termination for Extended Force Majeure Events. If a Force Majeure Event continues without interruption for ninety (90) days, any affected Party may cancel the applicable Order by giving written notice to the other Parties.

ARTICLE 7 DEFAULT

Section 7.1 Notice of Default and Opportunity to Cure. If a Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate all or part of the applicable Order. If the Customer fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the relevant Provider may terminate all or part of the applicable Order.

Section 7.2 Provider Termination for Customer's Uncured Default. If a Provider terminates all or part of an Order because of the Customer's uncured default, the Customer shall pay promptly to such Provider the amounts due and not previously paid for (a) services completed prior to termination, (b) other reasonable and necessary amounts directly associated with the termination of the services, including but not limited to such Provider's out-of-pocket costs associated with the cancellation or termination of any orders to purchase services, and (c) any other amounts required to be paid pursuant to such Order in connection with termination of such Order. None of the Providers shall have liability to the Customer in respect of any data stored on the hardware disposed of by a Provider pursuant to this Section 7.2.

Section 7.3 Remedies Not Exclusive. In addition to the remedies set out in this Agreement, the Customer and each Provider shall have all other remedies available at law or in equity except for remedies specifically excluded by this Agreement.

ARTICLE 8 NOTICES

Section 8.1 Methods. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be sent by facsimile transmission to the Fax number of +1.713.868.2268, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer, or sent to the email address of legal@iland.com, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer. A Party may change its contact information by sending a notice to the other Parties complying with these notice requirements. The Customer shall send a copy of any notice sent to a Provider to iland Billing Credits Department, 1235 North Loop West, Suite 800, Houston, Texas 77008, U.S.A.



Section 8.2 Presumed Delivery. A personally delivered notice shall be conclusively presumed to have been delivered on the date reflected on a written receipt acknowledging delivery that is signed by a representative of the receiving Party. A mailed notice or notice sent by international courier shall be conclusively presumed to have been delivered on the date reflected on the returned receipt that is signed by a representative of the receiving Party. A facsimile notice shall be conclusively presumed to have been delivered on the date reflected on the sending facsimile machine's automated printout that reflects that the entire transmission was successfully sent to the receiving Party's facsimile telephone number then in effect. An electronic mail notice shall be deemed delivered upon the electronic transmittal being sent unless the sender receives an electronic response within three hours of sending the transmittal that delivery of the transmittal failed. All notices received outside of Business Hours shall be conclusively presumed to have been delivered on the next business day.

ARTICLE 9 CONFIDENTIALITY AND PROTECTED INFORMATION

Section 9.1 General Confidentiality Obligations. Except as permitted by Section 12.8.3, each Receiving Party shall treat the Proprietary Information of the Disclosing Party as confidential, and will take reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that the Receiving Party utilizes to protect its own proprietary information of a similar nature. Except as set out in a Data Protection Order, there shall be no restriction on the handling of information that is not Proprietary Information under this Agreement.

Section 9.2 Permitted Disclosure and Use. Section 9.1 notwithstanding each Receiving Party may distribute Proprietary Information to those of its Representatives as are reasonably necessary to fulfill or enforce its obligations under this Agreement and who are under obligations of use and confidentiality with respect to the Proprietary Information no less restrictive than those set forth in this Agreement. Each Receiving Party shall use the Proprietary Information of the Disclosing Party only as is reasonably necessary to fulfill or enforce its obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. Additionally, each Provider may provide any of its customers or potential customers who are bound by a non-disclosure agreement the name of the Customer and a description of the services provided by the Providers to the Customer.

Section 9.3 Exceptions. The confidentiality and use obligations set forth in this ARTICLE 9 apply to all Proprietary Information except to the extent that the Receiving Party can show by written record that: (i) it possessed the information prior to its receipt from the Disclosing Party; (ii) the information was already available to the public or became so through no fault of the Receiving Party; (iii) the information is subsequently disclosed to the Receiving Party by a Third Party who has the right to disclose it free of any obligations to the Disclosing Party; (iv) the information is independently developed by the Receiving Party without purposefully attempting to circumvent the obligations under this Agreement and without reference to or use of the Disclosing Party's Proprietary Information; or (v) the information is required by law, rule or regulation to be disclosed. If the Receiving Party is required by governmental, administrative, or judicial process to disclose Proprietary Information of the Disclosing Party, the Receiving Party shall, if permitted by law, prior to any such disclosure, promptly notify the Disclosing Party and shall provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.



