

THIS MASTER SERVICE AGREEMENT (reference number) is made on XXXXXXXX (the "Effective Date") by and between:

- (1) BUSINESS XXXXXXXX, a company incorporated in XXXXXXXX, registered number XXXXXXXX with its registered office located at XXXXXXXX ("Business"); and
- (2) XXXXXXXX, a company incorporated in XXXXXXXX, registered number XXXXXXXX with its registered office located at XXXXXXXX ("Customer").

RECITALS:

is a provider of telecommunications and related services in many jurisdictions around the world. Customer wishes to procure certain telecommunications services from and has agreed to provide such services, in accordance with the terms of the Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 In addition to capitalized terms defined elsewhere in the Agreement, the capitalized words and phrases listed in Clause 13 (Definitions) will have the meanings given in such Clause.
- 1.2 The terms defined in this Agreement above include the plural as well as the singular. Any reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before or after the date of this Agreement. The words "include" and "including" shall not limit the sense of the words, description, definition, phrase, or term preceding those terms. Use of the word "or" means "and/or". The words "day", "month", and "year" mean, respectively, calendar day, calendar month, and calendar year, unless otherwise expressly stated. The headings used in any document are included for convenience only and shall not be used in construing or interpreting that document.
- 1.3 This Agreement incorporates by reference the provisions of the Specific Conditions, Service Descriptions, and SLAs, as published on: . The Customer acknowledges that it has read the applicable Service Annexes and agrees to the provisions thereof. Any change or modification by such published Service Annexes will be binding upon Customer provided that it does not adversely affect the Service Levels or result in increased Charges to Customer.

2. ORDERING OF SERVICES

- 2.1 **Orders.** The provision of the Services to Customer and Users is contingent upon the entering into of an Order for each Service. All Orders are subject to acceptance by . Any pre-printed terms and conditions issued by the Customer (for example, by attaching such terms and conditions to an Order) will be deemed null and void.

Customer shall complete an Order for the Services using one of the following (as instructed by):

- (a) the then-current standard Order form and then provide to a scanned copy of the signed Order by email (for example, in PDF format) or facsimile, or an original of the signed Order; or
- (b) the online quoting and ordering tool within "My Service Space", or such other tool as may designate, which shall be made available to Customer at a URL notified by ("Online Tool"). In relation to Orders processed through the Online Tool, will only consider an Order issued by Customer if, following an Order being presented on the screen, Customer selects the 'Approve' option.

The Order shall only be deemed to be accepted at the time sends to Customer or User a written acceptance of the Order. For the avoidance of doubt, this includes the time an e-mail confirmation of approval of the Order is sent by to Customer or User.

- 2.2 **Change Orders.** All revisions to a previously issued and accepted Order shall be: (a) provided in writing, signed by duly authorized Customer personnel and accepted in writing by , or (b) made using the Online Tool and accepted by , in accordance with Clause 2.1(b).

Customer agrees that it shall pay any reasonable costs incurred by in relation to the preparation for the initially requested Services and those incurred in revising the Services.

To the extent that price quotations for any adds, moves, or changes of the Services are available on the Online Tool, Customer shall use the Online Tool for obtaining such quotations.

- 2.3 **Early Termination of Orders.** No termination of Orders will be permitted unless otherwise stated in the Agreement or agreed in writing by the Parties in advance. Customer agrees that, where requested by , it will complete and return to its then-current disconnection form.

- 2.4 **Authorized Customer Personnel.** Upon the Effective Date, Customer will provide with a list of Customer personnel who are authorized to issue Orders . may elect not to accept

any Orders that are issued by non-authorized Customer personnel. Customer may add or delete names to/from the list, provided [REDACTED] has been notified in writing at least two Business Days prior to the placement of an Order.

