



Asia Pacific Master Terms and Conditions

1. Scope and Overview of the Agreement

1.1 **Scope.** The Agreement consists of: (a) the Master Terms and Conditions ("Master Terms"); and (b) the Service Order (including the Service Attachment (s), the Credit Documentation (if any) and the Addendum (if any)) to the exclusion of any purchase order, confirmation, terms and conditions or other document issued or provided by Customer ("Agreement"). The Agreement is binding on Customer upon the Commencement Date and upon Verizon Business on its acceptance of the Service Order. To the extent there is any inconsistency between the terms set out in (a) and (b) the Service Order will prevail over the Master Terms. Within the Service Order, the Credit Documentation (if any) will prevail over the Addendum (if any) and the Service Attachment(s), and the Addendum (if any) will prevail over the Service Attachment(s). Each Service Order will create an individual contract relationship between the Parties to such Service Order. In addition to any provisions set forth in the Agreement, the Service will be subject to all mandatory local law requirements, including but not limited to the regulatory and data protection requirements in the relevant jurisdiction/s.

1.2 **Definitions.** In the Agreement the following terms and phrases will have the following meanings:

- **"Acceptable Use Policy"** means the then-current version of the Verizon Business Acceptable Use Policy (as may be changed by Verizon Business from time to time) applicable to the countries in which Customer uses the Service (and in the event no policy exists for a country, the U.S. policy will apply). The applicable policy will be available at the following URL: www.verizonbusiness.com/terms/aup or other URL designated by Verizon Business.
- **"Addendum"** means the specific agreement (if any) by which Verizon Business may agree to vary the terms of the Agreement or provide specific obligations in relation to credit arrangements or the provision of Security. An Addendum may pertain to one or more Agreements.
- **"Affiliate"** means any entity or person Controlled by, Controlling, or under common Control with, a Party.
- **"Business Day"** shall mean every day excluding Saturdays, Sundays and any national holidays in the jurisdiction where the Service is provided.
- **"Cause"** is defined as a breach by the other Party of any material provision of the Agreement.
- **"Charges"** means all fees and charges payable by Customer to Verizon Business including monthly recurring, usage based, one time, set up, equipment or other charges as specified in the Service Order (or elsewhere in writing) and may include third party charges.
- **"Commencement Date"** means the date Customer executes the Service Order.
- **"Confidential Information"** is defined as information (in whatever form) (i) designated as confidential; (ii) relating to the Agreement or to potential changes to the Agreement; (iii) relating to the Party's business affairs, networks, customers, products, developments, trade secrets, know-how or personnel (including in the case of Customer, Customer Data); or (iv) received or discovered during the term by a Party (including through an Affiliate or other agent) which should reasonably have been understood as confidential to the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a third party free to disclose it; or (d) is developed independently by the receiving Party without reference to the Confidential Information.
- **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract, or otherwise.
- **"Credit Documentation"** includes but is not limited to any documentation (including but not limited to an Addendum) by which credit arrangements are provided by Verizon Business to Customer which documentation may include variations to payment terms or arrangements with respect to Security. Credit Documentation may pertain to one or more Agreements.
- **"Customer"** means the Party identified as Customer on the Service Order.
- **"Customer Data"** shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of Customer, its employees or authorised End Users of the Service, and other data provided to or obtained by Verizon Business, its Verizon Business Affiliates and their respective agents in connection with the provision of Service. **"Regulated Customer Data"** is that Customer Data, the use,

processing or transfer of which is regulated by law or regulations as “personal data” where Verizon Business, its Affiliates or their respective agents come into possession of such Customer Data.

