

These terms (the “**General Terms**”) are incorporated in full into each Order between Vorboss Limited, a company incorporated in England and Wales (company number 05678571), with Registered Office Broadwalk House, 5 Appold St, London EC2A 2AG, United Kingdom (“**Vorboss**”) and the counterparty detailed in the Order (the “**Customer**”) (each a “**Party**” and together “**Parties**”).

1. DEFINITIONS AND INTERPRETATION

1.1 In the General Terms and each Order, the following terms and expressions shall have the following meanings:

“**Affected Party**” has the meaning given in Clause 12.1;

“**Affiliate**” means, in respect of a Party to this Agreement, any company from time to time directly or indirectly (i) Controlling, (ii) Controlled by or (iii) under common Control with, that Party;

“**Agreements**” means these General Terms, the Data Processing Terms, the Privacy Policy, the New Customer Form and any and all Orders;

“**Business Day**” means any day (other than a Saturday or a Sunday or a public holiday in England) on which banks in London are open for general business;

“**Business Hours**” means 0900-1700 London time on a Business Day;

“**Charges**” means the charges payable by the Customer to Vorboss in respect of the Services as further described in the relevant Order;

“**Colocation**” means the provision of space and associated services for equipment to be installed in a datacentre or similar facility.

“**Confidential Information**” means, in relation to a Party, all information not publicly known and which is used in or otherwise relates to that Party’s (or their Affiliates’) businesses, customers or financial or other affairs; or technical systems, know-how or processes; whether or not marked “confidential information”, and all other information clearly designated as “confidential information”;

“**Control**” has the meaning given in section 1124 of the Corporation Tax Act 2010, and “**Controlled**” and “**Controlling**” shall be construed accordingly;

“**Customer Content**” means any software, data, text, audio, video, images or other content that the Customer runs on the Services, causes to interface with the Services, uploads to the Services, or transfers, processes, uses or stores in connection with the Services;

“**Customer Group**” means the Customer and its Affiliates;

“**Customer IPR**” means IPR owned by or licensed to the Customer;

“**Data Processing Terms**” shall mean the terms located at <https://vorboss.com/documents/Data-Processing-Terms.pdf> as updated from time to time;

“**Data Controller**”, “**Data Processor**” (and “**process**” or “**processing**”, in relation to Personal Data) shall have the meaning set out in the Data Processing Terms;

“**Force Majeure Event**” means any act, event or omission beyond the reasonable control of the Affected Party, including but not limited to: acts of God; acts of civil or military authority; national emergencies; fire; flood; catastrophes; wars; insurrections; riots; strikes; lockouts; industrial disputes; malicious damage; damage to or loss of use of telecommunications cables or equipment; and changes in law or regulation;

“**Goods**” shall have the same meaning as in the Consumer Rights Act 2015;

“**Insolvency Event**” means, in respect of a Party: (i) any step is taken with a view to the winding-up, dissolution or re-organisation of that Party (other than for the purpose of a solvent liquidation or re-organisation); (ii) any step is taken with a view to the appointment of an administrator, liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver or manager in relation to that Party or any of its assets; (iii) the holder of any security interest in relation to any of the assets of that Party takes any step to enforce that security; (iv) any of the assets of that Party are subject to attachment, sequestration, distress execution or any similar process; (v) that Party is or is deemed to be unable to pay its debts as they fall due, admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; (vi) any step is taken in relation to a composition, compromise, assignment or arrangement with any creditor of that Party; (vii) any step is taken to obtain a moratorium in relation to that Party or any of its indebtedness; or (viii) anything analogous to any of the circumstances, events, steps, legal proceedings or other procedures described in (i) to (vii) above occurs in any jurisdiction;

“**IPR**” means rights in patents (including utility models), designs, chip topographies, copyright, moral rights, database rights, trade marks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secrets, confidentiality and other proprietary rights including rights to know-how and other technical information (in each case whether registered or unregistered and including applications to register any of the foregoing) and all rights in the nature of any of the foregoing anywhere in the world;

“**New Customer Form**” means any document provided by Vorboss to the Customer: (i) titled “New Customer Form”; or (ii) requesting or containing the Customer’s details and referring to these General Terms.