3. INVOICES, PAYMENT AND TAXES

- 3.1 Charges will be invoiced and paid in Euro (€) unless otherwise specified elsewhere in the Agreement.
- 3.2 [REDACTED] will commence invoicing of all Charges as of the date specified in the relevant Specific Conditions. If such date is postponed due to Customer's act or omission, [REDACTED] reserves the right to commence invoicing to Customer any third party vendor charges incurred by [REDACTED] for the relevant Service from the date on which such charges are being invoiced to [REDACTED] by the relevant third party. This Clause is without prejudice to the provisions of the applicable Specific Conditions.
- 3.3 [REDACTED] will invoice all fixed recurring Charges monthly in advance, all other recurring Charges monthly in arrears, and all Charges for one time Services on completion of the Service or agreed milestones, unless otherwise specified in any Service Annex.
- 3.4 All invoices are due and payable within 30 days of the date of the invoice. Payment shall be made by wire transfer to the bank account notified to Customer by [REDACTED].
- 3.5 Customer may dispute an invoice in good faith within 30 days of the invoice date and withhold payment of any such disputed amount. Once the dispute in relation to an invoice has been resolved: where Customer is required to make payment of the whole or balance of the invoice, it shall do so within 30 days; and where the Supplier is required to issue a credit note, it shall do so within 30 days. Failing any notification of a dispute from Customer within 30 days of the invoice date, Customer will be deemed to have accepted the amounts stated on the invoice.
- 3.6 The amounts listed in the Charges Schedule do not include taxes (including VAT, sales, excise, gross receipts and withholding taxes, universal service fund fee, and any similar tax or any government imposed fees or surcharges which may be applicable thereto) which will be invoiced to Customer in accordance with local law. Customer agrees to pay or reimburse [REDACTED] for all such taxes or fees, excluding tax on [REDACTED] income. In respect of withholding tax, Customer will pay such additional amounts as may be necessary, such that [REDACTED] receives the amount it would have received had no withholding been imposed.
- 3.7 If [REDACTED] or its sub-contractor attempts to make a scheduled visit to a Customer or User Location to fulfil an obligation under this Agreement, but is unable to do so due to any act or omission by Customer or a User, Customer will pay [REDACTED] for such visit at the then-current [REDACTED] hourly labor rate and for reasonable travel and out-of-pocket expenses duly documented by [REDACTED].
- 3.8 If [REDACTED] is required to perform Preparatory Work, Customer will pay [REDACTED] for the Preparatory Work at the then-current [REDACTED] hourly labor rate, plus the cost of any materials provided to Customer by [REDACTED], unless otherwise agreed by the Parties.
- 3.9 Unless otherwise provided in this Agreement, [REDACTED] will invoice Customer, and Customer will be solely responsible for any installation or implementation charges, civil or engineering costs, rate fluctuations in tariffs, communications charges and access charges imposed after the Effective Date by domestic and international TOs or any other third party providers relating to the provision of Services. [REDACTED] will, where reasonably practicable, notify Customer of such charges or costs prior to invoicing Customer.
- 3.10 Failure by Customer to pay any Charges in accordance with the Agreement will entitle [REDACTED] to:
- (a) charge interest on a daily basis from the original due date at the rate of 8% above the base rate of the national bank of the Country of Jurisdiction. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and/or
 - (b) suspend the Service to which the non-payment relates, having given 14 days' notice of its intention to do so, and Customer having failed to pay the overdue amounts during that time.
- The exercise of these remedies is without prejudice to other [REDACTED] rights and remedies under the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All Intellectual Property Rights in the Services are either owned by or licensed to [REDACTED]. Nothing contained in the Agreement will be deemed to convey any title or ownership interest in any Intellectual Property Rights to Customer or Users, nor are any rights or licenses granted under the Agreement with respect to any Intellectual Property Right, except as otherwise expressly provided in the Agreement.
- 4.2 If required to enable Customer to use a Service, [REDACTED] will grant to Customer and Users, for the Service Term of the applicable Order, a non-exclusive and non-transferable licenses to use Software, in object form only, strictly for such purpose. Customer will not produce, copy (except for the purpose of retaining a back-up copy), alter, modify or add to the Software or any part thereof, or attempt or allow a third party to attempt to reverse engineer, translate or convert the Software from machine

readable to human readable form, except as permitted by applicable law. Customer will not sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. Customer will not use the Software (a) in connection with the products or services of any third party; or (b) to provide services for the benefit of any third party. Customer acknowledges that, to the extent that Software includes any third party components, further restrictions and provisions may apply.

