Standard Line Rental Terms and Conditions for the Supply of Leased Line, Wavelength and Ethernet Data Services.

1. DEFINITIONS. In this Agreement, "you" and "your" refer to the customer whose name and address is set out in the signed orders and proposals, "we", "us" and "our" refers to the Windsor Telecom Ltd (trading as Reefstream) company indicated above, "party" meansus or you and "parties" means both us and you.

2. RELATIONSHIP TO OTHER DOCUMENTS. Details of specific services ordered by you to be provided over our Network (the "Services"), including your specific requirements for each Service, will be set out in our standard ordering document(s) for each specific Service.. ("Order Forms signed on echosign"). Completed

Order Forms will be binding only when executed by both of us by signing electronically with Echosign. Additional capacity or locations for a Service previously ordered will be ordered by you using an additional Order Form. A service description and (if applicable to the specific Service), a service level agreement (together the "SLA") for each specific Service shall apply when that Service is ordered by you. The Service description for the initial Services being ordered by you are set out in the proposal.

3. TERM.

An initial term will be selected by you for each Service ordered (a "Service Term") and will be specified on the applicable Order Form electronically signed. Subject to the provisions below relating to the provision of local access circuits. Term for a Service and, in the case of data transport services, for each individual data circuit ordered as part of a Service (each a "Circuit") will start on the date (the "Service Commencement Date") upon which we notify your designated Project Manager (by writing or electronic transmission) that the Service or Circuit, (including, as applicable, any local access circuit provided by us), is available for your use at or between the applicable Customer Interface(s) , unless you notify us within 48 hours of your non-acceptance on the basis that agreed technical specifications for the Service or Circuit have not been met. In that case, further tests of the Service / Circuit will be conducted and a new Service Commencement Date will be agreed upon, provided that any use by you of a Service / Circuit for other than testing purposes following notice of non-acceptance will be deemed to constitute acceptance of that Service / Circuit.

3.1 Subject to any contrary terms in an SLA, at the end of the Service Term (or any extension) for any Service (in either case the "Service Expiration Date"), the term for that Service will automatically be extended on the same terms and at the same rates and charges unless you provide notice in the 90 days prior to expiration to terminate or agree a new extension period. Shorter periods may attract a higher service charge. You agree that the termination fees provided for are basedon an agreed revenue expectation and are not a penalty.

4. READY FOR SERVICE DATE

4.1 For each Service ordered by you, you shall specify an individual responsible for co-ordination of Service delivery

4.2 Before the original RFS Date for a Service (including any local access circuit associated with the Service), you may, upon prompt written notice to us, postpone the scheduled implementation date for one or more Customer Interface(s), provided that if you postpone any scheduled implementation date for more than fifteen (15) days beyond the original RFS Date, then, the sixteenth (16th) day following the original RFS Date shall be deemed the Service Commencement Date in respect of such Service and we shall be entitled to commence billing for the Service and for any local access circuits associated with the Service on that date, regardless of whether or not you have commenced using the Service or any local access circuits related to the Service.

4.3 Our obligations in relation to the installation of Services extend only to the installation of those Service at the applicable Customer Interface. Additional assistance or professional services in relation to your LAN or equipment (not covered by our Managed Network Services offering) will, if requested by you, be provided at our discretion and will, if provided, incur charges on a time and materials basis at our then current rates. We install Services during normal business hours, that is, between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. Installations carried out, at your request, during periods outside those times ("Out of Hours"), may incur additional charges as set out in the Order Form.

5. CHARGES AND PAYMENT. You agree to pay the charges for each Service, as set out in a signed Order Form or in a pricing appendix, commencing on the Service Commencement Date for each Service ordered. Acceptance by us of any orders for Services is conditional upon credit approval.

As a condition of acceptance by us of an order placed by you, we may require the payment of a deposit, the provision of a bank or other guarantee, or the provision ofa letter of credit. Any such condition will be agreed with you and specified on the relevant Order Form. We reserve the right to review your payment history at any time and to reasonably change the credit limit or our requirements in respect of the payment of a deposit, provision of a bank or other guarantee or provision of a letter of credit.

5.1 Unless otherwise provided for on the order form

, (i) billing for regular monthly recurring charges ("MRCs") is quarterly in advance, and (ii) billing for usage-based charges and non-recurring installation charges is in arrears.

