

These General Terms and Conditions of Service (“online T&Cs” or “M800 General Terms and Conditions of Service” or “Agreement”) are entered into on the first Service Order (passed whether online or not) execution date (“**Effective Date**”).

WHEREAS, M800 is in the business of providing cloud based solutions delivered through IP Network (CPaaS) focusing on helping its customers to communicate more easily and cost efficiently with their users.

WHEREAS, Customer desires to engage M800 to provide certain Services as detailed in the applicable Service Order Form(s).

WHEREAS, M800 is willing to provide such Services to Customer from time to time subject to the terms and conditions of this Agreement and to the applicable Service Order terms.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, Customer and M800 agree as follows:

1 Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, in the singular and in the plural, shall have the meanings set forth below:

Affiliates – means any entity (i) directly or indirectly controlling, is controlled by or is under common control with a Party, (ii) directly or indirectly owning or holding 10% or more of any equity interest in a Party, (iii) 10% or more of whose voting stock or other equity interest is directly or indirectly owned or held by a Party and where “control” means ownership directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or by contract or otherwise.

Acceptance Date or Activation date or Service Commencement Date – means either the date the Customer has accepted or is deemed to have accepted the Services in accordance with the provisions of Section 2 of the applicable Service Order; or the date the Customer begins using the Services other than for testing purposes, whichever date is earlier.

Agreement – means the terms of this Master Service Agreement including all attached exhibits, schedules, addenda and future amendment(s), and any separate Customer Order Form(s) that refer to this Master Services Agreement.

Agreement Effective Date or Effective Date– means the date above mentioned.

Agreement Term – means the term of this Agreement as defined in Clause 5.1.1.

API – means Application Programming Interface, which is an interface between the SDK and application programs, which includes the way the application

programs communicate only with the SDK, infrastructure and the services the operating system makes available to the programs.

APP – means a mobile software application program customized for the Client in accordance with this Agreement and can be downloadable by Users through mobile devices and other distribution channels.

Applicable Law – means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to the Parties in the provision and/or receipt of the Services or the carrying out of its business.

Code – means object code, a machine language or a programming language which can be understood directly by a specific type of central processing unit (the “CPU”), generated from source code by an assembler or compiler. Source code is a computer program with a set of instructions originally written in a high-level language which is yet to be compiled or translated into machine language written by a programmer of any Party or any Affiliate of any Party, as the case herein.

Confidential Information – means all non-public information of any nature whatsoever disclosed by one Party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing or orally to the other Party in relation to the purpose of this agreement or received from third party before on or after the date of this agreement. Confidential Information includes:

- API, information relating to the architecture or security of the telecommunication or IP network software, data, documents, equipment, designs, drawings, schematics, algorithms, specifications, techniques, models, technical data, source code, object code, research, processes, business plans or opportunities, marketing plans, business strategies, customer data, projects or products under consideration and financial information, information concerning the operation, business, financial affairs, products, any related know how, show how, trade secrets, discoveries, ideas, inventions or concepts; and
- Any information, findings, data or analysis derived from the Confidential Information.

Day – a calendar day which consists of twenty-four hours.

Fees – means the charges for the Services as set forth in the applicable Service Order Form, Quotation or in accordance with the provisions herein or on the M800 website whichever applies.

Force Majeure Event – means any circumstance beyond a Party's reasonable control including, without limitation any act of war, act of God or nature, earthquake, hurricanes, typhoons, flood, fire and other similar natural disaster, embargo or breaking off of diplomatic relations, riot, terrorism, civil war, threat of or preparation of war, armed conflict, imposition of sanctions, sabotage, strike or labour difficulty, industrial action or lockout, governmental act, law, or regulation, insurrections, terrorism, epidemic or pandemic, quarantine, inability to

procure materials or transportation facilities, failure of power, court order, condemnation, failure of the Internet, failure of supplier or other third party, nuclear, chemical or biological contamination or sonic boom, whether similar or not to the foregoing, not resulting from the actions or inactions of such Party.