5. CONFIDENTIALITY

- 5.1 During the term of the Agreement and for 3 years after its expiration or termination, each Party will: (a) use the Confidential Information of the other Party only for the purpose of the Agreement (which may include disclosure to all necessary sub-contractors); (b) only disclose the Confidential Information to a third party with the other Party's prior written consent, except, as regards [REDACTED], to its Affiliates and sub-contractors; (c) only disclose the Confidential Information on a 'need to know' basis and under conditions of confidentiality enforceable by the other Party to the professional advisers and auditors of such Party; and (d) use reasonable endeavors to prevent the unauthorized use or disclosure of Confidential Information using at least the same degree of care exercised to protect its own Confidential Information. Each Party will ensure that any recipient to whom it disclosed Confidential Information under this Clause 5.1 is made aware of and complies with that Party's obligations under this Clause 5.1 as if the recipient was that Party.
- 5.2 Clause 5.1 will not apply to the disclosure of Confidential Information: (a) which is in the public domain otherwise than by the receiving Party's breach of Clause 5.1; (b) which is rightfully received from a third party or independently developed by the receiving Party; or (c) in accordance with the order of a court or governmental authority, in which case the receiving Party will give as much advance notice of the disclosure to the disclosing Party as is reasonably practicable and will use reasonable endeavors to limit the extent of any such disclosure.
- 5.3 [REDACTED] shall be entitled, without restriction or the need to obtain Customer's prior consent, to publicize the fact that Customer is a customer of [REDACTED] for the Services.

6. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 6.1 Nothing in this Agreement will exclude or restrict any Party's liability for death or personal injury caused by negligence, for fraud or deceit, for willful misconduct or as stipulated by mandatory applicable law.
- 6.2 Neither Party will be liable (whether in contract, tort (including negligence) or otherwise) in respect of any claims for any of the following losses (irrespective of whether such losses are direct, indirect, or consequential):
- (a) loss of business, revenue, profits, anticipated savings, business opportunity;
 - (b) losses resulting from missing, contaminated or misdirected email messages or message contents, loss of data, or corruption of data;
 - (c) loss of goodwill or reputation; or
 - (d) indirect, consequential, or special loss.
- 6.3 [REDACTED] shall not be liable for any failure or delay to fulfil its obligations under this Agreement to the extent that such failure or delay is attributable to the Customer's failure or delay to comply a Customer Responsibility or an obligation under this Agreement.
- 6.4 Except for completing any payment obligations and subject to Clause 6.2, each Party's total aggregate liability (whether in contract, tort (including negligence) or otherwise), in any Year, under or in connection with the Agreement will be limited to:
- (a) for any failure to comply with the Service Levels, the amount of credits or other remedies set out in the relevant SLA, except where such failure is a material breach of the Agreement envisaged under Clause 7.3(a); and
 - (b) for all other claims arising in any Year (including material breach of the Agreement envisaged under Clause 7.3(a)), the Charges incurred in the 12 months immediately preceding the cause of action under the Order to which the claim relates (or, where less than 12 months' Charges have been incurred, an amount equal to the average monthly Charges incurred from the Effective Date until the date on which such cause of action arose multiplied by twelve).
- 6.5 Except as expressly set out in the Agreement, all warranties, conditions, and representations, express or implied by statute, common law or otherwise, including any warranty or condition of satisfactory quality or fitness for a particular purpose with respect to the Services or any part thereof, are hereby excluded to the fullest extent permitted by law.

7. TERM AND TERMINATION

- 7.1 The Agreement commences on the Effective Date and will continue in full force and effect until terminated in accordance with Clause 7.3 and Clause 7.4.

