

## MASTER SERVICE AGREEMENT

**THIS MASTER SERVICE AGREEMENT** is entered into on: \_\_\_\_\_ **BETWEEN:**

**1. Sofia Connect EAD**, a company incorporated in Bulgaria (registered no. 204636154) with registered address at 2 Kukush Str., fl.2, office space 215-216, Sofia, 1345, Bulgaria **(the Supplier)**

and

**2.** \_\_\_\_\_ a company incorporated in \_\_\_\_\_ (registered no. \_\_\_\_\_), whose registered office /principal place of business is at \_\_\_\_\_ **(the Customer)**

(Each referred to as a **Party** and together – as the **Parties**)

### RECITALS

A. The **Supplier** is a telecommunications provider.

B. The **Supplier** and **Customer** desire to establish partnership and agree upon a set of terms and conditions governing the provision of telecommunication services by the **Supplier** to the **Customer**.

### IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 In this Agreement:

**Agreement:**

this Master Service Agreement together with its schedules and appendices and any Order Form and any appendices to such Order Form;

**Associated Company:**

in relation to Supplier, the ultimate parent company and any company, which is from time to time a subsidiary of such holding company;

**Charges:**

payments due in respect of the supply of Services and Equipment as set out in each Order Form;

**Confidential Information:**

all information (whether marked as confidential or which may reasonably be supposed to be confidential by its nature) that is disclosed (whether in writing, orally, on disc, by inspection of documents or by any other means, including but not limited to via electronic communication, including internet based provision of information) by a party (the Disclosing Party) to the other party (the Receiving Party) whether before or after the date of this Agreement including, without limitation the terms of this Agreement and information relating to the Disclosing Party's operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, technology, computer software and hardware, information, documentation, data and opinions of whatever nature in whatever form (and copies of the

same), market opportunities, customer details, details of suppliers and distributors, business affairs and shall also include in respect of the confidential information of the Supplier all information relating to or contained or embodied in the Services, the Equipment, any software supplied by the Supplier under this Agreement whether or not the rights to such software vest in the Supplier or a third party (including without limitation the source codes, operation manuals, specifications and other documentation) and any access codes or passwords that may be allocated in order to allow the Customer or any End User to access the Services.

**Data Controller:**

the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

**End User:**

the Customer or any person whom the Customer permits to use Services and Equipment (including, without limitation, any Local Affiliate);

**Equipment:**

any apparatus, equipment, hardware, software, material or other items (including parts and components) supplied by Supplier as set out in the Schedules and any Order Form;

**HICP**

the Harmonised Index of Consumer Prices

**Intellectual Property Rights:**

any intellectual property rights anywhere in the world whether registrable or not, including, without limitation, patent, trade marks, service marks, designs, copyright and related rights, database rights know-how, moral rights, domain name, Confidential information, whether registered or unregistered, as well as applications for registration of such rights and the right to apply for registrations and all equivalent or similar forms of protection howsoever arising in whatever media.

**Local Affiliate:**

means, in relation to the Customer, any company which controls, is controlled by or is under common control with the Customer to whom the benefit of the Services and Equipment is to be provided as set out in an Order Form;

**Location:**

the location(s) at which or to which Services and Equipment will be supplied as set out in an Order

	Form;
<b>Minimum Service Period:</b>	the minimum service commitment period for the provision of Services and/or Equipment which shall commence upon the Service Start Date and shall continue for the period specified in the applicable Order Form.
<b>Order Form:</b>	a request for the supply of Services and Equipment submitted by the Customer which has been accepted by Supplier pursuant to Clause 2.1
<b>Ready for Start Date (RFS):</b>	the proposed commencement date for the Services as set out on an Order Form;
<b>Personal Data:</b>	any personally identifiable information about an individual, including their name, age, job description, e-mail address, mailing address, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, sexual life, civil and criminal offences, alleged offences, related proceedings and sentences (or as otherwise defined by applicable law);
<b>Process or Processing:</b>	any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
<b>Services:</b>	services as set out in an Order Form to be supplied to the Customer or its Local Affiliate under the terms of this Master Service Agreement and the Schedules;
<b>Service Start Date:</b>	means, in respect of Services and Equipment ordered under any particular Order Form, the earlier of (i) the date on which the Customer or its Local Affiliate first makes use of the Services or Equipment, or (ii) signature or deemed signature of the relevant acceptance notice following satisfaction of applicable acceptance tests (if any);
<b>Set-Up Period:</b>	the period between execution of the Order Form and the Service Start Date;

**1.2** A Reference to a person includes a reference to a body corporate, association or partnership; and includes a reference to that person's legal personal representatives, successors and lawful assigns.