5.2 All payments made by you under this Agreement by any means including Direct Debit will be made without any deduction or withholding for or on account of any tax, duty or other charges, of whatever nature (including, without limitation, any regulatory fees, surcharges or assessments) imposed by any taxing or governmental authority (collectively, "Taxes"). If you are or

were required by law to make any deduction or withholding from any payment due to us under this Agreement, then the gross amount payable by you to us will be increased so that, after any such deduction or withholding for Taxes, the net amount received by us will not be less than what we would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that you should have made a deduction for withholding for or on account of any Taxes with respect to all or a portion of any payment made under this Agreement, you agree to indemnify us for such Taxes and to hold us harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted against them in connection therewith.

5.3 You agree to pay any applicable consumption, value added taxes or other national, regional or local sales, use, excise, privileged gross receipts or other similar taxes, duties or charges imposed by any governmental authority or regulatory body as a result of the existence or operation of this Agreement or the purchase by you of Services hereunder. We will invoice you for all applicable taxes and such taxes are payable by you unless you produce to us a valid resale certificate or other similar documentation legally sufficient to establish an exemption from taxes. All of our charges are exclusive of value added tax ("VAT"), unless otherwise stated. If requested to do so by us, or as otherwise required by applicable law, you will supply your VAT identification number to us. You agree to pay all real property and ad valorem taxes (if any) imposed by any governmental authority in connection with the purchase by you of Services under this Agreement. The payment of any such taxes, duties or charges will be in addition to the payment of the MRCs and any other charges due under this Agreement.

5.4 You agree to pay regulatory and other surcharges assessed on the Services provided under this Agreement, including, without limitation, permanent or temporary surcharges to meet government obligations, governmental fees or assessments (including surcharges and fees established or caused by government, by a support or subsidy program administrator or by us intended to address costs of governmental programs) (together, "Surcharges"). For Services provided in the US, "Surcharges" shall include Cost Recovery Surcharge, Universal Service Fund surcharge (USF), Property Tax Surcharge (PTS) and Payphone Surcharge (if applicable); and for Services provided outside the US, Surcharges shall include (a) Property tax Surcharge and (b) any other charges of the type mentioned above which we are required or permitted to charge in connection with such Services. Surcharges will be listed as a separate line item on your invoices.

5.5 If any of the rates or charges for Services to be provided to you under this Agreement are conditional upon a usage or volume commitment or guarantee (a "Commitment"), then the terms applying to that commitment, as agreed with you, will be set out either in an Order Form for the applicable Service or will be set out in a separate schedule referencing this Agreement.

5.6 Invoices are due and payable thirty (30) days from date of invoice and will be paid in the manner set out in our invoice. You agree to pay all undisputed charges due under this Agreement without counterclaim, set-off or deduction. Should you reasonably dispute an invoiced amount, you must notify us of the amount in dispute before the payment due date for that invoice, setting out the nature of the dispute, including (i) the date and number of the disputed invoice, (ii) the amount in dispute, (iii) the reason for the dispute and (iv) supporting documentation, as appropriate. You must pay any undisputed portion of the invoice within the time period specified in this Section. Except as otherwise provided, any late payment by you of an undisputed invoice, may, following the expiry of seven (7) days' written notice of late payment, result in us automatically applying an interest charge to the amount outstanding at an interest rate of six percent (6%) per annum over the one (1) month UK LIBOR rate on the date of invoice, as published from time to time in the Wall Street Journal or the maximum percent permitted under law, if less. Invoiced amounts not disputed within forty-five (45) days are conclusively deemed undisputed and accepted by you. Our account representative will engage with you on a quarterly basis to reconcile your invoices for the Services provided to you under this Agreement.

6. CUSTOMER AFFILIATES & LOCAL BILLING CURRENCIES. If requested by you, we will provide services to your Affiliates[3] under this Agreement. Charges for such services will be invoiced to you, unless you request us to invoice your Affiliates directly for Services provided to those Affiliates.

7. NETWORK, NETWORK MODIFICATION AND NETWORK MAINTENANCE; TROUBLE TICKET SUPPORT.

7.1 Network Modification and Maintenance. We reserve the right to modify the Network, system configurations or routing configurations. Nothing in this Agreement will create or vest in you any right, title or interest in a Service, its configuration, or associated telephone numbers or addresses provided by us. We may, at our sole discretion and without liability, change or modify the features and functionalities of a Service or modify or replace any hardware or software

[3] "Affiliate" means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement.

in the Network or in equipment used to deliver any Service over the Network provided that this does not have a material adverse effect on the committed Service or the agreed SLA.