- **"Customer Equipment"** means equipment, systems, cabling and facilities provided by Customer and used in conjunction with the CPE and the Service Equipment (as applicable) in order to obtain and/or use the Service.
- **"CPE" or "Customer Premises Equipment"** means equipment (whether owned or rented by Customer), which is located at the Customer Site for the purposes of receiving the Service.
- **"Customer Site"** means the property or building specified in the Service Order to which the Service will be provided and may include, if the context requires, third party or Verizon Business premises at which CPE or Customer Equipment is colocated.
- **"Disputed"** is defined as an amount for which Customer disputes and has given Verizon Business notice, adequately supported by bona fide explanation and documentation (including the specific legal basis and facts on which the dispute is based) in accordance with the provisions of clause 9 of the Master Terms.
- **"End Users"** means any user of the Service provided to Customer by Verizon Business and may include third parties or Customer Affiliates.
- **"Force Majeure Event"** means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not a Force Majeure Event.
- **"Initial Service Term"** means the initial period from the Service Activation Date for which the Service will be provided to Customer as stated in the Service Order or, if not stated, one year from the Service Activation Date.
- **"IP"** means Internet Protocol.
- **"Local Access"** means the connection between the CPE and the Network and may be provided by Verizon Business or a third party.
- **"Network"** means any network or system, cable, transmission facility owned, leased, operated or managed by or on behalf of Verizon Business.
- **"Normal Business Hours"** means the hours of 9am to 5.00pm on a working day in the location of Verizon Business or the location in which the Customer Site is located, at the election of Verizon Business.
- **"Party" and "Parties"** means individually as a Party: Customer and Verizon Business as the context requires, or including Customer and Verizon Business collectively: Parties.
- **"Provisioning Entity"** means the entity providing or assisting in the provision of the Service to Customer and may include any Verizon Business Affiliate or sub-contractor, including licensed carriers or service providers.
- **"Regulations"** means any legislation, regulation or administrative order governing the provision of telecommunications, internet and other network services applicable in the jurisdiction in which the Service is to be provided.
- **"Security"** means a cash deposit, director's guarantee, parent company guarantee, credit card payment, direct debit guarantee or bank guarantee or any combination of these as determined by Verizon Business.
- **"Service"** means the specific service supplied by Verizon Business or a Provisioning Entity to Customer identified in the Service Order and any related Service Equipment, support, consulting or other ancillary services provided hereunder. The Service will include any changes, modifications or variations made to the Service from time to time during the Term.
- **"Service Activation Date"** means, (a) with respect to internet, data and on-network voice services, the date the hub and telephone circuits are prepared to route packets or cells to the Customer Site; (b) with respect to off-network voice services, the date the calling line identification is provisioned; and (c) with regard to other Services, the earliest of (i) the date identified in the relevant Schedule or Service Order, (ii) the date that Verizon Business or its Provisioning Entity dispatches notice to Customer (or Customer's representative as stated in the Service Order) that the Service is ready for use; or (iii) the date Customer begins actual use of the Service.
- **"Service Attachment"** means the attachment to the Service Order which contains the description of the Service to be provided together with any Service or country specific terms and conditions.
- **"Service Equipment"** means the equipment, systems, cabling and facilities provided by or on behalf of Verizon Business at Customer Site in order to make the Service available to Customer and for the avoidance of doubt, excludes the Network. Ownership of the Service Equipment does not pass to Customer from Verizon Business.
- **"Service Level Agreement" or "SLA"** means the SLA, if any, applicable to the Service. SLAs may be contained in the Service Order or are otherwise found at www.verizonbusiness.com/terms/asiapac. SLAs are only applicable where indicated in the Service Order.

- **"Service Order"** means the Verizon Business documents by which the Service may be ordered and may include but be not limited to sales order forms, service details and descriptions, Service Attachments, Credit Documentation, and any agreed Addendum/s.
- **"Tax/Taxes"** means all taxes (whether existing or new), tax-like charges, and tax related and other surcharges including but not limited to goods and services tax, withholding taxes and other applicable sales tax or duty.
- **"Term"** means the period from the Commencement Date until this Agreement is validly terminated in accordance with its terms and includes the Initial Service Term together with any agreed (whether express or implied) extension.
- **"Verizon Business"** means the Verizon Business entity identified on the front page of the Service Order and will where the context requires include Verizon Business Affiliates and Provisioning Entities.
- **"Verizon Business Indemnitees"** means Verizon Business, its Affiliates and Provisioning Entities and their respective agents and subcontractors.