**1.3** A Reference to a Clause or Schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Agreement.

**1.4** Control means in relation to a body corporate, the ability to secure that the affairs of a body corporate are conducted in a particular manner, whether **(a)** by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or **(b)** by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate, and controlled shall be interpreted accordingly.

**1.5** The headings in this Agreement do not affect its interpretation.

**1.6.** Unless otherwise agreed by the parties to the contrary, in the event of any conflict between this Master Service Agreement, its Schedules and any Order Form, the conflict will be resolved in the following order of precedence: - the Order Form; the Schedules; and this Master Service Agreement.

## **2. TERMS OF BUSINESS**

**2.1** The Customer may request that Supplier supply Services and Equipment to it or its Local Affiliate under this Agreement. Unless otherwise notified by Supplier, any such request shall be made by submitting an Order Form in the format provided by Supplier. Where Supplier accepts any such Order Form in writing, the relevant Services and Equipment shall (subject to payment of the Charges by the Customer) be supplied by Supplier to the Customer (or, as the case may be, to the Local Affiliate) on and subject to the terms of this Agreement and any other standard terms and conditions of the Parties and Local Affiliates shall not apply. Where Services and Equipment are provided to a Local Affiliate, the Customer shall remain liable for the performance of this Agreement and shall procure that the relevant Local Affiliate abides by the provisions of this Agreement.

**2.2** The Supplier reserves the right to subcontract the provision of Equipment and Services under this Agreement. Supplier shall remain liable for the performance of this Agreement by any subcontractor.

## **3. TERM**

**3.1** This Master Service Agreement will come into force on the date of its signature and continue in force until termination or expiration of the last Order Form governed by this Master Service Agreement or until terminated in accordance with the provisions herein.

**3.2** An Order Form shall come into force on the date of execution of the Order Form and shall continue in force for the full duration of the Set-Up Period and the Minimum Service Period which shall renew automatically for further periods of equal duration to the Minimum Service Period (each a "**Renewal Period**") unless terminated in accordance with the provisions of this Agreement.

**3.3** The Services and Equipment provided under an Order Form will be supplied for the relevant Minimum Service Period and any Renewal Period until termination of the Order Form in accordance with the provisions of this Agreement.

## **4. TERMINATION**

**4.1** A Party may terminate an Order Form upon expiry of the Minimum Service Period or upon expiry of any Renewal Period by giving at least sixty (60) days' prior written notice to the other Party.

**4.2** If at any time there are no Order Forms in effect, a Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party.

**4.3** If the Customer wishes to terminate (other than for material breach by the Supplier) any Services or Equipment under a particular Order Form within the Set-Up Period, the Customer shall pay to the Supplier all costs and expenses incurred by the Supplier and its subcontractors in relation to such Services and Equipment to the date of termination (including but not limited to any amounts which the Supplier or its subcontractors are contractually bound to pay after the date of termination).

**4.4** If the Customer wishes to terminate (other than for material breach by the Supplier) any of the Services or Equipment under a particular Order Form during the Minimum Service Period or during any

Renewal Period, the Customer shall pay the Charges for the remainder of the Minimum Service Period or the Renewal Period in which the termination occurs (as applicable), plus an amount equivalent to local access line carriers' charges (if any) for access line relocation, cancellation or speed change resulting from termination. Supplier shall in each case notify the Customer in writing of that amount and the date that the payment is due.