Governmental Authority – means any governmental or quasi-governmental body, whether foreign or domestic, including any department, agency, commission, bureau or other administrative or regulatory bodies, courts, public utilities and communication authorities.

Initial Term – the minimum service period as indicated on the Service Order Form or otherwise agreed in writing. The Initial term together with any renewal thereof is referred to as the “**Service Term**”.

Intellectual Property Rights – means (i) all rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including goodwill associated with any trademarks or trade and business names), copyright and neighboring or related rights, moral rights, databases rights, domain names, topography rights and utility models, and including registrations and applications for, and renewals or extensions of such rights, and similar or equivalent rights or forms or protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

Infrastructure – all software, including but not limited to, object code, databases schemas, shell scripts, APIs, their related documentation, procedures and the alike owned, licensed, developed, operated and maintained by M800.

M800 Platform - means all the equipment provided by M800 including but not limited to, ISMS as a Service, STP SMSC and billing systems for the offering of International Short Message Exchange Services.

M800 Network - means the complete interconnection and all equipment between M800 Platform (CPaaS) and the receiving device of Users and/or the application hosted by M800 including but not limited to MSC, HLR, Base Station and all transmission equipment utilized by Customer to send Short Messages to, and receive Short Messages from, M800 Platform.

Order Effective Date – the effective date indicated on the applicable Service Order.

Party – a contracting party to this Agreement (including the applicable SOF).

Person – any individual, company, limited liability company, corporation, trust, estate, association, nominee or other entity.

Personal Data – means any information relating to an identified or identifiable natural person. An identifiable natural person is a person who is identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an

online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person, originating and destination numbers, date, time and duration of voice or data transmissions, billing and maintenance of the transmission and others alike containing personal and/or private information of Customer’s officers, employees, authorized users of the Service provided by the Customer as the data controller or any third party engaged by the Customer for the purpose of M800 rendering the Services pursuant to this Agreement.

Quotation – The quotation where applicable setting out the terms of cooperation between the Parties which shall form a binding agreement once duly signed by the Parties.

Service – means the particular service (including software and/or hardware development, DDT and consulting) provided by M800 to Customer as fully described in the relevant Service Order.

Service Description – the description of a Service ordered pursuant to the Service Order.

Service Order or Service Order Form or SOF – means any M800 Service request sent in writing by Customer and accepted by any M800 duly authorized employee indicating the characteristics of the Service ordered as well as the price and the duration. Service Orders are entered into in pursuance of the provisions of this Agreement and form a separate agreement.

Term – refers to the meaning set forth in Clause 5.1 herein.

User – means an end-user (a private person or a company), subscriber or customer using a service provided by the Customer based on the Service provided by M800.

2 Service

- 2.1 The Parties agree to actively collaborate and make all reasonable efforts to support and operate the Service on a mutually non-exclusive basis. For any Service Order, M800 shall provide the Customer with the Services referred to the said Service Order under the terms and conditions set out therein.
- 2.2 The Parties shall comply and observe all specific terms and conditions set out herein and those in each Service Order as may from time to time be specified and/or amended by Parties or any Governmental Authority.
- 2.3 Where applicable, the Parties shall, at their own expense, obtain and maintain any necessary license governmental or regulatory permit, approval authority, consent or license required to lawfully carryout their obligations under this Agreement.
- 2.4 The Customer may submit one or more SOF requesting delivery of Service(s) which M800 may accept by countersigning the SOF in accordance with the terms of this Agreement or by provisioning the Service(s) and sending a notification by any means to Customer, whichever is the earlier. Both Customer and Supplier shall be

contractually bound in respect of a particular SOF at the occurrence of the foregoing.