Section 9.4 Injunctive Relief. Each Party hereby acknowledges and agrees that the confidential information provided to such Party by another Party as described in this ARTICLE 9 is of the character as to render the same unique, and therefore agrees that in the event of any breach or threatened or potential breach of this Agreement by a Party, the other Parties could be irreparably and immediately harmed and may not be made whole by monetary damages alone. In the event of such a breach or threatened or potential breach, and without prejudice to any other rights and remedies otherwise available, the other Parties shall be entitled to seek equitable relief by way of an interim or permanent injunction or decree of specific performance without the requirement of posting any bond or other security.

Section 9.5 Provisions Concerning the Storage of Protected Information. The Customer shall not store or transmit Protected Information via a Provider's services or any Cloud Resources (as defined in the relevant Order) unless and until the Customer and such Provider have executed a Data Protection Order concerning such Protected Information and the Cloud Resources (as defined in the relevant Order) to be used to transmit and store such Protected Information. Following the execution of a Data Protection Order, the Customer shall not use any Cloud Resources for the storage or transmittal of Protected Information unless such Protected Information has been secured as to render the data unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes. The Customer shall ensure that valid encryption processes, consistent with commercially reasonable industry practices, are implemented with respect to such Protected Information and shall utilize such processes on all Protected Information to be transmitted or stored within such Provider's services to ensure that such data are encrypted (i) during transmission to such Provider for storage within such Provider's services, and (ii) at all times while stored within such Provider's services. Except as otherwise set out in the relevant Data Protection Order, the Customer shall defend, indemnify, and hold each Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all Claims under Data Protection Laws relating to the Customer's use of the Providers' networks and services for the storage of Protected Information. Upon execution of a Data Protection Order, all Protected Information relating to such Data Protection Order shall be considered "Proprietary Information" for the purposes of this Agreement.

ARTICLE 10 COMPENSATION AND INVOICING

Section 10.1 Compensation. Each Order shall set out the relevant Provider's compensation for the services described in such Order. If a Provider's compensation is not set forth in an Order, then such Provider's compensation with respect to such Order shall be in accordance with such Provider's then-current published price list unless otherwise agreed in writing between such Provider and the Customer.

Section 10.2 Billing and Payment Terms. Each Provider shall issue invoices to the Customer as specified on the Customer Order. Each invoice will reflect the services to be provided by a Provider to the Customer during the upcoming billing period, except charges that are dependent on usage of service, such as burst fees, which may be invoiced in arrears. Unless specified differently on the Customer Order, the Customer shall pay each invoice within thirty (30) days following the date of such invoice. Invoices for partial months shall be prorated based on a calendar month. Unless otherwise specified on the particular invoice, all payments shall be due and payable in the local currency of the jurisdiction in which the data center identified in the relevant Order is located or, if no such data center is so identified, in U.S. dollars. The Customer shall pay any relevant set up fees and a security deposit equal to the relevant monthly recurring charge concurrently with the



placement of the relevant Order. In regard to Colocation orders, Colocation customers will continue to be invoiced until they arrange with the Provider for their equipment to be removed from the Provider datacenter(s), regardless as to whether the Customer is still utilizing Provider services or whether the Customer wants their equipment disposed of or returned to them.

Section 10.3 Late Payment Interest. Invoices remaining unpaid five (5) days after being due and payable shall incur a \$75 late fee and shall accrue late payment interest at the lesser of the following rates: (i) an annual rate of interest of fifteen percent, accruing daily, and (ii) the maximum applicable non-usurious rate of interest. In addition, the Customer shall promptly following demand reimburse each Provider for its reasonable and necessary costs of collection incurred, including, without limitation, reasonable attorneys' fees and the Provider's costs of disconnecting and reconnecting Customers for non-payment at i-Tech rates.

Section 10.4 Good Faith Disputes. If the Customer, in good faith, disputes any invoice, in whole or in part, the Customer shall notify the relevant Provider of the dispute, including sufficient detail of the nature of the claim, the amount, the relevant invoices, and information allowing such Provider to identify the affected services, within the time required for payment of the relevant invoice. Payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of the undisputed portion in accordance with Section 10.2. The Customer waives the right to dispute any charges not disputed within the time required for payment of the disputed invoice. Upon resolution of a dispute, the Customer shall promptly pay to the relevant Provider such amounts as are due and payable, and if a dispute is resolved against the Customer, the Customer shall additionally pay to the relevant Provider any late fees associated with the disputed amount, such late fees to be calculated in accordance with Section 10.3 from the date the disputed invoice was originally due and payable.