**4.5** A Party may terminate this Master Service Agreement, and/or the supply of any Services and Equipment under any particular Order Form, at any time on written notice to the other Party with immediate effect, in the event that:

i. the other Party is in breach of any of its material obligations (except for any payment obligations to which clause 4.6 shall apply) under this Agreement which is not remediable or, if remediable, which it has failed to remedy within fourteen (14) days' written notice requiring it to do so;

ii. The other Party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of bona fide solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction; or

iii. The other Party does not hold the necessary licences or authorisations required by law to provide or use the Services or Equipment, as the case may be.

**4.6** The Supplier may terminate this Master Service Agreement, and/or the supply of any Services and Equipment under an Order Form, at any time on written notice to the Customer with immediate effect in the event that the Customer fails to pay when due any of the Charges or any other payments under this Agreement.

**4.7** For avoidance of doubt, termination of this Master Service Agreement for material breach by a Party shall automatically terminate the supply of Services and Equipment under any Order Forms outstanding at the date of termination.

**4.8** Without prejudice to Clauses 4.5 and 4.6, Supplier may, in its sole discretion, suspend with immediate effect all or any part of the provision of Services and Equipment under any Order Form in the event that:

i. Customer is in material breach of this Agreement, including but not limited to any failure to pay any Charges when due;

ii. Supplier needs to carry out any emergency maintenance or repairs to any part of the Equipment or any networks or other infrastructure used to provide the Services (in which case the Supplier will use its reasonable endeavours to give as much notice of the suspension as is reasonably possible); or

iii. Supplier is required to do so in compliance with any applicable law, regulation, order, licence, instruction or request of Government or any regulatory body, administrative authority, or emergency service.

**4.9** In the event of a suspension pursuant to Clauses 4.8.(ii) or 4.8.(iii), the Charges for the Services and Equipment being suspended shall be temporarily suspended for the duration of the suspension of the Services and Equipment. For avoidance of doubt, the Charges shall not be suspended in the event of a suspension under Clause 4.8.(i).

**4.10** In the event of suspension or disconnection pursuant to Clause 4.8.(i) for non-payment, Supplier may place restrictions on credit available to Customer and, as Supplier deems necessary, may require Customer to post a letter of credit, deposit or such other security in order for Customer to resume receiving the Services. Failure to satisfy Supplier's request for such action within timelines set by Supplier may result in immediate termination of this Agreement by Supplier without further notice and without Supplier incurring liability for such termination.

**4.11** Except to the extent required by applicable law, Supplier shall not be liable for any loss or damage caused by its suspension or disconnection of any and all Services and Equipment in accordance with Clause 4.8.

**4.12** Following suspension pursuant to Clause 4.8.(i), Supplier will be under no obligation to restore

the Services, but if it does restore the Services it will be entitled to charge the Customer a reasonable reconnection fee.

**4.13** The Supplier may terminate this Master Service Agreement and/or the applicable Order Form with immediate effect if provision of the Services or Equipment is suspended pursuant to Clause 4.8.(i) or 4.8.(iii) for a period exceeding fourteen (14) days.

**4.14** On termination of this Agreement for any reason, the Customer will (and will procure that each Local Affiliate will) immediately:

- i. cease all use of the Services, Equipment and Confidential Information of the Supplier and its subcontractors;
- ii. return all copies of any Confidential Information of the Supplier (including but not limited to any software and related documentation)
- iii. in its possession as directed by Supplier (or at Supplier's option destroy all such copies and certify such destruction in writing); and
- iv. return the Equipment or, at Supplier's discretion, permit Supplier to come onto the Customer's premises at any time in order to remove all the Equipment at the Customer's cost.

**4.15** The Supplier will not be liable to return any Charges paid in advance, or portion thereof, to the Customer in the event of termination of this Agreement for whatever reason.

**4.16** Termination will be without prejudice to the accrued rights and liabilities of the Parties.

**4.17** Provisions of this Agreement which are either expressed to survive its expiry or termination, or which it is contemplated from their nature or context that they are to survive, will remain in full force and effect notwithstanding such expiry or termination, such provisions such include but not be limited to Clauses 3 to 8, 10, 11, 12, 14 and 15 of this Agreement.

## **5. BILLING AND PAYMENT**

**5.1** In consideration of the supply of the Services and Equipment the Customer will pay the Charges to Supplier, unless otherwise directed in an Order Form.