- 2.5 Acceptance of the Service: Customer shall have accepted or shall be deemed to have accepted the Service either (i) upon the date of delivery of any formal acceptance tests (“ATP”) which shall occur not less than five (5) business days following Customer’s receipt of the ATP for each Service or (ii) upon the date the Customer first uses the Service whichever is the earliest. Customer may reject a Service only on the basis that the ATP result do not meet the agreed technical specifications, as set forth in the SOF and/or the applicable schedule. In such case, Customer shall notify M800 of its rejection and M800 shall remedy the deficiency and a new ATP will be delivered to Customer and the procedures set forth in this Section 2.5 will be repeated. Customer understands and agrees that its failure to notify M800 of its acceptance or rejection of the Services within the foregoing time period will be deemed to constitute Customer’s acceptance of such Services.
- 2.6 The term for each Service shall commence on the Service Commencement date and continue for the duration of Initial Term. At the end of the Initial Term shall automatically renew for yearly periods unless otherwise agreed in the relevant SOF and unless terminated by either Party in accordance with Section 5.
- 2.7 M800 may make any changes in the operation of the M800 Platform and related facilities including but not limited to M800 Infrastructure, used in providing the M800 Services that M800 determines in its sole discretion to be necessary and/or desirable including, without limitation, change in hardware, systems and/or applications software, programming languages, data communications, location of systems and Service equipment, the Company identification procedures and type of terminal equipment. In the event of any such changes that, in M800’s reasonable determination, would materially change the operation of the M800 Platform, M800 shall notify the other Party in writing of such changes and the Customer shall be responsible to ensure its infrastructure remains compatible. M800 reserves the right to charge the Customer for any additional reintegration work necessary to make customizations compatible with future versions/releases of the M800 Platform and/or M800 Infrastructure.

3 Proprietary Right Restrictions

- 3.1 Unless expressly stated in this Agreement, M800 shall, at all times, retain all right and title to all its own Intellectual Property Rights and no right, license or transfer is granted or implied under this Agreement.
- 3.2 Customer is expressly prohibited from taking any action or inducing any third party to: (i) decompile, reverse engineer, decompile, disassemble or otherwise attempt to translate, reconstruct or discover the Code, underlying ideas

or algorithms of any components of the APP; (ii) alter, modify, translate, adapt in any way, or prepare any derivative work based upon the APP; (iii) rent, lease, network, loan, pledge, encumber, sublicense, sell, distribute, disclose, assign or otherwise transfer the APP or any copy thereof; (iv) use the APP in commercial timesharing, rental or other sharing arrangements; or (v) remove any proprietary notices from the APP or any related documentation or other materials furnished or made available hereunder.

- 3.3 Customer shall defend and indemnify M800 for all amounts payable to third party for any infringement of that third party’s Intellectual Property Rights resulting from the use of Customer and/or Users of the Services.

4 Payment

- 4.1 Unless agreed otherwise, M800 will commence invoicing for the Services on the Service Commencement Date. M800 will invoice Service Fees monthly in advance, except for Fees which are based on the use of the Service which shall be invoiced in arrears pursuant to the rates stated in the applicable SOF or the applicable exhibit hereto. Billing for partial months will be prorated based on a calendar month.
- 4.2 Unless otherwise specified in the SOF and/or in any the applicable exhibit hereto, all Fee, charges and amounts shall be invoiced and paid in US Dollars.
- 4.3 Customer shall pay all amounts accrued within thirty (30) days from the date of the invoice (“**Payment Due Date**”) to the bank account designated by M800 as amended from time to time.
- 4.4 Any amount due but not received by M800 will accrue interest at the interest rate from the Payment Due Date to the date of actual full payment at the rate of two (2) percent (%) per month or the highest rate permitted by law whichever is the highest.
- 4.5 Taxes: All Fees, as set out in the relevant SOF or Quotation are exclusive of (i) any bank fees charged by both Parties’ bank or any intermediary banks between the Customer’s bank and M800’s bank; or (ii) any withholding or similar tax; or (iii) any VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory fees or other like taxes, fees, charges, surcharges, whether or not thereafter enacted, however designated, imposed on or based on the provision, sale, use of the Services (hereinafter “**Taxes**”). Except for M800’s net income taxes, Customer will be responsible for payment of all applicable Taxes. M800 may invoice Customer and Customer shall reimburse M800, for any regulatory fees, assessments, contributions charged to M800 by any Governmental Authority in connection with the Services provided hereunder. To the extent Customer is or believe it is exempt from payment of certain Taxes, it shall provide to M800 a copy of a valid exemption certificate. In the event Customer’s exemption certificate is or become