“**Order**” means any agreement between Vorboss and Customer under which Vorboss agrees to provide any Goods or services to Customer and includes any agreement between the Parties entitled “Work Order”.

“**Outstanding Amounts**” means all sums incurred, due or owing to Vorboss under the Agreements;

“**Personal Data**” shall have the meaning set out in the Data Processing Terms;

“**Privacy Policy**” means the Privacy Policy located at <https://vorboss.com/documents/Privacy-Policy-External.pdf> as updated from time to time;

“**Reimbursement**” has the meaning given to it in the Service Guarantee;

“**Service Commencement Date**” means the date on which Vorboss commences provision of the Services to the Customer as specified in the relevant Order;

“**Service Guarantee**” means the service guarantee located at <http://kb.vorboss.net/KB15050701> as updated from time to time;

“**Services**” has the meaning given in the relevant Order;

“**Term**” means the term of each Order as set out in the relevant Order;

“**Vorboss Group**” means Vorboss and its Affiliates; and

“**Vorboss IPR**” means IPR owned by Vorboss.

1.2 In construing this Agreement and each Order, unless otherwise expressly specified:

(A) headings and titles are for convenience only and do not affect the interpretation of this Agreement;

(B) any words following the words “include” or “including” shall be interpreted without limitation to the generality of the preceding words;

(C) any reference to a “day” (including within the phrase “Business Day”) shall mean a period of 24 hours running from midnight to midnight;

(D) references to a “month” are to a calendar month; and

(E) references to times are to London (England) times (including as changed to account for daylight saving time), except where expressly stated to the contrary.

2. SERVICES

2.1 In consideration for the Customer’s payment of the Charges, Vorboss shall provide the Services in accordance with the provisions of the Agreements and the Service Guarantee from the relevant Service Commencement Date.

2.2 Vorboss shall provide the Services with reasonable care and skill.

3. CHARGES

3.1 The Customer shall pay Vorboss the Charges in accordance with the relevant Order. Unless otherwise specified in the Order, payment shall be due 30 days from the date of the invoice.

3.2 If the Customer fails to pay any Charges by the due date as set out in the relevant Order, Vorboss may charge interest on such outstanding Charges on a daily basis from the due date until the actual date of payment (both dates inclusive) at the rate of eight (8) per cent per annum.

3.3 All sums payable under the Agreements are expressed exclusive of VAT and any other applicable taxes, duties and withholding taxes, which are payable by the Customer at the rate and in the manner prescribed by law.

3.4 The Customer acknowledges that the Services and the Charges have been agreed on the basis of information and documentation supplied by the Customer in the Agreements. If any such information or documentation are wrong or misleading, Vorboss shall be entitled (acting reasonably and in consultation with the Customer) to make adjustments to the content of the Services and/or the Charges.

3.5 The Customer grants Vorboss a lien over any equipment in Vorboss’s possession to secure Outstanding Amounts. Vorboss shall be entitled to retain possession (and Customer shall not be entitled to remove this equipment) until all Outstanding Amounts are paid in full in cleared funds. On giving Customer at least 30 days’ notice, and provided any of the Outstanding Amounts remain outstanding at that date, Vorboss may sell this equipment and apply the sale proceeds to the Outstanding Amounts, refunding any excess to the Customer within five (5) Business Days.

3.6 Vorboss’s rights to suspend or terminate the agreement in relation to unpaid amounts are set out in Clauses 10.1(B) and 9.3, respectively.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall not use or attempt to use the Services fraudulently, or for committing any other illegal or unlawful act.