7.2 We will give reasonable prior written notice (and will use reasonable endeavors to provide at least 10 business days[4] notice) of any planned maintenance that will or are likely to result in a planned outage, stating the place, time, date and duration of the planned maintenance. If we reasonably determine the need to carry out emergency maintenance, we will notify you as soon as reasonably practicable of such emergency maintenance. Service

suspensions for the purposes of planned maintenance for which you have the notice referred to above, and/or for emergency maintenance, will not be counted as outage time for purposes of any SLA.

7.3 Trouble Tickets. We provide trouble ticket support on a 365 x 7 x 24 basis via online helpdesk or by emailing support@rns.zendesk.com

In any circumstances where we dispatch technical assistance to your premises following the opening of a trouble ticket at your request, and the fault or Service outage is determined to be caused by something not within our control (such as, for example, a LAN problem at your premises or a problem with your equipment not managed by us) (a "Customer Fault"), you will be charged the greater of (a) the faulty vendor dispatch charge as set out in the Order Form for the applicable Service and (b) third party costs incurred by us in dispatching such technical assistance (including, but not limited to, costs incurred in having a third party local access provider dispatch technical assistance to your premises). Trouble tickets are closed when the underlying issue either (i) has been resolved and Service has been restored, or (ii) is determined to be caused by a Customer Fault. If, in such circumstances, we are requested to keep a trouble ticket open and provide additional troubleshooting assistance, we will provide such assistance at our discretion at our then current rate for professional services until such time as you instruct us to close the applicable trouble ticket.

8. ARRANGEMENT BY WINDSOR TELECOM LTD (TRADING AS REEFSTREAM) OF LOCAL ACCESS. If local access circuits are part of the Service, we reserve the right to choose any local circuit carrier that is available as long as the service meets the Service Requirement and description irrespective of what is proposed or stated in the order form, we also reserve the right to add or remove any additionalequipment to ensure the service operates to the service specified. You understand and acknowledge that local access circuits andcircuit speeds are offered by us on an "as available" basis and, where not supplied by us directly via a city ring or Metro Network, are dependent upon the supply of access services from third party vendors.

Unless otherwise agreed, our obligations in relation to the provision and installation of local access circuits extend only to the installation and provision of such circuits at the Minimum Point of Entry ("MPOE") which serves your premises (i.e. the common Telco demarcation within your facility or end-user location such as a Telco closet or Telco room) and not necessarily at the specific location specified by you on the Order Form for such local access circuits. If requested by you, we will arrange for the installation of extended demarks / inside wiring between the MPOE and your LAN, at your premises or those of your clients where we have agreed to install local access circuits. In such circumstances, you acknowledge and agree:

(i) that we do not make any guarantees or warranties regarding our ability to make such arrangements at any or all premises,

(ii) that any such installation will be carried out by third party contractors,

(iii) that we arrange for the installation of extended demarcs only at locations at which you have ordered local access circuits from Global Crossing,

(iv) that you will reimburse us for all related charges levied on us by such third party contractors (including any subsequent break/fix charges), and

(v) that our agreement to install any such extended demarcs is conditional upon you (and/or your customer, as applicable) arranging (a) physical access for such third party contractors, on a timely basis, to any of the rights of way, conduits and/or equipment space necessary for such installations and (b) any consents or approvals required from applicable building owners and/or lessors necessary for such installations.

Where we agree to arrange the installation of extended demarcs, we will also undertake responsibility for the repair of such extended demarcs following the report of faults by you. Pricing and details of any extended demarcs to be provided by us (if any) will be set out in the Order Form(s) for the underlying Windsor Telecom Ltd (trading as Reefstream) Service. You acknowledge that our agreement to provide local access circuits is expressly conditional upon final confirmation and acceptance of your order for such circuits after you submit your order to us, at which time we shall confirm (i) availability of such circuits and (ii) the non-recurring and monthly recurring charge(s) payable in respect of such circuit(s) should you decide to proceed with your order. Notwithstanding anything else to the contrary in this Agreement or in an Order Form, all local access circuits ordered by you in connection with our Services shall be deemed ordered by you for the same initial Service Term as the underlying Service in connection with which they areordered. In addition, all local access circuits provided to you shall renew at the same time as the underlying Service inconnection with which they are ordered in accordance with the renewal terms of this Agreement.