- 7.2 Each Order has its own Service Term and each Service Term will be automatically renewed for successive Extended Terms, unless terminated earlier pursuant to Clause 7.4 or Clause 7.5.
- 7.3 Either Party may terminate the Agreement with immediate effect, by giving notice to the other Party, if:
- (a) the other Party commits any material breach of the Agreement, and does not remedy the breach (if it is capable of remedy) within 30 days of notice of the breach being given by the non-defaulting Party;
 - (b) an order is made or an effective resolution is passed for the dissolution or winding up of the other Party except for the purposes of an amalgamation, merger or restructuring;
 - (c) a lien holder takes possession or a receiver is appointed over the whole or a material part of the undertakings or assets of the other Party;
 - (d) the other Party becomes insolvent or makes any special arrangements, composition, or assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction;
 - (e) an administration order is made in relation to the other Party or that other Party makes an application to a court of competent jurisdiction for protection from its creditors generally;
 - (f) if all Orders have been terminated pursuant to Clause 7.5.
- 7.4 [REDACTED] may terminate this Agreement or any Order immediately if Customer fails to pay any Charges under the Agreement or an Order within the payment period specified in Clause 3.10 above and does not pay the overdue amounts (including any interest payable thereon) 30 days after [REDACTED] provides notice of such non-payment.
- 7.5 Either Party may terminate any Order as follows:
- (a) as permitted in an SLA;
 - (b) by giving to the other Party at least 90 days' notice, prior to the end of the Service Term or Extended Term as applicable.
- 7.6 On termination of the Agreement, all Orders will immediately be terminated. The expiration or termination, for any reason, of the Agreement or of any Order, will not affect: (a) the rights of either Party against the other which have accrued on or prior to the termination; nor (b) any provision expressed to survive the termination.
- 7.7 On termination of the Agreement for whatever reason, each Party will immediately return to the other Party all property of whatever kind and nature provided under the Agreement and belonging to the other Party, including Confidential Information.
- 7.8 Clauses 5, 6, 7.5, 7.6, 8 to 12, and 13 will survive termination or expiry of an Order or the Agreement for any reason.

8. NOTICES

Any and all notices required or permitted to be given under the Agreement will be in writing in the English language and will be sufficiently given when delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested; (c) by facsimile transmission, addressed to the persons whose name and address appears on the Agreement or such other address as may be notified by a Party to the other from time to time. Except in the case of delivery by hand, and save for evidence to the contrary, notices will be deemed to have been given on the day on which such communication ought to have been delivered in due course of postal or facsimile transmission.

Table 1: Notices

If to [REDACTED]	If to Customer:
[REDACTED]	XXXXXX Customer Address

9. ASSIGNMENT

Neither Party may assign the Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

10. GOVERNING LAW

The Agreement and all matters arising from or in connection with the interpretation or enforcement hereof, will be governed exclusively by the laws of the Country of Jurisdiction, without regard to its conflicts of law provisions.

11. DISPUTE RESOLUTION

- 11.1 **Pre-Mediation Application to Court.** No provision in the Agreement will operate to prevent either Party from issuing any proceedings or making any application to any court that is necessary for the protection of its property or to obtain injunctive relief.

otherwise necessary in order to comply with any Trade Control Rules, [REDACTED] will be entitled, without liability to Customer, to immediately suspend or terminate any of its obligations, the affected Services or the Agreement.

12.9 **Reservation of Rights**

(a) [REDACTED] will be fully entitled to refuse, suspend or discontinue the provision of Services to Customer or any User in any Location by providing to Customer as much prior notice as is appropriate under the circumstances, if [REDACTED] in its reasonable discretion, determines that the provision of Services will in any way jeopardize the ability of [REDACTED] or authority to provide the Services (either to Customer, any User or any other customer or generally) in any country, in the event of such refusal, suspension, or discontinuation of Services, the Parties will consult with each other in an attempt to find an alternative solution, if any, that would allow the provision of the relevant Services to that Location.

(b) [REDACTED] reserves the right to control, direct, and establish procedures for the use of the Services, and Customer agrees to follow these procedures. [REDACTED] also reserves the right to make operational changes to the Services as it may require in its sole discretion, but such changes will not adversely affect Service Levels, nor result in increased Charges to Customer.

12.10 **Customer Responsibilities**

12.10.1 In order to provide the Services, Customer will ensure that [REDACTED] has full access to all necessary Customer information as [REDACTED] may reasonably require, and will keep [REDACTED] informed of all material developments or proposals in relation to its business or operations that may have an effect upon the Services. From time to time, Customer's prompt decisions and approvals will be required, and [REDACTED] will be entitled to rely on all decisions and approvals provided in connection with the Services. The Services provided by [REDACTED] are dependent upon the accuracy of the information provided by Customer. Customer understands that to the extent that such information is inaccurate, the delivery schedule for the Services and [REDACTED] costs may be negatively affected.