**5.2** Unless otherwise provided in an Order Form:

- i. one-time charges are payable on signature of this Agreement or on subsequent invoice at the option of Supplier; and
- ii. all other charges are payable monthly in advance.

**5.3** The Charges do not include value added tax, sales tax, excise tax, tax on receipts, withholding tax or any other similar tax or duty which must be paid by the Customer or, as the case may be, Local Affiliate in the amount prescribed by any authority, government or government agency in connection with or as a result of the Services or Equipment provided to the Customer, or Local Affiliate, where such tax or duty is chargeable to or payable by the Supplier or by the Customer or, as the case may be, Local Affiliate.

**5.4** Unless agreed otherwise by Supplier in writing, the Charges exclude the following, which the Customer will pay to Supplier, unless otherwise directed in an Order Form:

- i. any additional costs which are incurred as a result of the failure or delay of the Customer or a Local Affiliate to comply with its obligations under this Agreement, including but not limited to the failure or delay of the Customer or a Local Affiliate or any third party under the contractual control of the Customer or Local Affiliate in allowing Supplier to perform the Services and/or install the Equipment at the Location or giving Supplier adequate information or instructions;
- ii. any additional costs incurred in the event that provision of the Services or installation of the Equipment is rendered more expensive as a result of harmful substances at the Location; and
- iii. any value added tax, sales tax, excise tax, tax on receipts, withholding tax or any other similar tax or duty payable by the Customer or, as the case may be, Local Affiliate in connection with or as a result of the costs set out under Clauses 5.4.(i) and 5.4.(ii) above.

**5.5** Twelve (12) months from the Service Start Date and annually thereafter, the Supplier reserves the right to review the Charges and may increase any Charge in line with the European 28 HICP (EU-28) index for the previous twelve (12) months. If the revised Charges are not acceptable to the Customer, the Customer may terminate the applicable Order Form by giving one (1) month's written notice to Supplier, such notice to

be given within one (1) month of receipt of the notification of the revised Charges by the Customer. If the Customer fails to notify the Supplier of its wish to terminate within the applicable period, the Customer shall be deemed to have accepted the revised Charges. If the Customer terminates an Order Form under this Clause during the Minimum Service Period, the Customer shall pay the Charges and expenses incurred by the Supplier to the date of termination but shall not be required to pay the Charges for the full Minimum Service Period.

**5.6** The Customer will pay or procure the payment of the Charges within thirty (30) days of issuing an invoice by the Supplier or as otherwise set out in the invoice. Receipts for payment will be issued only upon request. Payment of sums due under this Agreement will be made without set-off, deduction or counterclaim, by such reasonable method as may be notified to the Customer.

**5.7** If any of the Charges or any other payments due under this Agreement are not paid by the Customer when due, Supplier reserves the right to charge interest at 0,2 (zero dot two) percent per day or such other rate as may be agreed in the relevant Order Form on any and all unpaid sums, until payment in full (including any interest due) is received as required under this Agreement, whether before or after judgment. Interest will accrue day to day.

## **6. LIMITED WARRANTY AND DISCLAIMER OF WARRANTY**

**6.1** Supplier hereby represents and warrants that it and its subcontractors will exercise the reasonable care skill of a competent telecommunications provider in performing its obligations under this Agreement.

**6.2** Customer acknowledges and agrees that Supplier exercises no control over, and accepts no responsibility for the content of any communications transmitted via Supplier's Equipment and/or Services or for any information or content on the Internet.

## **7. INDEMNIFICATION**

The Customer agrees to indemnify and hold Supplier and its subcontractors harmless from and against all claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses) which Supplier and its subcontractors may suffer or incur as a result of any breach of any term of this Agreement by the Customer or any Local Affiliates, as a result of the negligence, fraud, wilful default or breach of statutory duty of the Customer or any Local Affiliate or as a result of the carrying out of any work required to be done in relation to the Services in accordance with the requirements or specifications of the Customer.