4.2 The Customer shall cooperate at its cost to investigate any alleged use of the Services, by Customer or its end users, that would breach Clause 4.1.

5. PROVISION OF GOODS

5.1 The Clauses in this section 5 apply only when Vorboss provides Customer with Goods (whether by sale, lease or otherwise).

5.2 For Goods sold by Vorboss to the Customer:

(A) The Customer shall have no right to return Goods unless agreed in advance in writing.

(B) All Goods shall remain the property of Vorboss until Vorboss has received all Outstanding Amounts.

5.3 For Goods owned by Vorboss (whether by virtue of Clause 5.2(B) or otherwise) but in possession of the Customer:

(A) The Customer’s right to possession will terminate immediately upon the occurrence of any event which would allow Vorboss to terminate the Agreements.

(B) Vorboss will be entitled to recover payment for the Goods despite the title of the Goods remaining with Vorboss.

(C) Risk in the Goods of any loss, damage, destruction, theft or seizure will pass to the Customer upon delivery and Customer must obtain and maintain adequate insurance with a reputable insurer against these risks for the full value of the equipment. The Customer must provide copies of insurance contracts evidencing compliance with this clause within 10 Business Days upon request.

(D) The Customer shall not remove any labels, asset tags or other markings that identify the Goods as belonging to Vorboss.

(E) The Customer grants Vorboss an irrevocable licence to enter any premises where the Goods are stored to inspect them, or where the Customer’s right to possession has terminated, to recover them.

6. COLOCATION

6.1 The Clauses in this section 6 apply only when Vorboss provides Customer with Colocation Services.

6.2 Colocation Services may only be assigned, novated, sub-contracted or otherwise disposed of with Vorboss’s prior consent, which shall not be unreasonably withheld. For the avoidance of doubt, it shall be reasonable for Vorboss to withhold such consent if this would cause a breach of contracts to which Vorboss is a party.

6.3 If Vorboss grants the Customer access to the facility in which Colocation Services are provided (“Colocation Location”) to the Customer, the Customer, its employees, sub-contractors and agents shall only examine or interfere with equipment owned by the Customer. Anybody who attends the Colocation Location on the Customer’s behalf shall be treated as the Customer for the purposes of the Agreements for any actions during that visit.

7. IPR AND CUSTOMER CONTENT

7.1 Save as otherwise expressly set out in the Agreements, neither Party shall receive any right, title or interest in respect of the IPR owned by the other Party.

7.2 Subject to the Customer’s payment of the Charges in accordance with the Agreements, Vorboss hereby grants to the Customer a royalty-free, non-exclusive, irrevocable (other than in accordance with Clause 9), non-transferable licence for the Term (with no right to sub-licence) to access and use the platform operated by

Vorboss required to provide the Services (including any Vorboss IPR contained therein), solely to the extent necessary to view, access and receive the Services for its internal business purposes (and for no other purpose).

7.3 The Customer hereby grants (and shall procure the grant of) to Vorboss a royalty-free, non-exclusive, irrevocable (other than in accordance with Clause 9), non-transferable licence to use the Customer IPR and the Customer Content for the Term solely to the extent necessary to provide the Customer with goods and Services in accordance with the Agreements.

7.4 The Customer shall indemnify Vorboss and keep Vorboss fully and effectively indemnified in connection with any claim by a third party: (i) of alleged or actual infringement of that third party's IPR arising out of or in connection with the use by Vorboss in accordance with the Agreements of any IPR (including the Customer IPR) provided by the Customer pursuant to the Agreements or any Customer Content; and (ii) relating to the Customer's use of the Services or anything else provided under the Agreements.

7.5 Vorboss shall indemnify the Customer and keep the Customer fully and effectively indemnified in connection with any claim by a third party of alleged or actual infringement of that third party's IPR arising out of or in connection with the use by the Customer in accordance with the Agreements of any IPR (including the Vorboss IPR) provided by Vorboss pursuant to the Agreements.

