

TERM AND CONDITIONS
FOR COLOCATION SERVICES

These Terms and Conditions (this "Agreement") govern the provisions of colocation services by Bezeq International Ltd., a corporation established under the laws of Israel and having its offices at 40 Shaham St., Petach Tikva 4951731, Israel ("Supplier") to the customer ("Customer") (Supplier and Customer hereafter jointly referred to as "Parties", and each separately as "Party"), unless an agreement governing the provision of such services was executed by the Parties, in which case such agreement will prevail over this Agreement.

WHEREAS Customer is interested in ordering colocation services from time to time from Supplier, upon the terms and conditions set forth in this Agreement (the "Services");

WHEREAS Supplier agrees to supply to Customer the Services, to be ordered from time to time by Customer, in accordance with the terms and conditions set forth hereinafter;

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

1. Scope and Order of Precedence

- 1.1. Supplier holds and operates within its facilities a data center which serves as a center for the storage and operation of physical and virtual computer servers, equipment and software, which are connected to the internet network or to private networks and which include the required systems and infrastructure for the operation of the equipment and/or software (the "Data Center").
- 1.2. During the Term of this Agreement, Customer may request from time to time to purchase Services. Services shall be purchased by an order form signed by Customer, indicating the Services specifications and charges (the "Order Form"). The service level and Data Center procedures and policies shall be as indicated in the service level agreement (the "SLA").
- 1.3. In case of a conflict between the Agreement, the Order Form and the SLA, the order of precedence shall be as follows:
 - 1.3.1. the Order Form - in respect to the Service ordered in that Order Form only;
 - 1.3.2. the SLA;
 - 1.3.3. the Agreement.

2. Service Terms of Use

2.1. Equipment Installation and Responsibility

- 2.1.1. The Equipment will be installed by Customer under the supervision of a Data Center personnel on behalf of Supplier. The date for installing the Equipment at the Data Center will be scheduled in advance by the parties. Upon completion of the installation, Customer will carry out a check ensuring the proper operation of the Equipment.
- 2.1.2. Customer undertakes that the Equipment is legally possessed and/or used by it. Customer is responsible for the Equipment's compatibility with the Data Center systems.

2.2. Restrictions

- 2.2.1. Customer will not use the Service for any purpose or in any manner that is illegal, abusive, may cause disturbance, interference or damage to Supplier's services, systems, equipment, network or the Data Center, or that might harm third party rights.
- 2.2.2. The limitation on power consumption of a single rack is 4 KW per month, without derogating from what is stated in Section 3.3 herein. Any deviation will be subject to Supplier's approval.
- 2.2.3. Supplier will not be responsible for malfunctions in the event that the Equipment is connected via a single power supply or is not properly connected to the two backed-up inputs provided in Customer's rack, or in any other case where Customer does not follow Data Center staff instructions.