[4] "business day" shall mean the hours between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays. .

8.1 In addition to your general responsibility to afford physical access to us or our third party vendor, you are responsible for:

- arranging physical access for us or our third party vendor, on a timely basis (i) to any of the rights of way, conduit and/or equipment space necessary to provide Service to the location specified by you for the Customer Interface and (ii) to cable located in your conduits at any splice or junction box, to support installation, repair, maintenance, inspection, replacement or removal of any and all facilities and/or equipment for the Service provided by us or our third party vendor;
- providing, on a timely basis and without charge or cost to us, the necessary space, conduit and electrical power required to terminate and maintain the facilities and network terminating equipment used to provide Service to a Customer Interface; and
- ensuring that the equipment space and associated facilities, conduit and rights of way which you provide are a

safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.

8.2 Pricing. In addition to the one-time installation charge and MRC, as set forth on an Order Form for local access circuits, you may also be responsible for miscellaneous charges including any charges for special construction requirements, expedite requests, or the like which are agreed with us at the time of ordering local access circuit(s). If our third party local access circuit provider is unable to complete installation at your premises at the time arranged and agreed with you, for any reason within your control, including your failure to provide access to your premises at the pre-arranged time, you will be charged a faulty vendor dispatch charge as set out in the Order Form for the applicable Service.

8.3 POP Interconnection. If you choose to have us provision a Service between our POPs and you arrange your own local access circuits, an MRC in consideration of the cross-connection between the access vendor's circuit and your Customer Interface (a "POP Interconnection Fee"), may be payable, as set out on the applicable Order Form. In such circumstances, we will be responsible for maintaining the cross-connect from the access vendor's equipment to your Customer Interface. We reserve the right to require the execution of a Colocation access agreement or similar agreement as a condition of facilitating interconnect access.

9. CUSTOMER RESPONSIBILITIES. In addition to your responsibility to pay for Services, and to any obligations applying under the terms of an SLA, you agree to:

- provide network multiplexing functionality and any other equipment, facilities and ASN schemes required to support the Services' configurations and to connect to the Services at your Customer Interface;
- ensure that all of your equipment which is connected to the Services performs according to the applicable manufacturer's published technical specifications and applicable interface specifications as defined for the Services. We may disconnect any of your equipment from the network terminating equipment and/or the Network if, in our reasonable opinion, such equipment poses a danger of death, personal injury or damage to our employees, agents, subcontractors or property or will materially impair the Service(s) or the Network;
- participate as requested in any testing procedures and provide technician support services and a secure and safe environment to any of our employees, agents or subcontractors working on your premises for installation, testing or maintenance of the Services;
- obtain, as required by law, any necessary permission or cooperation of a telecommunications network provider or other relevant person for the connection or maintenance of your equipment;
- use our Services only in accordance with the terms of this Agreement and any applicable SLA;
- take reasonable steps to ensure that neither you nor your customers or other third party authorized end users interfere with or disrupt other users of our Services or of our Network; and
- obtain any and all required licenses and permits relating to your use of the Services, the resale (if permitted), of the Services, and/or their use by your customers or other third party authorized end users, and to comply with any and all laws, directives, regulations and conventions, and with any public policy related laws, which may be applicable to the use of the Services by you and/or by your customers or other third party authorized end users and/or relating to the provision of those Services by you to your customers or other third party authorized end users. Except as set out in an SLA, resale and third party use of a Service for the purpose for which it was designed and provided is not prohibited by this Agreement, provided that you acknowledge that our performance obligations under this Agreement are solely to you, and not to any third party.

10. TERMINATION AND TERMINATION CHARGES. Either we or you may terminate this Agreement or Service(s) or both) immediately on notice, if the other (i) is the subject of a bankruptcy order, becomes insolvent, makes any arrangement or composition with or assignment for the benefit of its creditors, goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, has a receiver or administrator appointed over its assets, or if the equivalent of any such events, under the laws of any relevant jurisdiction, occurs to the other party, (ii) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within fifteen days' written notice to do so; or (iii) commits a material breach of this Agreement which cannot be remedied. In addition, we may terminate either (i) this Agreement; (ii) any Service; or (iii) both, (a) if you fail to make any payment in accordance with these terms having been given seven (7) days' written notice of such nonpayment or (b) for your breach of our Acceptable Use Policy, per the terms below.