7.6 The Customer shall ensure that the Customer Content, and the use of anything provided under the Agreements by the Customer, its employees, agents and representatives, will not violate any applicable law. The Customer acknowledges that it is solely responsible for the Customer Content, including providing appropriate security, protection and backup of the Customer Content.

7.7 All Personal Data provided or disclosed to Vorboss for Processing shall be covered by the Data Processing Terms. Vorboss shall be the Data Controller of Personal Data provided to Vorboss in connection with the creation and administration of Customer's account (such as usernames, email address and billing information) and all Personal Data provided or disclosed to Vorboss where Vorboss is the Data Controller shall be covered by the Privacy Policy.

8. LIMITATION OF LIABILITY

8.1 Nothing in the Agreements shall exclude or limit the liability of any Party for: (i) death and/or personal injury; (ii) fraud and/or fraudulent misrepresentation; or (iii) any other losses to the extent they are not capable of being excluded or limited by law.

8.2 Subject to Clause 8.1, and save for in relation to the Customer's liabilities under Clauses 3.1 and 7.4, neither Party shall be liable to the other Party in contract, tort (including negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise under or in connection with the Agreements for any: (i) indirect or consequential loss or damage; or (ii) any loss of profits, loss of revenue, loss of business, loss of opportunity, loss of anticipated savings, loss of goodwill, or loss of or damage to data (in each case, whether direct or indirect).

8.3 Subject to Clause 8.1, the maximum aggregate liability of each Party in contract, tort (including negligence), misrepresentation, for breach of duty (including strict liability) or otherwise (including for Reimbursement) under or in relation to each Order shall be limited to the Charges paid by the Customer under that Order during the six (6) months immediately preceding the occurrence of the event giving rise

to the claim. In addition, each Party's aggregated liability under or in relation to the Agreements shall never exceed the sum equal to the Charges paid by the Customer under all Orders during the six (6) months immediately preceding the occurrence of the event giving rise to the claim. Nothing in this clause limits the Customer's liabilities under Clauses 3.1, 5.3(C) and 7.4.

8.4 Each Party shall take reasonable steps to mitigate its losses incurred in respect of the Agreements.

8.5 Save as expressly set out in this Agreement, neither Party gives any representation or warranty (express or implied) in respect of the subject matter of the Agreements.

9. TERM AND TERMINATION

9.1 Each Order shall come into force on the date of signature of the relevant Order by both Parties and shall continue in force for the Term of that Order, unless terminated earlier in accordance with its terms. These General Terms, and any terms agreed in the New Customer Form, shall apply so long as any Order is in force.

9.2 Either Party may terminate any Order by written notice to the other Party with immediate effect if the other Party: (i) is in material breach of the Agreements and such material breach has not, if capable of remedy, been remedied within thirty (30) days of receipt by the other Party of written notice requiring such remedy; or (ii) is subject to an Insolvency Event.

9.3 Vorboss may terminate any or all of the Agreements by providing thirty (30) days' written notice to the Customer if the Customer fails to pay any Outstanding Amounts by the due date for payment.

9.4 Vorboss may terminate any Order prior to the Order's Commencement Date upon written notice and a refund of all Charges paid by the Customer under the Order. In such circumstances each Party shall carry its own costs and neither Party shall have any further obligations to the other under, or in relation to, the terminated Order.

9.5 Termination or expiry of any Order shall not affect the validity or duration of the General Terms or any other Order.

9.6 Termination or expiry of any or all of the Agreements shall not affect any rights, liabilities or remedies arising under the Agreements prior to such termination, including the Customer's obligation to pay the Charges provided until the date of termination or expiry.

9.7 Termination or expiry of any or all of the Agreements shall be without prejudice to any provision which expressly or by implication is intended to survive termination or expiry, including the provisions of Clauses 1, 8, 9.6, this 9.7, 10 and 13.11.