- 2.2.4. Weight limitation: if the Services are provided in a cage configuration, the weight of each rack and the Equipment installed therein shall not exceed 570 kg. In case the Services are in racks without a cage, the weight of the Equipment installed in each rack shall not exceed 400 kg. Any deviation from the weight limit will be subject to Supplier's approval.
 - 2.2.5. If Customer utilizes the full bandwidth (including burstable bandwidth, if included in the Order Form) indicated in the Order Form (if applicable), internet traffic will be reduced according to the maximum speed that was purchased.
- 2.3. Entry to the Data Center
- 2.3.1. Entry of Customer representatives to the facility is subject to prior arrangement with the Data Center staff, and subject to identification, as provided in the SLA.
 - 2.3.2. Customer's representative shall adhere to the directions and instructions of the Data Center staff. Customer will ensure that anyone entering the Data Center on its behalf will comply with Supplier's instructions and procedures as set from time to time.
 - 2.3.3. Customer representative shall be permitted to remain at the Data Center for such reasonable period of time as necessary to carry out the aforesaid work. In the event that within such time the aforesaid work has not been completed, Customer may be required to remove the Equipment and complete the work outside the Data Center.
- 2.4. Service Level and Maintenance
- 2.4.1. The Service will be provided in accordance with the SLA. Customer acknowledges that in the event Supplier has failed to meet the levels set in the SLA, Customer's sole and exclusive remedy shall be the service credits set forth in the SLA.
 - 2.4.2. Supplier will notify Customer reasonably in advance of maintenance scheduled to be carried out by Supplier on its own initiative at the Data Center, which may cause a temporary disruption or suspension of the Services. In the event that a temporary suspension of the Service is required in order to perform urgent maintenance on the Data Center systems, Supplier will notify Customer thereof as soon as reasonably possible. Supplier will reasonably endeavor to keep such suspension or disruption to the provision of the Services, to a minimum.
 - 2.4.3. Unless otherwise ordered in the Order Form, Supplier will not carry out any repair or maintenance or any other work on the Equipment; except for work that is necessary to ensure constant interconnection between the Equipment and the Data Center systems (e.g. electricity and communication).
- 2.5. Removal or Relocation of Equipment
- 2.5.1. Customer will be obligated to pay the consideration for the Services also with respect to any period during which it has removed the Equipment from the Data Center, for repair and/or updating and/or for any other purpose.
 - 2.5.2. Supplier may need to relocate the Equipment, to a different location in the Data Center or to a different Data Center. The relocation shall be coordinated with Customer in advance. Supplier shall make reasonable efforts to minimize the affect the relocation may have on the Equipment and Services.
- 2.6. Suspension of Services
- 2.6.1. Supplier may immediately suspend the Services, upon any of the following:
 - a) In order to carry out scheduled maintenance about which Customer was informed in advance in accordance with the provisions of this Agreement.
 - b) In order to carry out urgent or immediate maintenance or activities in systems and/or equipment in the Data Center;
 - c) The usage of the Service by Customer and/or the Equipment causes or is likely to cause a disturbance or interference or damage to Supplier's services, network, the systems of the

Data Center or the services provided to other customers. The provision of the Service shall resume upon the removal of the cause;

- d) The usage of the Service by Customer is illegal or abusive or is harmful to the legal rights of a third party;
- e) The suspension is required by applicable law or regulation or by order of a competent court or government authority;
- f) In any event in which supplier is entitled to terminate the Order Form, as provided by section 4 herein.

2.6.2. Supplier shall make reasonable efforts to give Customer, as soon as reasonably possible, a notice regarding the suspension of the Services.

3. Charges

- 3.1. Customer will pay the charges for the Services, in such amounts and under such terms and conditions as specified in the Order Form. The charges are exclusive of any applicable taxes, surcharges and fees ("Taxes"), including value added tax if applicable.
- 3.2. Monthly recurring charges ("MRC") will be charged at the end of every calendar month, for Services provided during the that month. The MRC will commence once the Service is made available for Customer's use. The Service is not subject to actual use by Customer. Non-recurring charges shall be charged upon completion of the respective work. Charges will be paid within thirty (30) days of the end of the month during which the invoice was issued, unless otherwise indicated in the Order Form (the "Due Date").
- 3.3. The payment for electricity consumption will be charged according to Customer's consumption, unless the proposal provides that electricity charges are included in the MRC. If the proposal provides that the electricity charges are included in the MRC, Customer will be charged additionally for any electricity consumption exceeding the quota indicated in the proposal. The electricity charges will be charged according to the Customer's actual consumption (as measured by Supplier's systems), according to the tariffs of the Israel Electricity Company (as will be determined from time to time), plus an additional 80% for peripheral electricity consumption (indirect electricity costs, such as air conditioning and various other systems).
- 3.4. Any sum invoiced under this Agreement, which is not paid when due, shall accumulate interest at an annual rate of five percent (5%). Such interest shall accumulate from the day following the Due Date until the day it is paid in full. In addition, Customer will be charged collection expenses, insofar as any accrue due to such late payment.
- 3.5. The prices are subject to changes to the Consumer Prices Index published from time to time by the Central Bureau of Statistics of Israel.
- 3.6. Upon expiration of the Initial Term and over the course of the Term, Supplier will be entitled to increase the charges of the Services from time to time, at its discretion, provided that such increase shall be made no more than once every 6 months, and its rate shall not exceed 5%. Supplier shall provide Customer at least 60 days prior written notice before such increase will take effect.