2. Service Orders and Delivery of Service

- 2.1 **Service Orders and Acceptance.** To order the Service, Customer will complete and submit a completed Service Order to Verizon Business. Customer warrants the accuracy of the Customer provided details contained in the Service Order. Verizon Business reserves the right to reject any submitted Service Order for any reason, whether previously accepted by Verizon Business or not, including but not limited to (a) inability or impracticality of providing the Service; or (b) the Service no longer being commercially offered by Verizon Business in that geographic location. Except as otherwise stated in the Service Order, Customer is deemed to have accepted a Service upon the Service Activation Date.
- 2.2 **Use of Provisioning Entities.** Without releasing it from any of its obligations, Verizon Business may at any time, and without notice, utilise the services of one or more Provisioning Entities in connection with the performance of its obligations under the Agreement.
- 2.3 **Modification of Service.** Verizon Business reserves the right to modify the Service including by substituting the Service Equipment used to furnish the Services or changing the configuration or routing of its Service Equipment and Network, or to change any applicable access code for receipt of the Service. If a change to the Service has a material adverse effect on its functionality, Customer may notify Verizon Business in writing of the existence and nature of the material adverse effect within 30 days from the time the Service was modified. If Verizon Business fails to correct the material adverse effect within 30 days of receiving Customer's notice, Customer may, within 10 days thereafter, terminate the Service without any termination liability (except for payment of all Charges up to the effective date of such Service discontinuance) upon 30 days notice to Verizon Business.
- 2.4 **Verizon Business Performance.** In performing its obligations under the Agreement Verizon Business will at all times exercise the reasonable care and skill of a competent provider engaged in the same type of undertaking under the same or similar circumstances in the relevant country.
- 2.5 **Service Level Agreement.** The applicable SLA (if any) will only apply to the Service if Customer agrees to an Initial Service Term of at least one year. Verizon Business reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate the Service without early termination liability (except for payment of all Charges up to the effective date of such Service discontinuance) by providing Verizon Business at least 30 days notice of termination during the 30 days following notice of such amendment. The SLA sets forth Customer's sole remedies for any claim relating to the Service or the Network, including any failure to meet any guarantee set forth in the SLA. Verizon Business' records and data shall be the basis for all SLA calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in any calendar month under the SLA shall not exceed the recurring monthly Charge and/or start-up Charge which, absent the credit, would have been charged for the Service that month.
- 2.6 **Credit.** The agreement of Verizon Business to extend credit to Customer, or to vary credit limits already extended (whether up or down) from time to time during the Term shall be at the absolute discretion of Verizon Business and any such credit will be provided in accordance with the Credit Documentation. At any time during the Term, Verizon Business may carry out a credit check against Customer. Customer will co-operate in providing Verizon Business with any financial information that may be reasonably required to assist Verizon Business with such credit check.
- 2.7 **Security.** In order to reasonably secure payment from Customer, Verizon Business may, at any time during the Term, request Customer to provide Security or increase existing Security. Customer must comply with any such request.
- 2.8 **Resale.** Unless the Service is a wholesale service or otherwise specified in the Service Order, Customer is not permitted to and will not resell, charge, transfer or otherwise dispose of the Service (or any part thereof) to any third party. The terms and conditions of the Agreement and the Charges for the Service are expressly agreed on the basis of this clause.

- 2.9 **Delivery of Service.** Verizon Business will determine the most appropriate means of providing the Service including using a Provisioning Entity to deliver all or part of the Service and the method, technology and route of delivery of the Service to Customer. Prior to the provision of the Service Verizon Business may conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to Customer.
- 2.10 **Monitoring.** Customer acknowledges that Verizon Business (a) may monitor Customer's use of the Service to the extent required by law or for the maintenance of the Network or Customer's Service; and (b) will intercept any Service or data being transmitted over the Service as required by law. Nothing in this clause shall be construed as obliging Verizon Business to monitor Customer's use of the Service.

3. Customer Obligations

- 3.1 **Access.** Where Verizon Business requires access to a Customer Site in order to provide a Service, Customer shall grant or shall procure the grant to Verizon Business at no cost to Verizon Business of such rights of access to each Customer Site, including any necessary licenses, waivers or consents. Customer shall advise Verizon Business in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at a Customer Site, and Verizon Business shall use all reasonable endeavours to observe and ensure that its employees and authorised representatives observe such regulations and requirements as advised whilst at a Customer Site.
- 3.2 **Assistance.** Customer shall provide Verizon Business with such facilities and information as Verizon Business may reasonably require to enable the performance of its obligations or exercise of its rights under the Agreement.
- 3.3 **Service Equipment.** Where Verizon Business provides Service Equipment in order to make the Service available, Customer warrants and undertakes that it shall: (a) use the Service Equipment only for the purpose of receiving the Service and in accordance with reasonable instructions of Verizon Business from time to time and/or any software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or the Network; (c) insure and keep insured all Service Equipment installed at each Customer Site against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at all times belong and remain with Verizon Business, a Verizon Business Affiliate or their subcontractor; (e) permit Verizon Business to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with the reasonable instructions of Verizon Business in relation to the modification of Customer Equipment to enable Customer to receive the Service, at its own expense; and (g) upon termination of the Service, allow Verizon Business access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate the Service, Verizon Business is not obliged to restore that Customer Site to the same physical state as prior to the Service being delivered. Customer shall be liable for any and all damage to Service Equipment or the Network which is caused by (i) the act or omission of Customer or Customer's breach of the terms of the Agreement; or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer Equipment. Verizon Business is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.
- 3.4 **Licences.** Customer warrants that it holds and shall continue to hold such licenses and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Service and to run and connect Customer Equipment to the Network and Service Equipment. Verizon Business reserves the right to disconnect any Customer Equipment where Customer has failed to comply with the provisions of this sub-clause 3.4 and Verizon Business shall in no event be liable in respect of Customer's failure to comply with this sub-clause 3.4.
- 3.5 **Local Access.** When the Local Access option is selected in the Service Order, Verizon Business will order the Local Access and Customer agrees to pay to Verizon Business all Charges associated with the Local Access (including any Verizon Business charges for administration). Local Access is provided to Customer subject to the applicable terms and conditions of use (including any applicable service term and cancellation fees) of the third party provider of the Local Access. Installation may be scheduled during the period notified by Verizon Business and if Customer requires installation outside of this period Verizon Business may charge additional fees. Any facilities and extra cabling necessary within Customer's building, in particular the connection between the Local Access entrance point and Customer's connection point, are not included and are Customer's responsibility and must be completed prior to the date that the Service is ready for use. Unless otherwise indicated on the Service Order, Verizon Business does not proactively monitor or manage the Local Access.
- 3.6 **Compliance with Law and Regulation.** The Service is provided subject to all applicable laws and regulations. Customer will comply, and ensure that End Users of the Service comply, with the Acceptable Use Policy and all applicable laws and regulations including without limitation: (a) local license or permit requirements; and (b) applicable export/re-export, sanctions, import and customs laws and regulations. Verizon Business makes no