12.10.2 In addition to the provisions of the Service Annexes, at all times during the performance of any Services at the Locations, Customer shall (and shall procure that its Users and Affiliates shall); (a) ensure that all easements, rights-of-way, and other permits necessary to permit the performance of the Services are in effect, (b) ensure that Locations are safe and free from actual or potential hazards and equipped with reasonable heat, light, working space, electricity, ventilation and adequate fire prevention equipment and systems, (c) provide sufficient on-site space for [REDACTED] equipment and materials, and (d) ensure that [REDACTED] personnel and sub-contractors have access to the Locations and to Customer materials during the times necessary to perform the Services.

12.10.3 **Users and Customer's Affiliates.** Customer will remain an [REDACTED] customer of record for all Services provided hereunder. Customer will be responsible for the acts or omissions of its Users and any of its Affiliates which procure Services from [REDACTED] under this Agreement and for the payment of all charges for Services provided hereunder, including Services provided to Users and Customer's Affiliates.

12.10.4 **No resale of [REDACTED] Services.** Except as expressly authorized under this Agreement, Customer will not resell or otherwise make available the Services to any third party. Any breach of this provision is a material breach of this Agreement.

12.11 **Force Majeure.** Except for completing any payment obligations, neither Party will be liable for any delay or for the consequences of any delay in fulfilling any of its obligations under the Agreement if such delay is due to a Force Majeure Event.

13. **DEFINITIONS**

13.1 In addition to capitalized terms defined elsewhere in the Agreement, the following capitalized words and phrases listed below will have the meanings given below.

"Affiliate" means any entity controlling, controlled by or under common control with the Parties, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise.

"Agreement" means this Master Services Agreement, including all Service Annexes attached hereto and/or otherwise expressly incorporated by reference.

"Associated Person" means a natural person, company, corporation, firm, partnership, cooperative, association, government, state, statutory authority, foundation or trust, which or who is (a) an Affiliate of Customer, (b) an Owner of Customer, (c) a director or officer of Customer, (d) User, (e) a subcontractor of Customer involved in the performance of this Agreement or (f) an other representative of Customer.