4. Term and Termination

- 4.1. Term. the Service shall be supplied for an initial term as set forth in the Order Form (the "Initial Term"). At the end of the Initial Term, the provision of Services shall renew on a monthly basis (the Initial Term and any subsequent term – the "Term").
- 4.2. Termination for Convenience. Either Party may terminate the Agreement and/or an Order Form at the end of the Initial Term or at any subsequent term, on a 30 (thirty) days' prior written notice to the other Party. Termination of the Agreement under this Section shall not affect any existing Order Forms, which shall continue to be valid and governed by the provisions of this Agreement until their termination or expiration.
- 4.3. Termination for Cause. Either Party may immediately terminate this Agreement or an Order Form by written notice, upon any of the following:

- 4.3.1. A material breach of this Agreement or Order Form by the other Party, if such breach cannot be remedied, or if remedy is possible, such breach is not remediated within fourteen (14) days from a written notice by the non-breaching Party.
- 4.3.2. The other Party files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator or such other official) under any bankruptcy, insolvency or other similar law.
- 4.4. Upon termination of the Services due to any reason, Customer will recover, at its expense, the Equipment, no later than the date of termination of the Agreement. If the Equipment had not been collected by the date of the end of the agreement, Supplier may disconnect the Equipment, and send it to Customer or to storage or to scrap at Customer's risk and expense.
- 4.5. Upon termination of this agreement, Supplier shall be entitled to keep holding on to any equipment belonging to the Customer which is in Supplier's possession, until Customer fully pays any amounts that are due to Supplier from Customer in connection to the Agreement.
- 4.6. In the event of termination of an Order Form prior to the end of the Initial Term by Customer for convenience, or by Supplier due to breach by Customer, Customer shall pay an early termination charge equal to 100% of the monthly recurring charges for the remaining portion of the Initial Term, in addition to any outstanding charges for the Service provided until the effective date of termination.
- 4.7. Excusable Delay. Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement due to (a) any Force Majeure Event; (b) an act or omission of the other Party; or (c) an act or omission of a third Party, who is not under the applicable Party's control. The Party that is unable to perform, or delayed in performing, its obligations due to an Excusable Delay shall provide prompt written notice of such expected failure or delay to the other Party. Notwithstanding the above, an Excusable Delay shall not relieve Customer from its obligation to pay for the Services that were provided to Customer.

"Force Majeure Event" means any cause, event or circumstance beyond the affected Party's reasonable control that renders such Party's performance under this Agreement impossible, including, without limitation, acts of God; fire; casualty; flood; war; epidemic, pandemic or other similar outbreak; quarantine; embargo or other governmental act (including compliance therewith); earthquake; terrorist act; destruction of production facilities; riot or insurrection.

5. Confidentiality

- 5.1. Both parties agree that (a) Confidential Information of the other Party will be used only as reasonably necessary to perform its obligations under this Agreement and in the case of Customer, as necessary to exercise its rights under this Agreement; (b) each Party will use the same degree of care to protect the other Party's Confidential Information that it utilizes to protect its own confidential information of a similar nature, but in no event less than reasonable care; (c) the Confidential Information of the other Party may be disclosed only to employees, agents, Affiliates and contractors and to its auditors and legal counsel, in each case, who have a need to know such information and are under a written (or other professional) obligation to keep the information confidential using standards of confidentiality no less restrictive than those required by this Agreement; and (d) the recipient shall immediately notify the disclosing Party of any actual or suspected loss or unauthorized use, disclosure of or access to the disclosing Party's Confidential Information, and shall promptly take all steps reasonably requested by the disclosing Party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.
- 5.2. Confidential Information will not include information which: (a) is or later becomes generally available to the public without breach of this Agreement (provided that any Personal Data disclosed by Customer will not be subject to this exception); (b) is known to or possessed by the recipient at the time of disclosure by the disclosing Party as reasonably demonstrated by contemporaneous documentation; (c) is independently developed by the recipient without use of the Confidential Information of the discloser as reasonably demonstrated by contemporaneous documentation; (d) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information.