Section 10.5 Taxes and Fees. All charges for service are exclusive of Applicable Taxes (as defined below). The Customer will be responsible for all taxes and third party fees that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the service by the Customer, together with a 2.9 percent recovery fee payable by the Customer to the relevant Provider in respect of any such taxes and third party fees (collectively "**Applicable Taxes**"). If the Customer is entitled to an exemption from any Applicable Taxes for a particular service described in an Order, the Customer is responsible for presenting the relevant Provider with a valid exemption certificate (in a form reasonably acceptable to such Provider), and such Provider shall give effect to any such exemption certificate on a prospective basis from and after such Provider's receipt of such exemption certificate.

Section 10.6 Software Acquisition Costs. Prices set out in Orders, unless designated as "Fixed Fees not Subject to Increase for the Term of this Order", shall be subject to increase if the relevant Provider's costs of acquiring rights to third-party software or virtual appliances that forms a part of the services to be provided by such Provider to the Customer pursuant to such Order increase following the date of such Order, in which case such Provider may, upon notice to the Customer, increase the price of the relevant services by an amount commensurate with the increase in the costs of acquiring the rights to such third-party software. Any price increases allowed under this Section shall be limited to increases of ten percent (10%) per Term of an Order.

Section 10.7 Billing Credits. If the Provider does not meet its obligations under Section 4.5 in regard to availability during a particular month during the term, the Provider shall, at the



Customer's written request, provide the applicable service credit ("Credit") set out in the chart available in the SLA accessible at <https://www.iland.com/legal/sla>.

ARTICLE 11 ALLOCATION OF RISK; LIMITATIONS ON LIABILITY

Section 11.1 Contents of Communications. Each Provider shall have no liability or responsibility for the content of any communications transmitted via such Provider's networks and services (except for content solely created by such Provider), and the Customer shall defend, indemnify, and hold the Providers, their respective Affiliates, and their respective officers, directors and employees harmless from any and all Claims (including Claims by governmental entities seeking to impose penal sanctions) related to such content and Claims by third parties relating to the Customer's use of the Providers' networks and services.

Section 11.2 No Consequential Damages. **NONE OF THE PROVIDERS WILL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Section 11.3 Limitation on Direct Damages. In no event shall such Provider's total aggregate liability under this Agreement or otherwise relating to the services to be provided by such Provider to the Customer pursuant to this Agreement exceed the least of (a) the amounts paid by the Customer to such Provider under the applicable Order, (b) the aggregate fees payable by the Customer to such Provider over the term of the applicable Order, and (c) the aggregate fees payable by the Customer to such Provider during the initial year of the term of the applicable Order.

Section 11.4 Certain Categories of Damages Specifically Excluded. None of the Providers shall have liability to the Customer in respect of:

11.4.1 the costs of reloading, replacing, or recreating any of the Customer's lost or damaged information, data or software; or

11.4.2 the loss of the Customer's information, data or software.

The Customer acknowledges that the Providers' services are not intended to be used as the sole repository for the Customer's data, information and software, and that the Customer has been advised by the Providers to maintain a copy of all of the Customer's information, data and software on servers other than those provided or maintained by the Providers pursuant to this Agreement.

Section 11.5 Mitigation. Each Party shall use reasonable efforts to mitigate damages for which another Party is liable.



ARTICLE 12 LEGAL ADMINISTRATION

Section 12.1 Legal Compliance Generally. Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing its obligations under this Agreement or any Order issued under this Agreement; provided, however, that such Provider's obligations as set out in this Section 12.1 shall not impair any Provider's right to be indemnified pursuant to Section 9.5.

Section 12.2 Governing Law. This Agreement and the Orders may govern services supplied by the Providers to the Customer in several different jurisdictions. This Agreement and the Orders shall be governed by and construed in accordance with the laws of the State of Texas (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction).

Section 12.3 Dispute Resolution. Any controversy or dispute arising out of or relating to this Agreement or an Order, or the breach of this Agreement or an Order, that is not promptly resolved by negotiation among the Parties, shall be resolved:

12.3.1 by legal proceedings in a federal or state court having its seat in Harris County, Texas; or

12.3.2 if any party who will be a defendant in respect of the relevant controversy or dispute is an entity formed in a jurisdiction outside of the United States, by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("**AAA**") and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal will consist of a single arbitrator mutually agreed by the Parties, or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to the AAA, designated by the AAA. The place of arbitration will be in Houston, Texas unless the Parties will have agreed to another location within fifteen (15) calendar days from the first referral of the dispute to the AAA. The arbitral award will be final and binding. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each Party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information, and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section will be as confidential and private to the extent permitted by applicable law. To that end, the Parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section 12.3.2, and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided, however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitral award, and will not bar disclosures required by law.