10. SUSPENSION OF SERVICES

10.1 Vorboss may, at its sole discretion and without prejudice to any of its rights (including termination rights), suspend the provision of Services without liability in the event that:

(A) Vorboss is entitled to terminate any of the Agreements, upon giving equivalent notice to that Vorboss would need to give to terminate; and/or

(B) Customer fails to pay any Outstanding Amounts under the Agreements by more than five (5) Business Days after the due date, upon giving five (5) Business Days' notice, and may continue to suspend Services until these amounts are paid in full; and/or

(C) Vorboss has reasonable grounds for suspecting that the Customer is breaching Clause 4.1.

11. CONFIDENTIALITY

11.1 Subject to Clauses 11.2 and 11.3, each Party undertakes that, in relation to Confidential Information disclosed by one party (the Disclosing Party) to the other (the Receiving Party), the Receiving Party will:

(A) keep the Confidential Information confidential and take reasonable precautions to protect it (including, without limitation, all precautions that the Party employs in relation to its own confidential information); and

(B) will not (without the prior written consent of the other Party) use, reverse engineer, copy or disclose to any third party the Confidential Information of the other Party (except for the purposes of the Agreements).

11.2 The Receiving Party may disclose the Confidential Information to its professional adviser(s) or insurers and any of its Affiliates, provided that in each case the Receiving Party will first advise the recipient of its obligation to keep the Confidential Information confidential and ensure that that recipient is bound by confidentiality obligations in respect of the Confidential Information no less onerous than those contained in this Clause 11.

11.3 The obligations in this Clause 11 shall not apply in relation to: (i) information which is or becomes public knowledge other than as a result of a breach of Clause 11.1 or Clause 11.2; (ii) information that the Receiving Party either knew prior to the Disclosing Party's first disclosure of it or received from a third party entitled to disclose the same; (iii) information that the Receiving Party is required to disclose by law, any court of competent jurisdiction, any Government agency or any regulatory body lawfully requesting the same; or (iv) information that the Receiving Party is required to disclose under the rules of any applicable securities exchange.

11.4 The Receiving Party shall only make a disclosure in the circumstances described in clauses 11.3(iii) or (iv) if the Receiving Party uses all commercially reasonable efforts to, to the extent possible:

(A) limit disclosure and to obtain confidential treatment or a protective order and enable the Disclosing Party to participate in the disclosure (and any court proceeding); and

(B) notify the details of any disclosure to the Disclosing Party as soon as possible (before any disclosure is made, if possible).

11.5 Nothing in this clause 11 shall prevent Vorboss mentioning to customers or potential customers that it provides services to Customer (without providing details of these services) for reference or marketing purposes.

12. FORCE MAJEURE

12.1 Neither Party (the "Affected Party") shall be liable to the other Party for any delay or failure to perform any of its obligations hereunder to the extent such delay or failure is due to a Force Majeure Event, provided that the Affected Party: has used its reasonable endeavours to mitigate the effect of such circumstances and to continue to perform its affected obligations; and shall not be excused performance of its obligations unaffected by the Force Majeure Event.

12.2 The Affected Party shall notify the other Party in writing as soon as reasonably practicable upon the occurrence of a Force Majeure Event and upon the cessation of the Force Majeure Event.

12.3 Without prejudice to Clauses 12.1 and 12.2, where Vorboss is the Affected Party, Vorboss shall use its reasonable endeavours to

commence re-performance of the obligations affected by the Force Majeure Event but, subject to Clause 8.1, Vorboss shall not be liable for any losses suffered by the Customer arising in connection with such Force Majeure Event.

13. GENERAL

13.1 Each Order will be a separate, standalone agreement. If there is any conflict or inconsistency between the General Terms, the New Customer Form and/or any Order, the terms of the Order shall prevail, but only in relation to that particular Order, and the terms of the New Customer Form shall take precedence over the General Terms.