10.1 On the occurrence of any of the events detailed in the previous paragraph giving us a right to terminate this Agreement or Service(s), we may suspend Service(s), without prejudice to our right to terminate this Agreement or the applicable Service. In the event of termination of a Service and/or this Agreement by us under the previous paragraph as a result of a payment default by you, we shall have the right to retain your equipment on our premises (if any) pending satisfaction in full of your payment obligations under this Agreement.

10.2 Early termination:

On termination of a Service before the end of the Service Term for which it was ordered, either (a) by you other than pursuant to either your right to do so under this Agreement because of our breach or under the terms of an SLA, or (b) by us because of your breach, you agree to pay (i) 100% of the MRCs remaining for the Service Term for which that Service was originally ordered by you and (ii) 100% of the MRCs or that local access circuit payable for the remainder of the Service Term for which that local access circuit was ordered by you, and a pro rata portion of any non recurring installation charge(s) for that local access circuit previously waived by us (if any).

10.3 Termination of Orders prior to installation: If you cancel your order for a Service (including a local access circuit) for any reason prior to the agreed Ready for Service Date (other than because of a breach by us), you agree (i) to pay us one hundred percent (100%) of any non recurring installation charge(s) for that Service and reimburse us for all contract commitment costs incurred by us including any termination or cancellation charges levied on us by the underlying local access provider together with any other associated costs incurred.

11. WINDSOR TELECOM LTD (TRADING AS REEFSTREAM) ACCEPTABLE USE AND SECURITY POLICIES.

You agree to comply with our Acceptable Use

Generally, without limiting the Policy, you may not use our facilities, equipment or

Services, or those of any Affiliate who contributes to the provision of a Service, in any manner which: (i) violates any applicable law, regulation, administrative or other decision, treaty, or tariff; (ii) violates reasonable acceptable use policies of any other provider, host, network operator, or service provider with services or facilities accessed through our Network, if such violation would pose a liability risk to us; or (iii) infringes on the intellectual property rights of any entity. You are responsible for maintaining awareness of the current Policy and adhering to the Policy as it may be amended from time to time.

12. LICENSE, PATENT AND COPYRIGHT. We hereby grant to you a personal, non-exclusive, non-transferable license during the term of this Agreement to use, in object code form, all software and related documentation owned by us ("Licensed Material") which may be furnished to you under this Agreement, and for use only with the applicable Service ordered. No Licensed Material furnished to you under this Agreement may be reproduced or copied in whole or in part, and will be returned to us by you at the conclusion of the term (or earlier termination) of this Agreement.

13. CONFIDENTIALITY. Any non-public information or data of a confidential nature (either oral or which is reduced to writing by either us or you and marked as "Confidential" or "Proprietary" (hereinafter, "Information")) will, in the absence of any pre-existing mutual confidentiality agreement between the parties, be subject to the confidentiality rules set forth in this Section. From the date of disclosure until the expiration of two (2) years following the termination of this Agreement, a party receiving Information ("Recipient") from the other party (the "Disclosing Party") will keep confidential and not disclose without the Disclosing Party's consent the Information received, and will use the same level of care with respect to the Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of this Agreement, both you and us will be Recipients of the Information contained herein.

13.1 Notwithstanding the above, Information will not be deemed confidential and Recipient will have no obligation with respect to any Information which (a) is already known to Recipient, (b) is developed by Recipient independently of the Parties' relationship under this Agreement and Information disclosed pursuant to this Agreement, (c) is or becomes publicly known through no negligent or wrongful act of Recipient, (d) is required to be released or filed by Recipient pursuant to stock exchange rules, law or governmental regulation, or (e) is covered by lawful process served upon the Recipient. If Recipient receives lawful process requesting or requiring it to disclose any Information, Recipient will promptly notify the Disclosing Party in order that the Disclosing Party may seek an appropriate protective order, or consent to the release of the Information.

13.2 Processing and Transfer of Personal Data. If you disclose personal data to us (within the meaning of EU Directive 46/95 ("Personal Data") or we collect Personal Data from your employees or callers, you (a) agree that we (or our Affiliate(s)) may process such Personal Data consistent with applicable law and regulation, only for the purpose of this Agreement and/or the provision of Services by us to you or for purposes connected with the subject matter of the disclosure and/or business relationship between the parties, (b) acknowledge that such processing may (subject to compliance with applicable laws) include the transfer of such Personal Data to our affiliates worldwide and/or its storage in a local or foreign database, and (c) agree that you will obtain consent to such processing from the data subjects concerned. We provide some of our Services (for example, call recording features related to our conferencing services, as your data processor; where this is the case, we will only process Personal Data in accordance with your instructions, including as set out in this Agreement, and will implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration or unauthorised disclosure or access.