- 11.2 **Dispute Escalation and Negotiation.** [REDACTED] and Customer agree that it is in both Parties' best interests to initially attempt to settle disputes arising out of or in connection with the Agreement by unmediated negotiation. If the Parties fail to settle such disputes promptly, the other Party will have the right to immediately proceed to binding arbitration.
- 11.3 **Arbitration.** All disputes arising from or in connection with the Agreement will be finally settled, exclusively by arbitration in the English language and in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator selected in accordance with such rules. Each Party irrevocably consents to the other party taking ex parte action should the other Party refuse to participate in such proceedings. The arbitrator's award will be final and binding on all Parties and judgment on the award may be entered and the award enforced in any court having jurisdiction to resolve the dispute.
12. **GENERAL**
- 12.1 **Status of the Parties.** The Agreement is not intended to create, nor will it be construed to be, a joint venture, agency, association, partnership, franchise, or other form of business relationship. Neither Party will have, nor hold itself out as having, any right, power, or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other Party, bind or contract in the name of the other Party, except as expressly provided in the Agreement.
- 12.2 **Third Party Beneficiaries.** Nothing in the Agreement will be construed as conferring any rights or benefits on any person or legal entity who or which is not a party to the Agreement.
- 12.3 **Invalidity.** Should any provision of the Agreement be declared invalid, illegal or unenforceable for any reason, such decision will not affect the validity, legality or enforceability of any remaining provisions which will remain in force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In any such event, the Parties will work together and negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a provision of equivalent economic effect.
- 12.4 **No Waivers.** A failure of either Party to exercise, a delay in exercising or partial exercise of, a right or remedy provided by the Agreement or by law will not constitute a waiver of the right or remedy by that Party, a waiver of other rights or remedies or a further exercise of the right or remedy.
- 12.5 **Modifications of the Agreement.** The Agreement may not be modified, supplemented, or amended except by written agreement signed by the authorized representative of each Party.
- 12.6 **Order of Precedence.** In the event of a conflict between the General Conditions, any Service Annex or any Order the order of precedence will be as follows, unless otherwise expressly stated in any Service Annex: (a) the General Conditions; (b) the Specific Conditions, (c) the Services Annexes; and (d) the Orders.
- 12.7 **Entire Agreement.** The Agreement constitutes the entire agreement and supersedes all previous agreements, negotiations, representations (innocent or negligent), and proposals, written or oral, between the Parties relating to the subject matter of the Agreement. Neither Party will be bound by nor liable to the other Party for any representation, promise, or inducement made by any agent or person in the other Party's employ which is not expressly stated in the Agreement. Any orders entered into between the Parties prior to the Effective Date will be deemed to be Orders under, and subject to the provisions of, the Agreement. The provisions of the Agreement will supersede and replace any provisions governing the terms and conditions of those Orders, unless otherwise expressly agreed in writing between the Parties.
- 12.8 **Compliance with Laws**
- 12.8.1 The Parties shall comply in all material respects with applicable laws, rules and regulations, now in effect or hereinafter enacted or adopted, in the jurisdiction in which the Services are provided (including, without limitation, applicable data protection laws, in which case, Customer will be acting as data controller and [REDACTED] will be acting as data processor). In accordance with the foregoing, each Party shall comply with all applicable: (a) local licenses or permit requirements; and (b) customs and export, import and/or re-export control laws and regulations of [REDACTED], the United States, and/or others relevant countries, which may apply to certain equipment, software and technical data provided.
- 12.8.2 The Parties, this Agreement and the activities under this Agreement shall comply with the restrictions, bans, prohibitions, or license/authorization requirements on trade or finance under the laws and regulations of the United States, the European Union and its member states, and/or of the other relevant countries (collectively the "Trade Control Rules"). Customer represents and warrants that neither itself nor any of its Associated Person has been or is subject to any international trade or finance sanctions or embargoes, listed on any watch list, maintained for the purpose of enforcing international trade or finance sanctions or suspended, revoked, or denied its import and/or export capacities or privileges. Customer will notify [REDACTED] immediately if it ceases to comply with the above representation and warranty at any time during the term of the Agreement. In such case, or if

"Business Day" means the normal working day in each country where the Services are provided, excluding public holidays in such countries).

"Charges" means the fees and rates that [REDACTED] will charge Customer for all Services provided under the Agreement as set out in the Charges Schedule or an Order.

"Charges Schedule" means the list of Charges which is identified as the "Charges Schedule" in the Agreement, if any.

"Confidential Information" means the contents of the Agreement and all information disclosed (whether in writing, or orally or whether directly or indirectly) by a Party to the other Party whether before or after the Effective Date and marked or has been otherwise indicated to be "confidential" or which derives value to a Party from being confidential or confidential in its nature or which would be regarded as confidential by a reasonable business person, including information relating to the disclosing Party's products and services, prices, operations, customers, processes, know-how, designs, trade secrets or software of a Party and prospects, Intellectual Property Rights, market opportunities, business affairs; and any information or analysis derived from such Confidential Information.

"Country of Jurisdiction" means the country in which [REDACTED] has its registered office.

"Customer Responsibilities" means the specific actions and obligations that Customer must fulfil in order for [REDACTED] to provide the Services as set out in this Agreement (including Clause 12.10 (Customer Responsibilities) and the Services Annexes).

"Date of Acceptance" shall have the meaning ascribed to it in the relevant Specific Conditions.

"Effective Date" means the date indicated above in the first paragraph of this Agreement, or if no date is stated, the latest date written on the signature blocks of this Agreement.