invalid during the Service Term, and if M800 is held responsible for additional Taxes, penalties or late charges, Customer shall be responsible for all such amounts in accordance with this Section 4.5. If Customer is or was required by law to make any deduction or withholding from any payment due hereunder to M800, the, notwithstanding anything to the contrary contained herein, the gross amount payable by Customer to M800 shall be increased so that, after any such deduction or withholding for taxes, the net amount received by M800 will not be less than M800 invoiced. If any taxing or Governmental Authority asserts that Customer should have made a deduction or withholding for or on account of any Taxes with respect to all or a portion of any payments made hereunder, or that M800 should have collected certain Taxes from Customer that M800 did not collect, Customer agrees to indemnify M800 for such Taxes and hold M800 harmless from and against any Taxes, interest and/or penalties levied or asserted in connection of the provision of the Services.

4.6 Credit check and deposits: M800 reserves the right to conduct a credit check of customer at any time. Customer hereby authorizes M800 to obtain, and upon request shall assist M800 in obtaining, information about Customer's financial condition from third parties, including without limitation banks, credit reporting agencies and other businesses that provide like information. Upon M800's request, Customer will make a deposit or provide other security for the payment of Service Fees or any other charges, as specified by M800 alike, (i) as a condition to Supplier's acceptance of any SOF, or (ii) in the event Customer fails to comply with the payment terms set forth in this Section 4, as a condition to M800's continuation of delivery of any Services. The deposit or other security will be held by M800 as security for payment of the Fees or any amount owed to M800. When the provision of Services to Customer is terminated in accordance with this Agreement, the amount of the deposit will be credited to Customer's account and, where applicable, any remaining credit balance will be refunded within thirty (30) days of such termination. Customer acknowledges and agrees that any failure by it to comply with any request made by M800 under this Clause 4.6 shall constitute a material breach of this Agreement.

4.7 Dispute of an Invoice: In the event that Customer in good faith disputes any portion of an invoiced amount, Customer shall pay the undisputed portion of the invoice and submit a written claim for the disputed amount, together with all supporting documents relevant to the dispute. All disputes must be submitted to M800 within fifteen (15) days of receipt of the first invoice related to the disputed amount. Customer acknowledges that it is reasonable for Supplier to require Customer to dispute charges within that time, and Customer therefore waives the right to dispute any charges not disputed within the time frame set forth above. The Parties shall thereafter arrange in good faith discussions on the discrepancy as soon as it is

practicable.

4.8 Fraudulent Use of Services. Customer is solely responsible for all Fees and/or any other charges incurred relating to the use of the Services, whether incurred by itself, its Users or third parties, even if such Fees and/or other charges were incurred through or as a result of fraudulent or unauthorized use of the Services.

5 Term, Termination and Suspension

5.1 Term

5.1.1 Agreement Term: This Agreement shall come into force on the Agreement Effective Date and shall automatically terminate with the last Service Order expiration or termination unless terminated by M800 pursuant to Clause 5.3.

5.1.2 Service Term: Unless terminated by either Party pursuant to Clause 5.2 or Clause 5.3, each Service shall start on the Service Commencement Date and continue for the duration stated in the applicable Service Order and thereafter renew automatically on an annual basis except stated otherwise in the Service Order.