13.3 Publicity. Neither party will publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other without the prior written approval of the other, provided either party may list the other as a supplier/customer of the Services provided hereunder.

14. WARRANTY AND LIMITATION OF LIABILITY. We warrant that we will (i) at all times provide Services in compliance with all laws and regulations applicable to the provision of the Services by us to you, and (ii) perform the Services with commercially reasonable skill and care and in a workmanlike manner and will use commercially reasonable efforts to restore Services in case of failure. We make no other warranty or guarantee, express or implied, under this Agreement or otherwise, and we expressly disclaim all other warranties or conditions, express or implied,

including, but not limited to any implied warranties or conditions of merchantability, satisfactory quality, and/or fitness for a particular purpose to the fullest extent permitted by applicable law.

14.1 Exclusion of Consequential Loss. Save for any liability a party may have under the indemnification provisions below, in no circumstances shall either we or you (or our respective Affiliates, subcontractors or agents) be liable for indirect, consequential, reliance, or special loss or damages or for lost revenues, lost savings, lost business opportunity or lost profits of any kind.

14.2 Exclusion of Liability. Save for any liability we may have under the indemnification provisions below, in no circumstances shall we, or our Affiliates, subcontractors or agents be liable for any of the following, even if informed of their possibility and regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind, active or passive:

(i) third party claims against you,

(ii) any loss, damage, delay or Service failure attributable to any party other than us or our Affiliates, agents or subcontractors, or

(iii) a failure of your equipment (not covered by our Managed Network Services offering) or applications or their inability to work with the Services.

14.3 Limitation of Liability. Without prejudice to the entitlement to service level credits which may be provided for in an SLA, our entire aggregate liability for any and all claims of whatever nature arising out of the provision of Services under, or otherwise arising in connection with, this Agreement (including claims of negligence), including, but not limited to, damage to real or personal property, shall not exceed the greater of (a) three million Euros (€1,000,000) and (b) all amounts paid by you to us under this Agreement, provided that the foregoing limitations shall not apply for death or personal injury caused by us or any other liability which may not by applicable law be excluded or limited.

15. INDEMNIFICATION. For the purposes of this Section, "Losses" means all losses, liabilities, damages and costs (including Taxes) and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation and settlement).

15.1 Indemnification by Windsor Telecom Ltd (trading as Reefstream). Subject to Sub-Section 15.3 below, we shall indemnify, defend and hold you and your officers, directors, employees, agents, successors and assigns harmless from and against any and all Lossesarising out of or relating to:

(i) a claim by a third party that the Services or any equipment, products and hardware software, materials or other services provided to you by us or our Affiliates or subcontractors infringe upon the proprietary rights of such third party provided only, that our obligations under this sub-section (i) are expressly conditioned upon the action not arising from (a) the unauthorized modification of a Service by you or a third party, (b) from our modification of a Service in accordance with your specific instructions, (c) from infringing items of your or a third party's origin, design or selection, or (d) to the extent the action is based upon the operation, combination or use of a Service in breach of the terms of this Agreement or the applicable SLA;

(ii) a breach by us or our Affiliates of any applicable laws or regulations;

(iii) a breach by us or our Affiliates of any subcontracting arrangements with our subcontractors;

(iv) a breach by us of the confidentiality provisions of this Agreement; and/or

(v) the death or injury of or damage to any person, or real or personal, tangible or intangible personal property to the extent such injury or damage is proximately caused by our negligence or willful misconduct or that of our Affiliates or subcontractors.

15.2 By Customer. Subject to Sub-Section 15.3 below, you agree to indemnify, defend and hold us, our Affiliates providing Services to you, and our respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all Losses arising out of or relating to:

(i) a violation by you of any applicable laws or regulations;

(ii) a breach by you of the confidentiality provisions of this Agreement;

(iii) the death or injury of or damage to any person, or real or personal, tangible or intangible personal property to the extent such injury or damage is proximately caused by your negligence or willful misconduct; and/or

(iv) a claim by a third party that the content, use and/or publication of information and communications transmitted by you or your customers or authorized end-users using the Services, or accessible to third parties through the use by you or your customers or authorized end-users of the Services ("Content") infringes upon the rights of such third party, regardless of the form of action, whether in contract, tort, warranty, or strict liability and whether in respect of copyright infringement or any manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, or claims of infringement of data protection legislation.

