



This Internet Service Provider (ISP) Services Agreement (the "Agreement") is entered into by and between Green Computer & Mobile Care(the "ISP") and Edge Network Services Limited ("EDGE") (the ISP and EDGE, each a "Party" and collectively, the "Parties"), as of Effective Date.

WHEREAS, the ISP desires that EDGE deploy certain equipment and route certain Internet traffic through the Facility (as defined herein), and EDGE is willing to deploy such equipment and route such Internet traffic through the Facility in exchange for the ISP's provision of certain related services to EDGE.

WHEREAS, EDGE desires that the ISP provide certain services to EDGE, and the ISP is willing to provide such services to EDGE in exchange for EDGE's deployment of certain equipment and routing of certain Internet traffic through the Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Edge's Responsibilities** EDGE, at its own expense, shall:

- (a) arrange for the delivery of the number of servers, along with switch, network and power cabling (collectively, "Servers"), EDGE deems necessary to support the Internet traffic, to the ISP. The number of Servers and the facility where they will be located (the "Facility") will be identified in an order under this Agreement ("Order");
- (b) coordinate with the ISP to establish the service activation date promptly after delivery of the Servers to the ISP and provide monitoring, equipment and management services for the Servers;
- (c) arrange for warranty-based support of the Servers, as EDGE deems necessary;
- (d) arrange for shipment of the Servers to and from the ISP and bear all expenses thereof; and
- (e) deliver a certain amount of Edge affiliate Internet traffic to the ISP.

The Parties agree and acknowledge that Edge may have a third party ("Third Party") perform any or all of the above responsibilities.

2. **The ISP's Responsibilities.** The ISP, at its own expense, shall:

- (a) connect the Servers to the ISP's Internet network (the "Network") at the Facility;
- (b) permit EDGE to utilize the ISP's Internet bandwidth to remotely send and receive data to and from the networks to which the ISP is connected;
- (c) provide adequate facilities, including racks, HVAC, etc., suitable for the Servers and as otherwise required to maintain general commercial warranty eligibility, and uninterrupted and conditioned electrical power for the Servers at all times during the duration of this Agreement;
- (d) upon request, provide hands and eyes service, which shall include basic technical activities;
- (e) install, and connect all Servers, and upon request, remove and put the Servers into the original, or suitable protective packing materials as soon as reasonably practicable, but in any event, not more than thirty (30) days after receipt of such request, as applicable. If the ISP is unable to provide services, the ISP shall permit EDGE's employees, or its designees, upon reasonable notice to the ISP, to enter Facilities and to access



and remove the Servers;

- (f) provide EDGE with IP addresses for the Servers deployed within the Network;
- (g) upon EDGE's request, provide EDGE with available traffic data or other network utilization statistics;
- (h) use reasonable care to protect the Servers against all hazards present at the Facility and otherwise provide a reasonable level of security therefor, which in no event shall be less than the same level of physical security as the ISP provides for its own equipment. The ISP shall pay EDGE for the full replacement cost of any Servers or other EDGE equipment that are damaged, stolen or misplaced while at the Facilities as a result of any negligent act and/or omission by the ISP, or anyone on its behalf. It is agreed that such payment shall in no event exceed the lesser of US \$75,000 or the pro-rated replacement cost;
- (i) take custody of and secure, and support the destruction of, all Server storage media (example: hard disk, solid state disks, flash memory cards, etc.) that are de-installed from the Servers, and provide secure handling, storage, packing, and shipping of the storage media per EDGE or Third Party's instructions and at EDGE / Third Party's expense to an EDGE / Third Party designated asset recovery center for destruction;
- (j) cooperate with EDGE and / or the Third Party, as well as its / their affiliates and subcontractors, as applicable, for the importation or exportation of the Servers, and installation and maintenance of the Servers;
- (k) permit Edge and/or its designee, upon reasonable notice to the ISP, to enter the Facilities and to access the Servers during normal business hours, and as otherwise agreed;
- (l) maintain all licenses and registrations required to operate its Network, comply with all applicable laws, and use only legitimate and ethical business practices.
- (m) provide EDGE with written notice at least three (3) days prior to disconnecting or unplugging any Servers following expiration or termination of this Agreement, save as otherwise permitted.
- (n) maintain commercial general or public liability insurance with a minimum limit per occurrence or accident of US \$1,000,000 (or local currency equivalent), and US \$2,000,000 aggregate – or any greater amounts required by applicable law – covering bodily injury, including death, property damage, products and completed operations, contractual liability and personal injury.