5.2 Termination by the Parties

5.2.1 Except if otherwise specified in the applicable SOF or Quotation or Exhibits or otherwise in writing either Party may terminate any individual Service at the end of its Initial Term or Service Term (whichever is applicable), by providing no less than thirty (30) days advance written notice to the other Party subject to Customer's payment to Supplier of any outstanding Service Fees, including connection and/or disconnection charges incurred by M800 and similar payments to other third party supplier if any, for the Service(s) so terminated.

5.2.2 Either Party ("Non-Defaulting Party") may terminate any Service upon written notice of termination to the other Party ("Defaulting Party") if (i) the Defaulting Party breaches a material provision of this Agreement or the applicable SOF and the Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party or (ii) any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the Defaulting Party.

5.2.3 Termination of a Service will not affect the Parties rights and obligations with regard to other Services ordered under this Agreement or this Agreement itself.

5.3 Additional Termination or Suspension by M800

5.3.1 Upon written notice (where practicable),

M800 shall have the right to immediately terminate or suspend (at its discretion) this Agreement or any SOF(s) passed pursuant to this Agreement (as applicable), and discontinue or suspend, without liability, the delivery of the affected Services in the event that:

- (a) M800 has the right to terminate the Service in question in pursuance of Clause 5.2 thereof; or
- (b) Customer fails to make a payment when due and Customer fails to cure such breach within thirty (30) days after receipt of written notice from M800;
- (c) Customer or any User has violated any law, rule, regulation or policy of any Governmental Authority related to the Services or Customer's or an User's use thereof; or
- (d) Customer or any User has caused or may cause in M800's sole reasonable judgment damage to the Facilities, M800 Network or Infrastructure or third parties; or
- (e) M800 needs to carry out emergency works to the network or Service Equipment; or
- (f) M800 is obliged to comply with a legislative or regulatory obligation or a decision by Governmental Authority; or
- (g) Upon any notification or instruction from third party supplier to suspend or terminate the provision of the Service.

5.3.2 M800 shall not be held liable for any loss or damage suffered by the Customer as a result of any suspension made pursuant to this Clause 5.3 except to the extent that such suspension is made pursuant to Clause 5.3.1 5.3.1(c) above and that M800 the Service has acted negligently in that regard.

5.4 Early termination fees

5.4.1 The rates and charges set forth in each SOF are established in relation to the Initial Term or the subsequent Service Term commitment made herein. In the event Customer terminates any of the Services or SOF during a Service Term for any reason other than as provided in Clause 5.2.2 hereto or in a particular SOF, Exhibits or Quotation, or in the event M800 terminates a SOF pursuant to Clause 5.2.2 or 5.3.1 (i) to 5.3.1(v) then Customer agrees to pay M800 within fifteen (15) of such termination (i) one hundred percent (100%) of the Fees payable for the remaining months of the Initial Term or Service Term in addition to any accrued and unpaid Fees and (ii) any documented third party cancellation charges or expenses (not covered by (i) above)

incurred by M800 in respect of such termination Customer understands acknowledges that the foregoing is a genuine and reasonable estimate of M800's loss arising from such termination and constitutes liquidated damages and not a penalty. In addition, Customer shall be obligated to pay M800 for any Services delivered to Customer up to the date of termination.

6 Representations and Warranties

6.1 Each Party warrants and represents that (i) it has the full legal right and authority, and will maintain such legal right and authority during each Service Term to enter into this Agreement and that no contractual right of any third party will be violated, breached or negatively impacted by entering into this Agreement, (ii) the performance of its obligations under this Agreement and use of the Services or provisions of the Services, whichever applies will not violate any applicable law, rule or regulation.

6.2 Customer warrants and represents that it shall not carry out any act or omission that results in M800 breaching any law, rule or regulation.

6.3 Customer warrants it will maintain the security of its internal network from unauthorized access through the Internet. M800 shall not be liable for unauthorized access to Customer's network or other breaches of customer's network security.