Section 12.4 Several Liability. None of the Providers shall be liable under this Agreement or any Order for the obligations of the other Providers, and a Provider shall be liable under an Order only if such Provider is a party to such Order.

Section 12.5 Entire Agreement. This Agreement is the entire agreement between the Parties concerning the agreed general terms and conditions while the entire agreement for the work



consists of both this Agreement and the Orders. All prior negotiations, representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement and the Orders.

Section 12.6 Amendments. No amendment, modification, waiver, or release of the provisions of this Agreement or any Order shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by each Party (if an amendment, modification, waiver, or release of the provisions of this Agreement) or is signed by each Party that is a party to the relevant Order (if an amendment, modification, waiver, or release of the provisions of an Order).

Section 12.7 Assignment. No Party may assign its rights or obligations under this Agreement or any Order to any Person without the consent of the other Parties. Any purported assignment without such consent shall be void. Any authorized or permitted assignment of an Order by a Party shall be binding on the assigning Party's assignee. An authorized or permitted assignment shall not discharge the assigning Party from its obligations under an Order unless the other Parties execute a written release or novation releasing the assigning Party.

Section 12.8 Miscellaneous.

12.8.1 Rules of Construction.

(a) All article and section references used in this Agreement are to articles and sections of this Agreement unless otherwise specified.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "hereby" and "herein," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

(c) The captions in this Agreement and each Order are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

12.8.2 Severability of Provisions. If any provision of this Agreement or any Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement or such Order, the Parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement or such Order to replace any provision contained herein that is unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

12.8.3 Publicity. The Customer hereby grants to each Provider permission to publicly identify the Customer as one of such Provider's customers. The Customer may revoke this permission at any time by giving notice of such revocation to the Providers.



12.8.4 Binding Authority. Each Party represents that the individual executing this Agreement on behalf of that Party has full right and authority to execute this instrument on behalf of that Party and to bind such Party. The individual signing this Agreement hereby represents and warrants that they are duly authorized to execute and deliver this Agreement as an employee with a title of at least "**Director**" on behalf of the Customer and that this Agreement is binding upon the Customer in accordance with its terms.

12.8.5 Duplicate Originals. This Agreement and any Order may be executed in duplicate originals, and each such instrument shall be deemed an original of this Agreement for all purposes.

12.8.6 Rights of Third Parties. Except for the provisions of Section 9.5 and ARTICLE 11 which are intended to be enforceable by the Persons respectively referred to therein, nothing expressed or implied in this Agreement or any Order is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement. Notwithstanding the previous sentence, this Agreement may be terminated or varied in any way and at any time by the Parties without the consent of any Third Party.

12.8.7 Additional Parties. Any Affiliate of any Provider shall become a party to this Agreement if such Affiliate and the Customer execute an Order that purports to be governed by this Agreement, and thereafter shall be deemed a "Provider" and one of the "Providers" for all purposes hereunder.



This Global Master Service Agreement is hereby executed as of the Effective Date.

For Customer: [

Name (please print)

Title

Signature

Date

Address:

For iland Cloud Pte. Ltd.:

Scott Sparvero, Director

Date

For iland Internet Solutions Corporation:

Scott Sparvero, CEO

Date

For iland Europe Limited:

Scott Sparvero, Director

Date

For iland Nederland B.V.:

Scott Sparvero, Director

Date

For iland Australia Pty Ltd

Scott Sparvero, Director

Date



i-Tech Services Schedule

The terms and conditions set out in this i-Tech Services Schedule (this "Schedule") shall apply to each request for i-Tech services issued by the Customer to a Provider (each, an "i-Tech Order"), and shall be deemed to be incorporated, mutatis mutandis, into each i-Tech Order. Any capitalized terms used but not defined in this Schedule or the remainder of the Agreement shall have the meanings set out in the relevant i-Tech Order.

1. **Definitions.** Any capitalized terms used but not defined in this I-Tech Services Schedule shall have the meanings set out in the Agreement.

(A) "After Hours" are defined as all times other than Business Hours.

(B) "i-Tech Rates Schedule" means the relevant Provider's schedule of rates for i-Tech Services as updated from time to time in such Provider's sole discretion, a copy of which will be provided by such Provider to the Customer upon request.