13.2 Vorboss may assign, novate, sub-contract or otherwise dispose of any or all of its rights and obligations under any Order to any member of the Vorboss Group without the prior consent of the Customer. Subject to Clause 6.2, the Customer may assign, novate, sub-contract or otherwise dispose of any or all of its rights and obligations under any Order to any member of the Customer Group without the prior consent of Vorboss.

13.3 The Parties do not intend that any term of the Agreements should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to New Customer Form or the relevant Order.

13.4 A notice shall only be effective if it is in writing and in the English language. Email (but not any other form of electronic communication) shall be permitted for the giving of a notice. All notices shall be sent to, in the case of Vorboss:

Legal Department

Vorboss Limited

Broadwalk House, 5 Appold St, London EC2A 2AG

legal.notices@vorboss.com

and in the case of the Customer, to the address or number and for the attention of the individual set out for the Customer in the New Customer Form (or, if no New Customer Form has been agreed, the Order), or as subsequently notified by either Party in accordance with this clause. Any notice shall be deemed to have been duly given upon the earlier of actual receipt or as follows: (i) if delivered personally/by courier, upon obtaining signature of receipt of delivery; and (ii) if sent by email, at the expiration of two Business Days after the time it was sent (unless a failed delivery report or similar is received by the sender, in which case no delivery will be deemed).

13.5 If any provision of the Agreements is held to be unenforceable or illegal, in whole or in part, such provision or part shall be deemed excluded from the Agreements but the enforceability of the remainder of the Agreements' terms shall remain unaffected.

13.6 Nothing in the Agreements, and no action taken by Vorboss or the Customer under the Agreements, shall constitute a partnership, association, joint venture or other co-operative entity between Vorboss and the Customer.

13.7 The rights, powers and remedies provided in the Agreements are cumulative and not exclusive of any rights, powers and remedies provided by law.

13.8 No delay or omission by any Party in exercising any right, power or remedy provided by law or under the Agreements shall: affect that right, power or remedy; operate as a waiver of it; or operate as an affirmation of any or all of the Agreements.

13.9 The single or partial exercise of any right, power or remedy provided by law or under the Agreements shall not unless otherwise

expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy.

13.10 Save as otherwise provided in the Agreements, the provisions of the Agreements may not be varied except in writing and signed by an authorised representative of Vorboss and the Customer.

13.11 The Parties shall attempt to resolve any issue or dispute arising out of or relating to this Agreement or any Order (“**Dispute**”) through discussions between members of each Parties’ senior management. If this does not resolve the Dispute within 10 Business Days, the Parties may proceed in accordance with Clause 13.17.

13.12 In the event that a good-faith Dispute arises as to the amount payable under an Order, the Customer may withhold all disputed amounts for the duration of the Dispute but shall pay all Charges that are not disputed. The Customer shall promptly notify Vorboss in writing of any withheld amounts and the reasons for these.

13.13 Nothing in the Agreements shall prevent a Party from taking steps to preserve or enforce its rights (including by way of interlocutory or other interim or immediate relief in a court of competent jurisdiction).

13.14 The Agreements constitute the whole and only agreements between the Parties relating to their subject matter and supersede and exclude all prior agreements or arrangements in that regard made between them. Except in the case of fraud, each Party acknowledges that in entering into the Agreements it is not relying upon any pre-contractual statement which is not set out in the Agreements and no Party shall have any right of action against any other Party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the Agreements.

13.15 The New Customer Form and any Order may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, email attachment or electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, email attachment or electronic signature page were an original thereof.

13.16 The Agreements shall be governed by and interpreted in accordance with the laws of England.

13.17 The courts of England shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes) arising out of or in connection with the Agreements, and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Version

| Version | Published | Changed By | Comment |
|------------------------|--------------------|---------------------|-----------------|
| <u>CURRENT</u> (v. 18) | Jun 17, 2022 19:50 | <u>Robert Hatch</u> | Updated address |