6.4 In the event of a third party claim of intellectual property infringement, M800 may, at its sole discretion, (i) obtain for Customer the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, or (iv) if the alternatives (i)-(iii) herein are not available, M800 may so notify Customer and terminate such infringing Services without penalty to either Party. Customer acknowledges and agrees this Clause 6.4 is Customer's sole and exclusive remedy for any intellectual property infringement claims.

6.5 Except as may be expressly provided for in this Agreement and to the extent permitted by law, no conditions, warranties, responsibilities and liability in relation to the provision of the Service (including without limitation fitness for any purpose, standard of quality or performance or accuracy of the Service) shall be deemed as given by M800. M800 hereby expressly disclaim any warranty, responsibility or liability that the Service will be uninterrupted, error-free or free from any contaminating or destructive properties. M800 shall use its best endeavors to ensure that each Service will conform to any Service Descriptions and/or service levels as set out herein, or in the applicable Service Order and/or applicable ancillary Service Level Agreement.

7 Confidential Information

7.1 Each Party acknowledges and agrees that by

reason of its relationship to the other Party to this Agreement it will have access to and acquire knowledge from the other Party's Confidential Information. The Parties to this Agreement further acknowledge and agree for the purposes of this Clause 7, Confidential Information shall be deemed to include all Parties' Intellectual Property.

- 7.2 The Parties agree that Confidential Information shall remain the sole and exclusive property of the disclosing party (the "Disclosing Party"), and the receiving party (the "Receiving Party") agrees to maintain the Confidential Information in strict confidence and to use Confidential Information solely for the purposes set forth in this Agreement.
- 7.3 The Parties warrant to each other: (i) that it will maintain and preserve the confidentiality of all Confidential Information, including, but without limitation, taking such steps to protect and preserve the confidentiality of the Confidential Information as it takes to preserve and protect the confidentiality of its own Confidential Information; (ii) that it will disclose such Confidential Information only to its employees and designated personnel on a "need-to-know" basis only, the obligations of which are at least as stringent as those contained in this Clause 7; (iii) that it will not disassemble, "reverse engineer", "reverse compile" or analyze the inputs and outputs of any software or hardware provided under this Agreement for any purpose, including but not limited to, attempting to ascertain or deduce the functionality or workings of the SDK; and (iv) that it will not disclose such Confidential Information to any third party without the express written consent of the Disclosing Party, provided, however, that the Receiving Party may disclose the financial terms of this Agreement and/or any Exhibits to its legal and business advisors and to potential investors, so long as such third parties have entered into a confidentiality agreement with the Receiving Party, the obligations of which are at least as stringent as those contained in this Clause 7.
- 7.4 Confidential Information shall exclude any information that (i) has been or is obtained by the Receiving Party from a source independent of the Disclosing Party and not receiving such information from the Disclosing Party, (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Disclosing Party or its personnel, (iii) is independently developed by the Receiving Party without reliance in any way on the Confidential Information provided by the Disclosing Party, (iv) the Receiving Party is required to disclose under judicial order, regulatory requirement, or statutory requirement, provided that the Receiving Party provides written notice and an opportunity for the Disclosing Party to take any available protective action prior to such disclosure, or (v) is owned by the Receiving Party pursuant to the terms hereof or provided on a non-confidential basis under the terms hereof.