You acknowledge and agree that (i) we are only an intermediary for the transmission of Content, (ii) that we play a passive role as a conduit of Content for you and third parties, (iii) that we are unable to exercise any editorial or other control over any Content and (iv) and that we neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

15.3 Indemnification Procedures. If any claim in respect of Losses is asserted or any civil, criminal, administrative or investigative action or proceeding (any such claim, action or proceeding, a "Claim") is threatened or commenced, in each case against any party seeking indemnification under these provisions (an "Indemnified Party"), the Indemnified Party will promptly notify the indemnifying Party (the "Indemnifying Party") in writing thereof. Any failure or delay

by the Indemnified Party in giving such written notice shall not constitute a breach of this Agreement and shall not excuse the Indemnifying Party's obligation under this Section, except to the extent (if any) that the Indemnifying Party is prejudiced by such failure or delay. If the Indemnifying Party acknowledges in writing an indemnification obligation under this Section, it will be entitled to elect, within thirty (30) days after its receipt of such notice, to assume sole control over the investigation, defense and settlement of such Claim at its own cost, risk and expense. Neither the Indemnifying Party nor the Indemnified Party shall enter into a settlement of a Claim without the prior written consent of the other, which consent shall not be unreasonably withheld. After notice of a Claim by the Indemnified Party, if the Indemnifying Party does not elect to assume sole control of the defense of such Claim, the Indemnified Party will have the right to defend such Claim in such reasonable manner as it may deem appropriate, at the cost, risk and expense of the Indemnifying Party. The Indemnifying Party will have the right to participate in such defense at its own cost and expense. Each party, at its own cost and expense, agrees to provide reasonable cooperation and assistance to the other party in the investigation, defense and settlement of any Claim, including but not limited to providing access to relevant information and employees.

16. FORCE MAJEURE. Neither we nor you will be held responsible for any delay or failure in performance of any part of this Agreement if and to the extent that such delay or failure is caused by an event outside of the reasonable control of the party otherwise responsible including, without limitation: fire, flood, lightening, explosion, war, act of terrorism, strike, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, inability to secure materials or transportation facilities, act or omission of third party carriers or suppliers, act or failure to act of any Governmental authority, computer viruses or worms, computer sabotage, 'Denial of Service' attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature (provided the party claiming such cause has taken commercially reasonable steps to prevent such hacking attacks). The occurrence of an event of force majeure within the meaning of this Section shall not relieve you of your obligation to pay us for Services used by you prior to the occurrence of such event, or which may become due by you thereafter on account of your continued use of such Services after such occurrence. Failure of either you or us to perform under this Agreement because of the occurrence of an event of force majeure the effect of which lasts more than forty five days shall, upon twenty four hours notice to the other party, be grounds for termination of the Service(s) affected by that event, but not of the entire Agreement.

17. NO WAIVER. The waiver by either you or us of any breach of this Agreement by the other in a particular instance will not operate as a waiver of subsequent breaches of a same or different kind. The failure of either you or us to exercise any rights under this Agreement in a particular instance will not operate as a waiver of right to exercise the same or different rights in any subsequent instance.

18. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, it will be severed from this Agreement, and the remaining provisions will remain in full force and effect and we and you will promptly negotiate a replacement.

19. INDEPENDENT CONTRACTORS. Under this Agreement, each of you and us will be independent contractors, maintaining complete control over our respective personnel and operations. Except as expressly stated in this Agreement, nothing will be deemed to create a partnership between you and us, nor to make you our agent or legal representative, or visa versa, nor to create any fiduciary relationship between you and us.

20. NO THIRD PARTY BENEFICIARIES. This Agreement is made for the benefit of the parties to it alone and is not intended to be for the benefit of, or enforceable by, any other person and will not confer on any other person any remedy, claim, right of action or other right. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

21. ASSIGNMENT AND SUBCONTRACTING. Neither we nor you may assign our respective rights under this Agreement without the prior written consent of the other, except that (i) we may freely assign our rights under this Agreement to one of our Affiliates, and may freely assign our right to receive payments hereunder, and (ii) you may freely assign your rights (but not your obligations, including, for the avoidance of doubt, payment obligations) under this Agreement to one of your Affiliates. Any attempted assignment, transfer or other disposition by you or us in violation of this Section will be null, void and of no force and effect. We may, without your consent, subcontract the provision of a Service, or a portion of a Service, provided that we will continue to be liable to you for the performance of such subcontractors in accordance with the terms of this Agreement.