3. ISP Restrictions. The ISP shall not:

- (a) open, modify, relocate or interfere with any Servers, unless instructed by EDGE or the Third Party;
- (b) interfere with any network usage of EDGE;
- (c) attempt to interface or interoperate the Servers with any other hardware or software;
- (d) operate switch toggles on the Servers including power, unless instructed by EDGE or the Third Party;
- (e) reconfigure cabling or disconnect any Server(s), unless instructed by EDGE or the Third Party;
- (f) read, copy, reverse engineer, reverse compile, modify, access or remove, any software, logs, network traffic, operating system on the Servers or permit any third party to do so; or
- (g) take any action or fail to take any action that would or would have the effect of (i) creating or allowing any liens that could attach to or otherwise be placed on the Servers; (ii) pledging or granting a security interest in

the Servers.

4. Ownership of the Servers.

- 4.1 The Servers shall remain the property of EDGE or the Third Party, as applicable, at all times. The ISP will not have any ownership interest in any proprietary software, logs, network traffic, operating systems and other software placed on the Servers. The ISP shall perform such acts, execute such documents, and provide any notices reasonably requested by EDGE and / or the Third Party, as applicable, that may be necessary or desirable to protect the Servers from claims, liens or other rights of creditors of the ISP and its affiliates. The ISP represents and warrants to EDGE that there are no existing liens on the contents of the Facility that could attach to or otherwise be placed on the Servers.

5. **Server Software.** The Servers may include access to certain software contemplated to be used by EDGE on such devices. The ISP acknowledges that it receives no license to such software, and that such software is not intended to be distributed, re-distributed, made publicly available, publicly performed or displayed, or provided to any third party. The ISP shall make no copies of such software, nor access such software.

6. **Confidential Information.** Any information that a receiving Party knows or has reason to know is confidential or proprietary (because such information is identified by the disclosing Party orally or in writing as such or is not generally known in the relevant industry) is "Confidential Information" and shall remain the sole property of the disclosing Party. The terms of the Agreement shall also constitute Confidential Information. Neither Party shall disclose, use, modify, copy, reproduce, or otherwise divulge Confidential Information of the other, except as required by law; it being agreed that to the extent either Party is required by law to divulge the other's Confidential Information, such Party shall, unless prohibited by law, immediately notify the other Party and provide it with an opportunity to reasonably object to such disclosure. This section shall not apply to information known to or independently developed by the receiving Party, disclosed in published materials, generally known to the public, or lawfully obtained from any third Party. Neither Party shall use the other Party's name, logo, or marks or distribute any press releases, announcements or other forms of publicity concerning the Agreement, without the other Party's prior written consent.

7. **Data Protection.** The ISP will not have access to and shall not access any User Data. The ISP acknowledges that EDGE's affiliate in Ireland is the data controller of personal data of non-North American users of EDGE ("User Data"). In discharging its obligations under this Agreement, the ISP, to the extent it acts as a data processor, will be responsible for its compliance with all applicable data protection or privacy legislation and will ensure that all necessary registrations and notifications are made. The ISP agrees that it will only deal with and process User Data in compliance with, and subject to, instructions received from EDGE and will not process User Data for any other purpose whatsoever. If the ISP cannot provide such compliance, it shall promptly inform EDGE of its inability to comply in which case EDGE is entitled to immediately terminate the Agreement without liability to the ISP. The ISP shall adopt and maintain appropriate (including organisational and technical) security measures in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of User Data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing and shall ensure that (i) persons employed by it, and (ii) other persons engaged at its place of business, are aware of and comply with the above-mentioned provisions. The ISP agrees to submit its data

processing facilities for audit to ascertain compliance with this Agreement and applicable data protection legislation. If the ISP receives any complaint, notice or communication that relates directly or indirectly to the processing of User Data it shall immediately notify EDGE and, shall provide EDGE with full co-operation and assistance in relation to any such complaint, notice or communication.