8 Intellectual Property

- 8.1 Nothing herein shall give either Party any right in respect of any trademarks or trade names or logos or any other intellectual property right of any nature in or in relation to this Agreement or the goodwill of the other Party and the Parties agree they shall not use or claim any right in such proprietary property. The Parties hereby acknowledge, agree and confirm that each Party shall retain all rights, title and interest to their own intellectual property and to all software, documentation, derivative works and other intellectual property rights that are acquired, developed, designed, created under this Agreement.
- 8.2 Personal Information. Customer confirms it has read and understood M800's privacy policy, a copy of which is available on <http://www.m800.com>, as updated from time to time. Customer consents that M800 may collect and process Personal Information relating to Customer during the tenure of this Agreement for: (i) the provision of M800's Services that Customer has subscribed to, and for legal, administrative and management purposes, such as customer service, technical support, billing and reconciliation, operational maintenance, fraud detection and prevention, as required by law and to communicate with Customer; and (ii) sending information to Customer via email, phone or postal mail about M800's products, services and events that may be of interest to Customer. M800 may make such information available to its Affiliates, employees, agents, contractors and others (such as advisers) who provide products or services to M800 and to regulatory authorities and potential purchasers of M800. Customer acknowledges and understands that in order for M800 to provide the Services, Personal Information may be transferred to countries outside the contracting jurisdiction, including the People's Republic of China. Customer warrants to M800 that Customer will obtain the necessary consents for such transfer of Personal Information. Each Party represents and warrants to the other Party that it complies with its obligations under relevant Privacy Laws. Customer further represents and warrants to M800 that it shall provide proper notices to, and obtain necessary consents from, its end-users and/or employees about how their Personal Information may be used, stored, and disclosed to service providers engaged by Customer.
- 8.3 Internet Access and Content. M800 provides only access to the Internet. M800 does not operate or control the information, services, opinions or other content of the Internet (collectively, "Internet Content") and M800 makes no warranties or representations regarding Internet Content. Customer agrees that it shall make no claim whatsoever against M800 relating to Internet Content or with respect to any information, product, service or software ordered through the Internet. M800 reserves the right to take such measures as may be reasonably

necessary, in M800's sole discretion, to ensure security and continuity of service on M800's Network, including but not limited to identification and blocking or filtering of Internet traffic sources which M800 deems to pose a security or operational risk or a risk of violation of its policies. Customer acknowledges and agrees that M800 does not own or control third party networks, and M800 is not responsible or liable for any filtering or access restrictions imposed by such third party networks or for the performance (or non-performance) of such third party networks or within interconnection points between M800's Network and such third party networks.

9 Trademarks

9.1 The Parties, upon mutual agreement, agree to promote the relationship established herein throughout the term of this Agreement. Customer agrees to M800's use of Customer's logo and/or trade name, and other intellectual properties for marketing purposes, including but not limited to permit M800 to make public announcement(s), communication or circular concerning Customer's use of the Service. Both Parties, upon mutual agreement, may execute a joint press release announcing the relationship established herein promptly after activation. Any joint press releases require mutual planning, review and approval by M800 and the licensed intellectual property owner.

10 Limitation of Liability and Indemnification

10.1 Notwithstanding any other provision hereof, except for (a) personal injury or death resulting from the negligence of a Party or its employees; (b) fraud or fraudulent misrepresentation, or (c) willful misconduct, or (d) infringement of the Intellectual Property of a Party, or (e) infringement by a Party to its obligations pursuant to Clauses 3 and 7, neither Party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence) of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.

10.2 For any liability not excluded by the foregoing and/or the applicable SLA, the total liability of M800 per year and per event, whether in contract, tort (including negligence) or otherwise and whether in connection with this license or any collateral contract, shall in no circumstances exceed the immediate twelve (12) months of charges collected by M800 pursuant to the applicable SOF or Exhibit giving rise to the liability.

10.3 Customer acknowledges and agrees that the

foregoing limitations and exclusions of liability are reasonable and are a material inducement for M800 entering into this Agreement.

11 General Provisions

11.1 Force Majeure: Except for Customer's payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be owed, for any performance that is prevented or hindered due to a Force Majeure Event. If during the Service Term M800 is unable to provide Services for a period in excess of sixty (60) consecutive days for any reason set forth in this Section 10, then either Party may terminate the affected Service(s) upon written notice to the other Party, and both Parties shall be released from any further future liability in relation to such Service(s).

11.2 Anti-Bribery. Customer represents that it has complied and shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar laws of any other Governmental Authority.