representation as to whether any regulatory approvals, if any, required by Customer to use the Service will be granted.

4. Payment

- 4.1 **Accrual of Charges.** Unless otherwise indicated in the Service Order, Verizon Business will accrue and invoice the Charges as follows: (a) monthly recurring Charges accrue from the Service Activation Date and are invoiced monthly in advance; (b) usage based Charges accrue from the Service Activation Date and are invoiced monthly in arrears; (c) one time or set up Charges accrue from the Commencement Date and are invoiced at any time thereafter; and (d) Charges for CPE are invoiced in accordance with the CPE Service Attachment. Verizon Business may invoice Customer up to 6 months after the date a Charge accrues; for Charges invoiced after that, Customer may request a credit (except that in cases involving fraud or third party charges, Charges may be invoiced without the time limitation stated above applying provided that they are invoiced within a reasonable period after Verizon Business becomes aware of such Charges). Where an element of the Service is rendered directly from a third party carrier to Customer and where that third party carrier does not have a one-stop billing arrangement with Verizon Business that allows Verizon Business to invoice Customer on behalf of the third party, Customer shall pay for the element directly to the third party carrier.
- 4.2 **Variation of Charges.** Verizon Business may vary its Charges as follows: (a) for voice services at any time upon 7 days prior notice to Customer; (b) for all other Charges at any time upon the expiration of the Initial Service Term upon 14 days prior notice to Customer.
- 4.3 **Currency.** If a conversion of currency is necessary in respect of the Service Order the conversion rate between the local currency and the US Dollar shall be the rate set out on Verizon Business price list from which the Charges for the Service are derived or such other rate as notified by Verizon Business from time to time. All amounts invoiced under the Service Order shall be in the chosen currency for the entire Term.
- 4.4 **Payment of Invoices.** Except in the case of a Disputed invoice (in which case clause 9 will apply) Customer will pay all invoices within 30 days of the invoice date.
- 4.5 **Charging.** Customer agrees that Verizon Business may directly invoice and collect from Customer all applicable Charges. At Customer's request, invoices may, at the discretion of Verizon Business, be sent to and Charges may be collected from Customer Affiliates, but Customer shall remain fully responsible for payment of any such Charges whether in receipt of the invoice or not. Verizon Business may specify the currency and method of remitting payment of Charges.
- 4.6 **Failure to Make Payment.** Invoices not paid or Disputed on or before 30 days from the invoice date will be past due, and Customer will pay a late-payment charge equal to the lesser of: (a) 1.5% per month, compounded; or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. Verizon Business may also: (c) collect a past due amount by setting it off against any Security and requiring the Security to be increased by an additional amount; (d) exercise a general lien over any Customer Equipment housed on the premises of Verizon Business or in the possession of Verizon Business whether pursuant to the Agreement or any other agreement with Verizon Business or its Affiliates for all sums payable by the Customer to Verizon Business under this Agreement or any other agreement with Verizon Business or its Affiliates; (e) to the extent permitted by and in accordance with local law, Verizon Business will have the right to sell any Customer Equipment the subject of its general lien in 4.6(d) above by public auction or private treaty, and may apply any monies arising from such sale toward all sums payable under this Agreement or any other agreement with Verizon Business or its Affiliates or any fees, expenses or charges relating to the housing, storage and sale of the Customer Equipment; (f) suspend Services in accordance with clause 5; and/or (g) terminate the Agreement in accordance with clause 7. Customer agrees to pay Verizon Business its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the Agreement.
- 4.7 **Tax/Taxes.** Unless otherwise indicated all Charges or other sums which may from time to time be due, owing or incurred to Verizon Business are stated exclusive of Tax/Taxes which Tax/Taxes shall be payable by Customer at the then prevailing rate where the Service is provided. Verizon Business is solely responsible for Tax/Taxes based on the net income of Verizon Business. If any payment is subject to reduction by reason of a required deduction or withholding of any Tax/Taxes, Customer agrees to pay Verizon Business such further amount as may be necessary so that the aggregate net amount received by Verizon Business, after deduction or withholding of any Tax/Taxes, shall be the same amount as would have been received by Verizon Business if there had been no requirement to deduct or withhold any Tax/Taxes.
- 4.8 **Setoff.** Verizon Business will be entitled, in its sole discretion, to offset any amounts owed by Customer or any of its Affiliates to Verizon Business or its Affiliates pursuant to the Agreement or any other agreement between the Parties or their Affiliates against any amounts payable by Verizon Business or its Affiliates to Customer or its Affiliates.