## **8. LIMITATION OF LIABILITY**

**8.1** The express warranties, undertakings and obligations of Supplier stated in this Agreement are in lieu of all other conditions, warranties or other terms, whether express or implied, including, without limitation, any implied warranties or conditions as to quality or fitness for a particular purpose, which are expressly excluded.

**8.2** Without limiting the generality of Clause 8.1:

i. Supplier does not warrant that the Services or Equipment will be suitable for the Customer's requirements (whether made known to the Supplier or not), nor that the Services or Equipment will operate in the particular circumstances in which they are used by the Customer, nor that the provision of Services will be uninterrupted or free from error; and

ii. Supplier does not warrant the results that may be obtained from the use of the Services and Equipment or the accuracy, reliability or content of any information services or merchandise contained in or provided through the Services and Equipment; and

iii. Supplier excludes any warranty as to the quality, content or accuracy of any third party software, third party services or information available or received through or as a result of the use of the Services (other than services or information owned and provided by Supplier).

**8.3** Supplier will be under no liability in respect of:

i. any defect in the Services or Equipment arising from any drawing, design or specification supplied by the Customer; or

ii. any defect in the Services or Equipment arising from fair wear and tear, wilful damage,

negligence, abnormal working conditions, failure to follow Supplier's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Services or Equipment without Supplier's or the manufacturer's approval; or

- iii. any parts, materials or equipment in respect of which the Customer is entitled to the benefit of any warranty or guarantee given by the manufacturer; or
- iv. any third party software, third party services or information; or
- v. any problems resulting from any modifications or customisation of the Equipment or any software provided by the Supplier not authorised in writing by the Supplier; or
- vi. incorrect or unauthorised use of the Equipment or any software provided by the Supplier or operator error where these are defined as use or operation not in accordance with the corresponding operating manuals; or
- vii. content or use of any data transferred either to or from the Customer or stored by the Customer or any End Users via the Services or Equipment.

**8.4** Nothing in this Agreement will operate to exclude or restrict Supplier's or its subcontractors' liability for:

- i. death or personal injury resulting from negligence of the Supplier or its subcontractors;
- ii. fraud or fraudulent misrepresentation of the Supplier or its subcontractors.

**8.5** In no circumstances will Supplier or its subcontractors be liable in contract, tort (including, without limitation, negligence or breach of statutory duty), or otherwise arising out of or in relation to this Agreement, the Services or Equipment in respect of indirect or consequential loss; loss of revenue; loss of profits or anticipated savings; loss of business or goodwill; loss or corruption of data; or for any other indirect, special or consequential loss or damage, howsoever caused. The liability of Supplier and its subcontractors for failure to meet the service levels is subject to the limitations set out in the applicable Schedules and Order Form (including any appendix to the Order Form).

**8.6** Where applicable law does not allow the exclusion or limitation of warranties, liability generally, incidental or consequential damages, or the limitation of liability with respect to death or personal injury due to negligence, so that the above limitations or exclusions may not apply to the innocent party, in such cases, the breaching party's liability shall be limited to the greatest extent permitted by applicable law.

## **9. FORCE MAJEURE**

**9.1** If a party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than a payment obligation) by a Force Majeure Event, that party's obligations under this Agreement are suspended while the Force Majeure Event continues to the extent that it is prevented, hindered or delayed.

**9.2** If the Force Majeure Event continues for more than two (2) months either party may terminate this Agreement by giving no less than fourteen (14) days notice to the other party.

**9.3** In this Clause 9 "Force Majeure Event" means an event beyond the reasonable control of the affected party including, without limitation, third party strike; lock-out; labour dispute; act of god; war; riot; civil commotion; malicious damage; compliance with a law or governmental or regulatory order; rule; regulation; licence or direction; accident; software failure; breakdown of plant or machinery (including, but not limited to, telecommunications systems and utility services); fire; flood and storm.

## **10. INTELLECTUAL PROPERTY**

**10.1** Supplier acknowledges that all right, title and interest in any Intellectual Property Rights of Customer is vested in Customer and/or in Customer's licensors. Customer acknowledges that all right, title and interest in any Intellectual Property Rights of Supplier is vested in Supplier and/or in Supplier's licensors.