22. NOTICES. Notices of Service or Circuit availability and any notices of termination of Services by us under Section 3.1by us shall be made (by Email) to your Project Manager. Notice of termination of Services under Section 3.1 shall take effect forty-five (45) days after receipt by you.. Termination / disconnection requests by you must be made by submitting (by Email) a completed Service Disconnect Request Form to the CSM assigned to your account. Service Disconnect request Forms are available upon request from the CSM. All such termination / disconnect requests shall take effect forty-five days after receipt thereof by the CSM, provided that in the case of local access circuits and other service elements which are provided by third party subcontractors to us, all such requests shall take effect sixty (60) days after receipt by the CSM. All other notifications, requests, demands and other communications required or permitted under this Agreement (including notices of breach and/or termination of this Agreement) must be in writing and addressed to the recipient at the address specified in the preamble to this Agreement, or such other address as may be notified by either you or us to the other for that purpose. Notice will be deemed given (i) on delivery, when delivered in person or by courier during a Business Day, otherwise on the next Business Day after delivery, (ii) the

same day, when sent by facsimile during a Business Day, otherwise on the next Business Day after transmission, provided that the sender has a transmission report confirming transmission of the correct number of pages to the other party's facsimile number, or (iii) five Business Days after deposit in the mail.

23. REGULATORY MATTERS. You acknowledge that each Service provided by us will be subject to laws and regulatory rules in one or more jurisdictions. We undertake to comply with all applicable laws governing the provision of the Services to you, and accordingly, may cancel or suspend the provision of any Service, or portion thereof, upon reasonable notice to you if the provision of that Service, or any portion or element thereof, is determined to be a violation of any applicable law or regulation or of our license in any jurisdiction, or is no longer permitted under any of the same. In these circumstances, we will make reasonable efforts to restore the Service, or to provide a functionally equivalent substitute service that is permitted under any applicable law or regulation or under our license(s). Any pricing terms for a functionally equivalent substitute service will be separately negotiated.

23.1 You shall perform your obligations under this Agreement in a commercially reasonable, ethical and professional manner and in accordance with applicable legal requirements, including without limitation, all export control laws and regulations (including those promulgated by agencies of the United States Government, including the U.S. Departments of Commerce and Defense), which prohibit the export or diversion of goods to certain prohibited countries.

24. LATIN AMERICAN SERVICES. You acknowledge and agree that Latin American Services6, if ordered by you, will be provided directly by our Affiliates organized under the laws of the applicable Latin American country/countries in order to comply with applicable legal and regulatory requirements of those countries. With respect to Latin American Services, you further agree to enter into (or, if applicable, to cause your local Affiliate organized under laws of the applicable Latin American country in which Service is to be provided to enter into) a separate contract with our Affiliate in the applicable country for the supply of such Latin American Services (a "Local Country Agreement") (i) incorporating by reference the terms of this Agreement, (ii) providing that the portion of the total amounts payable as are allocated to the local Services will be invoiced locally in accordance with applicable laws and regulations and (iii) containing such other provisions as may be reasonably necessary to comply with applicable laws and regulations.

25. GOVERNING LAW. Subject only to the provisions of any Local Country Agreement, this Agreement and the SLAs will be construed and enforced in accordance with the laws of England and Wales. We both irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement and the SLAs. We each consent to the jurisdiction and venue of such courts and waive any right to object to such jurisdiction and venue.

26. ELECTRONIC COMMERCE AND EXECUTION. To the extent permitted by applicable law, the parties will conduct transactions using an electronic commerce approach under which the parties will electronically transmit and receive legally binding purchase and sale obligations. This Agreement may be executed by exchange of facsimile signature pages and in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement among the parties.

27. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement, including the SLA applicable to each Service ordered by you, together with each executed Order Form, constitutes the entire agreement between you and us concerning the provision of Services by us to you, and supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning such Services. Except as provided for in Section 2 above, no modification or waiver of any of the terms of this Agreement will be binding unless set out in a written agreement or amendment referencing this Agreement and signed by both you and us. Any terms and conditions purportedly imposed by any standard purchase order or document used by you shall be void and of no effect.

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