5. Service Suspension

- 5.1 **Suspension.** Verizon Business may, subject to giving Customer reasonable notice where practicable, and without any prejudice to its rights to terminate the Service, suspend the Service or a part thereof if: (a) Customer is past due on any invoice for the Service (excluding Disputed amounts) which has not been remedied within 7

days after Customer receives notice (which notice may be oral or in writing) of such non-payment; (b) Verizon Business is entitled to issue a notice to terminate or to otherwise terminate the Service pursuant to clause 7.1(b) or 7.2; (c) suspension of the Service is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon Business personnel, agents, facilities, or services; (d) Verizon Business is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority; (e) Verizon Business needs to carry out emergency works to the Network, a component of the Service or Service Equipment; (f) Verizon Business has reasonable grounds to consider that use of the Service violates the Acceptable Use Policy; (g) in the case of voice services, Verizon Business has reasonable grounds to believe that Customer is unable or otherwise will not make any payment which is due or is to fall due to Verizon Business; or (h) Verizon Business or any Verizon Business Affiliate has suspended any service provided by Verizon Business or any Verizon Business Affiliate to Customer or any Customer Affiliate whether in the same jurisdiction as the Service or elsewhere as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate. To suspend the Service pursuant to sub-clause (a) above, no notice is required beyond the 7 days stated therein. 24 hours notice (which notice may be oral or in writing) of suspension is acknowledged by the Parties as being reasonable notice for the purposes of sub-clause (g).

5.2 **Resumption of Service.** If Verizon Business exercises its right to suspend the Service pursuant to clause 5.1 it will use all reasonable endeavours to resume the Service as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon Business).

5.3 **Reasonable Expenses.** If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon Business all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the provision of the Service.

6. Liability

6.1 **Limitation.** Without limiting the provisions of sub-clause 6.2 below, the total liability of each Party (including any Provisioning Entity) to the other in contract, tort or otherwise (including negligence or breach of statutory duty) in connection with the Agreement is limited to the lesser of (a) direct damages proven by the moving Party or (b) the aggregate amounts due from Customer to Verizon Business under the Agreement for the 6 monthly periods prior to accrual of such claim or cause of action for the portion of the Service or documentation which forms the basis for such cause of action.

6.2 **Disclaimer of Certain Damages.** Neither Party is liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with the Agreement, the Service, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages.

6.3 **Scope.** The liability of Verizon Business with respect to the Service may also be limited pursuant to other terms and conditions of the Agreement. Customer acknowledges and accepts the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in this clause 6 and the Agreement.

6.4 **Exclusions.** Sub-clause 6.1 does not limit (a) either Party's liability: (i) in tort for its willful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a Party's gross negligence (where such concept is recognized in a particular jurisdiction), or (iii) Customer's indemnification obligation under sub-clause 6.5 below, (b) Customer's payment obligations under the Agreement (including any early termination payments under clause 7.5), (c) the obligation of Verizon Business to provide credits and waivers under the Agreement, or (d) any other liability that cannot be legally excluded, restricted or modified as a result of the applicable Regulations.