**10.2** Each Party hereby agrees not to infringe the Intellectual Property Rights of the other Party. Unless otherwise specifically provided in this Agreement, no Party hereto shall have any right, title, claims or interest in or to the Intellectual Property Rights of the other Party. Except to the minimum extent permitted under applicable law and except as expressly authorized under this Agreement, no Party may copy, modify or translate the Intellectual Property Rights of the other Party or related documentation, or decompile,

disassemble or reverse engineer it, or use it other than in connection with the Services, or grant any other person or entity the right to do any of the foregoing. Unless otherwise specifically provided in this Agreement. No Party is authorized to distribute or to authorize others to distribute the Intellectual Property Rights of the other Party in any manner without the prior written consent of the other Party provided, however, that nothing in this sentence would preclude (a) Customer from using the Supplier's Intellectual Property to the extent incorporated into the Services and strictly necessary for Customer to utilize the full functionality of the Services purchased and (b) Supplier from providing caching to Customer to the extent caching is part of the Services and subject to the Customer complying with any restrictions attached thereto.

## **11. CONFIDENTIAL INFORMATION**

**11.1** The Receiving Party will:

- i. not use Confidential Information of the Disclosing Party for a purpose other than the performance of its obligations under this Agreement; and
- ii. not disclose Confidential Information of the Disclosing Party to a person except with the prior written consent of the Disclosing Party or in accordance with Clauses 11.2 and 11.3.

**11.2** The Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, professional advisors and contractors (a "Recipient") solely to the extent that disclosure is strictly necessary for the purposes of this Agreement.

**11.3** The Receiving Party will ensure that each Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if under this Agreement the Recipient was a party to this Agreement and shall indemnify the Disclosing Party for all loss and damage incurred as a result of the Recipient's breach of confidentiality.

**11.4** Clauses 11.1 and 11.2 do not apply to Confidential Information:

- i. which is at the date of this Agreement, or at any time after that date becomes general public knowledge other than by the Receiving Party's or a Recipient's breach of this Agreement;
- ii. which can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
- iii. the disclosure of which is required by law or regulation, order of court or the rules of any stock exchange provided that the Disclosing Party has taken all reasonable steps to minimise such disclosure and (a) gives the Disclosing Party written notice of any application for any such order or such order as soon as practicable; (b) provides the Disclosing Party with a reasonable opportunity to make representations to the relevant court, authority or exchange to oppose the disclosure; and (c) co-operates with the Disclosing Party in order to oppose such disclosure or (where disclosure cannot be prevented) in order to secure the maximum possible continuing protection for the Confidential Information so disclosed.
- iv. Obligations of confidentiality under this Clause shall continue and survive, notwithstanding termination of this Agreement.

## **12. DATA PROTECTION**

**12.1** The Parties agree and acknowledge that, where Personal Data relating to the Customer and its employees, directors and other officers and those of Local Affiliates, End Users and third parties is provided to the Supplier by the Customer, is accessed by the Supplier on the authority of the Customer or is otherwise received by the Supplier on the Customer's behalf for the purpose of enabling the Supplier to perform its obligations under this Agreement, the Supplier shall Process such Personal Data as a Data Processor on behalf of the Customer who remains the Data Controller and shall comply with its obligations as a Data Processor under Clause 12.2.

**12.2** The Supplier when acting as Data Processor warrants to the Customer as Data Controller that it shall:

- i. act only on instructions from the Customer and, specifically, shall only Process Personal Data (which shall include the disclosure of Personal Data to third parties) for the purposes notified by the Customer to the Supplier; and

ii. prior to Processing the Personal Data, implement appropriate technical and organisational measures to enable it to process Personal Data in compliance with obligations equivalent to those imposed on the Customer as Data Controller by applicable data protection law; and

iii. not transfer personal data outside the European Economic Area without the written approval of the Customer (save that the Customer acknowledges that some of the Supplier's servers may be located in Japan and accordingly the Customer hereby consents to the transfer of Personal Data to and access of Personal Data from Japan) unless the Data Processor is able to demonstrate to the Data Controller's reasonable satisfaction that the country or territory of destination provides adequate security in accordance with applicable data protection law.