- 5.3. The recipient will not be prohibited from complying with disclosure mandated by applicable law if (a) where not legally prohibited, it gives the disclosing Party advance notice of the disclosure requirement in order to permit the disclosing Party a reasonable opportunity to object to the required disclosure and seek a protective order or other appropriate remedy, (b) it reasonably cooperates with the disclosing Party (at the disclosing Party's expense) in any such efforts and (c) it only discloses so much Confidential Information as is strictly necessary to comply with the applicable law.
- 5.4. Within thirty (30) days after the earlier of (a) termination or expiration of this Agreement, or (b) the disclosing Party's request, the recipient shall provide written certification to the disclosing Party that it has, at disclosing Party's option, securely destroyed or returned disclosing Party's Confidential Information (including any materials incorporating, referencing or based on disclosing Party's Confidential Information) and any material that disclosing Party provided or made available to recipient.

6. Insurance

- 6.1. Customer undertakes to make and maintain at his own expense with an authorized insurance company in Israel, for the entire period of the engagement, insurance policies, as follows:
 - 6.1.1. Property insurance: (i) Customer's facilities and equipment will be insured, as well as any other property brought to the facility by or on behalf of Customer, at its full value, from loss or damage due to the accepted risks in "Extended Fire" insurance, "All Risk" insurance for electronic equipment, insurance against consequential loss for an indemnify period of at least 24 months that insures against loss of gross profit to Customer. The insurance policies provided above will include a clause according to which the insurer waives the right of subrogation towards Supplier and those on its behalf, as well as to the benefit of the owner/operator of the property within which is the data center and anyone acting on its behalf, and other customers in the facility and lessees in the property, whose property insurance includes a corresponding clause, regarding waiver of the right of subrogation towards Customer; however, the said waiver shall not apply to a person who has caused malicious damage. (ii) The Customer exempts Bezeq International and anyone acting on its behalf, and the owner/operator of the property within which is the data center, and anyone else who has rights in the property and other customers in the facility and other lessees in the property whom in agreements granting them such rights a corresponding exemption towards the Customer is included, from liability for damage for which it is entitled to compensation under the insurance policies stated in this Section, or would have been entitled to compensation if not for the deductibles specified in the policies, or lack of insurance or violation of the terms of the policy. However, the exemption from such liability will not apply in favor of a person who caused malicious damage. (iii) The Customer may choose not to arrange for the insurances contained in this Section, however, in any event the waiver stated in Sub-Section (ii) above shall apply as if the insurance had been made in full;
 - 6.1.2. Third party liability insurance: will insure Customer's liability according to law, for physical damage or damage to property that may be caused to Customer's body and/or property of any person or body, within the limit of liability of at least 1,000,000 ILS. The insurance will be extended to indemnify Supplier, for liability that may be imposed on it, due to the act and/or omission of Customer and/or anyone acting on his behalf, subject to the cross-liability clause according to which the insurance is considered to be arranged separately for each individual insured.
 - 6.1.3. Employers' liability insurance: will insure Customer's liability for its employees, due to physical injury and/or occupational illness that may be caused to any of them while and due to their work on the facility and its surroundings, within a limit of 20,000,000 ILS per case and cumulatively, according to the policy. The insurance will be extended to indemnify Supplier if it is claimed, in the event of a work accident and/or any occupational illness, that it bears any employer's obligations towards any of Customer's employees.