(C) "i-Tech Service" shall mean technician services provided by the relevant Provider or third parties contracted by such Provider, which may include, without limitation, (i) basic on-site, on-demand first-line maintenance and support, including power cycling equipment, and measuring power consumption, (ii) scheduled support, maintenance, installation and removal of equipment, cabling, temporary badge access, receiving or moving packages, or equipment and other related support services, and (iii) remote support, such as that performed over the internet or other connectivity to manage or troubleshoot remote equipment including networking equipment and virtual servers on such Provider's Cloud Server platform.

(D) "Virtual Server" shall mean any server or appliance hosted on the relevant Provider's Hosted Cloud Services platform.

2. **Term.** The initial term of this Order shall commence on the Effective Date and shall end on the final day of the first full calendar month following the Effective Date, and shall thereafter renew on a month-to-month basis until terminated by 30 days' notice from any Party to the other Parties.

3. **i-Tech Service.** A Provider may provide i-Tech Service on the Customer's virtual server maintained on such Provider's servers from time to time as mutually agreed between the parties. The Customer may order i-Tech Service by contacting the relevant Provider's customer service department or by such other means as such Provider may from time to time make available to the Customer for such purpose. A Provider shall not be obligated to provide i-Tech Service that is scheduled support beyond basic on-site, on-demand first-line maintenance and support until a scope for such i-Tech Service has been mutually agreed between the relevant Provider and the Customer in writing. Upon a Provider's acceptance of such order (and the parties' execution of a scope document, if requested by such Provider), such Provider will perform the i-Tech Service in accordance with the Customer's directions. Pricing for i-Tech Service shall be at the rates set out on the i-Tech Rates Schedule.

4. **i-Tech On-Demand Response Time Service Levels.** Each Provider shall use its reasonable efforts to dispatch a technician to perform i-Tech Services requested by the Customer to be performed on demand (1) within one hour following the time the relevant Provider's customer service department receives and logs Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be



performed during Business Hours, and (2) within two hours following the time such Provider's customer service department receives and logs the Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be performed After Hours. If a Provider breaches its obligations pursuant to the previous sentence, such Provider shall issue a credit for up to one hour of i-Tech Service to the Customer, and the Customer shall have no further right of action against such Provider in respect of such breach, and such Provider shall have no further liability to the Customer in respect of such breach.

5. **Risk of Loss; Grant of Authority.**

(A) The Customer acknowledges that due to the nature of the i-Tech Service, there is potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media, and acknowledges that each Provider's liability for such damage or loss is limited by this Order and the Agreement.

(B) The Customer grants to each Provider and its agents and service representatives access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate the Customer's computer software, applications, data, and data storage media including, but not limited to, computer operating systems, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on the Customer's computer system or network, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

(C) The Customer grants to each Provider and its agents and service representatives permission to download and install software on the Customer's virtual servers, computers and network, including but not limited to virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by the Customer, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

6. **Miscellaneous.**

(A) An i-Tech Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to an i-Tech Order.

(B) All i-Tech Service is billed a minimum one (1) hour charge and in 30 minutes increments thereafter. If technician travel is required, travel time to and from the facility is billed for ALL After Hours i-Tech Service. There is a minimum of a two hour charge on any i-Tech Service that requires shipping of equipment.

(C) Services must be scheduled 4 business days in advance and during Business Hours to be considered "scheduled work" for purposes of the i-Tech Rates Schedule.



Exhibit A
i-Tech Rates Schedule

- All rates are hourly and are billed in the currency of the country service is performed in, as shown in the grid below.
- Telco carrier support may be required when troubleshooting power or cross connect issues. All Telco carrier support is billed through a Provider at the Telco carrier's posted rates.
- Customer is responsible for any taxes on work performed, if applicable.
- Remote Support is support that can be done remotely, such as network troubleshooting, virus/hack cleaning, OS support, email support, firewall management, LEC management, etc.
- On Site Support is support that physically requires personnel on site to perform work, such as a data center escort, troubleshooting, rebooting equipment, remote hands, tracing cross connects, shipping and receiving, tape swapping, resetting power breakers, troubleshooting other power or cross connect issues, etc.

Hourly Pricing Schedule for REMOTE or Virtual Server i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$200/HR	\$225/HR	\$250/HR	\$300/HR
£175/HR	£200/HR	£225/HR	£275/HR
€150/HR	€175/HR	€200/HR	€250/HR

Hourly Pricing Schedule for DATACENTER On-Site i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$250/HR	\$300/HR	\$325/HR	\$375/HR
£200/HR	£225/HR	£250/HR	£275/HR
€200/HR	€225/HR	€250/HR	€275/HR

All pricing is subject to change.