8. Anti-Corruption.

- 8.1. In connection with the negotiation and performance of this Agreement, the ISP represents and warrants that it has not engaged in and covenants that it shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or Anything of Value, directly or indirectly, to or from (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law. "Anything of Value" includes, but is not limited to, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, use of materials, facilities or equipment, transportation, lodging, or promise of future employment "Government Official" shall refer to any official or employee of any multinational, national, regional, or local government in any country, including any official or employee of any government department, agency, commission, or division; any official or employee of any government- owned or -controlled enterprise; any official or employee of any public educational, scientific, or research institution; any political party or official or employee of a political party; any candidate for public office; any official or employee of a public international organization; and any person acting on behalf of or any relatives, family, or household members of any of those listed above.
- 8.2. ISP represents and warrants that: 1) ISP is not a Restricted or Denied Person; and 2) the Responsibilities to be performed by ISP under this Agreement, are not subject to or prohibited by UN, U.S. or EU economic sanctions or trade restrictions, as well as any other applicable economic sanctions or trade restrictions. With respect to any individual performing hands and eyes service for Edge, or any individual directly interacting with Edge or Third Party in the performance of this Agreement, in no event shall ISP supply personnel who are citizens and/or permanent residents of a Restricted Country or Territory without prior written authorization from Edge. ISP will not export, re-export, transfer, release, resell, ship, divert, or cause to be exported, re-exported, resold, shipped, or diverted directly or indirectly Servers or Server Software and any other export-control regulated material, including technical data related to this Agreement, (a) to any Restricted Country or Territory or Restricted or Denied Person; (b) to any individual, entity, or country prohibited by any applicable U.S. and non-U.S. export controls and trade sanctions; or (c) for any purpose prohibited by applicable export controls and trade sanctions without the required government authorizations. "Restricted Country or Territory" shall refer to countries or territories subject to comprehensive sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control and/or the U.S. Department of State, including Crimea, Cuba, Iran, North Korea, Sudan, or Syria, as such list may be amended periodically. "Restricted or Denied Person" shall refer to any individual or entity that is subject to sanctions restrictions under lists administered or enforced by a Sanctions Authorities or any individual or

entity that is located, organized or resident in a Restricted Country or Territory.

9. Term and Termination

- 9.1. This Agreement shall become effective on the Effective Date and will continue for a period of one (1) year, automatically renewing thereafter for additional one (1) year periods, unless either Party notifies the other of its intent to not renew at least ninety (90) days prior to the expiration of the Term, or otherwise provided herein. The initial term and all renewal terms are collectively referred to as the "Term." Notwithstanding expiration of this Agreement, the terms and conditions of the Agreement will continue to apply to all Orders entered into pursuant to this Agreement until the expiration or termination of the term of such Orders.
- 9.2. Either Party may terminate this Agreement by providing at least ninety (90) days advanced written notice to the other Party. Upon written termination notice, EDGE shall remove the Server(s) from the ISP's facility within ninety (90) days, or sooner where reasonably possible.
- 9.3. Either Party may terminate this Agreement if the other Party materially breaches the Agreement and such breach continues unremedied for thirty (30) days following delivery of written notice. Upon either Party's failure to remedy such a breach after thirty (30) days, the Agreement shall be terminated and EDGE shall remove the Server(s) from the ISP's facility within sixty (60) days thereafter, or sooner where reasonably possible.
- 9.4. In the event that ISP breaches section 8 (Anti-Corruption & Trade Compliance) or either Party materially breaches any applicable law relating to the performance of its obligations hereunder, the other Party shall have the right, in its sole discretion, to terminate the services and the ISP shall have the right to request EDGE to remove, and EDGE shall have the right to remove, the Server(s) from the Facilities effective immediately upon delivery of written notice, regardless of remedy or cure or efforts to do so by the Party receiving such notice.
- 9.5. Upon (i) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of a Party; (ii) the making of an assignment for the benefit of creditors by a Party; or (iii) the dissolution of a Party, the other Party may terminate this Agreement effective immediately upon delivery of written notice, regardless of remedy or cure or efforts to do so by the Party receiving such notice. Upon delivery of written termination notice, EDGE shall remove the Server(s) from the ISP's facility within ninety (90) days, or sooner where reasonably possible.
- 9.6. Upon expiration of the Term, or earlier termination of the Agreement, the ISP shall cooperate with EDGE to return the Servers to EDGE, the Third Party, or its designee, at EDGE's reasonable cost.

10. Liability.

- 10.1. EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SECURITY.
- 10.2. EXCEPT FOR EACH PARTY'S LIABILITY ARISING OUT OF ITS INDEMNIFICATION, PAYMENT (IF

ANY, INCLUDING UNDER SECTION 2(h)), AND CONFIDENTIALITY OBLIGATIONS AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, A) LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED US \$25,000 AND B) NEITHER PARTY SHALL BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY; PROVIDED HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES RESULTING FROM THE INTENTIONAL MISCONDUCT OF A PARTY.