6.5 **Indemnity.** Customer will defend, indemnify and hold harmless the Verizon Business Indemnitees, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Business Indemnitees arising out of any of the following allegations by a third party: (a) Customer's connection of the Service to any third-party service or network; (b) violation, misuse or misappropriation by Customer, or End Users, of the trademarks, copyrights, trade secrets, or other proprietary rights or intellectual property rights of Verizon Business, Verizon Business Affiliate or of a third party (other than a third-party claim that Verizon Business does not own Verizon Business service marks or trade marks); (c) Customer's breach of the Agreement, including, but not limited to, Customer's violation of the Acceptable Use Policy (whether by itself or its End Users); or (d) the unauthorized use of or access to the Service or the Network by any person using Customer's systems or network. Notwithstanding any other provision of the Agreement, Customer will pay all expenses and costs, including costs of investigation, court costs, and reasonable attorneys' fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Business Indemnitees in enforcing this provision.

- 6.6 **Limitation of Liability.** No cause of action, under any theory which accrued more than 1 year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other, to the extent permitted by law.
- 6.7 **Warranties.** Except as expressly set forth in the Agreement all warranties, representations or agreements whether oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the maximum extent permitted by law.
- 6.8 **Implied Terms.** Certain applicable Regulations may imply terms, warranties or conditions that cannot be excluded, restricted or modified. The Agreement must be read subject to those Regulations. However, where such provisions apply and Verizon Business is so entitled, Verizon Business hereby limits its liability to either of the following options at its sole election: (a) in the case of goods, the repair, replacement or resupply of the goods or equivalent goods or the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

7 Term and Termination

- 7.1 **Termination by Either Party.** Either Party may terminate the Service on the occurrence of one of the following events: (a) on 60 days notice to take effect on or at any time after the expiry of the Initial Service Term; (b) forthwith by notice for Cause which a Party fails to remedy within 14 days of having been notified in writing of the Cause; or (c) immediately by notice if the other Party has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other Party becomes subject to an administration order it enters into any voluntary arrangement with its creditors it ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law.
- 7.2 **Verizon Business Termination.** Notwithstanding any other provision, Verizon Business may terminate the Service immediately on notice to Customer if: (a) a suspension made pursuant to clause 5.1 continues for a period of more than 7 days (except to the extent that a suspension under sub-clauses 5.1(d) or (e) falls within the definition of Force Majeure Event and then the provisions of clause 8 will apply); (b) Customer is past due on any invoice for the Service (excluding Disputed amounts) which has not been remedied within 7 days after Customer receives notice (which notice may be oral or in writing) of such non-payment; (c) Customer fails to provide or increase the Security as requested by Verizon Business; or (d) Verizon Business or any Verizon Business Affiliate is entitled to terminate any service provided by Verizon Business or any Verizon Business Affiliate to Customer or any Customer Affiliate whether in the same jurisdiction as the Service or elsewhere for Cause.
- 7.3 **Service Cessation.** Verizon Business may terminate the Service on 60 days notice to Customer if it ceases to provide the Service on a commercial basis at the location where Customer is provided the Service.
- 7.4 **Customer Termination.** Customer may terminate a Service prior to the expiration of the Initial Service Term in accordance with clause 2.3 or 2.5 (where applicable).
- 7.5 **Consequences of Termination.** In the event of termination of the Service for any reason other than for Cause by the Customer in accordance with sub-clause 7.1(b) or pursuant to clauses 2.3, 2.5, 7.3 or 8, Customer must pay to Verizon Business the Early Termination Fee which is acknowledged to be a genuine pre-estimate of the loss suffered by Verizon Business as a result of such early termination and not a penalty. The Early Termination Fee will become due and payable by Customer immediately upon receipt of an invoice. Early Termination Fee means as follows:
- 7.5.1 if the termination is after the Commencement Date but prior to the Service Activation Date, the Early Termination Fee will consist of (a) any termination charges or other costs or expenses incurred by Verizon Business for the cancellation of the Local Access or related services or equipment provided to Verizon Business in connection with the Service; (b) an amount equal to a prorata portion of any capital expenditure incurred by Verizon Business in relation to the provision of the Service; and (c) an amount equal to 3 times the recurring monthly Charge ("MRR") for the Service (excluding Charges relating to the Local Access to the extent these have been included under sub-clause 7.5.1 (a)); or
- 7.5.2 if the termination is after the Service Activation Date but prior to expiration of the Initial Service Term, the Early Termination Fee will consist of (a) all accrued but unpaid Charges incurred through the date of such termination; (b) any termination charges or other costs or expenses incurred by Verizon Business for the cancellation of the Local Access or related services or equipment provided to Verizon Business in connection with the Service; (c) an amount equal to a prorata portion of any capital expenditure incurred by Verizon Business in relation to the provision of the Service; and (d) an amount equal to 75% of the MRR for the Service (excluding Charges relating to the Local Access to the extent these have been included under sub-clause 7.5.2 (b)) multiplied by the number of months remaining in the unexpired portion of the Initial Service Term.
- 7.6 **Survival.** Certain provisions of the Agreement are intended to have effect after the expiration or termination of the Agreement including but not limited to clauses 3.3 (Service Equipment), 6 (Liability), 7.5 (Consequences of

