SERVER COLOCATION AGREEMENT

      THIS SERVER COLOCATION AGREEMENT ("**Agreement**"), dated as of _____, is made between _____ ("**Customer**") and **QRB Labs ICT Solutions PLC**, an Ethiopian private limited company ("**Service Provider**").

1.   Purpose

    1.1.   The purpose of this Agreement is to define the terms under which Service Provider will provide Customer with a) physical space within Service Provider's facilities to house computer systems and such other equipment as may be required and identified within this Agreement, hereinafter referred to as "**Customer's Servers**", b) physical access to Customer's Servers, and c) a connection of the Customer's Servers to the internet using Service Provider's public network connections.

    1.2.   This Agreement may include additional exhibits for services such as, but not limited to, monitoring, managed services, backup services, managed firewall services, and operating systems maintenance. Such exhibits, once executed, shall become a part of this Agreement and incorporated herein.

2.   Effectiveness, Term, and Renewal. This Agreement shall become effective when signed by a duly authorized officer of Service Provider and Customer. This Agreement shall remain in effect until the services provided herein are terminated, changed, or canceled as allowed by the terms and conditions as contained herein.

3.   Customer's Server and Use Responsibilities.

    3.1.   Customer's Server may provide services to Customer and/or its' customers, or the general public, for any legal purpose whatsoever, provided that:

      3.1.1.   Customer's Servers shall not exceed the agreed-to power limits as shown on **Exhibit A**, or provide services to others which results in use in excess of the agreed-to power, regardless of whether such use is in the ordinary course of business or results from any unauthorized hacking or use of Customer's Server. Should Customer exceed its allotted power, Customer shall pay additional fees at the rate and terms defined in the then current Service Provider price list, and

      3.1.2.   Customeris expressly prohibited from, and shall not use Customer's Servers or the network for any illegal or hostile purpose including, but not limited to, cracking passwords, interfering with, accessing, or attempting to monitor traffic from other computer systems, or transfering or serving any illegal materials.

    3.2.   All services provided by Service Provider under this Agreement extend to the Customer only and do not extend to any other person, corporation or entity, regardless of their relationship with Customer and under no circumstances will Service Provider be obliged to support third parties.

    3.3.   Customer may, with the express written consent of Service Provider, resell use of Customer's Servers to third parties, provided that Customer does NOT provide or divulge login names or

passwords provided to Customer by Service Provider to third parties, or allow any such use which is in violation of this Agreement or of applicable laws.

3.4.　Customer and all other third parties accessing or using Customer's Servers shall abide by all of the rules, regulations, and policies of Service Provider, as well as other networks and computer systems accessed via the Customer's Servers, whether operated by Service Provider, its suppliers or others. If the Customer is unsure of those policies it is the Customer's responsibility to ascertain said policies. Customer agrees to indemnify and hold Service Provider harmless from any claims resulting from the Customer's use of the service that damages either the Customer or another party or parties.

4.　Customer Responsibilities for Equipment, Applications and Data

4.1.　Customer is solely responsible for the ongoing stability and the operation of the Customer's application and server. Any assistance by Service Provider staff may result in additional fees.

4.2.　Unless contracted by separate Agreement, in writing, under no circumstances shall Service Provider assume responsibility for the loss of information on Customer's Servers. The Customer is responsible for secure backup of all data on Customer's Servers and is responsible for rebuilding their environment in the event of loss of this information caused by failure of the server, or by any act, by any party, whether accidental or intentional. Customer has the option of hiring Service Provider for restoration of services at an additional fee. Customer is responsible for providing Service Provider with reliable 24-hour contact to notify in the event of failure or downtime for maintenance.

4.3.　Customer shall provide Service Provider with a list, and replacement value, detailing any and all additional equipment and software that is installed, or to be installed, on Customer's Servers in Service Provider's facilities.

4.4.　Customer shall fully insure additional software and hardware installed on Customer's Servers against all risk of loss, including without limitation, theft, fire, water, earthquake, vandalism, and riot.   Customeris advised to purchase business interruption insurance to protect against lost revenue from Customer's Servers in case of prolonged disruption of services or catastrophe.

5.　Payment and Charges.

5.1.　Customer is responsible for any and all fixed and accumulative monthly charges for Customer's account as defined in **Exhibit B** which is attached hereto and made a part hereof ("**Monthly Fees**"). Notwithstanding anything contained herein, Service Provider expressly agrees Customer may offset Monthly Fees by payments owed to it by Service Provider under separate Agreements between the parties.

5.2.　Monthly fees will commence on the first day Customer's Servers have been installed and are operational ("**Fee Commencement Date**"). If the Fee Commencement Date falls on any day other than the last day of the month, then Monthly Fees shall be prorated for the initial month. Incidental support or additional fees as agreed to herein shall be charged as such service is performed by Service Provider.