11. Indemnification.

11.1. The ISP agrees to defend, indemnify and hold EDGE, its affiliates, and their respective officers, directors, employees, contractors, customers, and agents harmless against (a) any third party action arising out of or relating to the ISP's violation of law, death or injury of any person, damage to real or personal property caused by the ISP's negligence or willful misconduct, (b) any actual or alleged infringement of any intellectual property rights by any materials or services provided by the ISP under this Agreement, or (c) any claims, losses, damages, or expenses arising out of or related to any breach of the section 8 (Anti-Corruption & Trade Compliance).

11.2. EDGE agrees to defend, indemnify and hold the ISP, its affiliates, and their respective officers, directors, employees, contractors, customers, and agents harmless against any third party action arising out of or relating to death or injury of any person, or damage to real or personal property caused by EDGE's negligence or willful misconduct.

12. Governing Law. The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of New York (if the ISP is located in the U.S.) and England (if the ISP is located outside the United States).

13. Miscellaneous.

13.1. Assignment: Neither Party may, without the prior written consent of the other Party, assign the Agreement, in whole or in part, either voluntarily or by operation of law. Any change in control in the ownership of a Party shall be deemed to be an assignment; provided however, that a pro forma internal reorganization of either Party shall not be considered an assignment requiring the other Party's consent under this section. This Agreement is binding upon and inures to the benefit of each Party and its successors and permitted assigns.

13.2. Sovereign Immunity: ISP acknowledges that this Agreement is commercial in nature, and accordingly, to the extent available, expressly and irrevocably waives any claim or right to sovereign immunity with regard to any controversy or dispute arising in connection with these terms.

13.3. Contact & Location Details: As soon as practicable after the Effective Date, the Parties will advise each other in writing (which may be sent electronically) of the following:

(a) Technical contact details (including a phone number and email address) for its Network Operations

Contacts that are responsible for maintenance of its network on a 24 x 7 basis;

- (b) Host network Autonomous System Number (ASN);
- (c) Equipment location (address/floor/rack);
- (d) DNS resolver IP addresses;
- (e) Shipping contacts (phone number and email address);
- (f) Administrative contact (phone number and email address).

13.4. Notices: Any notice shall be in writing, may be sent electronically, delivered by personal delivery, an established overnight courier, or mailed by certified mail, return receipt. Such notice will be deemed to have been given as of the date it has been so delivered, except in the case of a notice mailed by certified mail, which shall be deemed to have been given ten days after it has been mailed. All notices or other formal communications to be delivered under this Agreement shall be addressed as follows:

(a) If to the ISP:

Green Computer & Mobile Care,
3 No. Amin R/A, S.S. Shah Road, Bandar, Dhaka, Narayanganj, 1410, Bangladesh.

(b) If to EDGE:

Edge Network Services Limited
4 Grand Canal Square
Dublin 2, Ireland

With copy to:

Attn: Associate General Counsel, Network Infrastructure Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025, USA

13.5. Entire Agreement: This Agreement, represents the entire understanding of and agreement between the Parties in relation to its subject matter and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

13.6. Amendment: This Agreement may only be changed in writing mutually signed by the Parties.

13.7. Waiver: No failure or delay of either Party to exercise or enforce any of its right operates as a waiver of any such right.

13.8. Severability: If any provision is held unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions shall remain in effect.

13.9. Force Majeure: If either Party is prevented from performing any of its obligations due to any cause beyond the Party's reasonable control, that Party's performance will be excused for the period of the delay or inability to perform due to such occurrence; provided, however, that if a Party suffering such a cause is unable to cure that event within thirty (30) days, the other Party may terminate this Agreement immediately.

13.10. No Partnership: The Parties are independent contractors and agree that nothing in this Agreement establishes a landlord/tenant, joint venture, or agency relationship between the Parties.

13.11. Governing Language: This Agreement has been prepared in the English language but in the event it is

translated and a conflict arises between the translation and English version, for purposes of interpretation and construction of the Agreement, the English language version of the Agreement shall prevail and govern.

13.12. Electronic Signatures: The Parties hereby agree that electronic signatures, including facsimile and email transmissions of signed originals shall be accepted and are hereby deemed legally binding and enforceable.

13.13. Survival: The provisions of sections 2(l) and 9.4 (compliance with law), section 6 (Confidential Information), section 12 (Governing Law), section 10 (Liability), section 7 (Data Protection), section 8 (Anti-Corruption & Trade Compliance), and any other provisions of this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement shall survive termination.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative on Friday, January 17, 2020 ("Effective Date").

ISP: Green Computer & Mobile Care



Murad (Jan 18, 2020)

Print Name: Murad

Title: CEO



Edge Network Services Limited



Print Name: Gareth Lambe

Title: Director, EMEA & APAC