11.3 Insurance: Each Party shall keep in full force and effect during each Service Term insurance cover which is no less than that required by applicable law and is customary in accordance with best industry standards. Upon request, a Party shall provide certificates of insurance evidencing its insurance coverage.

11.4 Assignment. Neither Party may assign this Agreement and/or any SOF without first obtaining the other Party's prior written consent; except, however, that either Party may assign this Agreement and any SOF to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Customer shall be conditioned on a determination by M800 that the assignee is at least as creditworthy as Customer. Any purported assignment in contravention of this Section shall be void and the assigning Party shall remain bound by the Agreement and all SOF passed in application of the said Agreement. This Agreement and/or the relevant SOF will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

11.5 Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases M800's costs or adversely affects M800's delivery of the Services, the Parties agree to negotiate regarding the rates to be charged to Customer to reflect such increase in cost or the revisions to this Agreement necessary to equitably adjust for such adverse effect. In the event that the Parties are unable to reach agreement within thirty (30) days after M800's delivery of written notice requesting negotiation, then (i) M800 may pass such increased costs through to Customer upon thirty

- (30) days' notice and/or revise this Agreement as appropriate to equitably adjust for such adverse effect, and (ii) Customer may terminate the affected SOF without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase or after a materially adverse change to the Agreement pursuant to clause (i).
- 11.6 Governing Law, dispute resolution: This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), without regard to conflict of laws principles and will be binding upon and inure to the benefit of Customer and M800 and their respective successors and assigns. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Hong Kong in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules ("Rules") in force when the Notice of Arbitration is submitted in accordance with these Rules. The place of arbitration shall be in Hong Kong at the Hong Kong International Arbitration Center ("HKIAC"), and the proceedings shall be conducted in English. The tribunal shall consist of one arbitrator to be appointed by the Chairman of the HKIAC.
- 11.7 Notice: All notices required or permitted hereunder shall be given in writing addressed to the respective Party as set forth below and shall either be (i) personally delivered, (ii) transmitted by postage prepaid certified mail, return receipt requested, (iii) transmitted by nationally recognized private express courier, or (iv) emailed at the addresses set forth herein and/or the applicable SOF(s) or at such other address as may hereafter be furnished by either Party to the other Party by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.
- 11.8 No partnership: This Agreement shall not form any relationship which constitutes a joint venture, legal partnership, agency, contract of employment or similar business arrangement between the Customer and M800.
- 11.9 Language: This Agreement is made in English language only and, unless otherwise agreed, all communications between the Parties related to this Agreement shall be conducted in English only.
- 11.10 Each Party acknowledges that remedies at law or damages may be inadequate to the other Parties to this Agreement to provide full compensation in the event of a material breach relating to the other Party's obligations, representations, and warranties hereunder, and each Party to this Agreement shall therefore be entitled to seek injunctive relief or specific performance in the event of any actual or threatened material breach by the other Party to this Agreement.
- 11.11 Severability; waiver: The provisions of this Agreement and any applicable SOF are severable. If any provision of this Agreement and any applicable SOF is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected shall remain legal, valid and binding and. The failure by either Party to exercise or enforce any right conferred by this Agreement and any applicable SOF shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.
- 11.12 The Parties agree that the provisions of this Agreement are personal to them and, to the extent permitted by law, are not intended to confer any rights of enforcement on any third party, including, but not limited to, any sub-licensee or User or the insurance providers.
- 11.13 Clauses 3, 4, 6, 7, 8, 9, 10, 11 shall survive termination of this Agreement.
- 11.14 Entire Agreement: This Agreement, including the Exhibits attached hereto, constitutes the entire Agreement and understanding between the Parties and integrates and supersedes all prior discussions, agreements or arrangements between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party to this Agreement. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following descending order: (i) the applicable SOF; (ii) the applicable Schedule or Exhibit to this Agreement; (iii) the main body of this Agreement; and (iv) and any other document expressly referred to in this Agreement which applies to the Service.