5.3.　Service Provider agrees to notify Customer at least thirty (30) days in advance of any price increase which affects any services provided to Customer under this Agreement.

6.   Limitation of Liability.

6.1.   Service Provider exercises no control whatsoever over the content of the information passing through its network. Service Provider makes no warranties of any kind, whether expressed or implied, for the service(s) it is providing. Service Provider also disclaims any warranty of merchantability or fitness for a particular purpose. Service Provider will not be responsible for any damage Customer suffers including, but not limited to, loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions.

6.2.   Service Provider's liability hereunder for any losses or damages suffered by Customer or its customers with respect to the products and services or any other item under this Agreement, whether direct or indirect, from any cause whatsoever, shall be limited to the amount paid by Customer to Service Provider for products and services ordered hereunder for a single billing period only. Service Provider shall not be liable for any lost profits or for any claim or demand against the Customer by any other party based on any expressed, implied or claimed warranties by Service Provider not specifically set forth in this Agreement.

6.3.   IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4.   No action, regardless of form, arising out of this or any other Agreement between the parties may be brought by Customer more than one (1) year after the cause of action has occurred.

6.5.   Customer shall indemnify, defend and hold harmless Service Provider, its directors, employees and agents from any action brought against Service Provider by any third-party in connection with this Agreement, or any other agreement between Customer and a third-party from any claims resulting from the use of the service by Customer or any of Customer's customers or others throughout Customer's chain of distribution, including end-users. Customer shall pay all damages and reasonable attorney fees arising as a result of Customer's use or misuse of any rights granted herein.

7.   Compliance with Laws.

7.1.   Customer and Service Provider shall at all times comply with all applicable laws and regulations of the Federal Democratic Republic of Ethiopia ("**Ethiopia**") and all other governmental entities governing, restricting or otherwise pertaining to the use, distribution, exporting or import of data, products, services and/or technical data.

7.2.   Service Provider's network may only be used for lawful purposes. Transmission of any material in violation of any applicable laws and regulations of Ethiopia or any governmental regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

8.   Termination.

8.1. Service Provider shall have the right to suspend or terminate this Agreement during or due to any investigation of violations, misrepresentations of the services offered by Customer's Servers, inappropriate use, vulnerabilities created by Customer's Servers to the security or reliability of Service Provider's network, or nonpayment of Monthly Fees. In all cases Service Provider must provide Customer with written notice of termination.

8.2. Customer shall have the right to terminate this Agreement for any reason with thirty (30) days prior written notice.

9. Arbitration and Dispute Resolution.

9.1. If any dispute or difference of any kind (a "Dispute") arises between Customer and Service Provider in connection with, or arising out of, this Agreement, the Customer and Service Provider within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Customer and Service Provider shall promptly confer and exert their best efforts in good faith to reach an equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 business days, the Dispute shall be referred within 2 business days of the lapse of the 5 Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until responsible senior management of Customer and Service Provider have had at least 5 business days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this section, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

9.2. Any Dispute arising out of, or in connection with, this Agreement and not settled by the procedure prescribed in 9.1 above, shall (regardless of the nature of the Dispute) be finally settled with Rules of Arbitration by the Addis Ababa Chamber of Commerce and Sectoral Associations.

9.3. Any Dispute arising out of, or in connection with, this Agreement and not settled by the procedure prescribed in 9.2 above shall (regardless of the Dispute) be finally settled in accordance with the laws of the Federal Democratic Republic of Ethiopia.

10. Miscellaneous Provisions.

10.1. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties.

10.2. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. ·

10.3. Notwithstanding anything contained herein, Service Provider shall have the express right to settle any Dispute, or any award granted to Customer through arbitration or other legal proceeding, by payment in Ethiopian Birr.

10.4.   In the event litigation is required to force compliance with or address any breach of this Agreement, the parties agree that the prevailing party shall be entitled to attorneys' fees and costs actually incurred.

10.5.   Nothing in this Agreement is intended to or shall create a partnership or joint venture between Customer and Service Provider. Customer is and shall remain fully and solely responsible for all of its employees and assumes full responsibility for all costs and liabilities incurred in connection with the termination of such employees for any reason whatsoever.

[intentionally blank; signatures follow]

IN WITNESS WHEREOF, Customer and Service Provider have caused this Agreement to be executed as of the day and year first above written.

CUSTOMER:

_____
_____
By: _____
Name: _____
Title:

SERVICE PROVIDER:

QRB Labs ICT Solutions PLC,
an Ethiopian private limited company

By: _____
Name:
Title:

EXHIBIT A

List of Customer's Servers and Power Limits

EXHIBIT B

Monthly Fees and Additional Services