7. Disclaimer of Certain Warranties

- 7.1. Customer acknowledges and agrees that the services are provided "as is", and "as available". Other than the explicit warranties in this Agreement, the SLA or the Order Form, Supplier disclaims any representation, warranty or guarantee, express or implied, regarding the Services, including merchantability of the Service, its suitability for a specific purpose, its compatibility to the Equipment or other Customer's systems, non-infringement, or that it will operate without interruptions or faults.
- 7.2. Supplier maintains certain security measures for the purpose of preventing security hazards at the Data Center, however Customer acknowledges that no representation or warranty is made to provide complete information security.
- 7.3. Supplier is not responsible for Customer's systems, Equipment or infrastructure which were not provided by Supplier, or for the security thereof, other than the physical security of the Equipment collocated in the Data Center.

8. Limitation of Liability and Indemnification

- 8.1. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY HEREUNDER UNDER ANY ORDER EXCEED AN AMOUNT EQUAL TO ALL FEES PAID TO SUPPLIER UNDER THE APPLICABLE ORDER DURING THE 6-MONTHS' PERIOD PRECEDING THE EVENT IN QUESTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER LAW.
- 8.2. EXCLUSIONS. THE LIMITATIONS SET FORTH IN SECTION 8.1 SHALL NOT APPLY TO (I) BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY A PARTY'S NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT; (II) DAMAGE CAUSED BY A PARTY'S WILFUL MISCONDUCT; (III) EITHER PARTY'S BREACH OF CONFIDENTIALITY (IV) INDEMNIFICATION.
- 8.3. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, AND/OR FOR ANY DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTIONS, LOSS OF WORK HOURS, DAMAGE TO REPUTATION OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER LAW.
- 8.4. Customer hereby waives any claims against the landlord of the facility in which the Data Center is located, except for bodily damages to which the landlords is liable under law.
- 8.5. Indemnification. Customer will defend, hold harmless and indemnify Supplier from any claim made by Customer's employees, contractors or customers in connection to the Service (a "Claim"), provided that: (a) Supplier shall promptly inform Customer of any such Claim; (b) Supplier shall render the control over the defense to Customer, and reasonably assist Customer at Customer's expense; (c) neither Party shall settle a Claim without the other Party's consent, which shall not be unreasonably withheld.

9. Miscellaneous

- 9.1. Publicity. No right or license, express or implied, is granted in this Agreement for the use of either Party, Party's Affiliate, or third party trade names, services, or trademarks on the other Party's client or partner lists, in advertising or in any manner, and either Party is expressly prohibited from any such use without the other Party's prior written consent.
- 9.2. Independent Contractors. The parties shall be deemed for all purposes to be independent contractors. Each Party will be solely responsible for payment of applicable taxes, deductions or other payments and benefits for its personnel. Nothing in this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties and neither Party shall have the right or authority to bind or incur any liability or obligation of any kind on behalf of the other.

- 9.3. Amendments. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both parties.
- 9.4. Waivers. No waiver of any term or condition is valid unless in writing and signed by authorized representatives of both parties, and any such waiver will be limited to the specific situation for which it is given.
- 9.5. Notices. Notices must be in writing and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses indicated in this Agreement. Each Party may change its respective address by submitting written notice to the other Party.
- 9.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 9.7. Headings. The headings used in this Agreement are for convenience only and have no legal effect.
- 9.8. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, each Party may assign this Agreement to an Affiliate of such Party, in each case, without such prior written consent, provided that the assignee is willing and capable of performing all assigner's obligations. Any attempted assignment contrary to the preceding will be null and void.
- 9.9. Governing Law; Jurisdiction. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of Israel without giving effect to conflicts of laws provisions or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the courts located in Israel.
- 9.10. Entire Agreement. This Agreement and any applicable Orders set forth the entire agreement and understanding of the parties relating to the subject matter contained in the Agreement and Orders, and supersede all prior and contemporaneous discussions and agreements, both oral and written, between the parties. Each Party agrees that the use of pre-printed forms (including but not limited to email, purchase orders, click-through terms, acknowledgements or invoices) is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect.

September 2022