**12.3** Where Personal Data relating to the Customer and its employees, directors and other officers and those of Local Affiliates, End Users and third parties is received by the Supplier from the Customer under or in connection with this Agreement, the Customer warrants and undertakes that such Personal Data has been collected, processed and transferred in accordance with applicable data privacy laws and that the Customer has provided all notices and obtained all consents required by applicable law to enable:

i. the legal transfer of such Personal Data to and Processing by the Supplier and its subcontractors for the purposes of enabling the Supplier to perform its obligations under this Agreement (including but not limited to the transfer of such Personal Data outside the European Economic Area); and

ii. the legal transfer to and further Processing by the Supplier of such Personal Data as a Data Controller for the purposes of research, statistical analysis and sales and marketing of the Supplier's own products and services; and

iii. the Customer will fully indemnify the Supplier in respect of any loss or damages to the Supplier and its subcontractors arising from any breach of this Clause by the Customer.

**12.4** Supplier and the Customer shall each, and the Customer shall ensure that each Local Affiliate shall, abide by all laws and regulations in relation to data protection or privacy or the interception, recording or monitoring of communications to the extent that such laws apply to it in connection with this Agreement. Subject to the foregoing, to the extent that the Customer requires Supplier to intercept, record or otherwise monitor communications, the Customer shall defend and indemnify Supplier and its subcontractors from any loss, claim, liability, cost or expense arising from such activity.

## **13. MISCELLANEOUS**

**13.1** This Agreement is governed by, and will be construed in accordance with the laws of Bulgaria. Save as otherwise provided in this Agreement, any dispute arising out of or in connection with this Agreement ("Dispute"), shall be referred by either party first to the nominated representatives of each of the parties for resolution.

**13.2** If the Parties fail to resolve a dispute under 13.1. within 14 days, the Parties shall irrevocably submit to the exclusive jurisdiction of the Bulgarian courts.

**13.3** For avoidance of doubt, all disputes and proceedings, arising from this Agreement or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this contract or its adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry in compliance with its Rules for Litigations, based on arbitration agreements.

**13.4** Except as otherwise provided herein, this Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

**13.5** This Agreement shall be binding upon and inure to the benefit of Customer, Supplier and Supplier's respective successors, and assigns. No Party may assign or transfer this Agreement without the

prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, however the Supplier shall be entitled to sub-contract the provision of the Services and Equipment to a third party provider without requiring the Customer's consent. In particular without limitation the consent will not be unreasonably withheld in the event this Agreement is transferred together with all or a major portion of the business of the assignor provided that the creditworthiness of the assignee is not lower than that of the assignor. The Supplier does not require any consent from the Customer if this Agreement is being assigned or transferred to an Associate Company of the Supplier. If any provision (including any part of any provision) of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

**13.6** Any notice required to be given by either party to the other will be deemed validly given if sent by hand, by facsimile, by e-mail or by prepaid registered letter sent through the post (by airmail if sent overseas), to the other party at its address or facsimile number or e-mail address set out on the Order Form or such other address or facsimile number as may be notified from time to time for this purpose. Any notice sent by hand will be deemed to have been served on delivery. Any notice sent by facsimile will be deemed to have been served when sent provided a successful transmission report is produced. Any notice sent by prepaid registered letter will be deemed to have been served 48 hours after the time at which it was posted (or seven days if sent by airmail). Any notice sent by e-mail will be deemed to have been served when sent provided receipt is acknowledged or confirmation is sent by prepaid registered letter sent by post within 24 hours.

**13.7** This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties whether oral or in writing (including, but not limited to, any terms and conditions set out in any purchase order or other documentation issued by the Customer). No representation, undertaking or promise will be taken to have been given or to be implied from anything said or written in communications between the parties prior to the date that this Agreement was executed except as set out in this Agreement.

**13.8** Each party represents and warrants that it and the person(s) signing on its behalf have full authority and right to enter into this Agreement and into the Order Form(s) governed by this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement.

For and on behalf of the Supplier:

\_\_\_\_\_  
(Yuliy Nushev – Executive director)

For and on behalf of the Customer:

( \_\_\_\_\_ )  
(name and position)