Termination), 10 (Confidentiality), 11 (Customer Data and Privacy), 12.5 (No Publicity), and this clause 7.6 will continue to bind, and to be enforceable by, the Parties to the Agreement.

8. Force Majeure

- 8.1 **Notice of Event.** If a Force Majeure Event arises, the affected Party shall give notice to the other Party as soon as reasonably practical of the: (a) Force Majeure Event; (b) anticipated duration of any delays arising from the Force Majeure Event; (c) obligations the affected Party is prevented and/or likely to be prevented from performing under the Agreement; and (d) affected Party's plans to work around or minimise the impact of the Force Majeure Event.
- 8.2 **Termination Right.** Each Party shall make all reasonable efforts to minimise the effects of the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations under the Agreement for 30 days or such other period as the Parties agree in writing, then either Party may in its sole discretion immediately terminate the Agreement by giving notice of termination to the other Party.
- 8.3 **Consequences of Termination.** Where the Agreement is terminated by a Party in accordance with sub-clause 8.2:
- 8.3.1 Verizon Business shall be entitled to payment of: (a) all accrued but unpaid Charges incurred through the date of such termination; together with (b) any termination charges or other costs or expenses incurred by Verizon Business for the cancellation of the Local Access or related services or equipment provided to Verizon Business in connection with the Service; and
- 8.3.2 the Parties shall otherwise bear their own costs and shall be under no further liability to perform the Agreement.

9. **Disputed Invoices.** If an invoice is to be Disputed, Customer will within 30 days of the date of the invoice, deliver a notice to Verizon Business setting out the nature of the dispute. Such notice will in particular contain the following information: (a) date and number of the Disputed invoice; (b) amount Disputed; (c) reason Disputed; and (d) supporting documentation as appropriate. If an invoice is not Disputed, Customer will be deemed to have accepted the Charges on the invoice as being correct and will pay the Charges by the invoice due date. In respect of Disputed invoices, Customer will pay all undisputed Charges when due. In the event the dispute is not deemed valid by Verizon Business (in its reasonable opinion) all withheld Charges will become due and payable on the later of: (a) the current due date under the relevant invoice; or (b) within 5 days of notification by Verizon Business to Customer of that determination, and clause 4 will apply. The parties will use all reasonable endeavours to resolve Disputed invoices as soon as is reasonably practicable.

10. **Confidentiality.** Each Party promises that during the Term and for 3 years after, it will use the other Party's Confidential Information only for purposes of the Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). A Party may disclose the other Party's Confidential Information only (a) to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement, or (b) pursuant to law, regulation or court order. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under part (a) of the preceding sentence. Before disclosing the other Party's Confidential Information pursuant to law, regulation or court order, a Party must notify the other Party as far in advance as commercially practicable (if not prohibited by law) to enable the other Party to seek a protective order, and must make reasonable efforts to assure the disclosed information is treated confidentially. Confidential Information remains the property of the disclosing Party and, upon request of the disclosing Party, must be returned or destroyed when the Agreement ends. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party will be entitled to specific performance and injunctive or other equitable relief as a non-exclusive remedy. In the event the Parties have signed a separate confidentiality agreement which applies to the Service the terms of this clause will take precedence over that agreement to the extent of any inconsistency.

11. Customer Data and Privacy

- 11.1 **Customer Data.** Customer acknowledges that Verizon Business, its Affiliates and their respective agents will, by virtue of the provision of the Service, come into possession of Customer Data.
- 11.2 **Protection Measures.** Verizon Business shall implement appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing. Customer acknowledges that it has the right to access Regulated Customer Data upon notice and have any agreed errors in such Regulated Customer Data rectified.
- 11.3 **Use of Customer Data.** Customer acknowledges and agrees that Verizon Business, its Verizon Business Affiliates and their respective agents may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information):
- 11.3.1 in connection with the provision of the Service;

11.3.2 to incorporate Customer Data into databases controlled by Verizon Business and its Affiliates for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis; and

11.3.3 to communicate to Customer regarding products and services of Verizon Business and its Affiliates by voice, letter, fax or email.