"Extended Term" means each successive 12 month period following the end of the relevant Service Term.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of a Party, which adversely affects the performance of any of its obligations under the Agreement, including acts of God, fire, flood, storm, lightning or other adverse weather events; acts of government or authority (including the refusal or revocation of any license or consent) or public enemy; national emergencies, insurrections, civil commotion, public demonstration, act of vandalism, sabotage, riots, war or acts of war (declared or undeclared or threat of war) or terrorism; power failures; lockouts, strikes or other industrial disputes; any legislative or regulatory restriction or prohibition on trade imposed by a national or international body or authority, or any change thereof; and acts or omissions of the other Party, a TO or access provider.

"General Conditions" means the terms and conditions contained in Clause 1 (Interpretation) to Clause 12 (General) of this Master Services Agreement.

"Intellectual Property Rights" means all rights in inventions, patents, design rights, copyrights, trademarks, trade names, service marks, trade secrets, internet domain names, email addresses, database rights, know-how, in each case, whether registered (including any applications for registration) or unregistered, and any other intellectual property right whatsoever and wherever enforceable.

"Location" means (a) with respect to Integration Services and Network Services, each Customer or User site receiving the Services and identified in the relevant Orders, (b) with respect to Security Services and Managed Messaging Services, the site where the System will be installed, (c) with respect to Hosting Services, the site where [REDACTED] provides the Hosting Services, and (d) with respect to Voice Services, each site where Customer or User is connected to the [REDACTED] voice network, as specified in the relevant Orders. References to the various Services in this definition shall have the respective meanings in the relevant Specific Conditions.

"Online Tool" has the meaning given to it in Clause 2.1.

"Order" means any request for a Service issued by Customer or a User, using (a) the then-current [REDACTED] standard order form for a particular Service, (b) the Online Tool or (c) such other order form as mutually agreed upon by the Parties.

"Owner" means any persons who or which (a) own individually or jointly, directly or indirectly, at least 50% of the voting power of Customer or (b) possess individually or jointly, directly or indirectly, the power to direct or cause the direction of the management and policies of or with respect to Customer, whether through ownership of securities, by contract or otherwise.

"Parties" means [REDACTED] and Customer and their respective successors and permitted assigns; each individually being referred to as a "Party".

"Preparatory Work" means any work that is necessary for [REDACTED] to supply a Service or enable proper operational condition of a Service at a Location, but is not included as part of the relevant Service offering as described in the applicable Service Description.

"**Service Annex**" means individually and collectively, the Specific Conditions, the Service Descriptions, the Service Level Agreements, and the Charges Schedule, which are annexed to and/or incorporated by reference into this Agreement.

"**Services**" means the services to be provided by [REDACTED] to Customer under the Agreement as specified in an Order and described in the applicable Service Description.

"**Service Description**" means the [REDACTED] standard description of the Services identified as a "Service Description" as published on: [REDACTED]

"**Service Levels**" means the performance levels applicable to certain Services, detailed in the SLAs.

"**Service Level Agreement**" or "**SLA**" means a Service Annex that describes the applicable Service Levels, measurement procedures, and available remedies for the Services, which are identified as a "Service Level Agreement" or "SLA" as published on: <http://www.orange-business.com/en/services> publication.

"**Service Term**" means the term specified on each Order commencing on the Date of Acceptance or the date otherwise provided in the Order.

"**Software**" means computer programs in object code (including any updates, fixes and upgrades) provided or to be provided by [REDACTED] (or its licensors) pursuant to the Agreement, and excluding any proprietary software provided by Customer.

"**Specific Conditions**" means the Service-specific terms and conditions governing particular categories of Services, as set forth in the respective Service Annexes to this Agreement (as published on: [REDACTED])

"**TO**" means operators authorized to own, lease, and operate telecommunications circuits; also known as "access providers" or "tail circuit providers".

"**Trade Control Rules**" has the meaning given to it in Clause 12.8.2.

"**Users**" means users of the Services who have been designated by Customer and authorized by [REDACTED] in writing as the recipient of the Services, and includes Customer and any of its Affiliates designated in an Order as the recipient of the Services.

"**Year**" means each period of 12 months commencing on the Effective Date and thereafter on each anniversary of the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For and on behalf of:

[REDACTED] **BUSINESS XXXXXXX**

For and on behalf of:

CUSTOMER

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

END OF MASTER SERVICES AGREEMENT - TERMS AND CONDITIONS