11.4 **Withdrawal of Consent.** Customer may withdraw consent for such use, transfer or processing of Customer Data as set out above, unless it is required to (a) provision, manage, account and bill for the Service; (b) carry out fraud detection; or (c) comply with any statutory obligation, regulatory requirement or court or other public authority order, by sending notice to Verizon Business in accordance with the prescribed form, available from Verizon Business on request.

11.5 **Customer Consent.** Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause 11.

12. General

12.1 **Severability.** If any provision of the Agreement, including in particular any limitation, is held by a court or any government agency or authority to be invalid, void, or unenforceable, the remainder of the Agreement will nevertheless remain legal, valid and enforceable.

12.2 **Variation.** Save as specified in clauses 1.2, 2.3 and 2.5, the Agreement will be modified only by the written agreement of both Parties.

12.3 **No Partnership.** Nothing in the Agreement and no action taken by the Parties pursuant to the Agreement will constitute or be deemed to constitute between the Parties, a partnership, association, joint venture, or other co-operative entity.

12.4 **Assignment.** Neither Party may assign the Agreement without the written consent of the other Party (which consent will not be unreasonably withheld or unduly delayed), except that (a) Verizon Business may assign any and all of its rights and obligations hereunder (i) to any Affiliate or Provisioning Entity, (ii) pursuant to any sale or transfer of substantially all the assets or business of Verizon Business, or (iii) pursuant to any financing, merger, or reorganisation of Verizon Business, and (b) Customer may assign any and all of its rights and obligations hereunder to any Affiliate that satisfies the standard credit requirements of Verizon Business.

12.5 **No Publicity.** Neither Party may use the other Party's name, trademarks, tradenames or other proprietary identifying symbols, or issue any press release or public statement relating to the Agreement, any Service Order, or the other Party, without the prior written permission of the other Party.

12.6 **Export and Import.** Customer acknowledges that the export, re-export, import and use of certain hardware, software and technical data provided hereunder is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations implemented thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations. Customer represents and warrants that Customer is not subject to any government order suspending, revoking or denying export or import privileges.

12.7 **No Waiver.** Failure by either Party to exercise or enforce any right or benefit conferred by the Agreement, including Verizon Business' right to deliver invoices in accordance with clause 4, will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

12.8 **Disputes.** In the event of a dispute under the Agreement, each Party will in the first instance promptly bring the dispute to the attention of a senior level management person, except in the case of Disputed invoices in which case clause 9 will apply.

12.9 **Notices.** Subject to below, any notice required or permitted to be given in writing under the Agreement (and for the avoidance of doubt unless otherwise specified all notices must be in writing) will be in English, and sent via email, facsimile, courier, hand delivery or ordinary, certified or registered mail, to a Party at the addresses set out in the Service Order or such other addresses as may be specified in accordance with this clause. Notice sent in accordance with this clause will be deemed effective: (a) the day after being sent, if by email; (b) when electronic confirmation is received, if sent by facsimile; (c) as of the delivery date, if sent by courier; (d) when received, if hand delivered; or (e) 3 days after being sent, if sent via ordinary, certified or registered mail. Customer may not use email to notify Verizon Business of termination of the Service. Notice of termination of the Service must be signed by an authorised representative of Customer. A Party may from time to time designate another address or addresses by notice to the other Party in compliance with this clause.

12.10 **Reliance.** Customer confirms that, in agreeing to enter into the Agreement, it has not relied on any representation except as set out herein and Customer agrees it shall have no remedy in respect of any misrepresentation that has not become a term of the Agreement, excluding any fraudulent misrepresentation.

12.11 **Intellectual Property.** Customer acknowledges that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wheresoever enforceable, which

are used in connection with the Service and/or Service Equipment, shall remain the sole property of Verizon Business or Verizon Business Affiliates or the third party vendor or supplier of Verizon Business.

- 12.12 **Entire Agreement.** The Agreement expresses the entire understanding of the Parties and replaces any and all former agreements, understandings, solicitations, offers and representations relating to Verizon Business' or its Affiliate's performance in connection with the Agreement and contains all the terms, conditions, understandings, representations and promises of the Parties hereto.
- 12.13 **Governing Law.** The Agreement will be governed and construed in accordance with the laws of the jurisdiction identified in the Service Order.
- 12.14 **English Language Shall Prevail.** If the Agreement is made available in a language other than English, such other version shall be for reference only. In the event of any inconsistency between the English and any other language version of the Agreement, the English version shall prevail.